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Investigation of affairs at the Kiowa, Comanche and Apache Indian Reservation. Letter from the Secretary of the Interior, transmitting, in response to Senate resolution of April 5, 1897, letters and reports pertaining to the investigation of affairs at the Kiowa, Comanche, and Apache Reservation

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INVESTIGATION OF AFFAIRS AT THE KIOWA, COMANCHE,
AND APACHE INDIAN RESERVATION.

L E T T E R

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING,

IN RESPONSE TO SENATE RESOLUTION OF APRIL 5, 1897, LETTERS
AND REPORTS PERTAINING TO THE INVESTIGATION OF AFFAIRS
AT THE KIOWA, COMANCHE, AND APACHE RESERVATION.

APRIL 13, 1897.—Referred to the Committee on Indian Affairs and ordered to be
printed.

DEPARTMENT OF THE INTERIOR,
Washington, April 7, 1897.

SIR: I have the honor to acknowledge the receipt of Senate resolution dated 5th instant, in the following words:

Resolved, That the Secretary of the Interior be, and he is hereby, directed to transmit to the Senate all the testimony and accompanying exhibits pertaining to the investigation of affairs at the Kiowa, Comanche, and Apache Indian Reservation, as submitted to him by an inspector of his Department February, 1897, together with a report of what action, if any, has been taken by him or his predecessor upon the same.

In response thereto, I transmit the following papers, viz:

Report of United States Indian Inspector Province McCormick, dated December 25, 1896, upon affairs at the Kiowa, Comanche, and Apache Agency, and the officers and employees at said agency.

Report of United States Indian Inspector Province McCormick, dated January 18, 1897, upon the charges made against Capt. Frank D. Baldwin, U. S. A., acting agent at the Kiowa, Comanche, and Apache Agency, with testimony and exhibits.

Copy of letter from my predecessor, Hon. D. R. Francis, dated 28th of January last, referring the above-named reports to the Commissioner of Indian Affairs for examination, report, and recommendation.

Letter of the Commissioner of Indian Affairs, dated February 27, 1897, returning the reports of Inspector McCormick and submitting letters received from Indians of the Kiowa Agency and others relative to this matter.

Letter of General Miles and accompanying petition of citizens living in Oklahoma in behalf of Acting Agent Baldwin, returned to the Department by the Commissioner of Indian Affairs for consideration in connection with his report of February 27, 1897.

Copy of letter from my predecessor, dated 2d ultimo, to the Commissioner of Indian Affairs, directing the dismissal of chief clerk at Kiowa Agency, the agent to be cautioned against the use of intoxicants and reprimanded for carrying on the rolls as an Indian a white man.

Letter of the Commissioner of Indian Affairs, dated 13th ultimo, submitting further report concerning charges against Acting Agent Baldwin, with accompanying papers.

On the 31st ultimo Indian Inspector J. George Wright was ordered to the Kiowa Agency to make further investigation, and when his report thereof shall have been received it will be transmitted to the Senate.

I also inclose letter of C. C. Rainwater, dated October 1, 1896, and reply thereto by the Commissioner of Indian Affairs in the matter of new school building, which is referred to in Inspector McCormick's report.

Very respectfully,

C. N. BLISS, *Secretary.*

The PRESIDENT OF THE SENATE.

DECEMBER 25, 1896.

SIR: In compliance with your instructions of November 28, 1896, I arrived at Kiowa, etc., Agency, Anadarko, Okla., and proceeded first to make a general inspection of the condition of affairs as a whole before entering upon the investigation of charges preferred against the acting agent, which I knew would be a long, tedious, and laborious task.

I came to Anadarko with the full expectation of finding one of the best conducted and most thoroughly regulated agencies in the service. I had always heard it so highly spoken of, and as it was the only agency receiving flattering and special mention in Secretary Smith's annual report, how could I expect to find things otherwise? Therefore, imagine my surprise at finding everything exactly the reverse, and very much the reverse. In saying this I refer especially to agency affairs, as the schools will be referred to later on.

This Anadarko is one of the places you read about, where distance lends enchantment to the view. From a distance the little village presents a pleasing and beautiful sight to the eye, but as one approaches the enchantment fades away and the real appears. The yards and other inclosures, as well as streets, around the agency are covered with old tin cans, paper, sticks, and other rubbish, and present very much the appearance of the surroundings of a poor widow's farm, or a farm without a tenant. The buildings, except the agent's residence and the new office and commissary, are dingy, dirty looking structures, in need of repairs, and much more in need of paint, which would not only add to their appearance, but would add considerably to their durability. The agency is very poorly policed.

A cursory examination of the interior of the office convinced me that things were not as they should be in there. Knowing full well the nature of the investigation in hand, and that my time would be

taken up continually by that for some weeks to come, and hence would be prevented from giving the office that thorough examination due the agent and his clerks, in order that no injustice might be done them I requested that Mr. A. W. Hurley, clerk at Ponca Agency, be sent me for temporary duty. He was sent me, and, upon my orders, made a thorough investigation of the records, papers, etc., of the office, besides giving me valuable assistance in the carrying on of the investigation during his stay here. The result of Mr. Hurley's investigation is set forth in a report to me which I have attached hereto and which I desire to be considered and treated as a part of this report, as much so as if I had written it myself. This report is true, every word of it, and from it you may draw your own conclusions, and measure my report on clerks and agent thereby. Many irregularities found by Hurley and not set forth in his report were used in the investigation, and can be seen by reading the testimony.

A drive over the reservation convinced me that the full-blood Indians were doing very little in the way of farming, but most of the work in this line was being done by white men who have married into the tribes or adopted Indian children for the purpose of getting a right to cultivate Indian land. Most of the Indians who are farming at all are doing it by proxy, hiring all work done. As this was my first visit, I can not say as to whether there has been an improvement in the way of farming or not, but I see plenty of room for improvement. Of course, this reserve has much land that is not arable, but where farming can not be done Indians should be encouraged in stock raising.

There is a sawmill and gristmill at the agency which employs one sawyer and engineer and five laborers; also a sawmill at Fort Sill, with a sawyer and three laborers. These two mills have twenty-three work cattle. The mill at Anadarko, I find, is not fired up more than once a week, and the one at Fort Sill has not been used for four months. Both of these mills should be abolished, and the Government saved a useless expenditure, estimated at \$500 a month. The idea of starting up a steam mill to grind a grist of corn, using not less than a cord of wood to get up steam! It would be cheaper by far to send to Europe for the meal, pay the expense of delivering to the agency, and then donate it to the Indian.

As I have said before, the agency is poorly policed, and cans, waste paper, and rubbish scattered everywhere. The blacksmith and carpenter shops are poorly kept and do not look as if they have been occupied or used for some time. There is a lack of system all around.

A new office and commissary has recently been erected, at a cost of \$3,400, and while the office portion is very conveniently designed, the whole structure is indifferently constructed, and the material used, a large portion of it, very poor. The warehouse is filthy, and the supplies are piled in it in a very careless manner, no attention seemingly having been paid to order, convenience, or care.

This is one of the most homelike places I have ever visited. Everybody has a key to everybody else's door, and all have a key to the commissary and are permitted to enter it at any time they see fit. One key will unlock nearly every door on the agency. A young clerk recently appointed to a position here has a key he brought with him from the land office which even unlocks the doors. Is it any wonder that no better trace can be kept of public property, and the property clerk says while he "ought to have the property called for on his property return," he does not know whether he does or not? This

place is so homelike that the water-closet used by everybody is in the commissary.

Some time ago Agent Baldwin purchased at a condemned sale an army ambulance. This vehicle was in very poor repair, but that did not worry this resourceful agent. He had it put in good repair by the agency mechanic and enjoyed many rides over the reservation until a cloud came over his sky. One day, while in Chickasha, Ind. T., his ambulance was levied upon for debt. He was not to be outdone in any such a manner; hence he hastened home, and had his property clerk take the vehicle up on his papers for the first quarter, 1897. This was done about the middle of the second quarter, 1897, after the ambulance had been the property of Baldwin for about two years. The ambulance is taken up as a buckboard and does not appear on the papers at Washington. The agent was long on spring wagons, and this vehicle was taken up to avoid payment of judgment.

Riley Robbs, a negro, was nominated as a wood chopper October 30, 1895, and was carried and paid as such on the agency rolls until May 21, 1896. The only wood chopping he did, if he did any, was for the agent, as he was used all the time as the agent's private servant and had charge of some blooded private stock.

A white man by the name of John Sullivan was nominated as an assistant farmer, but was not approved permanently on account of the position not having been authorized for a white employee, but for an Indian. He was relieved, but renominated as Cal ke pop, Indian, and is carried and paid as such now. He has no Indian blood in him.

At recent payments the agent has prevailed upon many of the Indians to leave various sums of money with him, to be expended in building houses. The sum in his charge is large, just how large no one can tell for certain, as he keeps the accounts himself and issues no receipt to an Indian for the sum left with him, because, he says, the Indian might trade it off. This is indeed a strange proceeding and a very irregular way of doing business.

Cattle are still issued to the Indians at Kiowa on the hoof, a relic of barbarism that should not be permitted or tolerated. It could and should be stopped.

The Presbyterian Church has just completed a neat edifice at this agency, which is a credit to the denomination and to the people. In this building I find 100 chairs, 1 stool, 1 organ, and 10 or 15 bracket lamps belonging to the Government school. Came near getting the school, but it happened not to be the proper size. I do not wish to be construed as against churches, or not in favor of Christian religion being taught throughout the land, but it is my understanding that our Government is not in the sectarian business, and if it is to furnish one church at this place, it should finish up the work and furnish the others. No man is more in favor of Christianity or desires to see churches flourish more than I, but I know that this use of Government property is not right nor should it be tolerated.

I find Government property used as freely by the agent and his employees as if it was their own personal property. As this is a charge against the agent, it will be treated more fully in my report of the investigation proper.

There are more clerks in the office than are necessary to keep the work up. I am certain that this office could be run in good shape with a chief clerk, assistant clerk or typewriter, a property clerk, and a storekeeper.

I find the schools of this agency in first-class shape, in the hands of good and competent employees, and doing a good work for Indian education. Some improvement in buildings is necessary, which I shall call your attention to in the proper place.

The Rainy Mountain School has 2,000 acres of land; cattle, 45; horses and mules, 6. The capacity of this school is 50, yet it has an attendance of 84, which very much crowds it. Arrangements should be made to increase capacity or decrease attendance. Health is excellent; never any sickness. A new system of waterworks has just been completed, which is not furnishing a sufficient supply of water just now, but which is hoped will in the future. Mrs. Clay, the matron at this school, desires to be made a teacher, and I think it would be a good thing to do as she desires. She is well educated and an accomplished performer on the piano; understands music well. Her health will not admit of matron's duty. She was sick and unable to do her work when I visited the school, but the work was being excellently done by Eleanor C. Browne, the seamstress. Miss Browne is specially fitted for matron's work and would like a transfer to that position. Considering the number of children at this school, I would recommend that they have another teacher at a salary of \$600 and that Mrs. Clay be appointed to the place, that Miss Browne be given the place of matron, and that a seamstress be sent from the civil-service list. This should be done for the good of the service.

Fort Sill School has three buildings, two stone and one frame; land, 640 acres; cattle 25, and horses 8; capacity of school, 100; present attendance, 135. Discipline and control good. The dormitories are badly crowded, two in a bed, and single beds at that. Sitting room for 67 girls, only 14 by 20; bathroom for the girls in the dormitory where they sleep. New bath and wash room should be furnished by all means; the present excuse for lavatory for girls has a trough about 10 feet long. There is one bath tub for 68 boys to bathe in. This tub is in the clothing room. A new frame building, say 16 by 50 feet, should be erected and fitted up for bathing and washing purposes.

The schoolrooms at this place are in one of the stone buildings heretofore referred to and the boys' quarters in the other, while the girls' dormitory is in the frame building—a fire trap, and a bad one. The frame building should be converted into a building for employees upstairs, schoolrooms, sewing rooms and girls' sitting room downstairs, and the school building (stone) should be converted into a girls' dormitory. A new building should be erected for use as a kitchen and dining hall. This will add to the capacity of the school and relieve the crowded state of the dormitories. It will, by removing the girls' dormitory into the stone building, also relieve not only the danger of fire, but make escape from the building for the girls in case of fire safer, easier, and more certain. If these improvements do not increase the capacity sufficiently, I would also recommend the erection of a cottage for the superintendent and family.

I find at the Riverside School two sections of the finest land on the reservation, in fact, the best farming land to be found in this locality. But they need two sections more. They raise all the provender and grain required. This school has 75 head of cattle, 4 horses, 2 mules, and 20 hogs; a good orchard, well kept, and the best water supply on the reservation. The capacity of this school was intended as 50, but there is an attendance at the present time of 95, which very much overcrowds it in every way.

The boys' dormitory is a frame structure covered with canvas. Suitable barracks should be erected out of wood covered with corrugated iron. A building of this character could be completed at a cost of not to exceed \$400 or \$500, which will not only accommodate all of the boys, but will answer all purposes in this climate. A similar building is being erected at the Methodist Mission School on this reservation now. I am very favorably impressed with the idea, and am of the opinion that no safer or healthier sleeping place can be provided.

I consider the abandonment of the Kiowa School and the condemning of the building a folly of the grossest type, a wanton waste of property, and a shameful and disgraceful waste of money. Many of the buildings have been already removed to the agency to be made of some use there, yet I can see no earthly use there for any of them, but the main school building still remains and will be used, so the agent says, after lowering, for a commissary. This is another piece of foolishness, as there is more commissary room now than is necessary if the supplies were kept in proper shape. From a personal inspection of this building before the dismantling began, backed up by the opinion of the contractor in charge of the work, I am led to believe that \$1,000 or \$1,500 expended on repairs would have put this building in very good shape, and in a shape that would have made it useful for years to come. While the building is not modern, with the expenditure of a sum not exceeding that I mention it could have been made as good as many, and better than some, in the service. The building is open, and the school property, several thousand dollars in value, accessible to all. The property is being stolen and carried away by any and all who see anything they want. It is a shame and disgrace to the service.

By increasing the capacity of the schools on the reservation, at a cost which, in my opinion, would not exceed \$20,000, together with those accommodated in the mission schools, Chilocco, and other non-reservation schools, all children of school age on the reservation can be cared for, thereby saving an expenditure of \$70,000 for the proposed Mount Scott School in the Wichita Hills, the purpose of which school seems to be more the erecting of a monument to some one's folly than the betterment of the Indian school service. Besides, it will save the Government the painful necessity of entering into a copartnership with the Indians which will for all time to come be a source of annoyance, not only to the Government, but those whose misfortune it will be to have their lot cast in such school. A situation of this sort is to be guarded against.

The children between the ages of 4 and 16 years at this agency are as follows:

Wichita and affiliated:	
6 to 16 years.....	260
4 to 5 years.....	59
Comanche:	
6 to 16 years.....	356
4 to 5 years.....	71
Apache:	
6 to 16 years.....	50
4 to 5 years.....	8
Kiowa:	
6 to 16 years.....	247
4 to 5 years.....	30
Total.....	1,081

Other points in regard to this agency and school will be treated in the report of my investigation of charges referred to me in your letter of instructions referred to in the beginning of this communication.

Very respectfully,

P. McCORMICK,
United States Indian Inspector.

The SECRETARY OF THE INTERIOR,
Washington, D. C.

P. S.—Since writing the above report the investigation of charges against the acting agent has been concluded. Major Baldwin states that Riley Robb, referred to in this report, was an employee at the Government stable; that he took Riley Robb from the Government stable and used him as his private servant, but he placed his own servant at the Government stable in Riley Robb's place. I make this statement in justice to Captain Baldwin.

Respectfully,

P. McCORMICK.

KIOWA, ETC., AGENCY,
Anadarko, Okla., December 22, 1896.

SIR: Complying with telegraphic orders from the honorable Commissioner of Indian Affairs, dated December 15, I reported to you at this place for temporary duty on the evening of the 17th. Under your instructions, on the following morning, I began an investigation of the records and papers of the Indian Agency office at this place covering the régime of the present agent. I have just completed that investigation, and have the honor to report to you as follows:

I find here offices well equipped, conveniently arranged, and with all facilities necessary to keep records and papers in first-class shape and in perfect order, yet I have never seen an office in the service in worse shape. There is no excuse for such a state of affairs here, and the only reason I can assign for it is inefficiency of the clerks or an utter disregard of the desires and wishes of the Interior Department.

The first record I examined was the cashbook. Words fail me to describe the manner in which it is kept. Entries are made in a careless, jumbled, and indifferent manner; the object for which expenditures of cash were made is in a majority of cases not given; vouchers are entered in a "helter-skelter" style, many times in lead-pencil writing. Many of the pages have the appearance of a leaf from a scratch tablet, calculations in pencil being made all over them. A blacksmith should have a more complete and neater expenditure book in his shop. A man professing to be a clerk should blush with shame to show such a record.

The retained accounts are in no wise complete. I refer to cash now. Many vouchers are incomplete, some having no signatures, others having no bills attached, and some missing altogether. The retained abstracts of disbursements are made in pencil and in a manner which makes them entirely worthless as permanent records.

I find in the office unanswered exceptions from the Treasury Department covering the entire time of the present agent and clerk, or from January 1, 1895, to June 30, 1896, carrying suspensions and disallowances aggregating \$51,512.85, and if the copies or accounts sent in are as irregular and incomplete as those in this office, I am surprised that it is not four or five times this much. The larger portion of these exceptions come from clerical errors and an utter disregard or ignorance of the office rules and regulations. No attention seems to have been paid to the rules, and I am led to believe that most of the failure to comply with the requirements of the Department in making up vouchers comes from ignorance and inefficiency and failure to study "the book." Mr. Johnson, the clerk, informs me he has never read the regulations through, as they are too dry reading. No better state of affairs can be obtained or expected so long as the head clerk is too lazy to post himself in his business.

The property man, Mr. Norton, keeps his accounts in some better shape, yet he does not know whether he has his property or not. I am informed that there has been no inventory made of this property since the present agent took charge, two years ago, and when he took charge, he simply receipted for what the property return showed. From the loose way in which the commissary is kept and the liberal way in which employees are allowed to use public property for private use,

I am of the opinion there is a very painful surprise in store for some of these people when a thorough invoice of the agency and schools shall be taken.

Subsistence supplies are sold out of the commissary and not accounted for on Abstract E. The case of Mr. Kelley, who was not even a Government employee, was referred to you and brought up in the investigation; hence you have the facts in the testimony. This man's name never appeared on "E." Other than subsistence is sold, contrary to rules. These things, the clerk tells me, he does by order of his superiors. I think him a very good man, and a letter from the Department on such irregularities would do him a wonderful lot of good. Some of his retain vouchers are incomplete; hence are worthless as permanent records. This should not be.

I find a number of what the agent terms "informal grazing leases," contracts for grazing land, that have not been to the Indian Office for action. Most of those I saw were with "squaw men." There are others with large cattle dealers, but they are kept within the sacred bounds of the agent's private desk. What other secrets the said private desk could unfold I can not say, for I was not allowed a glance into its sacred depths. One of the leases you asked for with John Light came from this desk, and was for 6,000 acres of "open pasture" in a fenced pasture of over 21,000 acres. Just where in this pasture the 6,000 acres are I failed to find, and just how many cattle are being grazed thereon is another conundrum I failed to solve. This to me is a new way of doing things, but perhaps you may be able to unravel it in the process of your investigation. Mr. Light has one other contract which is a matter of record in the Department.

I find where some money is taken up as having been received for privilege of driving across the reserve. The price seems to have been 10 cents per head. There is no telling how many cattle have been driven across or how much money has been received therefor. The cashbook could tell me nothing, and the clerk either couldn't or wouldn't tell me anything more than his book. The cashbook might as well be done away with at this agency if it is going to be kept in this way.

I find a man here carried as "farmer" doing work, clerical work, under the high-sounding title of "cashier." He handles all the cash, makes the cash vouchers, and does much more that is peculiarly the work of the head clerk, while that official spends half of his time in answering exceptions and the other half in looking for papers he has mislaid himself and recounting stories of his life as a soldier.

The field matron, too, does clerical work a portion of the time. This gives this office seven clerks to do what three clerks and a warehouse keeper should do if they understood their business and would apply themselves as they should and systematize their work. I find the clerks in separate rooms, all connected by doors, yet one clerk doesn't seem to know what his duties are or what his neighbor and contemporary is doing. There is simply no system here. This office needs a head, a man who knows the work as it should be done and one who has energy enough to see that it is done correctly ere accounts are sent to the Office. This kind of an arrangement would do away with the many pages of exceptions that are now received.

Negroes are paid for supplies on Indian rolls; white men receive money for supplies furnished by them under an Indian name; Indians receipt for money they never see; and such things are a few of the irregularities I have found, many of which have been referred to you for use in your investigation of charges against the agent. I regret exceedingly to have to say it, but I have never seen a worse kept office, as far as records are concerned, than this. There is no use for me to go further.

I trust my report will be found satisfactory and will cover all the points upon which you desire information.

Very respectfully,

A. W. HURLEY, *Clerk.*

Col. PROVINCE McCORMICK,
United States Indian Inspector.

Report of P. McCormick, United States Indian inspector, as to officers, employees, police, and interpreters connected with the Kiowa, Comanche, and Apache Indian Agency.

DECEMBER 25, 1896.

THE SECRETARY OF THE INTERIOR.

SIR: I have the honor to report as follows as to each of the officers, employees, police, and interpreters connected with the Kiowa, etc., Agency at this date on the following points: Name; residence; age; sex; how employed; rate of compensation; nature and extent of the service performed; time required and bestowed in

the performance of duties for which employed; character; education; personal habits; qualifications or fitness for the position occupied; on what influence or for what reason appointed; if related to agent or any employee or Indian trader, how and to whom; what increase or decrease in number and kind, and what increase or decrease in compensation of employees, etc., are considered advisable for the interest of the service, with the reasons therefor fully stated, together with the names of Indians (their Indian and English names) competent and willing to do the work for which any person not an Indian is now employed, with the rate of compensation which should be paid to such Indians.

Agent.—Frank D. Baldwin, U. S. A.; age, 54; none; incompetent; habits very bad; drinking constantly; no business man, which is fully demonstrated by the way in which he conducts the affairs of his agency.

A special agent should be sent here to take charge and check up the property. The sooner this is done the better for the service. No inventory has ever been taken of property since the acting agent took charge.

Clerk.—S. A. Johnson; residence, Washington, D. C.; compensation, \$1,200. A very incompetent man; habits not of the best; education, limited; too careless and negligent for such a place as this; should be relieved at once and an efficient man sent in his place.

Property clerks.—Miles Norton, New York; age, 34; compensation, \$720. Personal habits, good; education, fair; does the best he can. John Nestell, Oklahoma; age, 47; \$720. A very good clerk; best on the force; was proven a perjurer in the investigation being now held. Dana H. Kelsey, Oklahoma; 21 years; \$600. Character, habits, and education, excellent. The best typewriter I have ever seen; salary should be increased to \$840. This young man is an exceptionally fine one in every respect.

Storekeepers.—E. F. Burton; residence, Tennessee; age, 42; compensation, \$720. Character, education, and personal habits, fair, and I consider him only a fair employee. Could be improved upon. R. E. L. Daniel; residence, Mississippi; age, 33; compensation, \$600. Character, education, and personal habits, good; is a first-class employee in every particular.

Physician.—C. R. Hume; residence, Kansas; age, 49; compensation, \$1,200. Character, education, and personal habits, good. Well qualified for his position; has very little to do.

Farmers.—F. B. Farwell; residence, Oklahoma; age, 41; compensation, \$600. Character, education, and personal habits, good; does as much in the way of farming as any man can. J. D. Hardin; residence, Texas; age, 58; compensation, \$600. Character, good; education and personal habits, fair. M. F. Long; residence, Tennessee; age, 30; compensation, \$600. Character, good; education and personal habits, fair. M. T. Wallin; residence, Michigan; age, 52; compensation, \$600. Character, education, and personal habits, good. Is a physician by profession; has never farmed at this agency; does clerical work all the time; not very proficient at that. W. C. Smoot; residence, Virginia; age, 47 years; compensation, \$600. Character, education, and personal habits, good. Very well qualified for the place he fills.

Carpenters.—H. P. Pruner; residence, Oklahoma; age, 47; compensation, \$720. Character, education, and personal habits, fair. Very good mechanic, so far as I was able to see. J. H. Dunlop; residence, Oklahoma; age, 45; compensation, \$720. Remarks on Mr. Pruner will apply to this employee.

Miller and engineer.—Charles Drury; residence, Oklahoma; age, 55; compensation, \$720. Character, education, and personal habits, good. Has very little work to do at the mill. Works at other work when he is needed.

Engineer and sawyer.—C. J. Williams; residence, Oklahoma; age, 34; compensation, \$720. This employee was away, and I did not get to see him.

Blacksmiths.—Fred Schlegel; residence, Kansas; age, 55; compensation, \$720. Character, education, and personal habits, good. A. L. Yeckley; residence, California; age, 43; compensation, \$720. Character, good; education, fair; personal habits, good. So far as I was able to see, both men very good for places.

Butcher.—Herbert L. Eastman; residence, Missouri; age, 37; compensation, \$600. New; civil-service appointee.

Assistant herder.—W. Yellowfish (Indian); compensation, \$240. As good as the average Indian employee.

Harness maker.—Be lo (Indian); residence, Oklahoma; age, 29; compensation, \$360. As good as the average Indian employee.

Laborers.—Assistant mechanic: Edmund Willis (negro); residence, Oklahoma; compensation, \$240. Looks and acts like a good negro. Stableman: Tip Harris (negro); residence, Oklahoma; compensation, \$240. Did not see much of this individual; but presume he is a very good negro; most of his duty is driving the agent

about. Stableman: John W. Pullin (negro); residence, Oklahoma; compensation, \$240. Seemingly a very good negro. Assistant mechanic: Ned Leach (negro); residence, Oklahoma; compensation, \$240. Seemingly a very good negro.

Policemen.—Bert Arko, officer, \$15 per month; Charles Oheltoint, officer, \$15 per month; George Koyow, Punjo Guy, Joe Kawtikeah, Thomas Perdosofpy, Quasya, Tigh ko bo, Keechi Sam, Jack Permumsee, White Buffalo, Frank Bosin, Ben Poh row de up, Tah sah ah che, Buffalo Tom, Smoky, Kopeta, Clarence, Pe we nof kit, Woos sy pi ti, Im dagh ba ah, privates, \$10 per month. Will compare favorably with other Indian policemen.

Interpreter.—John D. Jackson (Indian); compensation, \$240. A very good Indian and a fairly good interpreter.

Field matrons.—Laurette E. Ballew; residence, Oklahoma; age, 35; compensation, \$60 per month; character, education, and personal habits, good; makes a very good field matron. Anna M. Mendenhall; residence, Kansas; age, 21; compensation, \$60 per month; character, education, and personal habits, excellent; too young for the work she should do. Does considerable office work and spends much time around agency looking after welfare of policemen and families; would make a good nurse in training school, I should think.

Judges.—Quannah Parker (Indian); compensation, \$10 per month. White Bread (Indian); compensation, \$10 per month. A peah to (Indian); compensation, \$10 per month. This court is composed of leading Indians, and I find above the average in shrewdness; as good as any of the Indian courts.

Report of P. McCormick, United States Indian inspector, as to employees connected with the Fort Sill Indian School.

DECEMBER 25, 1896.

THE SECRETARY OF THE INTERIOR.

SIR: I have the honor to report as follows as to each of the officers, employees, etc., connected with the Fort Sill School, Kiowa Agency, at this date, on the following points: Name; residence; age; sex; rate of compensation; nature and extent of the service performed; character; education; personal habits; qualifications or fitness for the position occupied.

Superintendent.—W. H. Cox; residence, New Mexico; age, 39; compensation, \$1,200. Character, education, and personal habits, excellent. Well qualified for the place of superintendent.

Principal teacher.—Lucy W. Cox; residence, New Mexico; age, 37; compensation, \$660. Character, education, and personal habits, good. Fairly well qualified.

Kindergartner.—Etta A. Scott; residence, Indiana; age, 32; compensation, \$600. Character, education, and personal habits, good. Fairly well qualified.

Assistant teachers.—Orville J. Greane; residence, Wisconsin; age, 24; compensation, \$600. Character, education, and personal habits, good. Well qualified. John Carl; residence, Minnesota; age, 24; compensation, \$540. Character, education, and personal habits, good. Well qualified.

Physician.—Ferdinand Shoemaker; residence, Tennessee; age, 28; compensation, \$900. Character, education, and qualifications, excellent; possesses fine qualifications.

Industrial farmer and teacher.—W. M. Holland; residence, Tennessee; age, 41; compensation, \$720. Character, education, and personal habits, good. Well qualified for this place.

Matron.—Mary E. Holsinger; residence, Kansas; age, 38; compensation, \$600. Character, education, and personal habits, good. Well qualified.

Assistant matron.—Sarah A. Freeman; residence, Missouri; age, 41; compensation, \$500. Character, education, and personal habits, good. Well qualified.

Seamstress.—Bettie V. Burton; residence, Tennessee; age, 32; compensation, \$480. Character, education, and personal habits, good.

Nurse.—Anna M. Walters; residence, Oklahoma; age, 27; compensation, \$480. Character, education, and personal habits, good.

Laundress.—Lorena Fickle; residence, Kansas; age, 24; compensation, \$480. Character, education, and personal habits, good.

Baker.—John Lawry (Indian); age, 22; compensation \$480. Character, education, and personal habits, fair.

Cook.—Martha Dallinger (negro); residence, Missouri; age, 27; compensation, \$480. Character, education, and personal habits, fair.

Assistant cook.—Jesse Dallinger (negro); residence, Missouri; age 40; compensation, \$480. Character, education, and personal habits, fair.

Assistant laundress.—Ramona Chihuahua (Indian); age, 20; compensation, \$150. Character, education, and personal habits, fair.

Assistant seamstress.—Nellie Chandler (Indian); age, 25; compensation, \$150. Character, education, and personal habits, fair.

Indian helpers.—Francis Corbett, age 19, \$150 per annum. Character, education, and personal habits, good. Willie Odessy, age 18, \$150 per annum. Character, education, and personal habits, good.

Report of P. McCormick, United States Indian inspector, as to employees connected with the Rainy Mountain Indian School.

DECEMBER 25, 1896.

THE SECRETARY OF THE INTERIOR.

SIR: I have the honor to report as follows as to each of the officers, employees, etc., connected with the Rainy Mountain School, Kiowa Agency, at this date, on the following points: Name; residence; age; sex; rate of compensation; nature and extent of the service performed; character; education; personal habits; qualifications or fitness for the position occupied.

Superintendent and principal teacher.—Cora M. Dunn; residence, Oklahoma; age, 37; compensation, \$900. Character, education, and personal habits, good; well qualified for the place. Possesses unusual executive ability.

Kindergartner.—Blanche A. Williams; residence, Ohio; age, 23; compensation, \$600. Character, education, and personal habits, good. Well qualified for the place.

Assistant teacher.—Lizzie Grimes; residence, Missouri; age, 30; compensation, \$660. Character, education, and personal habits, good. Well qualified for the place.

Industrial farmer and teacher.—A. M. Dunn; residence, Missouri; age, 39; compensation, \$720. Character, education, and personal habits, good. Possesses first-class qualifications for this place.

Matron.—Mary B. Clay; residence, Missouri; age, 40; compensation, \$600. Character, education, and personal habits, excellent. Health will not admit of the work of matron. Should be promoted to the place of teacher, for which she possesses splendid qualifications.

Assistant matron.—Edith Reid; residence, Oklahoma; age, 18; compensation, \$300. Character, education, and personal habits, very good.

Seamstress.—Eleanor C. Brown; residence, Missouri; age, 25; compensation, \$480. Character, education, and personal habits, good. She possesses unusually good qualifications for the position of matron, and I recommend that she be appointed to that place.

Cook.—Henrietta Reid; residence, Oklahoma; age, 50; compensation, \$430. Character, education, and personal habits, good.

Baker.—G. C. Bottom; residence, Oklahoma; age, 45; compensation, \$480. Character, education, and personal habits, good; possesses good qualifications.

Laundress.—Martha Kariho (Indian); age, 20; compensation, \$480. Character, education, and personal habits, good.

Assistant laundress.—Dora Chaudée (Indian); age, 20; compensation, \$150. Character, education, and personal habits, good.

Assistant seamstress.—Ellen Edwards (Indian); age, 20; compensation, \$120. Character, education, and personal habits, good.

Indian helpers.—Otto Wells; age, 26; \$150 per annum; character, education, and personal habits, good. Morgan Kazhe; age, 21; \$120 per annum; education, fair; character and personal habits, good.

Report of P. McCormick, United States Indian inspector, as to employees connected with the Riverside Indian School.

DECEMBER 28, 1896.

THE SECRETARY OF THE INTERIOR.

SIR: I have the honor to report as follows as to each of the officers, employees, etc., connected with the Riverside School, Kiowa Agency, at this date, on the following points: Name; residence; age; sex; rate of compensation; nature and extent of the service performed; character; education; personal habits; qualifications or fitness for the position occupied.

Superintendent.—G. L. Pigg; residence, Nebraska; age, 48; compensation, \$1,000. Character, education, and personal habits, excellent. Well qualified to fill this place.

Principal teacher.—Ella A. Burton; residence, Oklahoma; age, 33; compensation, \$660. Character, education, and personal habits, good. Well qualified.

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Assistant teacher.—Alice Shearer; residence, Oklahoma; age, 33; compensation, \$600. Character, education, and personal habits, good. Well qualified.

Kindergartner.—Hattie E. Pigg; residence, Kansas; compensation, \$600. Character, education, and personal habits, good. Well qualified.

Industrial farmer and teacher.—John A. Buntin; residence, Illinois; age, 29; compensation, \$720. Character, education, and personal habits, good. Well qualified for this place.

Matron.—Nannie E. Sheddan; residence, Oklahoma; age, 46; compensation, \$600. Character, education, and personal habits, good. Well qualified.

Assistant matron.—Anna S. Dyson; residence, Maryland; age, 44; compensation, \$480. Character, education, and personal habits, good. Well qualified.

Seamstress.—Mary E. Ridgely; residence, Maryland; age, 37; compensation, \$480. Character, education, and personal habits, good. Well qualified for this place.

Cook.—Sarah J. Porterfield; residence, Oklahoma; age, 49; compensation, \$480. Character, education, and personal habits, good. Well qualified.

Baker.—J. R. Porterfield; residence, Oklahoma; age, 53; compensation, \$360. Character, education, and personal habits, good. Well qualified.

Laundress.—Maria A. Frutchey; residence, Oregon; age, 56; compensation, \$480. Character, education, and qualifications, good. Well qualified.

Assistant laundress.—Wallace Caley (Indian); residence, Oklahoma; age, 22; compensation, \$150. Character, education, and personal habits, fair.

Assistant seamstress.—Geneva Roberts (Indian); residence, Oklahoma; age, 19; compensation, \$240. Character, education, and personal habits, fair.

Helper.—John Mack (Indian); residence, Oklahoma; age, —; compensation, \$240. Character, education, and personal habits, fair.

Indian assistants.—Joseph White Bread; \$60 per annum; character, education, and personal habits, fair. James Kelley; \$60 per annum; character, education, and personal habits, fair.

REPORT OF P. McCORMICK, UNITED STATES INDIAN INSPECTOR, ON HIS INVESTIGATION OF CHARGES AGAINST ACTING AGENT BALDWIN, OF KIOWA AGENCY, OKLA.

BERRYVILLE, VA., *January 18, 1897.*

The Honorable SECRETARY OF THE INTERIOR.

SIR: In compliance with instructions to investigate charges against Captain Baldwin, United States Army, acting agent at Kiowa Agency, I have the honor to herewith submit the following report with accompanying testimony taken in said investigation. This investigation was commenced on December 14, 1896, and closed on the night of January 5, 1897. The evidence herewith submitted covers 890 pages of typewritten matter, with many exhibits. This vast amount of evidence necessarily contains a large amount of irrelevant matter. My apology for this voluminous record, and in a great measure irrelevant matter, is that I determined in the beginning of this proceeding to leave no ground for any of the parties to state after the close that evidence was excluded which would in any manner either prove or disprove the charges. The specific charges under which the investigation was ordered were eight, but the evidence will show that many irregularities in the conduct of agency affairs was unfolded, and my aim was to cover the whole field. These investigations just mentioned will be treated of in the proper place:

First charge.—Excessive drinking.

Under this charge much evidence was taken both pro and con. Much of this is necessarily worthless, as many persons were examined who did not see Captain Baldwin for months, and were at a distance from the agency. The testimony bearing directly in support of this charge will be found by referring to the evidence of Captain Burbank, United States Army, on page 190 in part 2; Lieutenant Saville, United States Army, page 176, part 2; William H. Cox, superintendent Fort Sill School, page 149, part 1; D. Noble Crane, Baptist Mission School, page 203, part 2; D. P. Brown, page 292, part 3; Andrew Conover, page 322, part 3; R. E. L. Daniel, page 260, part 2; F. B. Farwell, page 603, part 5; S. A. Johnson, chief clerk, page 628, part 5.

These are some of the principal witnesses who testified as to Captain Baldwin drinking. It will be found by reading the evidence that many more testify to the same. The majority of those examined testify to his drinking. Captain Burbank says that he witnessed the issue of annuities a year ago; that he was at Anadarko

off and on for three or four weeks, and that during that period Captain Baldwin was constantly under the influence of liquor; that he was ordered, with his company, to assist in breaking up a ghost dance on Slenking Creek, and upon that occasion Captain Baldwin was incapacitated from doing his duty. Lieutenant Seville's testimony shows that he witnessed certain annuity issues and grass payments, and that Captain Baldwin was drunk. Superintendent Cox, of Fort Sill School, and Superintendent Crane, of the Baptist Mission, state that Captain Baldwin has visited their schools in an intoxicated condition. Captain Baldwin, in his testimony on page 889, part 6, admits that he drinks, but not often to excess and never when on duty.

The evidence clearly sustains the charge of excessive drinking, both on and off of duty.

Second charge.—Irascibility of temper.

In support of this charge, reference is made to the testimony of Judge M. M. Beavers, part 5, page 633; L. D. Stone, part 5, page 643; J. W. Speake, part 5, page 650; W. F. Dietrich, part 1, page 75; R. E. L. Daniel, part 2, page 260; also Cleveland Brown, Craggs, and others. Many others testify to Captain Baldwin's evenness of temper. A five-weeks observation impressed me with the idea of vindictiveness more than irascibility.

Third charge.—Unreliability in official business dealings.

The evidence on this charge is conflicting. Cases are cited by some of his unreliability, and again others testify to his reliability. The most important witness on the point of unreliability in business matters was S. A. Johnson, chief clerk, page 628, part 5.

Fourth charge.—Appropriation of public property to private use.

I herewith submit exhibit marked "W" which contains an approximate inventory of public property in agent's house for private use. The evidence also shows that public property was loaned to General Miles and party last fall out of the Government storehouse. This property was checked out by a person not in the Government service. Public property is not looked after very closely. An inventory is never taken.

Fifth charge.—Collusion with John Light, a contractor, to defraud the Indians and the Government in the purchase of a certain lot of heifers for issue to the Indians, etc.

Collusion is a difficult thing to prove. Circumstantial evidence is the only means of determining collusion. On November 18, 1895, Captain Baldwin published proposals for heifers and bulls. Said proposals were received at the agency until 1 o'clock, December 28, 1895. These proposals called for bids on 1,400 heifers and 74 bulls. The heifers were to be "well-bred native American cattle." In the proposals the term "American cattle" is described as cattle free from Arkansas, Texas, or Mexican blood. Only one formal bid was received up to 1 o'clock on December 28, 1895, on these proposals. This was the bid of John Light. This bid was sent to the Indian Office and approved, and the contract was made on January 29, 1896, and stipulated that the cattle were to be delivered thirty days after the date of approval. The evidence will show that the cattle were delivered on or about May 1, 1896, two months after the time specified in the contract. The contract price to be paid for these cattle was \$15.50. The proposals or advertisement for bids is herewith filed, marked Exhibit B. The wording of this advertisement was unfortunate; it was calculated to mislead any bona fide bidder. By the term "native American cattle, free from Texas, Arkansas, or Mexican blood" any intending bidder would be led to believe that no cattle could be received under those proposals that came from or were raised south of the quarantine line. It is generally understood that cattle designated as native American cattle are not found south of the quarantine line, but must be sought in Kansas, Missouri, Nebraska, etc. The Indians in council assembled appropriated \$50,000 for the purchase of cattle, and stipulated in their council that when these were purchased they were to be inspected by five representative men from their respective tribes—the Kiowas, Comanches, and Apaches. This stipulation made in council was ignored. One white inspector, by name S. E. Stillwell, was appointed by Captain Baldwin and approved by the Indian Office. After this said inspector had accepted these cattle and the "I. D." brand had been placed on them, Captain

Baldwin sent some Indians out to the pens to look at them. As stated before, the contract price per head was \$15.50. The evidence shows that 800 head of cattle of the same character, fully as good, were purchased by Woodard & Dietrich for \$10.50 per head on time, and if cash had been paid would have cost \$9.50, a difference of \$6 per head. Reference is made to Dietrich's testimony, page 75, part 1; Woodard's testimony, page 165, part 2, and Cragg's testimony, page 45, part 1.

By reading the evidence of Woodard and Dietrich it will be seen that the cattle purchased by them of F. J. Hall & Co. were out of the same lot as the Light cattle, equally as good and \$6 per head less. F. J. Hall & Co. and Sparks have been shown by evidence to be interested in the cattle business with John Light. Pursuing this cattle purchase further, it will be found that after the John Light contract was filled another contract for 500 cattle was let to John Craggs. After the letting of this contract Captain Baldwin represented to the Indian Office that the Indians could furnish 200 head of the Craggs contract. The Indian Office approved of this and Craggs furnished 300 at \$12.87 per head. The other 200 head were furnished, 100 by two squaw men and the other 100 by two Indians named To wac o nie Jim and Wanna. Reference is herewith made to the evidence of To wac o nie Jim, part 3, page 319, and Wanna, part 2, page 206. By reading this evidence it will be seen that these Indians did not have cattle of their own, but testified that they were told by Agent Baldwin to go and get them from John Light and put them in. Light's evidence will also show that he let these Indians have the cattle and was paid for same by Baldwin. Reference is also made to Pearly Witmore, page 233, part 2.

As stated above, collusion can only be proven by the circumstances surrounding this whole cattle transaction. Captain Baldwin has in his possession a surry, the property of John Light. The evidence shows that the surry was purchased by Light of Baldwin, and was left by Light with Baldwin for a pleasure carriage for Mrs. Baldwin. During this investigation the latter part of it was concluded in the town Chickasha, where John Light resides. Captain Baldwin, although being investigated for collusion with John Light on this cattle contract, made Light's house the place of his abode during the investigation. Dietrich's testimony, part 1, page 75, shows that the cattle inspector, Stillwell, accepted a five-dollar check for passing his cattle, which is herewith filed, marked Exhibit J. The testimony of Louis Bentz, page 116, part 1, also shows the acceptance by Stillwell of \$10 for passing certain cattle of Bentz. The testimony taken in this investigation shows that the fair market price of cattle of the kind delivered was not to exceed \$10.50.

I do not pretend to understand the legal effect or force of the circumstances hereinbefore recited, but I desire to summarize them as concisely as possible in such a way as they strike my mind:

First. The agent and Light were warm personal friends, as shown by the evidence, and their relations were of the closest character, as shown by the fact that Light would stay at the agent's house when in his place of residence, and the agent would stay at Light's house when in his place of residence. The evidence shows that the agent remained at the house of Light during the investigation held at his place of residence. Light gave to the agent, whether permanently or for temporary use I do not know, a buggy or surrey. Whether this personal friendship gave to the agent any interest in Light's contract is a matter that can only be determined by an examination of the evidence taken in the case. I am not prepared to say that the evidence justifies the statement that the agent was interested in Light's contract, but all of the circumstances taken together point in that direction.

On November 18, 1895, the agent published his proposal for bids for heifers and bulls. A significant fact is that there was but one bid, and that was made by Mr. Light at \$15.50 per head. It can not be believed that Mr. Light was the only person who had such cattle as were called for by the bids, and therefore there must be some reason why other people owning such cattle did not make their bids. The reason of this is believed to be the misleading character of the advertisement. To illustrate: The heifers were required to be "well-bred native American cattle," and this term imported that the cattle were to be "free from Arkansas, Texas, or Mexican blood." It is true that this bid was approved, but there was nothing else for the Department to do, as there was no other formal bid.

Second. The stipulation was, as before stated, that the cattle were to be free from Arkansas, Texas, or Mexican blood; but, as a matter of fact, the cattle furnished under this contract had more or less blood of one or more of the strains of cattle coming from these several States. This was a distinct violation of the terms proposed in the advertisement.

Third. The advertisement provided that the cattle should be delivered within thirty days after the date of the approval by your Department, and yet, as a matter of fact, these cattle were not delivered until May 1, 1896, more than two months after the approval of the contract by the Department.

Fourth. The price agreed to be paid for the cattle under the term of this contract with Light was \$15.50 in cash. It is a known fact, and fully demonstrated by the evidence now submitted to you, that another lot of cattle coming from the same herd was purchased by two squaw men at \$10.50 per head on time, the cash price of which would have been \$9.50, thus making a difference of \$6 per head. The evidence justifies me in saying that the cattle thus purchased at \$10.50 per head on time were equal in quality to those which were purchased of Light at \$15.50 per head.

Fifth. The cattle purchased at \$10.50 per head on time were procured from F. J. Hull & Co. and Sparks, and the evidence shows not only that these people were engaged in the cattle business, but that they were interested in that business with John Light; so that it seems a curious thing that these interested partners could furnish the same class of cattle at one time at a price \$6 a head less than John Light, the other partner, furnished the other herd or bunch.

Sixth. It will be seen that the respective parties to this purchase of cattle were each to select an inspector or inspectors—that is to say, the agent was to select one white inspector and the Indians were to select five inspectors, who were to be representative men of their tribes. The agent selected Mr. Stillwell, the United States commissioner at Kiowa Agency. His appointment was approved by the Indian Department. It is proper to say that Mr. Stillwell, so far as the evidence shows, had had little or no experience in the cattle business. It is fair to say that he had been a cowboy for about two years, but apart from this was inexperienced in the business. The Indians made no selection of the inspectors to be determined upon by them, and before any selection made by them Mr. Stillwell, as shown by the evidence, inspected the cattle, approved them, and marked them "I. D.," which of course meant that, irrespective of any inspection thereafter to be had by the inspectors to be appointed by the Indians, the bargain was closed and the cattle accepted. It will be seen thus that the Government's inspector had accepted the cattle without consultation with the proposed inspectors to be appointed by the Indians, and by his marking of the cattle had precluded the necessity of any inspection by them, because even if they had thereafter inspected the cattle they could not have erased the letters "I. D.," which meant an acceptance of the cattle by the Government. The result of this is that nobody but the Government's agent has inspected the cattle, to amount to anything. It is true that after this inspection by Stillwell, and after he had marked the cattle "I. D.," the Indians were invited to inspect them. They made the inspection, but declined to certify any paper of approval. Now, bear in mind that Stillwell had no experience, except as before stated, in the cattle business; that Light was the friend of Baldwin and Baldwin the friend of Light; that Baldwin selected Stillwell as the inspector on behalf of the Government; that the Indians were to have five inspectors from their several tribes; that they selected no inspectors; that Stillwell inspected the cattle alone, accepted, and marked them; that the marking meant an acceptance by the Government, irrespective of any inspection by the Indians; that the Indians declined to approve of this acceptance; that these cattle cost \$15.50 per head, when from the same herd there was bought, from people interested with Light in the same business, cattle of like grade at \$6 per head less.

Seventh. The evidence shows that Stillwell accepted so small a sum as \$5 for passing Dietrich's cattle, and that he received \$10 for passing or approving certain cattle of Louis Bentz. The word "bribe" has been hereinbefore used with respect to these payments of money. It may, if regarded too harsh, be regarded as withdrawn; but the fact remains that Stillwell received money from two people who were selling the Government cattle when he himself was in the employ of the Government. The acceptance of money by a Government agent, when in its employ, from persons necessarily holding a hostile interest to the Government can not be too strongly reprobated. It may be that the acceptance of this money was believed by the agent or inspector to be legitimate, but it is hardly to be assumed that the vender of the cattle would pay the Government's agent money unless he had some ulterior purpose to be subserved thereby.

Eighth. On the whole, I am forced to the conclusion that although the evidence is practically circumstantial, still it induces the belief in my mind that there was something wrong, and radically wrong, in this transaction. To say the least of it, the circumstances are so strongly suspicious as to convince me, on the evidence and on the appearance and bearing of the men as they appeared before me, that this agent is not a trustworthy servant of the Government. I have not only read the evidence in this case with care and patience, but I have seen the personal appearance and conduct of the witnesses on the stand, and I am quite sure that I can not do less, in the discharge of my duty, than to say that their conduct, in my judgment, is highly reprehensible.

Sixth charge.—Collusive fraudulent agreement with John Ellis to build Indian houses.

This charge is not sustained by any evidence.

Seventh charge.—Irregular withholding of large sums of money from Indians to build houses and failure to properly account for same.

There is no evidence to show that money is withheld for the above purpose without the consent of the Indians. Major Baldwin has in his possession money belonging to the Indians for the purpose of building houses for them. He states the amount to be between \$6,000 and \$6,500 (Baldwin's testimony, part 6, page 824). The irregularity in this transaction consists in not having reported this to the Department and in not keeping a public record of the same in his office or in giving the Indians a nonnegotiable receipt for the same. The office records disclose nothing of this matter.

Eighth charge.—Presenting false vouchers against the Government.

John Coltan, of Chickasha, Ind. T., testifies, on page 637, part 5, that he sold the agent 1 ton of bran and signed the voucher for oats. Coltan's books show the purchase to have been bran. Major Baldwin, in his evidence, does not remember the circumstances attending this purchase, but does remember the purchase made from Tait & Co., wherein bran was substituted for corn. During this investigation several irregularities were unfolded, which are as follows: The sale of subsistence to one by name Kelly, said Kelly not being a Government employee. R. E. L. Daniel testifies and Miles Norton (the evidence of the first will be found in part 2, page 260, and of the second, page 608, part 5), wherein it is shown that subsistence to the amount of \$79 was sold to this man Kelly under the orders of Agent Baldwin. The sale of these supplies was not taken up on the abstract during the quarters in which it was sold. Major Baldwin claims to have paid the amount of the Kelly purchase himself. The regulations in express terms forbid such sale. The purchase of grain from a white man and oats from a negro is also shown, and the same paid on the Indian roll. The above are some of the irregularities, as shown, not included in the specific charges. Major Baldwin during this investigation was represented by two attorneys from the town of Chickasha, Ind. T., Messrs. Fisher and Fechheimer. Mr. H. Cleveland, on page 30, part 1, testifies that Mr. Fechheimer, one of Major Baldwin's counsel, approached him in the town of Chickasha and suggested that he should absent himself from the reservation during the investigation of these charges and not appear as a witness against Captain Baldwin. Mr. Fechheimer, on page 712, part 5, corroborates Cleveland, but disclaims Captain Baldwin's ignorance of said proposition.

Eight specific charges were made in the letter transmitted from the Department for investigation. From the evidence herewith submitted I am of the opinion that six of these charges are sustained.

In conclusion, I desire to state that I have gone through this evidence carefully and impartially. I invite the most careful scrutiny of the points raised, and hope the evidence may be sifted thoroughly in order that no injustice may be done, and if by so doing it can be shown that I have erred in my judgment, no one will be better satisfied with the results than myself. My only aim has been to state the facts as they appear to me.

Very respectfully,

P. McCORMICK,
United States Indian Inspector.

EXHIBIT A.

[C. A. Cleveland & Co., Indian traders and dealers in general merchandise, hides, furs, and Indian trinkets.]

Mobeadleky	\$2. 90	Quassayah	\$5. 00
Liar Jim	15. 50	Quenone	15. 00
Martin	11. 50	Quoke's wife	21. 50
Ohitonett	24. 75	Odapeah	2. 00
Otykiowa	18. 85	Saumty Billy	6. 00
Pankunky	47. 50	Sanee	12. 00
Pahdocs	6. 00	Sawbehoodle	1. 00
Pawgnodle	24. 55	Tanatone	5. 00
Pankunky's mother	50. 00	Tapedeah	29. 70
Piepcup	2. 00	Tahboonmah	2. 00
Permamsu Jack	62. 45	Timemah	3. 00
Pah co to guodde	3. 25	Tognodleti50
Parker Buanah	38. 10	Teupay, W. M	16. 75

EXHIBIT A—Continued.

Tawaye	\$3.00	Poor Buffalo	\$20.00
Tahvooonah	2.00	Podose and son	21.60
Tayna ah	1.00	Pe Iyah, tanatone wife	17.00
Tayko	1.50	Paytheti	3.10
Toafpah	27.30	Pow owe	2.50
Toukooky	8.50	Say to	9.00
Taurdle daw, Komatty	2.00	Say pay tay hoodle	23.00
Taurdle daw, Mona	1.00	Sit af pate	48.00
Woodard, Lizzie	50.00	Sitkooky (dead)	20.95
White Man, Dan	4.00	Tsoodle, Hy	53.15
Zoetah	3.00	Tontain	39.00
Pahcoty	2.50	Tanatone	28.50
Peahnaniika	2.00	Tonkebaugh	29.10
Zeadlegeat	21.25	Tunaty, widow	27.10
Ahtope	12.00	Tonarco	44.50
Ahdonky	5.00	Ticoboh	12.90
Ahdonky, wife	5.00	Tomatty	33.00
Bigmouth	2.00	Tougnodle	12.70
Branzanda	2.00	Worksookaway	1.00
Belatlahaye	4.00	Waldo, James	8.35
Cozad Below	14.25	Yeah goah	18.30
Cahdahsy	13.00	Youdboy	34.00
Bigtree	113.85	Cats Boy Mossape	62.40
Bigtree, old wife	50.40	Pahbay	4.20
Bigtree, new wife	33.50	Salo	20.50
Bigtree, Komesy	4.00	Sanagnodle	21.50
Bigtree, Navo Dan	5.00	Aquoyote	4.00
Bigtree, Aye quo	8.25	Ahunt	8.00
Bigtree, Tano Dan	9.00	Audlety	6.00
Benny Burns	12.65	Ahpehtone	39.20
Cahlahsy	1.25	Ach lay co.	1.00
Chatay	7.00	Bow	35.75
Chatay	1.75	Coming Bird	11.70
Doanmore, Mattie	3.25	Coming Bird, old wife	10.00
Esapoomah	9.50	Coming Bird, new wife	7.00
Emoah, Wm. Patterson	22.60	Ahchisdah	42.40
Ashcaltin	3.00	Do Done	19.55
Esature	2.00	Daweby	5.50
Gawtaky	2.00	Addeckapap	41.65
Hiwena	2.00	James Ahtone	76.00
Hoantike	25.35	Brace Ned	16.90
Ira	6.25	Dangerous Eagle, Mrs.	8.00
Joe Boyer	1.00	Dana	18.25
Koapty	46.85	Domatty	10.00
Kate Ap	1.00	Erwith takewap	33.50
Kontay	2.00	Esatigh	9.25
Kantabone	24.00	Frizzle Head	24.75
Koetily	.50	Featherhead	15.25
Keahrtioo	16.50	Guochat	17.45
Kothy	28.50	Guochat, Webb	42.90
Kla lit suah	2.00	Goomdaw	3.05
Jim Woodard's brother-in-law	1.00	Gawky	4.00
Lonewolf	46.60	Keahkeah	5.00
Mahsut, Jessie	7.25	Hah toyo	46.65
Kokoom	38.50	Humma Johnaditz	4.00
Lone Bear	23.25	Haw Baw	5.00
Lonewolf, Hy	37.65	Tality	4.50
Leslie Earle	6.00	Hoba	13.75
Mahsut	25.00	Kicking Bird	91.30
Mona	2.00	Konad	60.85
Nemotah	51.05	Komatty	20.00
Odlepah	29.75	Keah Bow Edgar	36.75
Opnequodle (dead)	25.50	Kioutile	17.50
Pahdoco	8.85	Kardly	26.25
Poto	5.00	Kiowa, Jimmy	28.50
Potap	7.00	Kiowa, George	35.10
Penetethka	10.25		

EXHIBIT B.

Proposals for heifers and bulls.

KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Okla., November 18, 1895.

Sealed proposals, indorsed "Proposals for heifers, etc.," as the case may be, and addressed to the undersigned at Anadarko, Okla., will be received at this agency until 1 o'clock p. m. of Saturday, December 28, 1895, for furnishing and delivering at this agency about 1,400 heifers and 74 bulls. The heifers must be well-bred native American cattle, 1 or 2 years old. The bulls must be graded native American cattle, not less than 2 nor over 4 years old, free from any blemishes, and must weigh not less than 800 pounds.

By the term "American cattle" is understood cattle free from any Arkansas, Texas, or Mexican blood. By the term "graded" is understood half-breeds from thoroughbred bulls.

In all cases bidders must state where the animals offered were born and bred.

The right is reserved to reject any or all bids, or any part of any bid, if deemed for the best interest of the service.

CERTIFIED CHECKS.

Each bid must be accompanied by a certified check or draft upon United States depository, or solvent national bank in the vicinity of the residence of the bidder, made payable to the order of the Commissioner of Indian Affairs, for at least 5 per cent of the amount of the proposal, which check or draft will be forfeited to the United States in case any bidder or bidders receiving an award shall fail to promptly execute a contract with good and sufficient sureties, otherwise to be returned to the bidder.

Bids accompanied by cash, in lieu of certified checks, will not be considered.

For any further information apply to

FRANK D. BALDWIN, U. S. A.,
Acting Indian Agent.

EXHIBIT C.

Circular.

APACHE, KIOWA, AND COMANCHE AGENCY,
Anadarko, Okla., November 24, 1896.

During the payment of moneys about to be made to the Indians of this agency no traders or other creditors, or their representatives, will be permitted to come within 50 yards of the building wherein payment is being made, nor within any inclosure near by, for the purpose of soliciting from such Indians as owe them payment of amounts claimed to be due, and no unusual efforts will be tolerated to enforce such payments. (See section 163, Regulations, 1894.)

No tents or camping outfits will be located nearer than 200 yards of the military guard or building in which payment is being made, nor inside any inclosure inclosing the same.

The question of crediting the Indians often far beyond their ability to pay, and so often for articles that are not necessary, has so frequently been the subject of discussion, and the opposition of the Department to the same being well known to all concerned, therefore, for the protection of the Indians, which will as well result to the interest of the trader, I respectfully announce that at the coming payment, and at all subsequent payments, no person will be permitted to come anywhere near the pay table for the purpose of collecting moneys from Indians for any purpose whatever.

Under instructions from the honorable Commissioner of Indian Affairs, all traders are required to enter in a book each item, with cost of same, sold to an Indian on credit, and to furnish the Indian an itemized statement of his account when settlement is made. It is desired that the Indians pay their debts, and they will be advised and urged to do so to their fullest ability during this payment, and to not run in debt again, but to pay cash and purchase wherever they can secure goods cheapest.

Within one month after concluding this payment, traders are advised to submit

itemized bills to this office of all Indians who do not pay their indebtedness in full, when, upon acknowledgment of the same by the debtor, further ways and means will be considered with a view of bringing about a full settlement.

FRANK D. BALDWIN,
Captain Fifth Infantry, Acting Agent.

Approved:
D. M. BROWNING,
Commissioner of Indian Affairs.

EXHIBIT D.

KIOWA AGENCY, ANADARKO, OKLA., *October 2, 1896.*

Hon. COMMISSIONER OF INDIAN AFFAIRS, *Washington, D. C.:*

SIR: I asked to have Mr. Brown's letter, addressed to you of date August 25, 1896, returned to me that I might make official reply to some of his statements. Upon more careful consideration of the contents of said letter, there is so little that is worthy of notice that my comments will be few. As to the "Bosin" buggy matter, nothing could be of a more positive confirmatory character than his (Bosin's) sworn statement that what I have stated is true in every particular. Bosin did not have one cent to pay toward the buggy when it arrived. More than a year ago all of the traders assembled at my house in response to my request for the purpose of considering the question of the excessive credit system that had been allowed the Indians, the main object being to establish some way and means whereby it could be curtailed.

All were in favor of this but Mr. Brown, who interposed in the main trifling objections, and unless the Government would employ all necessary additional help to carry out any plan I saw that the matter would have to be held over; and believing that the traders should bear the entire expense attending such a plan, the matter rested; but I took occasion to express to the traders my views, which I believed were the wishes of the Department, and have been made subjects of frequent communications on the question of limiting the credit trade with the Indians within their possibilities of payment.

The question of Indians purchasing carriages or like vehicles was especially mentioned, and my positive opposition to this was made clear to all, especially where the Indian could not pay cash in full.

Mr. Brown's plea that the regulations permit the selling of such useless articles as buggies is very weak, in the face of the fact that the Indian to whom he would sell is living in a "teepee" with borrowed poles, his wife is scrub woman at the office, and he working on a salary of \$10 per month, with a family of five to support. Deluded creatures! A fine example of protection for the Indian by the Government, when their agent would permit a starving family, half clad, to purchase of an unreasonable trader or anyone else, on credit, or even for cash, a two-seated buggy, finer in style and equipment than anyone else on the reservation does afford.

This same Indian is now begging for a wagon, saying he has nothing to haul wood in, forgetting all this when he was willing to run in debt for a buggy.

Of course I told Bosin that he would not be permitted to purchase a surrey, and Mr. Brown bargained with him for it in the face of my opposition to India's purchasing such rigs under any circumstances, and he is the only trader who has done so under similar circumstances, other traders having shown some respect for my wishes and reasons for not selling such goods to Indians.

One point more. It is a well-known fact, and a matter of record in your office, that I have made every effort possible to assist these Indians in paying their debts. Since my assuming charge of this agency they have received \$186,000 on account of "grass money," besides large sums of money for various supplies they have furnished. Out of this they have deposited with me less than \$7,000 to pay the carpenters to build houses for them. No argument is necessary to show the fallacy of Mr. Brown's statement on this question. The great trouble is a very small sum of money has been diverted from the traders for the personal benefit of the Indian, to enable him to rise above the position of a beggar and dependent upon the small pittance furnished by the Government. Every penny the Indian receives is considered the legitimate property of the trader, and his license is the guaranty of this. The Government must furnish the Indian everything that is necessary to feed, protect, and provide for his advancement, holding them as dependents instead of making them independent and self-supporting.

As to my influencing the Indians not to pay their honest debts, it is as foreign from the fact as anything can be. I have at all times advised them to pay their debts, but it is not encouraging when one has done as much as I have to enable these people to pay what they owe to find that they are about as heavily in debt at each subsequent payment as they were before.

So long as this state of affairs exists, certainly the traders can not be working in accord with the Department in its efforts to raise these people above the condition of peons—a condition worse than slavery.

In Mr. Brown's efforts to collect from the Indians through the courts no one has thought of questioning his right to do so, and no one can question the right of the Department to protect these people in their efforts to provide for their families a home. It is not to the interest of the traders to advance these Indians to a condition of becoming a self-thinking people. This is a condition these people are rapidly arriving at: they are thinking for themselves, learning that they can be independent of the traders by purchasing their supplies where they can get them cheaper, etc.

All the balance of Mr. Brown's letter is of such a nature as to not require or deserve notice, a careful consideration of which can not but demonstrate a contradictory and selfish statement and motive.

He has publicly stated to at least two persons, Lieutenant Nichols, U. S. A., and Mr. J. W. Light, of Chickasha, that he intended to oppose me in every move I make. Finally, the agent is not agent for the traders, but in every sense of the word is agent for these Indians, and there is where all the trouble is. Mr. Brown has made his boasts to me that he put one agent out after a seven months' fight, or something of that kind.

I have every reason to believe that the majority of the traders are in full accord with every effort of the Department to help these Indians. In every instance where one of the latter has deposited money to build himself a house the trader has told the Indian it was "good" and he could pay as soon as he could. This must be the course of action of not only traders but of every person allowed on the reservation if it is expected to realize the best results of the efforts now being made in behalf of these people, and any person who does by act or word interpose the slightest objection must be deprived of every privilege.

I shall not approve of the renewal of another license except on a satisfactory guarantee that the credit system will be reduced to the smallest amount.

The inclosures herewith were not received until after I had started East on my ten days' leave, owing to their having been mailed to wrong address.

Very respectfully,

FRANK D. BALDWIN,
Captain, Fifth Infantry, Acting Agent.

EXHIBIT E.

KIOWA AGENCY, OKLA., August 20, 1896.

HONORABLE COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: In forwarding the application of Dudley P. Brown for renewal of license as Indian trader on the Apache, Kiowa, and Comanche Reservation without my approval I do so for the following reasons:

It is a fact well known by all of the Indian traders that the selling of goods, especially such as are of no real value to the Indians, on credit is positively against the wishes and policy of the Department, and greatly to the detriment of the Indians; still Mr. Brown ordered and sold a two-seated buggy to one Frank Bosin, a policeman, costing \$120, and, as it turned out, the said Bosin did not have one cent of money to pay toward the wagon, and had promised to turn over all of his pay received as policeman and his grass moneys until he had paid for the same; thus depriving himself of every means to support his family and to provide articles of household furniture, etc., which he should have; besides, the said Bosin was, and is now, owing the traders more than he can pay inside of a year.

Second. Many of the Indians have placed various sums of money in my hands for the purpose of paying carpenters to build them a house and to purchase young heifers. Mr. Brown has sued these Indians for debts due him on account of selling them goods beyond their ability to pay, and has garnisheed the funds left with me, thus endeavoring to thwart the efforts of the Department as well as the laudable efforts of the Indian to provide himself a home and shelter for his family, thus

putting him a long way on the road toward civilization. Such actions as Mr. Brown's must be stopped, or else all efforts to civilize or make prosperous these Indians may as well stop. I shall not approve of the renewal of the traders' licenses in future unless they stop trusting and selling the Indians goods on credit.

Very respectfully,

FRANK D. BALDWIN,
Captain, Fifth Infantry, Acting Indian Agent.

ANADARKO, OKLA., August 25, 1896.

Hon. D. M. BROWNING,
Commissioner of Indian Affairs, Washington, D. C.

SIR: I am in receipt of the inclosed letter, dated August 20, directed to yourself and signed by Major Baldwin, acting Indian agent at this agency; and replying thereto I beg to say that when Major Baldwin wrote you in his letter that I had "ordered and sold a two-seated buggy to one Frank Bosin, a policeman, costing \$120. and, as it turned out, the said Frank Bosin did not have one cent of money to pay toward the wagon and had promised to turn over all his pay received as a policeman and his grass money until he paid for the same, thus depriving himself of any means to support his family and provide articles of household furniture, etc., which he should have; besides the said Bosin was, and is now, owing the traders more than he could pay inside of a year," he states a willful and malicious falsehood. Also, when he states that Bosin promised to pay over all his pay as a policeman and his grass moneys until he had paid for the buggy is false and without one scintilla of truth to justify such a statement. I have never sold said Bosin a two-seated buggy or vehicle of any description; but the 1st of last June Bosin came to my store and selected a surrey from a catalogue, and stated to me that he would pay a part of his grass money, which would be paid him within a few days, and would pay all of his police salary, which would be due him September 30 of this year, and part of his next grass money, and then continue to pay a part of whatever money he would receive from any source until he had paid in full for the surrey. The surrey cost me at Kansas City \$74.75, and the harness cost me in the same city \$14. The freight on the surrey and harness was \$16.15: total, \$104.90.

Bosin agreed to pay me \$120 for the above-named goods. The firm from whom I ordered the surrey, at the time of receiving my letter, wrote me they did not have the same in stock and asked permission to order the surrey from the manufactory. I saw Bosin, explained to him the cause of the delay, and asked him what I should do. He told me to order it, and at the same time told me that he had received his grass money, and had \$55 to pay for the above goods as soon as they arrived. Fearing that he would spend this money, I requested him to deposit it with me, and that when the goods arrived he could pay it on account. This he refused to do, but said he would keep the money and pay it when the goods came. When they came I showed the surrey to him, and he said it was satisfactory, but that Major Baldwin had told him that he could not buy it, and that he was afraid if he took it he would be discharged from his position as policeman. I asked him if he had explained all the circumstances of the case to Major Baldwin, and he said that he had not. I told him to go up and do so; to return and tell me what Major Baldwin said. He did this and told me that Major Baldwin refused to allow him to take the surrey. Then I saw Major Baldwin and explained to him the circumstances of the case as herein stated, and told him that when Bosin ordered the goods that I asked him (Bosin) if he owed any of the other traders, and that if he did to take his \$55 and pay them; that he should first pay his debts before increasing the same by the purchase of a surrey, and that Bosin had told me that he did not owe any of the other traders. I told Major Baldwin that I thought he should explain to Bosin that he was in honor bound to take the surrey, as he had ordered it, and that I should be willing for him to take it and pay for it as he had agreed, eliminating the first payment of \$55, as that was past consideration, having been spent by Bosin in the interim between the ordering and arrival of the goods. I understood from Major Baldwin's language to me that he would do this, and I told him that I would go and bring Bosin to him and he could tell Bosin in my presence, but he said that he preferred to speak to him alone.

Major Baldwin stated that I had "ordered and sold" the vehicle in question, and I feel perfectly justified in making the remarks and attributing the motives to him which I have done in this letter, for I only ordered and never sold the goods named to Bosin. Major Baldwin refused to permit Bosin to take them. The goods have never been taken from my store by Bosin, or by anyone else, but

are still here. Major Baldwin has not shown the common honesty due to me in writing the kind of letter to you which he did, in not giving you all the facts in the case, which was due to you and in justice to me; but has suppressed a part of them, which part would have a tendency to influence you against me, while the facts were thoroughly and plainly explained to him and should have been told to you by him without fear or favor.

In regard to Frank Bosin's indebtedness to other traders, it is a subject of which, as a competitor, I have no knowledge, but did have Bosin's word, as stated above, that he did not owe any of the other traders at the time he ordered these goods. Now, as regards ordering the surrey for Bosin being positively "against the wishes and policies of the Department, and greatly to the detriment of the Indians," I wish to say that I have never received any instructions to that effect from Major Baldwin, nor from anyone else; but, on the contrary, the sale to the Indians of the goods ordered is mentioned and allowed in my copy of the laws and regulations relative to trade with Indian tribes, dated December 5, 1893, and I have not been furnished with a copy subsequent to the date mentioned. I only recognize Major Baldwin as the representative of your Department, and if the sale of such goods in question is against the wish and policy of your office, I respectfully request to be informed of that fact, as there is not to my knowledge a trader upon this reservation, or any other reservations, who has ever received any such orders, though judging from Major Baldwin's letter to you it is against his own ideas; but I fully recognize permission as contained in the regulation just mentioned to sell such goods until otherwise ordered, regardless of Major Baldwin's ideas or opinions, as the best of my information, based upon the enumeration of the articles named in my copy of regulations, shows me that the articles permitted to be sold to Indians by licensed traders are decided by yourself and not by your subordinates.

The traders on this reservation have sold the class of goods objected to by Major Baldwin, mentioned in his letter, for the past twelve years. I have done the same myself. I have been in the market purchasing this class of goods when different traders from different reservations have been purchasing similar, and in some cases the same, goods and shipping to their stores for sale to the Indians upon the reservation where they were licensed to trade. Everything shows me plainly that, so far as permission of your office to sell such goods to Indians, it has ceased to be a debatable question. When Major Baldwin states that I have sued these Indians for debts on account "of selling them goods beyond their ability to pay," he exhibits a dense ignorance of his subject, or a flagrant disregard of the truth, as I have only five or six Indians on my books who have traded beyond their ability to pay in full from the next grass money to be paid them. Major Baldwin's well-known, self-praised, and publicly expressed opposition toward the traders, and the fact that he kept money for the Indian to apply toward building them houses, when that money had been pledged to the traders for credit extended to the Indians six months prior to the last grass payment, was construed by the Indians to discourage the prompt payment of their debts. The Indians told me this, told my clerks the same, and I am informed by other traders that they had been told the identical statement by Indians. Major Baldwin said to me that he had told the Indians to leave their money with him to build their houses, and if they owed the traders anything to let the traders wait for their money. By that statement he recognizes that the money at the time he received it from the Indian, where such Indian depositing the money with him for the purpose named owed that money in all fairness and equity to the traders. The effect of such language, coming from the acting agent, upon the minds of these Indians, I submit to your own sense of right and wrong, and the propriety of such advice, coming from one occupying Major Baldwin's position as acting agent, I leave to your ideas of honor and fairness between man and man and your own loyalty to the cause of Indian advancement.

When an Indian buys goods on credit, my copy of the laws and regulations says "He is expected to pay for the same promptly and in the manner and at the time agreed upon." I respectfully leave it to you whether Major Baldwin, by giving such advice, is thwarting the efforts of your Department, or whether I am guilty of that charge, as stated by him. If the Indians take his advice in one thing, will they not take it in another, and especially will they not grasp at every opportunity to delay the payment of their just debts when proposed to them and bearing the sanction of their agent; and is it not inconsistent with your policy, as quoted above and contained in my copy of the laws and regulations? My own common sense, regardless of any personal interest on the subject, shows to me that it is detrimental to the advancement of these people and against the policy of your Department. After Major Baldwin told me of the advice he had given these Indians—viz, to let the traders wait for their money—I consulted Hon. John H. Burford, late associate

justice of the supreme court of this Territory, and explained the case to him fully, and he told me that he believed that I had a just cause for suit, and if I brought suit against the Indians and garnisheed the money in Major Baldwin's hands, that his opinion was that he would win the case. The case was tried. I won, and got judgment against the Indians and Major Baldwin. United States Attorney Brooks, of Oklahoma, defended the cases for Major Baldwin, and Judge Burford prosecuted them, thus showing very plainly as a question of law, in the opinion of the judge, a representative of the Department of Justice, before whom they were tried, that he did not think the efforts of the Indians, proposed and encouraged by Major Baldwin, to provide themselves with houses and shelter for themselves and their families at the expense of the traders was as laudable as Major Baldwin so proudly states in his letter to you.

I beg to say that as a merchant I buy goods for cash and on credit—the cash as long as it lasts and on credit as long as it holds out, both being generally exhausted by the time the grass payments are made. As I have to pay for my goods, if bought on credit, within ten, thirty, sixty, and ninety days from the date of the invoices, and owing to the conditions and circumstances surrounding the management of affairs upon our reservation, I am compelled to wait on my customers for their money for the goods sold them for from six months to a year. I mention this to conserve the truth, and not in any spirit of criticism or complaint, but in justice to myself. Not one thing was shown that indicated before the trial above mentioned, during the same, nor has there been since, that my efforts to collect my honest and just debts displayed in the slightest degree any intention to "thwart the policy of your Department." I have always been taught that the law of the land is above and superior to the voluntary edict of any one individual not authorized to define the statutes; and as I have never been instructed by your office not to garnishee the Indian's money, under the present or any other condition, and as the law covering the case in question plainly gives me the right to do so, I can not see wherein I have interfered with or thwarted the efforts of your Department.

I stand ready at any and all times, under any and all circumstances, to obey the mandates of your office and to uphold in any possible way the policies of your Department.

The Indians of our reservation have been quite prosperous, to my personal knowledge, for the past eighteen years, sixteen of which was before Major Baldwin ever advised them to provide houses and shelter for their families, and by so doing, under the circumstances in the case, violate their word of honor with the traders, and, as Major Baldwin states, put themselves on the "road to civilization." And I beg leave to leave it to you if an Indian can not build a house without being advised by Major Baldwin, which advice, if followed, forces the Indian into the attitude of a falsifier and stultifies all past efforts to improve his moral sense of duty and obligation. Had he not better go a little slow on this road to civilization as outlined by Major Baldwin, and be evolved thereby into a respectable, duty-recognizing, and upright citizen, instead of following the advice of Major Baldwin, and thereby taking short cuts to the same end, but with dishonest tendencies?

I believe in the Indians building houses and improving their condition in every possible way that is consistent, and by both word and deed have encouraged them with what influence I have. But I do not believe in them accomplishing that or any other object at a sacrifice of well known and recognized principles, which, if ignored, can only tend toward a contempt for and of moral obligations. Major Baldwin has told me twice within the last year that he intended carrying out his policies if it broke every trader on this reservation, and that he did not care a damn if it did. And I wish to say, that if his policy is your policy, I humbly bow to the inevitable and will hold out as long as your pleasure and my finances will last upon the latter condition, but I do not believe that his reference to the course he said he would pursue bears the sanction and approval of your office. His language to me, referring to the traders has been villainous, obscene, unjust, and without warrant, for he said to me at Fort Sill that "the traders reminded him of a lot of vultures hovering over a carcass in their efforts to collect their debts from the Indians!" When he remarked this, instantly I told him he had to apologize to me. He apologized. "Of what meat doth this man feed" that he is so superior to mankind in general and Indian traders in particular? As compared with the traders of this reservation, he has shown a lamentable lack of tact, of gentility, and of fairness, as I have numerous cases in my mind where they have given him the benefit of their influence with the Indians in his efforts to carry out his different plans; and I have yet to know personally (but by hearsay from Major Baldwin himself) of any Indian trader interfering with or obstructing or thwarting the policies of your Department as made known by your office to the traders on this reservation. To the best of my knowledge, they have been courteous, gentlemanly, and just in their treatment and intercourse, both business and social,

upon all occasions, with Major Baldwin. I have endeavored to give you all the facts surrounding this case, and I have not the slightest apprehension regarding the issuance of my license by you, for I feel that I have not either intentionally or otherwise committed any fault, or in any way obstructed the advancement of these Indians, regardless of Major Baldwin's opinion to the contrary and of his approval or disapproval of my application.

I have furnished Major Baldwin with a copy of this letter by to-day's mail, as it always has been, is at present, and shall continue as long as I am a trader, neither by word nor deed, to ever take any advantage of him.

I have the honor to inclose herewith a letter written by me to Major Baldwin with the indorsements contained thereon and statement made by Frank Bosin.

I am, respectfully, your obedient servant,

DUDLEY P. BROWN.

KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Okla., August 22, 1896.

SIR: I am in receipt of your communication of the 20th, in which you state your reasons for disapproving of the renewal of my trader's license. I would like to know if the reasons stated in your letter of above date were all the reasons given to the honorable Commissioner, and also if they are all the reasons you have for withholding your approval to the renewal of my license.

I am, very respectfully,

DUDLEY P. BROWN.

Maj. FRANK D. BALDWIN,
Acting Indian Agent, Anadarko, Okla.

[First indorsement.]

AUGUST 22, 1896.

Respectfully returned with the information that the letter referred to within is a copy of the one forwarded to the Commissioner with your request for renewal of license.

FRANK D. BALDWIN, U. S. A.,
Acting Agent.

[Second indorsement.]

AUGUST 22, 1896.

Respectfully returned with the information that I am aware of the above information, but that your indorsement herein does not answer the questions asked. I would like a reply to my questions asked, or a refusal to answer them.

Very respectfully,

DUDLEY P. BROWN.

[Third indorsement.]

No other reasons than those given in my letter to Commissioner, of which you have a copy, were assigned or given for my action in the premises.

Yours, etc.,

BALDWIN.

[Fourth indorsement.]

AUGUST 22, 1896.

Respectfully returned with the request that you state whether or not you have any reason or reasons for withholding your approval to my application for renewal of my trader's license, other than those given in your letter to the honorable Commissioner.

Very respectfully,

DUDLEY P. BROWN.

[Fifth indorsement.]

None whatever.

BALDWIN.

Maj. FRANK D. BALDWIN,
Acting United States Indian Agent, Anadarko, Okla.

AUGUST 25, 1896.

SIR: Inclosed herewith find copies of letter and statement of Frank Bosin, the originals of which I have this day forwarded to the honorable Commissioner of Indian Affairs.

Respectfully,

DUDLEY P. BROWN.

ANADARKO, OKLA., *September 11, 1896.*

Maj. FRANK D. BALDWIN,
Acting Indian Agent, Anadarko, Okla.

SIR: Please inform me of the date of the honorable Commissioner's letter to you in which he orders me to close out my business here.

Very respectfully, DUDLEY P. BROWN.

August 26, 1896. (This in pencil; at first no name signed to it.)

S. A. JOHNSON.

ANADARKO, OKLA., *September 11, 1896.*

Major BALDWIN, *Acting Agent, Anadarko, Okla.*

SIR: Please sign your name to the above pencil marks if you wrote them, and if not written by you, have the party sign his or her name who did write them.

Very respectfully, DUDLEY P. BROWN.

ANADARKO, OKLA., *September 11, 1896.*

Maj. FRANK D. BALDWIN,
Acting Indian Agent, Anadarko, Okla.

SIR: If the honorable Commissioner directed you to notify me to close out my business here, under date of August 26, 1896, please inform me why you delayed doing so until September 9, 1896, being fifteen days subsequent to the date of the honorable Commissioner's letter and approximately twelve days after the receipt thereof by you.

Very respectfully, DUDLEY P. BROWN.

The letter was received at the Agency September 8, 1896.

S. A. J.

("S. A. J." is Johnson, chief clerk for Major Baldwin.)

KIOWA AGENCY, *Anadarko, Okla., September 9, 1896.*

D. P. BROWN, Esq., *Anadarko, Okla.*

SIR: As directed by the honorable Commissioner of Indian Affairs, I communicate the following extract from letter received from him for your information and guidance:

* * * * *

"You may inform Mr. Brown that his license will not be renewed and that a reasonable time will be given him in which to close out his business. You will inform this office within the next six weeks or sixty days as to whether Mr. Brown is making bona fide efforts to dispose of his business.

"Yours, respectfully,

"THOS. P. SMITH,
"Acting Commissioner."

* * * * *

Very respectfully,

FRANK D. BALDWIN,
Captain Fifth Infantry, Acting Agent.

ANADARKO, OKLA., *September 10, 1896.*

Hon. COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: I have the honor to inclose herewith copy of letter received last night from Maj. Frank D. Baldwin, acting Indian agent here, and to request your reasons for the order contained in the copy (incomplete) of your letter to Major Baldwin, furnished me by him.

I have the honor to be, very respectfully, DUDLEY P. BROWN.

No reply to this. I did not wait for it.

D. P. B.

EXHIBIT F.

KIOWA AGENCY, *Anadarko, Okla., October 5, 1896.*

Hon. COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: I am in receipt of a note from Mr. D. P. Brown, wherein he states that he has agreed to dismiss at his own expense the cases instituted by him against certain Indians of this agency, and whose money he garnisheed in my hands, asking me to address you or himself on the question, with a view "thus attempting to end a controversy the culmination of which can be of no possible good to those most vitally interested." In connection with which I have the honor to state that when Mr. Brown does these things, and acknowledges that the trader must in all things be governed by such rules as may be established by the Department or through its agents, when such rules are not oppressive to any one, nor in conflict with regulations, but are purely in the interests of the Indian and the Government, and he acts fully in accord with the same in all matters, I shall have no objection to the renewal of his license to the 1st day of January, 1897, subsequent renewal to depend on circumstances.

Very respectfully,

FRANK D. BALDWIN,
Captain Fifth Infantry, Acting Agent.

EXHIBIT G.

WASHINGTON, D. C., *September 28, 1896.*

Maj. FRANK D. BALDWIN,
Acting Indian Agent, Anadarko, Okla.

SIR: The honorable Commissioner has suggested to me, to facilitate an early adjustment of the official differences existing between you and myself, that I state to you that I have agreed to dismiss, at my expense, the cases instituted by me against certain Indians of the Kiowa Agency, and whose money I garnisheed in your hands, and thus attempting to end a controversy the culmination of which can be of no possible good to those most vitally interested.

I await your early reply, addressed either to the honorable Commissioner or myself here at the Ebbitt House.

Very respectfully,

DUDLEY P. BROWN.

EXHIBIT H.

Police accounts.

RAINY MOUNTAIN.		COMANCHE.	
Oop ty	\$3.50	Nin Cy	\$12.50
Frank Bosee	19.30	Black Crow Wife	1.50
Ase pe ma	14.20	Wat su Mum su kis, wife	27.50
Apachey Jim	41.95	Addi ca pap (Young Wife)	4.50
Edward Pah bia	52.65	Jess Mah seet	7.50
Ko nad (White Buffalo)	20.75	Wan he	12.00
Harry Ware	25.75	Par do ko	13.35
Adche Laco	15.85	Quannah Parker	77.75
Charley Ohe tant	34.65	Ase Pe ma	14.20
Kiawa Jimmey	17.00	Sho sho ny	3.00
Tanka bo	52.05	Tena que	1.00
Weith tah	14.25	Red Bird	9.00
Tsee Tsle	16.70	Cornelius Errora	9.10
Harney	20.40	Tiv af penny	90.00
Tas sa anch	25.50	Te bo se	8.00
Ton o cho	76.35	Wooth to sook i wi	6.00
Mo sape	15.75	Weith tah	14.25
Webb Aukey	21.75	Woo yec ka	7.00
		Kertath to quo	8.75
Total	488.35	Har ney	20.40
		Red Man	4.25

Police accounts—Continued.

COMANCHE—continued.

Mah Seit	\$6.50
William Tevis	2.60
Alexander	10.50
Albert	4.45
Car pio	1.25
Ec co be	1.00
Wood da habby	90.00
Hi we na	84.25
Uni a cut	17.00
Pi e ta	16.00
Cha ti me	2.25
Total	<u>587.35</u>

KIOWA.

O te Kiowa (Smoky)	7.50
Ned Brace	2.00
Otis Ko zad	1.00
Sam ko	2.00
Ma Sape	14.50
Webb Au key	21.75
Eo naf pa	1.00
Ah Donky	70.00
Willis Tanpy	2.00
Heid seike	1.00
Tof pah	7.00
Calvi	18.90
John Henry	5.00
Moses	7.35
Poor Buffalo	20.00
Po e ta	1.00
Coty	25.55
Big Tree	11.75
Lone Wolf	36.00
Copty	3.50
Benny Berns	33.30
Ko Kone	2.65
Billey Sompty	5.00
Belo Cozad	4.30
Frank Bosee	19.30
Zeadle geat	3.00
Humming Bird	8.05
Opin Quodle	6.25
Ko nad	20.75
Hoen ti ke	13.00
Red Buffalo	2.00
One Eyed Sam	11.05
Haum py	4.80
Harry Ware	25.75
Dame quodle	14.20
Martha Napa wats	3.25
Haum po	11.65
Emo tah	2.25
Aquo Yote	30.00
Charles One tant	34.65
Ko Malty	46.05
Kiowa Jimmy	17.00

KIOWA—continued.

Tanka bo	\$52.05
Tena tone	54.20
Kiowa George	8.50
Woodard's mother-in-law	16.25
Tonke am has, wife	4.25
Smoke	3.00
Total	<u>715.75</u>

APACHE.

White Man	10.15
Joseph Whiteman's wife	4.00
Megah	7.65
Wa c ha cus	2.25
Pap poose	5.00
Dora	4.75
Arche Laco	15.85
Has Chal ta	12.15
Apache Jim	41.95
Sa ba goe s, wife	8.50
Achil tas, daughter	2.50
Tseel tsi sah	53.20
Pa ce ace, wife	7.00
Ed Pah bia	52.65
Achil tas, wife	9.25
Ah Chil ta	28.00
Ah Chil tas Ol, wife	44.85
Ca re so	5.65
Pa tah	1.00
Cha wath li ne	1.00
Apache Stephen	12.80
Apac e John Man	10.25
Cha ta	4.00
John Quo	53.10
Pe we nofpit, wife	13.35
Koo sol	1.75
Lympey, wife	3.25
Di va co	26.45
Rolling Poney	5.60
Joe Hunter	17.85
Tas sa anche	25.50
Koon tah	13.25
Soon tah	38.90
Tsee tslee	16.70
Ti Hau	17.50
Jay Pay chudle	27.65
Ba Con nah	29.00
Koos tah	24.90
Ben Roach	97.51
Louise Zanobia	46.72

Total	803.38
	587.35
	715.75
	<u>2,056.48</u>

28 KIOWA, COMANCHE, AND APACHE INDIAN RESERVATION.

EXHIBIT I.

A. K. C. AND W. AGENCY, OKLA. TY., Nov. 28, '95.

Tribe, _____; name, _____; No. ____; No. in family, ____; amount this Indian owes the traders, _____; amount of credit to be given by any Indian trader on the A. K. C. and W. Reservation, \$_____.

Date.	Name of trader.	Amt. sold.

§ —. No. 1082. FORT SILL, OKLA. TER., _____, 18—.

In consideration of his approval and endorsement, I hereby promise the commanding officer of my company that I will pay Rice & Quinette, post traders, immediately after my first payment by the paymaster, the sum of _____ dollars for value received.

SANTIAGO.

Approved:

F. D. BALDWIN, Act'g Agent.

Prorate book.

No. of I.	Band.	Name of Indian.	Amt. paid F. L. F.	Amt. paid J. C.	Amt. paid D. P. B.	Amt. paid C. A. C. & Co.	Amt. Prorate.
28	40	Stumbling Bear	\$48.00	\$15.00	\$24.00	\$12.00	\$99.00

Collection book.

No. of I.	Band.	Name of Indian.	Amt. due F. L. F.	Amt. due J. C.	Amt. due D. P. B.	Amt. due C. A. C. & Co.	Amts. due (totals).
28	40	Stumbling Bear	\$80.00	\$25.00	\$40.00	\$20.00	\$165.00

EXHIBIT J.

No. ____.

CHICKASHA, IND. TER., May 9, 1896.

The Citizens' Bank, of Chickasha, Ind. Ter., pay to the order of S. E. Stillwell \$5.00 five dollars.

W. F. DIETRICH.

(Indorsed on back:) Pay to order of C. A. Cleveland & Co. S. E. Stillwell. Pay to order of J. A. Bohart. C. A. Cleveland & Co. Bank of Chickasha, Chickasha, Ind. Ter.

EXHIBIT K.

ANADARKO, OKLA., December, 1896.

Indian balances due.

[C. A. Cleveland & Co., Indian traders and dealers in general merchandise, hides, furs, and Indian trinkets.]

Ahunt	\$3.25	Tene quer	\$8.50
Ahko	1.00	Weath tah cha coben	1.00
Fisher	1.25	Yoniacut	32.00
J. D. Jackson	3.00	Chaddlekonky	1.00

Indian balances due—Continued.

Dost lathle.....	\$20.00	Payeth te.....	\$3.10
Cha tommy.....	17.00	Ponowe.....	2.50
Audlely.....	3.65		
Pamk ihe.....	7.00		590.80
Pah vokes.....	4.00		
Balah.....	15.75	Set Konky.....	20.95
Sate pe ahtone.....	10.90	Ton Kebaugh.....	6.10
De los Lone wolf.....	2.15	Tarlow's widow.....	.50
Tontain.....	30.00	Tematy, widow.....	23.10
Pedro.....	.50	Ticobah.....	12.90
Guochat, Webb.....	34.65	Tomahty.....	19.00
Sako.....	.65	Work sook away.....	1.00
Henry Tsoodle.....	38.65	Yeah goat.....	18.30
Kuontile.....	.50	Massape (cat's son).....	62.40
San ta Kaw.....	1.00	Ahtape.....	12.00
Humma Johnaditz.....	1.00	Ahdonky.....	5.00
Sayto.....	2.00	Ahdonky, wife.....	5.00
Do Done.....	16.25	Big mouth.....	2.00
Kiowa Jimmy.....	10.00	Bean zanda.....	2.00
Below Cozad.....	3.00	Be lot tah aye.....	4.00
Keahbow, Edgar.....	4.95	Jim, Bob, Dan.....	3.00
Keah ah Massa addee.....	2.00	Cah dah sey.....	13.00
Mahsut.....	2.00	Bigtree, self.....	103.85
Lizzie Woodard.....	57.00	Bigtree, old wife.....	50.40
Tanatane.....	24.50	Bigtree, new wife.....	33.50
Aquoyate.....	27.00	Komesy.....	4.00
Tahoom Hy.....	30.65	Noro.....	5.00
Tonarco.....	40.25	Aye quo.....	8.25
Uncaer.....	2.00	Tano.....	9.00
Coming Bird's old wife.....	4.05	Benny Burns.....	12.65
Kothy.....	9.50	Cah la sy.....	1.25
Bow.....	20.75	Chatay, Apache.....	7.00
	494.30	Doanmore, Mattie.....	3.25
		Esapoomah.....	9.50
Ahpeahtone and wives.....	39.20	Emoah, William Patterson.....	22.60
Ahtone, James.....	75.25	Ash Catlin.....	3.00
Brace, Ned.....	11.90	Esature.....	2.00
Coming Bird.....	11.70		485.50
Coming Bird, new wife.....	7.00		
Daweby.....	.50	Gaw tahky.....	2.00
Dana.....	16.25	Hiwena.....	2.00
Damatty.....	5.00	Ho au tike.....	11.35
Erwith Takewap.....	11.50	Ira.....	6.25
Frezzehead.....	19.75	Joe Boyer.....	1.00
Guochat.....	13.45	Kopty.....	46.85
Heah Keah.....	3.00	Kate.....	1.00
Hah to yo.....	46.65	Kon tay.....	2.00
Hoba.....	3.75	Kan tabone.....	12.00
Kicking Bird.....	66.30	Ko etely.....	.50
Komatty.....	20.00	Kla lits suah.....	2.00
Kardley.....	26.25	Jim.....	1.00
Kiowa George, or George Pooler.....	25.10	Lone Wolf.....	46.60
Ko Koom.....	8.50	Mahsert, Jessie.....	7.25
Lonebear.....	13.25	Mobeadleky.....	2.90
Lone Wolf Hy.....	27.65	Jim Lear.....	15.50
Leslie Earl.....	6.00	Martin, Kiowa.....	11.50
Mona.....	2.00	Ohettointe, Charles.....	12.75
Emotah.....	51.05	Oty Kiowa.....	15.85
Odle pah (says Baldwin held out some of his money).....	9.75	Pankenky.....	47.50
Pahdoco, Mrs.....	8.85	Pah do co.....	6.00
Patap.....	7.00	Paw quoddle.....	24.55
Poor Buffalo.....	11.00	Paukenky, Mother.....	35.00
Podose and son.....	6.60	Pipeap.....	2.00
Pe i yah.....	11.00	Permamsu, Jack.....	62.45
		Pah co to quoddle.....	3.25

Indian balances due—Continued.

Quannah Parker and wives (police judge).....	\$38.10	To quod deeh	\$0.50
Quoyanone	8.00	Taw aye	3.00
Quake's wife	21.50	Tah voorah	2.00
Odahpeah	2.00	Tana ah	1.00
Samuty, Billy	6.00	Tay Ko	1.50
Sana or Chanate	7.00	Toponit	17.30
		Tan dle daw	2.00
		Whitemans, Dan	4.00
	466.65	Zoe tah	3.00
		Pah caty	2.50
Saw be hood le	1.00	Peah manika	2.00
Tauatone	5.00	Zeadlegeat	13.25
Tape deah	28.70		
Tah boonmah	2.00		92.70
Time e mah	3.00		

RECAPITULATION.

Page 1	\$494.30
Page 2	590.80
Page 3	485.50
Page 4	466.65
Page 5	92.70
Total	2,129.95

EXHIBIT L.

Circular.

KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Okla., October 30, 1895.

Until further orders, office hours at this agency will be from 8.30 a. m. till 12 m. and from 1 p. m. till 5.30 p. m. Unless delayed by sickness or other unavoidable reasons, all employees will be at their places of work at the time indicated. Those having under them Indian employees will do everything in their power to cause their prompt reporting, and see that they remain until the hours indicated for quitting, and will keep the men employed at some kind of work during the working hours.

There is much police work about all public buildings, which should be done at once, and in future this police work will be looked after each day, and the grounds and buildings will be kept policed in every respect.

No original packages of clothing will be opened except by orders of the agent, and no property belonging or pertaining to the schools will be opened at the agency except on the same authority.

FRANK D. BALDWIN,
Captain Fifth Infantry, Acting Agent.

EXHIBIT M.

DEPARTMENT OF THE INTERIOR,
Washington, December 10, 1894.

Mr. R. E. LEE DANIEL, *Anadarko, Okla.*

MY DEAR SIR: Your favor of the 3d instant has just been received, touching your retention in your present position, and handed me for reply.

Governor Sims has already called the attention of the appointment clerk to this matter and asked him to see the Commissioner of Indian Affairs with reference to your being retained where you are. The governor is always ready to do what he can to prevent all deserving persons from being interrupted by unjust means, and if you should have any further trouble, do not hesitate to write him on the subject.

I am, very respectfully,

A. Y. HARPER, *Confidential Clerk.*

I hereby certify that the above is a true and correct copy of the original letter exhibited to me and introduced as evidence as Exhibit M in the testimony of R. E. L. Daniel in an investigation now being held at this place. Certified copy made at the request of Mr. Daniel.

Dated at Anadarko, Okla., Kiowa Agency, December 22, 1896.

P. McCORMICK,
United States Indian Inspector.

EXHIBIT N.

KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko Okla., July 31, 1895.

Mr. R. E. L. DANIELS, *Fort Sill, Okla.*

MY DEAR DANIELS: When I received the list of positions to be filled this fiscal year at this reservation, I found that two of the former positions had been cut off—the one occupied by Mr. Farwell and the one occupied by yourself.

I immediately wrote to the Department urging the reestablishment of these positions, and naming the parties who were proposed to occupy them, and who would be thrown out of places if they were not reestablished. I have been in hopes of receiving reply to this letter long before this date, but up to the present moment nothing has been received. Had I not expected a favorable reply, I would have notified you on the 1st of July, and you may be sure now that it is with regret that I have to notify you of the fact, but still I have not abandoned hope that my request will be granted.

I certainly will be very much disappointed to lose your services.

I based my application upon the necessities of the service as much as upon the justice of retaining two worthy men in the service.

I shall send Mr. Burton with his family, within a few days, to relieve you.

Should the Department not approve of the reestablishment of the positions, I shall have to make some other arrangement to pay you for the month of July.

Assuring you that at all times I shall be only too glad to do whatever I can for you, I remain,

Very truly yours,

FRANK D. BALDWIN,
Captain Fifth Infantry. Acting Agent.

I hereby certify that the above is a true and correct copy of the original letter exhibited to me and introduced as evidence as Exhibit N in the testimony of R. E. L. Daniel in an investigation now being held at this place. Certified copy furnished at the request of Mr. Daniel.

Dated at Anadarko, Okla., Kiowa Agency, December 22, 1896.

P. McCORMICK,
United States Indian Inspector.

EXHIBIT O.

Circular.

KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Okla., October 31, 1895.

No white employee not entitled to do so will wear any article of Indian Government clothing.

FRANK D. BALDWIN,
Captain Fifth Infantry, Acting Agent.

EXHIBIT P.

DEPARTMENT OF THE INTERIOR,
Washington, August 15, 1895.

R. E. L. DANIEL,
Anadarko, Okla., Kiowa Agency.

DEAR SIR: Your telegram of the 10th instant was duly received. I submit herewith a copy of the report made by the Indian Office in response to an inquiry made by this office.

Very respectfully,

A. Y. HARPER, *Private Secretary.*

I hereby certify that the above is a true and correct copy of the original letter exhibited to me and introduced as evidence as Exhibit P in the testimony of R. E. L. Daniel in an investigation now being held at this place. Certified copy made at the request of Mr. Daniel.

Dated at Anadarko, Okla., Kiowa Agency, December 22, 1896.

P. McCORMICK,
United States Indian Inspector.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, Washington, August 14, 1895.

The honorable the SECRETARY OF THE INTERIOR.

SIR: I have the honor to return herewith a telegram from R. E. L. Daniel, addressed to Hon. W. H. Sims, First Assistant Secretary of the Interior, complaining that he had been dropped out of the service at Kiowa Agency, Okla., which was referred to this office under date of 10th instant for report.

The position which was held by Mr. Daniel prior to July 1, 1896, was inadvertently omitted from the agent's annual estimate for employees, and was, therefore, not allowed in Department letter of June 17, 1895. The acting agent afterwards requested authority to continue the said position during the current fiscal year, and the same was authorized by the Department under date of July 23, 1895. On receipt of the said authority by this office the acting agent was directed to renominate Mr. Daniel, and I have no doubt he has done so by this time.

Very respectfully,

D. M. BROWNING, *Commissioner.*

I hereby certify that the above is a true and correct copy of the original official copy exhibited to me and introduced as evidence as Exhibit P in the testimony of R. E. L. Daniel in an investigation now being held at this place. Certified copy made at the request of Mr. Daniel.

Dated at Anadarko, Okla., Kiowa Agency, December 22, 1896.

P. McCORMICK,
United States Indian Inspector.

EXHIBIT Q.

Major BALDWIN. Mr. Strauss, I told you the other night that I was not going to approve of the renewing of your license, as I felt justified in not approving it, and have forwarded it without my approval. Mr. Detrick I have asked to come down here on the information I have received in the last few hours that he has seduced one of my Indian girls and still has her under his control, and he is one of your confidential clerks, the man that controls your business when absent. Now, that is the question for him—that I want him to answer right away. He has admitted that he has done this thing, and he has kept her for a year and a half, and her mother has solicited the privilege of the superintendent of the school to bring her down here. These are the charges against Mr. Detrick. If you have any reply, make it, Mr. Detrick.

Mr. DETRICK. All I have got to say is this, that I have been on the reservation about four years and I would not say I have not done—

Major BALDWIN. Well, now—

Mr. DETRICK. In regard to that charge, I deny it; it is not true.

Major BALDWIN. Don't you acknowledge that you have been ashamed of your conduct in connection with this girl?

Mr. DETRICK. No, sir. If you would tell me, I can guess. At one time I had an idea—Mr. Strauss will know it for the first time this evening—of marrying an Indian and have paid a great deal of attention to the girl, as I told Mr. Burton, the subagent; but something occurred that forced me to do something different and settled in my mind not to have anything more to do with her. Parties begged me so to take her back I told them that if they would send her to school I would reconsider the matter. At the same time I lied to them; I didn't even intend to reconsider, and the only thing I have to admit is of lying to them.

(Here Mr. Detrick's testimony was read over to him by the stenographer, and he was asked by Major Baldwin if it was correct, to which question he replied that it was.)

Major BALDWIN. How long have you had any relationship with this girl?

Mr. DETRICK. It is two years this Christmas.

Major BALDWIN. Charles Detrick, you will leave this reservation, under penalty of the law, by 3 o'clock to-morrow (Monday) afternoon, the 30th instant, for conduct absolutely in controversy with the civilization of these people. Now, Mr. Strauss, I have forwarded, as I told you to-day, the application for the renewal of your license, disapproved. If you want to see the communication, I intend to have it duplicated, so as to furnish you a copy.

Mr. STRAUSS. I wish you would.

Major BALDWIN. I certainly will do it. After this moment you will not sell any more goods in your store until your license is renewed. I have considered this matter very carefully, and in consideration of the fact that you have been allowed to trade up to the present time, I will allow you permission to trade—not to trade, to collect what you have traded among these Indians so close as you can; but until the license is renewed, your store is closed for further trade. I give you every privilege of collecting what you have trusted, but you can not trade any more under your license which is in force to-day.

Mr. STRAUSS. That is a hardship on me.

Major BALDWIN. You are opposing me in everything I am trying to do to civilize these Indians; to help them. You are opposing me in the most minutest things. The other traders are all in perfect accord with me. Don't talk to me at all. I won't have any talk from you; won't listen to it. You and your clerk, your confidential clerk, an Indian told me you went out and pulled him off his wagon and made him sign a letter. Who was the letter to? G— d— you, can't—you don't dare—dare to tell me—

Mr. STRAUSS. I am innocent of these charges.

Major BALDWIN. You are not innocent of a thing, G— d— you; I don't want you to explain. I have been dealing with you people; I have dealt with Indian traders. I relieved Mr. Daniels more on your account than anything else. I thought Mr. Daniels in the wrong; that he was probably prejudiced. I sent Mr. Burton, a gentleman I have the utmost confidence in. He came down here, and his reports are somewhat worse than Mr. Daniels's. You have been underhanded; you can't come above the ground; you go under the ground. Now, Mr. Strauss, I know you perfectly well. I know your reputation and these Indians know your reputation. You are doing everything you can to thwart every effort that is made to advance these people. You want every G— d— cent you can get your hands on. You want it to come right into your coffers. Now, Mr. Strauss—

Mr. STRAUSS. It is a poor way if a man can't defend himself. I want to see any Indian I have pulled off the wagon and asked to sign a paper.

Major BALDWIN. This Indian came in and told me who came and pulled him off the wagon and absolutely insisted on him going in and signing a letter that Mr. So-and-so had written. They are facts that are before witnesses.

Mr. STRAUSS. I am innocent of all these charges. I have never done anything of that kind, never had a word with Mr. Burton, and am innocent of all these charges you accuse me of. I have got a large stock of goods on hand and want to sell them; and if I can't sell them it is a detriment to me. You have accused me of things I am innocent of and you won't let me explain.

Major BALDWIN. You do things behind my back. I put a guard around my tent to protect myself. I would not trust you for a minute. Now, these are the facts, and they are going to Washington as I say them. I would not trust you for a minute. A man that will allow gambling under his own roof, and allow killing and assassination—

Mr. STRAUSS. There it goes again; I have no chance.

Major BALDWIN. You know they are facts. I can bring positive evidence; you have opposed me in everything. Now, this last summer you were paying a dollar apiece for your hides. I advanced the price up to a dollar and a half, and you opposed that. A few days ago, or a few months ago, they were advanced to \$2; you opposed that. You went to the subagent and told him you would accept them. After that you went to another trader and you told him, "If you will not take these hides at \$2, I won't. We will knock the agent out in his efforts to get this price." Now, that is exactly what you told him; I know the whole thing. The agent went to the party who you approached. He said, "Major Baldwin will be disappointed if he is not able to sell those hides at \$2 apiece." This very trader will come right here and tell us the same thing. He said, "We promised Major Baldwin that we would give \$2 for these hides, and I propose to buy them whether there is anything in it or not." Every report from my subagent here has been that you are opposing everything that I have done to improve the condition of these Indians. You have opposed all my orders in regard to the purchase of cattle, and you have recognized the orders of others who have deposited money with you

to buy cattle, and they have bought cattle and given these written orders, because I have got your letter in regard to it where they bought cattle at a price that was contrary to my orders. My orders are not of a military character, but orders of a character that is a protection to these people. You have bought cattle for \$7 and less money that I would pay \$25 and \$30 for. Now, I know these to be facts, and I have put the facts in writing and am going to prove them. Now, Mr. Strauss, it is with no pleasure that I am talking with you to-night; it is because I want a perfect unison, a perfect understanding among the traders on this reservation as to how they shall conduct their affairs. If the traders are going so far as to defraud these Indians out of their just rights, then I am bound to protect them, and I will protect them at the risk of everything that is in existence so far as I am concerned, and the traders have got to comply with my orders or else they are going to be put out. As far as your clerk is concerned, I have had three cases; his is the third. I have had two other cases where white men have seduced and produced Indian children that they do not claim. Now, then, he has got to leave; he has got to leave by 3 o'clock to-morrow afternoon. Now, I won't stand it any longer. I am charged with not attending with my duty. More of my time is occupied in explaining these letters than in doing my duties. Your clerk admits that he has been seducing an Indian girl.

Mr. DETRICK. I acknowledge having connection with Indian women; but this girl I intended to make my wife, but when I found she was not virtuous or honorable I refused to marry her.

Major BALDWIN. That girl is a virtuous girl so far as the white man is concerned with the Indian.

Mr. DETRICK. I suppose I have been guilty of enough to have been fired, but not for that.

Major BALDWIN. Now, Mr. Strauss, I want one thing distinctly understood, and you can answer it just as you see fit.

Mr. STRAUSS. I have nothing to say at all.

Mr. DETRICK. There is one thing I would like to say in regard to the letters: I would like, if you have time in the morning, to see me with the Indians—

Major BALDWIN. I have seen them all.

Mr. BURTON. Some of them say they have signed letters not knowing what the purport of the letter was. I do not know exactly what the letters were.

Major BALDWIN (to Mr. Burton). I want you to put a policeman at the store in the morning and permit no trading there. Mr. Strauss will have every privilege of collecting his past debts. His license expired on the 4th of December, and will not be renewed under my recommendation. If necessary, put the whole police force there to prevent anyone going there and doing any more trading.

Major BALDWIN (to stenographer). Take this telegram to the Commissioner of Indian Affairs: "I have, for reasons I considered proper, closed Mr. Strauss from further trading with the Indians as a licensed Indian trader on this reservation until further orders from your office. Full letter of information will follow."

Mr. STRAUSS. According to your instructions I will collect; I won't sell anything; only I have got a large stock of goods and considerable money standing out.

Major BALDWIN. Is that all? [To Mr. Burton.] You put the policemen there.

Mr. BURTON. Can he keep his store open, or his office open, or all his store?

Major BALDWIN. There must be no selling. That will only continue during the payment, and then his store is closed indefinitely. I can tell you, Mr. Strauss, that this is done squarely and honestly; that this is not done on my part with any harsh feeling at all. It is done with the feeling and distinct understanding that you have opposed me in every effort I have made in connection with the advancement of the Indians since I have been on the reservation, right straight through; and that remark not only refers to my own administration, but there has not been an agent for three generations back that has not told me the same thing—that you are bucking right straight from the word go.

Mr. STRAUSS. In reply to that, I would state that I was on good terms with every agent, and you won't allow me to explain.

Major BALDWIN. You can go ahead and explain.

Mr. STRAUSS. These are unfounded and unjust, and I can prove it. As far as the hides were concerned, I was not here at the time they were raised to \$1.50; the others the same way. My competitor was taking them at \$2. I was not running his business, and not on speaking terms with him. When they go up, I am willing to raise with them, and when they go down, we ought to have the benefit. I have nothing more to say. About my working against you, I have nothing more to say. I can not defend myself, and can offer no explanation.

Mr. BURTON. Maybe I can refresh his memory about the hides. Didn't you tell me that if you had been here you would not have paid the \$2.50 for the hides?

Mr. STRAUSS. I might have said that.

Mr. BURTON. Didn't you agree to take the hides? I told you my instructions, and you said you would take them. Didn't you send the next day to Mr. Pascol and say to him that if he would not take any of the hides at that price you would not take them?

Mr. STRAUSS. I did not.

Major BALDWIN. We will send for Mr. Pascol.

Mr. STRAUSS. I did not; not the next day.

Major BALDWIN. I want to get at the foundation of things; at the facts.

Mr. BURTON. Mr. Dedrick is the man that claimed to represent Mr. Strauss, as I am informed, and said that he would not take the hides if Mr. Pascol would not.

Mr. DEDRICK. Well, inasmuch as I am no longer in Mr. Strauss's employ, I could hardly answer one way or the other.

Major BALDWIN. You can answer or not, just as you please. I am going to have unison and support, or if the people do not support me they are not going to stay here. I am working for the Indians, not for the traders; at the same time I am not going to press the trader or break him up.

Mr. STRAUSS. If that is not crushing a trader, when a man has a stock on hand, an overstock, then I don't know what is.

Major BALDWIN. You are getting off the argument now.

Mr. STRAUSS. I have nothing more to say, as I said before. You and Mr. Pascol and Mr. Dedrick can see about the hides; I am going right now.

Major BALDWIN. No, you are not.

Mr. STRAUSS. Why not?

Major BALDWIN. Simply because I want this thing settled. It is simply between Mr. Strauss and myself. I want to let you understand that what we are doing is aboveboard; no effort on my part to detract from you, not in the slightest degree. If you and I could work in unison, in accord, on the same road, there would be no trouble whatever, but you are working against me; you are doing everything in your power to break my influence and of the Department which I am representing. You have done it, you are doing it, and I know it. One old Indian came to me, and I asked him what letter he signed, and he said, "I don't know what I signed." He said, "Mr. Strauss came and took me out of my wagon and brought me into his store and said, 'I want you to sign this letter.' He told me it was a letter to you." He did not know anything about what was in it. That is where you are working wrong.

Mr. STRAUSS. I tell you there is nothing in it. I can not do any more than say I am innocent. Bring the Indian, and let me defend myself.

Major BALDWIN. I have got the letter right in my office now.

Mr. STRAUSS. I want to see that Indian and let Jack ———, or your man Conover, or any of them interpret it, and you will find the bottom of it. I can not do any more. Bring any of your interpreters; bring the Indian down now; let me know who the Indian is. All you have to do is to send for him.

Major BALDWIN. These Indians all come in here and they say I asked them what kind of a letter they signed. They don't know what they did sign. Now, that shows the importance of your not having anything to do with the letter writing. I am trying to teach these people if they want to protest to come to me, and that is exactly what you ought to do.

Mr. STRAUSS. Since you told me I haven't said anything. I didn't write the letters.

Major BALDWIN. Since I told you it has only been two days.

Mr. STRAUSS. That was last Saturday week.

Mr. DEDRICK. If you will allow me, I would like to explain the whole business, and if there is any more punishment to bear than to leave the reservation I am willing to accept it. ———, ———, ———, ———, the four chiefs, came to me to interpret letters they received from people in Washington, and being satisfied with the way I interpreted them before. I think it was the day you came down, possibly about ten days ago now. I know it was raining very hard in the morning, ——— and ——— came in and said to me he wanted to interpret; that he wanted to talk with me a while. So I told him all right and he said let's go up in your room. In came ——— and ———. ——— said to me, "I would like to write a letter in regard to the school to the Commissioner," and I said I did not like to do it very well, but if you want me to I will. So they came up and Henry Wallace, they brought him as an interpreter; and so they brought up Henry Wallace——

Major BALDWIN. Who is he?

Mr. DEDRICK. ——— a Mexican. Each of the chiefs made a talk, and they talked in regard to the school, and then after ——— talked ——— talked, and after they were through ——— also made a talk, and I can not say that his talk

was very complimentary to the school. They did not say anything about you [indicating Major Baldwin]. They were not satisfied not to take their children home when they were sick; also that they could not see their children. So I told them to each make a talk and I would write it down. Henry Wallace interpreted it, and then I wrote it down just as they said. They wanted to send the letter directly to the Commissioner, and I told them it had to go to the agent, as the Commissioner would not pay any attention to it unless the agent had inspected the letter. So I wrote it, and the next morning they came to sign it; and these four chiefs will each one tell you that, so far as bringing any Indians out of the wagon to sign it, that is not so; I would have no excuse to gain by lying. The letter was sent to you, and you, I believe, inspected it. That is the only letter that has ever been written in the red store to the Commissioner or to you or to anyone else concerning Indians.

Mr. STRAUSS. Well, if you are through we will go.

Major BALDWIN. I told you, Mr. Strauss, I should be pleased to give you a copy of my report in regard to your application for a renewal of license. I will be very much pleased to have you say what you have to. My only desire is that I will know, and I intend you shall know, my side of the story, and then you tell your story, and let us be man to man; not come up behind my back and cut and stab me all you possibly can or me stab you all I can. I am not going to say a word that I am not going to give you a copy of. Now, then, if you will be as honest and fair as I am in regard to the matter there is no necessity of any trouble.

Mr. STRAUSS. There is no necessity, Major.

Major BALDWIN. There has been trouble brewing ever since I have been on the reservation. I have known it from my agent and people I rely on absolutely.

Mr. STRAUSS. There are people who have poisoned your mind against me, and no matter what I say or do it don't seem to have any weight with you. There are people here who can tell you I have had no trouble with any agent on the reservation before. People say this and people say that, that I have opposed you in the cattle deal. I have done nothing of the kind. I bought the hides from the school at \$1.50. I was away at the time the issue was made. I wrote to you about it and you said you would think about it, and that is the first thing I had with Mr. Daniels about it. I tried to defend myself; you would not allow it. It has not been my policy to buck you in your rulings. You tell me I can't sell any goods. I have got a large stock of goods and can not sell them. If you will come over to the store we will talk the matter over pleasantly, and I will prove that what I am telling you is right. I will make it under oath. I can not do any more. I showed you all about the transaction. When Mr. Daniels came for these statements I gave them to him. I did not know an Indian was not allowed to purchase from an Indian.

Major BALDWIN. Have you anything else?

Mr. STRAUSS. Nothing more.

Major BALDWIN. I do not see any reason why I should reverse my decision.

Mr. STRAUSS. Can you come over about ten minutes before payment?

Major BALDWIN. I do not think it is necessary for me to come over. I will come over if you think it necessary. I think, Mr. Strauss, that ever since I have been here, and I won't go back of my administration of affairs, that you have opposed me in every effort I have made where there has been the slightest advantage to be gained. You took \$500 on deposit from a man. You acknowledged his orders on you when you knew it was in direct violation of my desire, if not my order, that he should not purchase cattle from these Indians, and your own letter, which I have on file, admits this whole fact. Your whole letter admits this fact, that you knew who was purchasing these cattle. Now, my order did not say a white man was prohibited, but it prohibited anybody. That is plain to anybody that wanted to understand it. Now, then, the idea of your saying that a man could go and buy a cow or an animal that would weigh 900 pounds for \$7.50, when I am ready to pay him \$27 for the same animal delivered at Anadarko, is simply ridiculous. There is no chance for a misinterpretation of that order, and I can prove that you did not care a — for the order; you were going to do as you pleased.

Mr. STRAUSS. If you will come over to-morrow for ten minutes I will show you the orders and explain it. He had \$500 on deposit. He bought for that \$127 worth of wire; he bought \$120 worth—

Major BALDWIN. He paid less than \$7.50 for 27 or 37, I don't remember which; I have the record.

Mr. STRAUSS. I have got the originals here. I will give you the original if it is of any benefit to you; but the amount he bought I do not know. I only honored his orders up to \$500.

Major BALDWIN. According to your record he bought \$127 worth of cattle, and he got for that number of cattle something over 25; I think 27 or 28 head of cattle. Mr. STRAUSS. I did not keep any record of the cattle.

Major BALDWIN. You knew that he was buying cattle in opposition to my orders. Mr. STRAUSS. I did not know. If I had, I would have stopped it. What cattle he purchased, I did not keep any memorandum; simply his orders. I have got those yet.

Major BALDWIN. But to close up with, I propose to furnish you with a copy of my reason for objection to the renewal of your license. I will be perfectly honest and square with you, and will give you the same mail I forward this letter in to make any reply you want to make in regard to it, and I know, Mr. Strauss, that that is what you have not done with me, and you can't say that you have.

Mr. STRAUSS. I don't know that I have ever done anything otherwise. Come over to-morrow about ten minutes.

Major BALDWIN. I do not think it necessary. If you want to see me, I am here to transact business.

Mr. STRAUSS. Well, come over socially.

Major BALDWIN. I, under the circumstances, can not come socially. I do not come socially to any of the traders at all. If I came at all, it would be in my official capacity.

Mr. STRAUSS. Then a friendly call; that is all I would ask.

Major BALDWIN. It is surely not agreeable to me to take the situation I have taken, but I am going to break up these dealings that have been going on. I am going to be supported. If I find a man is not supporting me, I am going to see that he is not in position to oppose me. I felt that the emergency of the case was sufficient for calling you this Sunday night. I do not allow Sundays and holidays to interfere with my official business that I have to perform. There has been two or three other cases similar to Mr. Dedrick's, and I am awful sorry they have escaped me; but they have got away from me, and I do not propose another one shall. Mr. Dedrick has repented too late.

Mr. DEDRICK. Well, Major, I am sorry, of course, but then I must take my medicine.

Major BALDWIN. We all know the character of these Indians, and know very well that they are susceptible to the influences and seduction of white people. As long as I am on the reservation, if a white man gets away with one of them, he has got to suffer for it. They are just as nice and good girls as any class of people are. It is simply the influences that are about them. I consider anyone that comes on the reservation here as in duty bound to protect them in their virtue and anything else. When I made the remark, Mr. Strauss, to you you could not go, I did that purely on the ground that I intended to have a talk with you and we could both have a talk about it. There is nothing underhanded; nothing but what you will get full information of. I shall not approve the renewal of your license. That will be the first start, and you can start in on that. I do not consider you a man that I can trust as a trader in the interest of the advancement of these Indians as I want to see them advanced. You can not think there is anything underhanded as far as I am concerned. I have dealt honestly and squarely with you and given you a straight view of my opinion of your transactions on the reservation. If everyone will be as honest with me as I try to be with others, we will come pretty near understanding each other.

Mr. DEDRICK. I would like to ask a favor of you. There is an Indian that owes me \$50 for a mower I bought for him. Could I be allowed to see him and tell him who to pay the money to?

Major BALDWIN. That will be all right.

Mr. DEDRICK. Thank you.

Major BALDWIN. Now, in connection with you, I want to say this, as I have said before this evening. This is the third case where a clerk in a store, occupying a prominent position, has seduced an Indian girl, but they all escaped me until they were able to get off the reservation. It is to protect the virtue and future of these Indian people. If you want to marry that girl, I will permit it to be done, and it will settle the thing once and forever; but I do not propose to have any more of this business going on if I can prevent it.

Mr. BURTON. All I have mentioned in my report to Major Baldwin is on information.

Mr. DEDRICK. The Major has just made me an offer, for which I am thankful, and, of course, I say confidentially, I would like to have that girl.

Major BALDWIN. If you marry that girl under the law, I have no other objection. Certainly under the conditions as they now exist, I could not object. It

would not be a proper thing for me to object. I am not going to force you to do either one or the other.

Mr. DEDRICK. I want to thank you for the offer, and if you will give me your permission, I would like to have her when school is out.

Major BALDWIN. Under the circumstances as reported me I certainly can not object, and won't object to you taking her as your wife if you will take her in an honest, civilized way.

Mr. DEDRICK. That was my full intention, as I told Mr. Burton, until a little occurrence last fall, and I felt very much hurt at the time.

Major BALDWIN. If you have cohabited with her and will marry her to-morrow, you can take her to the church and marry her, and let her stay in school until the term is out and then she will be your wife in an honorable way. If you want her to leave school to-morrow, she will do it. She is not out of your reach at all.

Mr. DEDRICK. I would like a little time to consider the matter.

Major BALDWIN. I do not think it is a matter of consideration after sleeping with a woman two years.

Mr. BURTON. I stated in my report that you said you had mentioned to Lieutenant Nicholls of marrying the girl when she arrived at a proper age. Some things were said over there that I did not mention.

Major BALDWIN. I am opposed to white men marrying Indians, and it is only when such conditions exist would I consent to any further marriages. If the parents and the girl is willing, I will waive any objections that I have under the circumstances, and will withdraw my order ordering you off of the reservation, but under no other consideration will I do it.

Mr. DEDRICK. As far as I am concerned, I guess I am guilty of many things I ought to be fired for. I will go and see the girl's parents to-night.

Major BALDWIN. I want to know whether he is going to marry that girl in a white man's road, and I want to know it right away, before 11 o'clock to-morrow. I am very glad, and if you will marry the girl, I shall congratulate you with a great deal of pleasure, for I will believe what you told Mr. Burton. I do not believe in white men degrading Indian girls. They won't do it with my knowledge, but they may without it. I know the girl very well; she is a nice girl, worthy of protection, and worthy of a white man's protection.

Mr. DEDRICK. I would request to go to the school to see her and ask her to consent. If I obtain it, I would want to go to my home at Caldwell, Kans., to see my parents.

Major BALDWIN. You will be back at what time?

Mr. DEDRICK. If I obtain their consent, or if I decide without their consent, I will be back within two weeks from to-morrow. In case anything should turn up so that I can not be ready to marry the girl, Major Baldwin's order in regard to my leaving the reservation will hold good.

Major BALDWIN. That will be perfectly satisfactory to me, except the parents of this girl may want to take or institute civil process against you for your actions so far as you have gone, which I shall advise them to do. Anything else?

Mr. DEDRICK. No, sir.

EXHIBIT R.

Circular.

KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Okla., November 27, 1896.

The experience of all Indians who have secured goods on credit and have for any reasons not paid for the same, and have been brought before the civil courts, where judgments have been obtained which must eventually be paid if they ever expect to prosper, is a warning to all who owe to others, as the same thing can and no doubt will be done to everyone who does not pay his just debts. It is urged by all who are interested in the welfare of the Indians that they pay all they owe this pay day, and the agent expects them to do so as far as they can. It will save you all trouble in the future. All honest people pay their debts; those who do not do the best they can will no doubt be refused any further credit, and some steps will have to be taken to collect what they owe.

FRANK D. BALDWIN,
United States Army, Acting Agent.

EXHIBIT S.

NASHVILLE, TENN., *January 2, 1897.*

To DUDLEY P. BROWN:

Agent Baldwin informs me that your license, with other matters, is held up awaiting conclusion of investigation.

D. M. BROWNING, *Commissioner.*

EXHIBIT T.

WASHINGTON, D. C., *December 24, 1896.*

To DUDLEY P. BROWN, *Chickasha, Ind. T:*

Application for license not yet received from agent.

D. M. BROWNING, *Commissioner.*

I hereby certify that the above is a true copy of the original message.

A. C. MILLER, *Operator.*

EXHIBIT U.

List of Government property in agent's dwelling December 15, 1896.

8 chairs. Add 6 more.	8 boards, wash.
4 bureaus.	1 measure, wood.
5 tables of all kinds.	1 saw, meat.
4 blankets.	5 pans, dish.
13 lamps, assorted.	1 wringer, clothes.
5 beds and mattresses.	1 lamp, tubular.
6 quilts.	7 buckets, galvanized.
4 pillows.	3 bowls and ewers.
8 stoves, assorted.	1 mirror.
3 stands, wash.	4 tubs, wash.
1 lantern.	1 wrench.
8 brooms, bad.	2 funnels.
5 bowls, wood.	1 churn.
6 brooms, whisk.	2 chambers and covers.
4 clocks.	3 dippers, tin.
2 boilers, wash.	1 hatchet.
9 pitchers, assorted.	2 cans, oil.
6 cups and saucers.	2 kettles, tea.
12 saucers, extra.	1 sawbuck.
13 dishes, sauce.	1 saw, hand.
6 plates, dinner.	2 basins, wash.
2 shawls.	2 bedspreads.
2 baskets, clothes.	

This is an approximate inventory.

NORTON.

INVESTIGATION OF CHARGES PREFERRED BY THE TRADERS AND OTHERS AGAINST CAPT. FRANK D. BALDWIN, U. S. A., ACTING INDIAN AGENT, HELD AT ANADARKO, OKLA., BEGINNING DECEMBER 14, 1896, BY PROVINCE M'CORMICK, INSPECTOR.

Messrs. Monical & Shepherd appeared as counsel for the traders in support of the charges, and Messrs. F. A. Fisher and C. M. Fehheimer appeared in behalf of Captain Baldwin.

Testimony of W. H. CLEVELAND, first witness:

Direct examination by Mr. SHEPHERD:

Q. What is your name?—A. My name is W. H. Cleveland.
 Q. What business are you engaged in?—A. In the Indian trading business.
 Q. Where at?—A. Anadarko.
 Q. How long have you been engaged in that business?—A. About twenty years.
 Q. By yourself or associated with someone else?—A. Associated with other parties.

Q. Are you a duly licensed trader?—A. C. A. Cleveland & Co. are duly licensed traders.

Q. Are you a member of the firm of C. A. Cleveland & Co.?—A. I am not. I represent Mrs. Martha Hutchins.

Q. Have you been selling goods to Indians at Anadarko Reservation?—A. I have.

Q. Have you received pay for these goods?—A. A part we have received pay, and a part we have not.

Q. (Handing witness paper marked Exhibit A.) Look at that. Have you sold those parties mentioned in this list, and is that the amount they owe you?—A. Yes, sir.

Q. Why haven't they paid this amount?—A. About three years ago ten months elapsed without any payment. We had to carry the Indians about three months during that period. During a portion of that period the Government did not issue them beef and other articles from the commissary. Owing to the delay of this payment the Indians became largely in debt to us. We had to credit them much more than we desired to do, and we have never been able up to the present time to collect our debts in full.

Q. Why haven't you been able to collect your debts in full?—A. Because the money due the Indians for their grass leases has been diverted into other channels. Fifty thousand dollars was set aside for them to buy cattle—

Q. By whom was this set aside?—A. I suppose—

(We object to his supposition.)

A. (Continued)—by Major Baldwin. By the recommendation, I should say, of Major Baldwin to the Commissioner of Indian Affairs.

Q. Does Major Baldwin hold any official position?—A. Yes, sir; he is acting United States Indian agent for the Apaches, Kiowas, and Comanches, Wichitas, and Caddos, and affiliating bands.

Q. At what place?—A. At Anadarko, Ind. T.

Q. Have you stated to Major Baldwin that these Indians were in debt to you?—A. Yes, sir; we have given him statements from time to time in regard to his policemen, and asked that they be made to pay these accounts; some paid and some have not.

Q. Do you know about what the total amount is that they owe you?—A. I think that after the last payment in May it was \$2,800 that was carried over; I think that was what my brother figured up this morning.

Q. How much of that amount is due now and unpaid?—A. I couldn't tell you; I would have to look over the books to know.

Q. Do you know whether or not there is a certain appropriation made for the Indians here by the Government?—A. There is an appropriation made by Congress here; that comes in annuity goods, and I think that a part of that appropriation has been diverted by Major Baldwin—

(We object to what the gentleman thinks.)

A. (Continued)—has been diverted by the Indian agent for the purpose of purchasing lumber for the Indians to build houses.

Q. Do you know whether or not the Indians have received from the Government certain grass money; if so, how much per capita, and when was it paid, and how much paid? Well, do you know since Major Baldwin has been here?—A. I do not.

Q. Well, do you know what the per capita payment has been since Major Baldwin has been here—the amount?—A. \$14.25 for three payments; \$20 per capita one payment; the twenty-dollar payment was made a year ago in December.

Q. Do you know whether or not a portion of this \$20 was retained by Major Baldwin or anyone acting for Major Baldwin for the purpose of erecting buildings or any other purpose?—A. Yes, sir; the Indians—some of the Indians—told me the reason why they did not pay me was because Major Baldwin wanted their money to build houses with.

(We object to the answer of the witness for the fact that it is hearsay testimony.)

Q. How much of the \$20 was paid to them and how much held by Major Baldwin?—A. From the best information that I can get, he usually retained \$50 from an Indian when he retained any.

Q. How much on the fourteen-dollar payment did he retain?—A. Fifty dollars; I got my information from the Indians, who tell me that the reason why they failed to pay us their debts is because Major Baldwin retained—asked them for \$50 for which to build a house with.

Q. Did any of these families that paid this \$50 to Major Baldwin owe you?—A. Yes, sir.

Q. About what proportion of your creditors that you have on this list?—A. About 20 of our customers.

Q. Did you complain to Major Baldwin about this?—A. I did not.

Q. Did you tell him that they were indebted to you?—A. I did.

Q. I'll ask you if the Major's acts in withholding this money has been the means of preventing you from collecting your debts?

(Objected to as leading.)

A. Not all of our debts, but a portion of them.

Q. Now, then, did you have a conversation with Major Baldwin with reference to this matter?—A. I did.

Q. Please state what it is.—A. He told me that all the traders had got to collect their indebtedness at the December, 1895, payment; after that he did not propose to show the traders any mercy; that the Indians had been regular peons of the traders.

Q. Do you remember an instance in 1896 in which Major Baldwin as Indian agent advertised for bids on cattle for the Indians?—A. Yes, sir; I remember that he did—seeing the advertisement.

Q. (Handing witness card.) Look at that, Mr. Cleveland. Is that the one?—A. Yes, sir; that is the one.

Q. You noticed in here what class of cattle were called for?—A. Yes, sir.

Q. Do you know to whom this contract was awarded?—A. John Light, Chickasha, Ind. T.

Q. Do you know the amount that was to be paid per head?—A. \$15.50.

Q. Are you any judge of cattle, Mr. Cleveland?—A. I think I am.

Q. Have you ever handled any cattle?—A. I have; we run a butcher shop, and we buy cattle right along.

Q. I'll ask you if you saw those cattle, or any portion of them?—A. I met a herd of them coming from Chickasha; I asked the parties driving them what cattle they were, and they said they were the Light cattle; I did not see them issued.

Q. Do you know that they were the same cattle?—A. They told me that they were the Light cattle.

Q. What class of cattle was it—were those?—A. To the best of my judgment, they were Arkansas and Texas cattle.

Q. About what age were the cattle?—A. One and two year old heifers.

Q. Did you know the price of cattle at that time?

(Counsel asks that he confine himself to the time the bids were made.)

A. They were worth about \$7 or \$8.

Q. Well, do you know what the same class of cattle were worth on or about November 18, 1895?—A. We bought good steer yearlings to butcher prior to that during the winter for, and we never have paid over, \$12. We have bought them for \$10; steer yearlings fit to butcher.

Q. What was the price of ones and twos about November 18, 1895, per head, that class of cattle?—A. I couldn't say, because I didn't buy any; they were probably a little higher than when the contract was filled.

Q. I'll ask you if that class of cattle were worth \$15.50 per head at that time?—A. No, sir; they have never sold for that in this country to my knowledge; \$10 is the highest that I have known yearling heifers to sell for in this country, and that was for butchering.

Q. This advertisement that I showed you just now, "Proposals for heifers and bulls," what is the date of it?—A. November 18, 1895.

Q. Was that the bid that you had reference to as being in 1896?—A. Yes, sir.
(Counsel for the traders asks that the proposal be introduced as evidence; marked Exhibit B.)

Q. Was this money that was applied in the payment of this contract a portion that was withheld out of the payment?—A. Yes.

Q. Now, do you know—are you familiar with what is known as the Washita or Kiowa school building here, the building that has been condemned?—A. Yes.

Q. Do you know what condition—do you know whether or not the building has been condemned?—A. I have been told that it has been condemned.

Q. Who told you that it has been condemned?—A. Mr. Ellis.

Q. Did Mr. Ellis tell you who condemned it?—A. He did not.

Q. Do you know what condition the building was in at the time of its condemnation?—A. The building needed a few repairs, such as painting, and some mason work on the foundation; probably \$1,000 or \$2,000 would have put it in good shape, and as good a building for school purposes as there is on the reservation.

Q. Are you familiar with buildings of this kind?—A. Yes, sir; I was here when that building was put up; it was put up about sixteen years ago by Col. P. B. Hunt, who was then United States Indian agent; the foreman of that building was Mr. Frank Bowden, who was considered a very able contractor.

Q. Have you ever engaged in building—contracting?—A. I worked two years and a half at the bricklaying trade in Chicago.

Q. Did you examine this building just a short time before or after its condemnation?—A. Yes, sir; I have been up there several times. There may be some repairs, with a very little expense, needed—some mortar out, etc.

Q. Did you make an examination while you were there?—A. I didn't go into the basement of the building and examine the inside, but the walls from the outside appeared all right, and with a very little expense could have been made perfect.

Q. Did you have a conversation with Mr. Ellis about this building?—A. I did.

Q. Please state what that conversation was.

(Counsel for Baldwin objects because the conversation was not in the presence of Major Baldwin.)

A. Mr. Ellis told me that Major Baldwin wanted to condemn the Kiowa school building. He said if he did, he was going to build a large school building at Mount Scott, and said he would like to get the contract for building that building at Mount Scott. Asked me if I could assist him in any way to get the contract. I told him I didn't believe that I could be of any use to him. He came to me after that and said the Kiowa school building had been condemned, and that he was very anxious, and that Major Baldwin was going to build the Mount Scott schoolhouse, and was very anxious for me to assist him in getting the contract. I told him that I knew of no way that I could assist him.

Q. Did you ever have a conversation with Major Baldwin about this new schoolhouse that he was going to build in any way at all?—A. I don't recall that I did.

Q. Did you ever have a conversation with him in which he mentioned the amount in which he was going to use in building this Mount Scott schoolhouse?—A. Yes; I think he said he was going to expend between \$75,000 and \$100,000.

Q. Did he tell you where he was going to get the \$75,000 or \$100,000?—A. No, sir.

Q. Did he tell you that he was going to get any portion of it from the Indians?—A. I don't recall that he did.

Q. Do you know whether or not he held out any money from the Indians for that purpose? If so, how much?—A. The Indians told me that he wanted to build a schoolhouse and that he wanted \$30,000.

Q. Out of the Indians?—A. Out of the Indians' grass money. I said \$30,000; I think it \$25,000.

(Counsel for Baldwin objects as hearsay.)

Q. Now, then, if that was a fact, would it deprive you of collecting this amount that they owe you?—A. Yes, sir; to a certain extent.

Q. Is it possible for you to collect the amount these Indians owe you with Major Baldwin retaining this sum that he does for them?—A. Major Baldwin has detained \$50,000 in the last year for cattle; I understand from the Indians he proposes to retain \$25,000 for the schoolhouse and several thousand dollars already detained for building houses, making an item of \$82,000 in one year which he has retained from grass moneys, or about probably a little over. If these moneys had been paid to the Indians, the Indians could have paid their debts to the traders and have had money to purchase goods for cash.

Q. Were these necessities that you furnished these Indians?—A. Nine-tenths of them were actually necessary for life.

Examination by Inspector McCORMICK:

Q. Mr. Cleveland, you stated that you met these cattle coming from Chickasha; what time of the year was that; what month?—A. Last spring, this year; I couldn't give you the dates. I should have put in my testimony that I saw bunches of these cattle after they were issued.

Q. You stated that these cattle at that time were worth \$7 or \$8?—A. Yes, sir; that was the price being paid at that time of the year. It must have been in the spring that I saw this bunch, and they were very poor; the grass was not good.

Q. Do I understand that the \$15.50 that was paid for cattle was an average price for one and two year olds?—A. That was the price of heifers, not of steers. That was the average price, \$15.50 for ones and twos. That is my understanding.

Q. At the time this contract or this proposal was made were cattle higher than they were in the spring?—A. I think they were some, but just how much I do not know; maybe \$1 a head.

Q. Are cattle ordinarily higher at that season of the year than they are in the spring in this country?—A. I think not. I think ordinarily they are higher in the spring.

Q. Was Mr. Ellis the man who condemned this building?—A. I couldn't tell you. I don't know, sir.

Q. How long have you known Major Baldwin?—A. Two years.

Q. What are Major Baldwin's habits?—A. I have seen but very little of Major Baldwin in a social or official capacity, and I don't think that I would be a proper judge to say what they are.

Q. Have you ever seen him under the influence of liquor?—A. I have seen him take a drink, but I never saw him when I didn't think that he was sober enough to transact any business that might come up before him. I have seen but very little of him.

Q. Have your dealings with Major Baldwin officially been sufficient for you to state whether he is reliable in his official dealings?—A. We have had very little to do with him; the manner in which he has transacted business was such that we didn't care to take any contracts here, and we have never had any contracts here, and have made but one bid, and that bid, we stipulated in that bid that the articles we bid upon was to be paid within thirty days; we did that because other parties here—

(Counsel for Baldwin objects.)

Q. Why have you not had other transactions; why did you not make—A. Because he did not pay other parties promptly moneys that he owed them on the contracts; we were afraid to take contracts for fear we would be six or eight months without our money; we didn't care to take any contracts and wait that long.

Q. Did you then consider him unreliable in official business dealings?—A. He had been with other parties, and we were afraid he would be with us.

Q. You stated that Major Baldwin had withheld sums of money from Indians to build houses?—A. Yes, sir.

Q. Do you know whether or not he has used that money for these houses?—A. I don't think he has, from the fact that the lumber contract has only been let for the building of these houses, I think, within the last thirty days. He may possibly have built a few.

Q. How long has Major Baldwin had that money in his hands for building these houses?—A. Some of it he has had in his hands a year; some of it six months.

Q. In the second question, on page 9, I asked you as to price of cattle; I meant the contract price; what was your understanding as to that?—A. The contract price was \$15.50 per head; that was the average price of ones and twos, to my understanding.

Cross-examination by Mr. FISHER:

Q. You say you have been here at the Anadarko Agency for the past twenty years?—A. In the Indian trading business for the past twenty years.

Q. How long have you been here at the Anadarko Agency?—A. We came here in 1879. I was then clerking for J. J. Fisher & Co.

Q. You say that you are not a member of the firm of C. A. Cleveland & Co.?—A. Any further than I represent the estate of Martha Hutchins, who died October 30 last. In my settlement with Mrs. Hutchins she gave me a note for what was due me. The note remains unpaid by the estate. My wife has a one-third interest in the balance of the estate.

Q. How long has C. A. Cleveland & Co. been doing business here?—A. They have been doing business since 1884 under the name of C. A. Cleveland & Co.

Q. Have you been a member of that firm at any time since they have been doing

business here?—A. I never have, only in this way: I represent Mrs. Hutchins's interest. I put my labor up against C. A. Cleveland's labor and we divide the profits equally. I have power of attorney from Martha Hutchins to transact all business for her as she might and could were she personally present; always have had that.

Q. Was she known here by the agency officials as a member of C. A. Cleveland & Co.?—A. Her name has always appeared in the license as a member.

By Inspector McCORMICK:

Q. Please state who Martha Hutchins is and what relation you bear to her.—A. She is my mother-in-law.

By Mr. FISHER:

Q. You say that about three years ago a period of ten months elapsed at this agency in which there was no payment of money from any source made to the Indians on this reservation?—A. Yes, sir; about ten months. I wouldn't be exact to a few days; that is about right, ten months.

Q. Isn't it a fact that there was a payment of annuity during the ten months that you have reference to?—A. I was not speaking of the annuity issue, but meant grass payments.

Q. Well, what time during the ten months, then, was the annuity paid?—A. Annuity issues are made in the fall or winter annually.

Q. Well, what did it consist of, that payment that we are talking about? How was it paid?—A. Blankets, shoes, hats, coats, and pants and vests, stockings; I don't know all of the articles issued; I couldn't tell.

Q. Were there any provisions issued at that time—eatables?—A. At the end of the fiscal year under Lieutenant Nichols, or prior to the end of the fiscal year, their beef run out and a great many articles in the commissary run out, and they couldn't purchase any more until the new appropriations were available, consequently they were out of beef, flour, etc., and we had to carry them, they not getting some of these from the commissary, and we carried them, sold them.

Q. Well, how long a time elapsed between the last issue of rations prior to the time you commenced to credit the Indians and the next following issue of rations?—A. The regular ration issues occurred once every two weeks; but, as I tell you, for two or three months they were out of a great many things in the commissary, such as beef and other necessaries of life, and they had to look to other sources to get these eatables, and they came to us and told us they were out of beef and flour, and wanted credit; we are hungry.

Q. Well, was it two or three months?—A. I couldn't say just how long it was—two or three months; it was quite a while; I know we credited them more than we wanted to.

Q. Are you certain that it was over a month?—A. Yes, sir; I should say it was; I should say that it was two issues that they didn't get full rations of beef.

Q. And the issues, you say, are once in two weeks?—A. Yes.

Q. Well, was all this credit that you extended to the Indians at that time given for provisions that was not being issued by the Government during that time?—A. Well, I couldn't say whether all of it was, but a greater part of it was; I can't speak of the other traders; I am only speaking for ourselves.

Q. During all that time, though, there was an issue of some kind every two weeks, was there, of some article?—A. I think there was, if it wasn't anything more than soap; I think they had gotten about down to soap at one time.

Q. Does this list that you have presented here in your direct examination contain a list of all the Indians to whom you extended credit during that period of time?—A. I couldn't say whether all of these Indians on that list was extended credit at that time or not; I could tell by comparing. There may possibly be some on that list that wasn't credited then, and some credited then that is not on that list.

Q. Is it not true that quite a large per cent of the names upon this list that you have had a running account with them since long prior to this time of scarcity that you are talking about—two years ago?—A. We credited Indians prior to three years ago, but at that time they became overtraded, and at no subsequent payment have we ever been able to get them as near out of debt as they was prior to that time.

Q. Is it not true that the amount given in this list represent the balances due from these Indians at the present time?—A. No; they represent the balances due May, 1896.

Q. Now, the first name on this list; now, what part of that balance of \$2.90, as is shown on this list, was contracted during the period of famine that you have

testified about?—A. You will have to wait until I look the books over and find out what part of that account was carried over.

Q. Are you able to take this list and designate any of the balances in here as balances containing accounts of credits obtained by these Indians during this time that you have been testifying about three years ago?—A. Yes; here is Zeadal egat, \$31.25, and others. I will produce the accounts of all Indians owing us at the time Brown made—Captain Brown made—his payment.

Q. How long has Major Baldwin been here; when did he take charge as agent?—A. About two years ago.

Q. Well, in what month; do you remember that?—A. I think in December.

Q. How soon afterward did he begin to retain or diverge these payments—their money?—A. About one year.

Q. Do you know that he ever retained any of their money without their direct and personal consent?—A. I know it by the Indians telling me that he did do it. During payments Indians would come in and they would pay me a little on their accounts. I would say to them, "You promised to pay me at this payment your indebtedness;" they would say, "Yes, I did; but Major Baldwin told me he wanted \$50 from me to build a house, and he says I let him have the money, and he said you could wait." One Indian by the name of Mossape, who was then a policeman; he owed me \$62, a little over. I asked him why he didn't pay me; he never paid me a cent; he said Major Baldwin told him he had to build a house, and if he refused to give Major Baldwin the money he would lose his place on the police force.

Q. Well, what other Indians told you that; name them?—A. Nearly all of them told me the same story.

Q. Name them.—A. Not that they would lose their—nearly all of the Indians that I gave the inspector, that have been summoned, told me that Major Baldwin wanted them to build a house and for them to give him \$50, and that the traders could wait for their money.

Q. You don't remember the names of any others, then, that told you that except the policeman you named.—A. Yes, sir; I can give you most of the names.

Q. Well, how soon was that after the payment was made, and what payment?—A. There was a few told me that a year ago, December, 1895, and there was more that told me last spring, May, 1896; that was when the most of this money that was collected from the Indians for building houses.

Q. Did any tell you since the last payment here last week?—A. No; Major Baldwin, I understand, has told the Indians this payment to pay their debts. I think that he has told a great many of them that, if not all. If he had done that at every payment, I think we would have made our collections in full.

Q. Did Major Baldwin tell you that?—A. No; the Indians told me that he told them this payment. They never told me that before.

By the INSPECTOR:

Q. Didn't Major Baldwin issue a circular to that effect?—A. He issued a circular to the traders; no.

Q. Isn't there a circular now on his front office door, approved by the Commissioner of Indian Affairs, to that effect?—A. I have never seen it. I have just been shown the circular upon the door, in which he says all Indians must pay their debts.

(Counsel for the traders here offers a copy of the circular in evidence, marked Exhibit C.)

Q. What is the date of the circular?—A. November 24, 1896.

By Mr. FISHER:

Q. Now, after the Indians told you this, first you say at Rainy Mountain in 1895, and afterward just subsequent to the payment in May, 1896, did you go to Major Baldwin to ascertain whether he was in fact retaining their money from these payments?—A. He told me at Rainy Mountain that he was retaining their money, in May, 1896. Mr. Hardin told me at Fort Sill that he was retaining their money. He is Major Baldwin's farmer, and I take it is good authority.

Q. Did you go to Major Baldwin there at Rainy Mountain, in 1896, to ascertain from him that fact?—A. I did not.

Q. Didn't you state a while ago, Mr. Cleveland, the only knowledge you had about it was what the Indians told you?—A. That is in regard to his making the proposition first to them; but Mr. Baldwin did tell me that he had made these collections, so did Mr. Hardin at Fort Sill; that was on a different proposition.

Q. You say he voluntarily made that statement to you?—A. He did; at Rainy Mountain.

Q. Well, did he make that statement subsequent to the time that the Indians stated that he was retaining their money and that was the reason they couldn't pay their accounts?—A. It was about the same time.

Q. Well, was it subsequent or before?—A. The payment commenced at Anadarko, that is my recollection. The Indians told me here that Major Baldwin was retaining their money, and at Rainy Mountain Major Baldwin told me he was collecting money from the Indians for building houses.

Q. And the Indians told you here while the payment was going on?—A. And also told me at Rainy Mountain.

Q. You didn't come over here and interview Major Baldwin to ascertain whether they had stated the fact or not?—A. No; I had not, as I had no reason to doubt it, as Major Baldwin had told me at the December, 1895, that the traders must get even with the Indians, for after that he did not propose to have any mercy on the traders. I didn't say anything to him about it, from the fact that I didn't think it would do any good.

Q. Well, do you know from your own knowledge that he ever retained any money from the Indians?—A. I never saw him retain a dollar; I only know from what he said, Mr. Hardin, his farmer at Sill, and what the Indians have told me.

Q. Don't you know it to be a fact that on payment each Indian received his full pro rata share of the payment?—A. No; only what they tell me; we can't get within 100 yards of the building and we don't know what is going on there; all we can learn is what we can hear.

Q. Now, you say that Major Baldwin has diverted \$50,000 within the last year to purchase heifers?—A. Yes, sir; I said that he had; I understood that he had, and I have every reason to believe that he did, from that circular right there. [Pointing to Exhibit B.] Also, the issue of cattle that was made here to the Indians. Mr. Light also told me that he had the contract. That is the way I know it, and I believe that to be the fact.

Q. Don't you know it to be a fact that the \$50,000 expended for cattle had been appropriated by the Indians in council assembled?—A. No; I heard it was. I was not at that council; I was told that the Indians agreed to that, but I don't know, from the fact that I was not at the council.

Q. Isn't it true, Mr. Cleveland, that the \$25,000 appropriated for the building of the school at Mount Scott was appropriated by the Indians in council assembled?—A. I don't know, sir; I couldn't tell you.

Q. When did Major Baldwin first begin to build these houses for the Indians?—A. Well, I couldn't answer that question; most of them built the last year; Mr. Thomas told me he had a contract and built seven or eight houses; I couldn't say; probably the last year.

Q. Has any more of those houses been built?—A. There was a gentleman came and left some brick in my yard and said he had a contract for building some Indian houses.

Q. Well, how many houses have been built that you know of?—A. I couldn't give the aggregate amount.

Q. Have there been twenty built?—A. I told you that I couldn't give the aggregate amount.

Q. Well, has there been thirty built?—A. I will give the same answer as before, because I haven't been around all over the reservation to find out; my answer applies to thirty as well as it does to twenty.

Q. Had there been any of these houses built prior to September 28, 1896?—A. I couldn't tell you.

Q. Well, you testified that he had collected about \$7,000?—A. Yes; I saw a letter in which that statement was made that was sent to the Indian Office, or a copy of that letter, and I take it that it is correct.

Q. Well, do you know that he had not expended nearly all that money in the erection of houses for the Indians prior to September 28, 1896?—A. I don't believe he has, because the lumber contract was only let about thirty days ago. I believe it from the fact that there hasn't been, to my knowledge, sufficient lumber purchased to expend that money.

Q. Well, do you know that on September 28, 1896, he had on hand unexpended \$5,000 of that money, and had had the same on hand for six months?—A. Yes, sir; I have every reason to believe it.

Q. Well, did you know it?—A. No; not of my own personal knowledge.

Q. Do you know that there were no lumber contracts let prior to thirty days ago for the erection of Indian houses?—A. No; I do not.

Q. No, so far as you know, it may be a fact that Major Baldwin has had erected on this reservation within the last year as many as forty-six houses?—A. I told you that I didn't know how many houses he has erected.

Q. You testified on the direct examination that about twenty of the Indians named in this Exhibit A told you that he had required them to leave in his hands \$50 apiece to pay toward the erection of these houses?—A. I think I did.

Q. Now, will you designate those twenty?

(Question withdrawn.)

Q. How long had you been crediting those twenty?—A. I would have to look at the books before I could tell.

Q. Do you know how much they owed you at that time?—A. I would have to look at the books before I could answer that question.

Q. Have you been crediting these same Indians since you were told the \$50 was retained, and had a running account with them?—A. I think not, unless some of them had paid up.

Q. Is it not true that you have to-day a running, standing account with all the Indians named in this Exhibit A that have made you partial payments from time to time?—A. No, it isn't true; for the reason that we credit all good Indians, and the ones that doesn't pay we don't credit.

Q. I meant the ones that pay.—A. Yes; the one that pays his accounts we consider him entitled to credit.

Q. Do you know anything about the amount of money that was distributed among the Indians per annum prior to Major Baldwin's administration?—A. Under Major Day's administration the country was re-leased. There was a back payment amounting to \$55,000 which was paid by Agent Day, and I think, I'll not be sure about it, but I think there was two and perhaps three payments besides that made by Agent Day, but I disremember the amount per capita paid. Captain Brown also made one payment, I think was all.

Q. Do you know what that amounted to?—A. I don't remember now.

Q. Is it not true that during the administration of Major Baldwin there has been more money distributed by this agency among the Indians, exclusive of the \$82,000 you testified about, than in any other two years preceding his administration?—A. I think not. I think that Major Day paid out as much as Major Baldwin did, but will not be certain. I know we collected our accounts much better under Major Day's administration than we did under Major Baldwin's.

Q. Do you know how much Major Baldwin had paid out within the last two years, exclusive of the \$82,000 you testified about?—A. Possibly \$90,000 a year.

Q. Now, in regard to the Light cattle that you have testified about. How long have you been in the cattle business?—A. I have never been in the cattle business, only so far as the few head we have to butcher. I never owned a head in my life; but I know the difference between Texas cattle and shorthorns as well as I know the difference between an Indian pony and a draft horse. I was three years in Greer county, situated right by the trail. Probably hundreds of herds every year pass through, and I had a good opportunity of seeing Texas cattle and knowing what they were. I traveled through Arkansas for six months and I saw the class of cattle there, and also the Choctaw Nation.

Q. How long were you in the butcher business?—A. We have been in the butcher business about two years.

Q. Are you in the butcher business now?—A. Yes, sir; we kill cattle.

Q. About how extensive is that business; how many beeves a week do you kill?—A. For the last year we have done a very light business. During the hot months we didn't kill beeves at all.

Q. Well, have you bought many cattle this year?—A. Very few.

Q. About how many?—A. I don't know. I would have to look at the books to see.

Q. Where were you in the habit of making purchases when you were doing this butchering business?—A. I have purchased cattle over in the Chickasaw country and upon this reservation.

Q. Have you paid particular attention, keeping posted as to the market prices of cattle?—A. Not in Kansas City, but I have here, in regard to butcher stock.

Q. Butcher stock—no other?—A. While buying stock for butchering I have had an opportunity to find out what cattle were worth, and kind of cattle.

Q. What time was it that you met this Light herd of cattle that you have testified about, between here and Chickasha?—A. In the spring of 1896.

Q. Do you know what time Light delivered the cattle under his contract?—A. In the spring of 1896.

Q. Well, was it March, April, or May?—A. The spring of 1896.

Q. Well, where did you meet this herd?—A. Just down the other side of Fait's there, 6 or 8 miles below here.

Q. Who was in charge of the herd?—A. I don't know, sir; I didn't know the man; I asked him whose cattle they were, and he said they was Light's.

Q. How many men were with the herd?—A. Three or four, possibly.

Q. How many cattle were there in the herd?—A. I couldn't say; several hundred; didn't count them.

Q. Well, you are quite an experienced man in the cattle business; couldn't you make an estimate?—A. Well, between 400 and 700.

Q. Well, what portion of that herd were yearlings and what proportion three-year-olds?—A. Well, I don't know; they were so small that I should take them to be nearly all yearlings; I didn't stop to count the twos or the ones.

Q. Did they seem to be about half and half?—A. I don't think so; the majority was yearlings.

Q. Do you remember the brand on those cattle?—A. I think the brand on those cattle was a fresh brand, "L," a fresh brand on the back; that is, the brands hadn't all healed over yet; I didn't notice particularly; it was a fresh brand; hadn't been branded long enough for it to grow up and heal over.

Q. Did you have any further conversation with the man in charge of the herd?—A. Just drove right on; I asked them, "Whose cattle are these?" and he said, "They are Light's."

Q. How long did you remain by the herd?—A. I drove right through them on a walk; drove right along and looked at them as I passed through them, and drove right on to Chickasha.

Q. What time in the day was that?—A. It was in the morning, possibly 10 or 11 o'clock.

Q. Were the cattle on the drive at the time you met them?—A. Yes, sir.

Q. Were they bunched much?—A. They were driving along in a regular bunch; there was a man on each side and one or two behind, scattered along about 50 yards; I didn't drive quite through the center of the herd; I kept the road as near as I could, and they went on each side.

Q. Well, now, how long after you met those cattle on that drive was it before you saw them any more?—A. I never saw them after that to know them; that they were the same cattle. I saw cattle that had been issued to the Indians after that that compared with these cattle.

Q. How many?—A. Oh, I presume 50 or 100 in all, at different times and different places. I saw several bunches going out to Rainy Mountain at the payment out there.

Q. Well, now, will you swear that the cattle that Mr. Light delivered to Major Baldwin under the contract that was secured under a bid made under Exhibit B were not reasonably worth on the market at the time that bid was accepted and at the time that such cattle were delivered \$15.50 per head, on an average?—A. I will swear that all the cattle that I have seen in the Indian camps that were delivered on that contract was not worth the money, \$15.50, at the time that contract was let and the cattle delivered. At the time the cattle were delivered cattle were purchased over in the Chickasaw country at \$7.50 a head.

Q. Do you mean these cattle?—A. No; not these cattle. Quanah Parker come up here and sold his cattle here and took the money and went into the Chickasaw country and purchased, so I am told by the farmer down there, and another party who will be produced here, for \$7.50 a head, and others.

Q. Didn't you say a few moments ago that you never saw the cattle that Mr. Light delivered under that contract and never saw the cattle that you met on the road which were said to be Light's after the meeting that you know of?—A. I said I never saw them to know that they were identically the same cattle; I said I saw cattle afterwards at Indian camps going to Rainy Mountain that were identically the same grade of cattle, that were freshly branded, and had a number on.

Q. What proportion of those cattle that you met down here near Fait's were Texas cattle and what proportion Arkansas cattle?—A. I didn't count them up; I think they was a mixture of Texas and Arkansas; I don't think there were any particularly straight Texas cattle there; I think they were a mixture.

Q. Do you know that there was a single head of cattle in the herd that you met that was not a native of the Indian Territory?—A. I know that the cattle I met there was the exact counterpart of mixed Texas and Arkansas breeds—very poor, small cattle—and they was no more nearer being good native American cattle, as that contract reads, than a Texas pony is a thoroughbred horse.

Q. Now, please answer my question: Do you know that there was a single head of cattle in that herd that was not a native of the Indian Territory?—A. I do not know where the cattle came from; I was telling you what they were the counterpart of.

Q. What is the difference, Mr. Cleveland, between the length of an Arkansas yearling's horn and a Texas yearling's horn and an Indian Territory yearling's horn?—A. Well, if you would drive up a mixed herd of Texas, Arkansas, and

Indian Territory cattle and measure their horns, and then drive up another of the same, I presume the length of the horns of the two herds would differ. Not having measured them, I couldn't say.

Q. Therefore you have never observed the difference of the breeds, except by measuring?—A. The Arkansas cattle have shorter horns than the Texas cattle.

Q. Was you a bidder under this advertisement, or your firm?—A. No, sir.

Q. Are you acquainted with a Government inspector, Indian inspector, by the name of C. C. Duncan?

(Question withdrawn.)

Q. Do you know anything about the cut-out on delivery on the Light cattle under the Light contract?—A. I do not; I couldn't say. I understood—I have seen some of Mr. Dedrick's cattle, which is said to have been bought from Light; understood he paid \$9 per head. I heard that they were the best part of Light's cattle.

Q. Do you know what other bids were made under this advertisement by other parties than Mr. Light?—A. I don't know what other bids were made. I understood what it was.

Q. Who told you? Men that bid under this advertisement?—A. Mr. Cragg; I heard him state that he bid on it.

Q. Did he tell you that his bid was higher or lower than Light's bid?—A. I understood that it was higher.

Q. What are your feelings toward Major Baldwin—good or bad?—A. My feelings toward Major Baldwin has been controlled by the manner in which he has treated us. When he has treated us right, I have felt kindly toward him; when he told us that he would order us off of the reservation if we didn't do just as he wanted us to, whether it was right or wrong, I didn't feel kindly toward him. I thought he was harsh when he compared us to a lot of vultures. I didn't think that he had any right to make that assertion simply because we were trying to collect our honest debts. When he said that he would carry out his policy on this reservation if it broke every damned Indian trader on this reservation, and he didn't care whether it did or not, I didn't feel kindly toward him; I thought that was harsh and unwarranted. Personally I never had any conversation with him, excepting once or twice, that I could take any exceptions to. When he told me that he didn't propose to have any mercy on the Indian traders after the December payment, 1895, that didn't make me feel very good towards him.

Q. Did you ever hear him call the traders vultures?—A. I never did, but I have heard other men state it, and they will swear to it.

Q. Well, if you never did, why did you state a moment ago as a fact that he did?—A. Well, it was just about in line with him, I thought, after he told me that he didn't propose to have any more mercy on the traders, and that we had enslaved the Indians, and they were our peons. I wouldn't be much surprised to hear him call us anything, and when he told us that he would order us off the reservation if we didn't do to suit him, that confirmed me in the belief that he had said these things.

Q. Well, did you hear him say these things?—A. What?

Q. That you had enslaved the Indians and made them peons?—A. Yes, sir.

Q. Did you hear him say that yourself?—A. Yes, sir, I did; he states it also in a letter to the Department, that they are our peons, or words to that effect. I think he used the word "peon." I can give you more reasons why I had cause to not be fully in love with him. His treatment in Mr. Strauss in keeping him out of a license; also Mr. Brown. I admit that I got afraid of the man, and I didn't know what to expect.

Q. Now, what you have stated as to the license of Mr. Brown and Mr. Strauss, do you know that of your own knowledge or what you have been told?—A. Mr. Strauss has told me, and showed me a letter to that effect, and I verily believed it to be true.

(Here counsel for traders offers in evidence four letters, marked D, E, F, and G.)

Q. What is the difference in the amount of your trade for the year 1895 and for this year, 1896?—A. I couldn't say.

Q. Well, hasn't it decreased?—A. I don't keep the books, and I haven't figured up for this year.

Q. Don't you know, as a matter of fact, that it has decreased considerably?—A. No; I don't know it as a matter of fact; it may turn out that way possibly, and it may go over.

Q. Didn't it decrease in 1895 from what it had been in the year previous?—A. Well, I wouldn't want to swear to that; we haven't made good collections for the last two years, I'll tell you that.

Q. Is the \$2,800 that you have mentioned as the aggregate amount of this

Exhibit A all you had on your books against the Indians on the 1st of May, 1896?—A. I think it is; I am quite sure it is, because I told my brother I wanted everything up to May, 1896; all the balances after the May payment, unless it might be a few accounts on the main ledger.

Q. Do you know how much of that \$2,800 you have collected since the last payment, and since the payment in May, 1896?—A. I don't know without looking at the books.

Q. Now, isn't it a fact that under Major Baldwin's administration a great deal more of the Indian trade has gone to Chickasha and Minco and other towns along the railroad—the Rock Island Railroad—than in any previous here since you have been at this agency?—A. I couldn't say; I have never been down at Chickasha and Minco after payments; I have been here; and right after payments here I would probably have to go to Rainy Mountain to collect, and I couldn't say what has gone to Chickasha, Minco, and other Rock Island towns; the Indians say Major Baldwin tells them not to trade with these traders here, but to go to Chickasha.

Q. Is that all they tell you in that connection?—A. Oh, that is all that I think of now; possibly they might have said something now that I don't recall.

Q. Don't they tell you that he tells them to go wherever they can buy the cheapest?—A. No; I don't think they ever put it that way; I think they always say go to Chickasha; I don't know what he tells them, only what the Indians tell me; they know enough to do that themselves.

Q. Don't you know as a fact that a great many of the Indians do go to Chickasha to trade?—A. I have seen some Indians trading in Chickasha; as a rule these Indians have been the ones that owe us, and they go there and spend their money and not pay their debts.

Q. Isn't it a fact that they can buy goods there a good deal cheaper than you sell them here to the Indians?—A. It is a fact that goods can be purchased at any place cheaper for cash than on credit of six months' time. Chickasha sells them for cash, and a great deal of our trade is on time, and when Indians need the necessaries of life.

Q. How do you sell calico here? For cash now I am talking, to the Indians.—A. From 5 to 8½ cents.

Q. Well, now, isn't it a fact that your present feeling toward Major Baldwin is that of enmity and ill will, your present feeling?—A. I don't think that Major Baldwin treated us right when he tried to give us a \$9 payment, and I don't feel good over that.

Q. Well, what is your present feeling?—A. My feeling is such that I helped write a letter asking that these matters be looked into.

Q. What was the date of that letter?—A. September 28, 1896.

Q. And your feelings were ill at the time you wrote that letter?—A. My feelings were this, that I desired to make him make the proper payments if we could.

Q. Now, isn't it a fact that you have talked in Chickasha and denounced Mr. Baldwin and abused him as a tyrant, etc.?—A. We said in our letter—I feel good toward him when he treats us kindly and bad when he treats us bad.

(Witness was here shown letter filed in the Interior Department November 11, 1896, signed "S. P. Melbury," mailed at Chickasha, Okla.)

Q. Have you ever seen this letter before?—A. Yes, sir; Inspector McCormick showed it to me.

Q. Do you know the handwriting of that letter?—A. I do not; I have looked the letter over; neither do I know the handwriting of the signature.

Q. Do you know any such man as S. P. Melbury on this reservation?—A. I do not.

Q. Have you ever known such a man as living on this reservation?—A. No.

Q. Do you know any such a man living anywhere?—A. No.

Q. You stated that you didn't put in any bid on any contract since Major Baldwin has been in charge of this agency, except one, and that that one contained a stipulation that if you was awarded the contract that the contract price would be paid in thirty days after delivery, for the reason that he had compelled other parties that had had contracts under him to wait eight months for their money?—A. I didn't say eight; I said six or eight.

Q. Now, who were the parties that had to wait so long for their money, if you know of your own knowledge?—A. Mr. John Craggs had to wait six months.

Q. Well, then, all you know about the matter is what somebody told you, then?—A. Yes, sir; I don't know it to be a fact.

By the INSPECTOR:

Q. Mr. Cleveland, since I have been on this reservation and since it was known that an investigation of charges against the acting agent would be made, has any

proposition been made to you by anyone to absent yourself from the reservation and not appear as a witness?—A. Yes.

Q. Please state who made it, and whether any threats were made to you in the event you did not comply.—A. Mr. Fechheimer told me that I had let something drop in Chickasha that would militate against me, and that if I would leave the reservation for a week and not appear as a witness it wouldn't be brought up against me.

Q. Did you understand that as a threat?—A. Yes.

Q. Please state what it was—what the threat was.—A. He didn't say.

Q. Who is Mr. Fechheimer?—A. A lawyer from Chickasha, representing Major Baldwin.

Q. You stated to Mr. Fisher that the majority of the cattle that you met on the road between here and Chickasha as being delivered by Light were yearlings?—A. Yes, sir.

Ex mination adjourned until 9 a. m. December 15, 1896.

Hearing resumed pursuant to adjournment at 9 a. m. December 15, 1896.

Q. Which sells for the higher price, yearlings or twos?—A. Two-year-olds.

Q. What difference in this country is made between native American cattle, Texas or Arkansas or Mexican cattle, per head?—A. I should think that there would be on yearlings probably \$5 a head. As an average, you know; fully that.

Q. What class of cattle—under what head would you put the cattle that are raised in the Chickasaw country?—A. I would put them as being part Texas and Arkansas.

Q. Well, do I understand that there are no graded cattle raised in Chickasaw?—A. I should think that most of the cattle down there, of what I have seen, are a mixture of Texas and Arkansas blood; I don't say that there isn't any native cattle down there.

Q. Were the cattle furnished under the Light contract the only cattle furnished the Indians during this present year?—A. No, sir.

Q. Who else furnished cattle?—A. The Indians.

Q. Are they the only ones?—A. I think some of the squaw men furnished cattle; I am not certain.

Q. No one else but the squaw men and Indians?—A. That's all I know of.

Q. Did not Mr. Craggs furnish some?—A. Yes, sir; Mr. Craggs had a contract for 500 head. I understood you to mean under the Light contract. Yes; Mr. Craggs furnished, under a separate contract than Light, 500 head.

Q. Did you see any of the cattle furnished by Craggs?—A. I did not; I did not go out where they were issued.

Q. You stated to Mr. Fisher that you did not bid on this contract or that you never bid on but one contract, if I understood you, during Major Baldwin's administration. You stated why you had not bid only on that one. I would like to know if you had any reasons for not bidding on this cattle contract? And if so, state.—A. I never thought of it in that way. I had no reasons for not bidding on that contract, as I assigned for not bidding on other contracts. We hadn't the money to fill this contract, therefore we didn't bid on it.

Q. Charges have been made that there was collusion between Major Baldwin, on this cattle deal, and Mr. Light. Have you any knowledge of any such collusion, or any reasons for thinking such? If so, state.—A. I have no knowledge of any collusion between Major Baldwin and Mr. Light.

Q. How have your collections from Indians under Baldwin's administration compared with collections under former agents?—A. We have carried much larger balances over from one payment to another under Major Baldwin's administration than we have the preceding agents, unless it be Lieutenant Nichols.

Q. Do you ascribe this to the fact that the Indians are more dishonest now than they were in years gone by?—A. That is not the only reason that I could assign. I will just state one case, if you wish—an example. There is an Indian by the name of Phillip Hendricks who owed us a balance. He came to us and told us that he was going to put in some cattle at the beef issue. He wanted to borrow some money of us. We told him that if he would get an order O. K.'d by Major Baldwin for the amount we would loan him the money on the order. He brought us the order, O. K.'d by Major Baldwin, and so far as I have been able to learn he has never put in any cattle, and the order has never been paid.

Q. Were you present at a conference held by Major Baldwin in his house last year—I don't know what time—with the traders to outline a policy to be pursued for future dealings between the traders and Indians? If so, state who else was there and what was agreed upon if anything, and what the general understanding was.—A. I think it was last spring that, upon an invitation of Major Baldwin, a part of the traders went over to his house, and he made a proposition to us whereby

he proposed to control the credits of the Indians and collect at his office all the amounts—all debts so contracted. Only a few of the traders were present; and about two weeks after that he notified the traders to meet him at his house for the purpose of arranging the credit system. They were all present excepting Mr. Fred and Mr. Strauss. Mr. Strauss said that he would abide by what Mr. Craggs and C. A. Cleveland & Co. did. In other words, we were his proxies. All present agreed to it excepting Mr. Brown, Mr. Quinette, and Mr. Paschall at that time. Mr. Baldwin said that he would not collect any debts contracted prior to this agreement; that he wanted us to all come to an agreement, sign an agreement, not to credit any Indians unless he gave them a credit card or authorized it. We asked him what amount he would allow us, what per cent of the Indians' resources, and he said he wouldn't agree to any amount at all; that he proposed to have that under his own control, regardless of what the traders might think. He said that if any trader refused to go in on this contract he had authority from the Commissioner of Indian Affairs to revoke their license and put them off the reservation. Mr. Brown refused, and Mr. Quinette and Paschall. I saw Major Baldwin after that and told him that I would go to Fort Sill and see Mr. Strauss, Mr. Paschall, and Mr. Quinette, and I was satisfied that I could get them to agree to this proposition. Major Baldwin told me—he said, "I don't think there is but one trader here but what will go in." I said, "Who is that?" "Mr. Strauss," he said. I told him I thought that Mr. Brown would refuse to go in. He seemed to think not; that he would finally come in. I went to Fort Sill, saw Mr. Strauss, and he agreed to it, to go in on the credit system proposed by Major Baldwin, and Mr. Quinette also. I did not see Mr. Paschall, because Mr. Quinette told me that Paschall said he would agree to whatever he did. I came back, reporting to Major Baldwin that the traders down there had agreed to it. I brought back with me forms that were to be used in the way of credit cards and other forms that was necessary that Mr. Quinette and I had ruled out. Shortly after that Major Baldwin informed us that he wouldn't put that credit system into effect, as he had other work to do in the office and would keep him busy.

Q. Was there any understanding as to how this trade was to be divided among the traders in case the plan as outlined was adopted?—A. If Major Baldwin gave an Indian a credit card he had the right to trade with any trader on the reservation, and it was so stated on the card. The card was ruled so that every trader had his column.

Q. Mr. Cleveland, in case an agent had a special favorite among the traders on a reservation wouldn't that plan have enabled him, the agent, to have diverted the trade to some particular store?—A. I didn't think of that at the time, but as I look at it now it would. Indians could come in his office and he would say, "Here is your card; now you go and trade at a certain store," and he would do it.

Q. Were you ever asked to contribute toward the purchase of a shotgun for Major Baldwin? If so, state who asked you and all you know about.—A. I was asked by Mr. Brown to contribute for a present to Major Baldwin. I don't know whether it was a shotgun or anything was specified; I don't remember now that any special article was named. Mr. Brown asked me that he thought—if I thought that the traders would give Major Baldwin a present; that he thought it would be a nice thing to do. I said that I had no objections; I would see my brother about it. And he asked me to see Mr. Craggs; and I did see Mr. Craggs. Mr. Craggs said he had no objections, and was willing. Mr. Brown said he would see Mr. Fred. I think Mr. Fred said he wouldn't give one penny for any present to Major Baldwin, and the thing fell through. After that Mr. Brown and I was going to Sill to get two pointer dogs. The subject of dogs, hunting, and guns came up. He said that he had ordered Major Baldwin a gun, and that he seemed to be displeased with the price of it; and from what he said I inferred that Major Baldwin would much rather have the gun without a price than with it. He said that he thought that he would be out a gun. I inferred from that that he gave it. I said that "It is coming pretty hard on you, Dud; can't I help you out?" He says, "No; I ain't built that way." Whether he gave him the gun, whether Major Baldwin purchased the gun, or what was done with the gun, I don't know.

By Mr. FISHER:

Q. You have stated that there are about 20 of the Indians named in Exhibit A who have stated to you that they were unable to pay their accounts by reason of the fact that Major Baldwin had retained \$50 of their money in order to build them houses. Please give the names of such as so stated to you.—A. I stated that there was about 20 Indians who told us that Major Baldwin had taken their money to build houses with, and that they had assigned that as a reason for not paying us. I said nothing about Exhibit A. I will now give you the names of Indians on

Exhibit A who have assigned that reason for not paying us: Martin, Kiowa Saneer or Channate, Emota, Odle pah, Opin quodle, Pay the ti, Say to, Sit af pate, Henry Tsoodle, Timaty's widow, Tomathy, Yeh goh, You oboy, Mossape, Cat's son, Salo, Bow, Ah chis dah, Daw eby, Danaht, Domatty, Erwich take wop, Keh bow, Keiontit, Kiowa Jimmy, Kiowa George or George Poor. That is all that I wish to put down now until I can see my brother and see if he knows of any more. The reason why that I didn't want to give those names was my brother settled with some of them, and I wanted to be perfectly sure.

Q. In regard to the credit system proposed by Major Baldwin that you have testified about in answer to the question of the inspector, why did it fail, if you know, to be carried into effect?—A. Because Major Baldwin didn't carry out, I presume; he never assigned any reason other than he had so much business on his hands; that is what he assigned in his circular letter to the traders, I believe.

Q. Didn't Major Baldwin at the time of making this proposition to the traders, either at that particular time or while the plan was still under consideration, tell the traders that they must bear the expense of an additional clerk in his office in order to inaugurate that system?—A. Well, now, he—I think that Major Baldwin expected the traders to pay for the expense of keeping and issuing the credit cards and keeping track of the amount issued.

Q. Didn't he tell you that unless they could do that he would not have time to attend to the matter, and that he had no idea that the Government would furnish a clerk for that purpose?—A. He may have assigned that reason to other traders, but I never heard him make that excuse that I now recall for not going on that credit system. His excuse for not inaugurating that credit system is contained in the circular letter which he sent all the traders. That circular letter contains the only excuse that I know of, and I have forgotten all that was in that circular letter, but I remember that he said he was very busy and didn't have time.

Q. You have testified in this case in regard to the condition of the Kiowa school building. Are you an architect?—A. No, sir.

Q. Have you ever been a contractor and builder?—A. I never have.

Q. Are you a carpenter by trade?—A. I am not.

Q. Have you any trade?—A. I worked two years and a half at the bricklaying trade in Chicago. The first year I run out the lines of building and laid the foundations—that is, placed the footing stones for three or four buildings, and kept the time of the men that was excavating and moving these heavy footing stones around wherever I told them.

Q. Were you a bricklayer?—A. I worked at the bricklaying trade for about two years.

Q. What kind of a building is that; brick building?—A. It has a sandstone foundation, and the other stories are of pine. Frame building.

Q. Were you present and inspected the building when it was being constructed?—A. I was here when the Kiowa school building was built; saw it nearly every Sunday while it was being constructed.

Q. Now, isn't it true that you are mistaken even as to the frames to the structure of that building as to material?—A. The outside is pine, and if I am not mistaken a part of the building, the framework, is cottonwood—a portion of it.

Q. You have testified in regard to a conversation had with C. M. Fehheimer, one of the attorneys of Major Baldwin. When did that conversation occur, and where?—A. Last Friday at Chickasha, December 11; Chickasha, Ind. T.

Q. Who was present besides yourself and Mr. Fehheimer at the time?—A. Nobody.

Q. In what part of the town of Chickasha did the conversation occur?—A. We were coming from the freight depot and we were passing a water-closet, and we both went in and he told me there, at the water-closet, inside of it.

Q. Did he invite you into the water-closet to tell you?—A. No; we went in there to relieve ourselves, and it just happened to come up at that time.

Q. Did you know that he was the attorney of Major Baldwin in this investigation at that time?—A. I understood him to be; I don't recollect that he told me he was, but I inferred from what he said that he was.

Q. From what he said at that time?—A. Yes; we were talking over the case. I had every reason to believe that he was one of the attorneys. I had heard he was, and from the conversation I inferred he was, although he did not say right out, "I am the attorney for Major Baldwin in this case."

Q. Did he tell you that he was acting for Major Baldwin in speaking to you what he did?—A. No. He didn't say that.

Q. Do you know that Major Baldwin ever instructed him to make that statement to you, or that he knew anything about it?—A. Only by inference.

Q. Isn't it true that this conversation that you have testified about was simply in

line with several other conversations that you had previously had several months ago with Mr. Fehheimer as having investigations of this kind?—A. Mr. Fehheimer said that some time previous I had been in Chickasha and had let something drop, and the party had told Major Baldwin, and that he, if I testified in this case, what I had let drop would come out against me; if you leave the agency a week and not testify, the matter will not come up. I asked Mr. Fehheimer if it would help Baldwin if I would leave, and he said, "I have no more to say; I have told you, and that is all I have got to say about it."

Q. Now, will you answer the question that I asked you?—A. I will answer it, yes, with that explanation.

Q. Don't you know that the Light contract for delivery of cattle that you have been testifying about has heretofore been fully investigated by C. C. Duncan, an inspector, and reported upon?—A. No, sir; I do not. There was an investigation held here, but not fully. Matters was suppressed that was pertinent to the case.

Q. Was you here at Anadarko at the time the investigation was held?—A. I was.

Q. Did you know when the investigation was going on here?—A. I did.

Q. Did you know at that time that matters were being suppressed?—A. No; not until afterwards—the matters that I refer to.

Q. By whom were they suppressed?—A. I couldn't say.

Q. But you do know of your own knowledge that matters were suppressed?—A. I was told by a party—by Mr. Detrick—that he had evidence that he wished to put in and they cut it out. Who were "they" I don't know.

Q. Did you know the same facts about these cattle that you have testified about in this investigation at that time?—A. My name was given in as a witness; I think that it was given to Mr. Conover. I gave him my name.

Q. Did you testify in that investigation?—A. I did not.

Q. Isn't it true that you and other traders here and on the reservation have been working up this matter against Major Baldwin for several months?—A. I helped write that letter in which our charges are made, showed it to Mr. Craggs, and we decided what we wanted to write. We went to his stenographer, and we put it down and sent it.

Q. Haven't you personally been engaged in working up a feeling against Major Baldwin all over this reservation, by correspondence and otherwise, with different traders and Indians during the last several months?—A. No, sir; not with Indians. I have correspondence with the traders in regard to matters pertaining to the matter in that letter that we sent Mr. Shelley. I showed Mr. Fred that letter.

Q. Haven't you received letters within the last two or three months from Mr. Wood, a trader at Rainy Mountain, containing scurrilous matter and charges against Major Baldwin, and haven't you exhibited that letter exultantly to various parties in the town of Chickasha?—A. I have no recollections of Mr. Wood writing any scurrilous letter against Mr. Baldwin; if he has written them to C. A. Cleveland & Co. I have never seen them. Mr. Wood is not a man that is given to writing scurrilous letters, and in fact—

Q. What was Mr. Day's name, now—the former agent?—A. George D. Day.

Q. Where does he reside now?—A. He resides in Maryland.

Q. Haven't you been in correspondence with Mr. Day?—A. I decline to give any of my private correspondence; in fact, I did not want this investigation to be made; on the contrary, I wrote to Washington requesting that it not be made.

Q. Have you employed counsel in this case. Mr. Shepherd, that is here?—A. Yes, sir. Inspector McCormick told us we were entitled to a lawyer if we wanted him. We heard that Major Baldwin was going to employ counsel, and decided to get an attorney.

Q. Who do you mean by we?—A. Mr. Craggs and Mr. Brown and Mr. Strauss.

Q. Are these men traders?—A. Yes, sir.

Q. Each bears his proportionate part of the expense?—A. I presume so; yes, sir.

Q. Do you know whether or not Mr. Day, referred to in the former question, is an applicant for this agency at the present time?

The INSPECTOR. You can decline to answer it or not.

A. I decline to answer it. Mr. Day is not being investigated.

Redirect by Mr. SHEPHERD:

Q. What is the effect that the failure of these Indians to pay their indebtedness to you has had upon your financial condition or the parties that you represent?—A. It has, to quite a degree, embarrassed us financially. We have been compelled to pay interest on overdue bills, and we have had sight drafts drawn on us, and gets duns from houses for these overdue bills. It impairs our credit.

Q. Did this occur before Major Baldwin's administration?—A. Yes; it did under Lieutenant Nichols.

Q. Did it do so prior to Lieutenant Nichols's administration?—A. No; not to as great a degree as it has under Lieutenant Nichols and under Major Baldwin.

Q. Judge Fisher asked you, on cross-examination, if you could tell the difference between native cattle and Texas and Arkansas cattle. I will ask you if the difference between these different classes of cattle is not as great as the difference between a piss ant and an elephant?—A. No; but the difference is as great as between a Indian pony and a good, solid work horse.

Q. You were not subpoenaed in this former investigation held by Inspector Duncan, were you?—A. I was not.

W. H. CLEVELAND.

Subscribed and sworn to before me this 15th day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of EDNA HARVICK, witness.

Direct examination by the INSPECTOR:

Q. Please give your name and residence. —A. Edna Harvick; I live in Oklahoma Territory.

Q. Were you ever employed at the Kiowa Agency?—A. Yes.

Q. How long since?—A. Since the last day of last September.

Q. What capacity were you employed in?—A. As stenographer.

Q. Have you ever seen Major Baldwin under the influence of liquor during your stay here?—A. I think not.

Q. Have you ever seen liquor in the office?—A. No.

Q. You never saw him at all under the influence of liquor?—A. Why, I don't know that I have; I have smelled it. I don't know whether he drank it or not; whether it was him or somebody else.

Q. Was there anybody around for it to smell on?—A. Yes, sir.

Q. Well, who was it?—A. The other employees, Captain Johnson, Dr. Wallin, and Mr. Norton.

Q. You don't know, then, who it was on?—A. No, sir.

Q. What was Major Baldwin's usual manner in the office?—A. He always acted just as anyone else would.

By Mr. SHEPHERD:

Q. At the time that you smelled this liquor, was the Major always present?—A. No.

Q. You know nothing about any other irregularities in the office?—A. No, sir; nothing at all.

By Mr. FISHER:

Q. How long was you employed in the office?—A. Two months.

EDNA HARVICK.

Subscribed and sworn to before me this 15th day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of JOHN CRAGGS.

Direct examination by Mr. SHEPHERD:

Q. What is your name?—A. John Craggs,

Q. Where do you reside?—A. Anadarko.

Q. How long have you been living here?—A. Nearly nine years.

Q. What business are you engaged in, if any?—A. Indian trader.

Q. How long have you been engaged in such business?—A. Nearly nine years.

Q. Do you have as customers Indians?—A. Yes, sir.

Q. Have they been trading with you ever since you have been in business here in Anadarko?—A. Yes, sir.

Q. Have you been extending them credit?—A. Yes, sir.

Q. All along?—A. Yes, sir.

Q. What has been your ability to collect from those Indians prior to and up to the administration of Lieutenant Nichols?—A. I have had at some payments at the end of some quarters as much as \$1,000 to \$1,200 left unpaid before that time.

Q. Well, what has been on an average about the amounts that you have had left over after each payment since then?—A. Not much to exceed that amount until last May.

Q. Who was agent at Anadarko last May?—A. Major Baldwin.

Q. Who is the present agent?—A. Major Baldwin.

Q. Please state, if you know, what has been the cause of this that you have just referred to?—A. The Indians say Major Baldwin was the cause of it.

(Counsel for Baldwin object as hearsay.)

Q. In what way?—A. By retaining their money to build houses and for other purposes.

Q. Do you know, as a fact, that Major Baldwin has been building houses on this reservation?—A. Yes, sir.

Q. Were any of these parties who told you that Major Baldwin had withheld a portion of their money for the purpose of building houses your customers?—A. Yes, sir.

Q. Were they in debt to you?—A. Yes.

Q. Was there any time during the administration of Lieutenant Nichols when the period of payment or the time between two payments extended beyond that provided for by law or the Indian regulations?—A. I don't know that there is any law in regard to these payments; it has been customary to make them twice a year.

Q. Did Lieutenant Nichols make the payment twice a year?—A. There was at one time, and I think it was during Lieutenant Nichols's administration, that we got no payment for a period of ten months, and the contract for beef runs out in July, or June 30—that is, the end of the fiscal year—and we were promised a payment in July or August, and we were asked by the agent that time to extend what credit we possibly could to these Indians, as there were no rations to amount to anything, nor would not be until they got the appropriation for the ensuing year.

Q. Did you extend this credit as requested; and if so, was it for necessities?—A. I did, as requested, and will swear that what I sold was necessary for life—beef, pork, lard, flour, sugar, coffee, molasses, and other necessities for Indian subsistence.

Q. Have you been paid for those necessities?—A. Partially, but I have never got it all.

Q. What has been the reason or the cause that you haven't received fully payment of these amounts?—A. The Indians at that time became overtraded, and they have never been able since to liquidate their entire indebtedness.

Q. Can you assign any cause for that?—A. Not getting enough money to do so.

Q. Has Major Baldwin's actions in withholding from each family \$50 for the purpose of building houses contributed to this in any way?—A. Yes, to a certain extent; but the purchase of \$50,000 worth of cattle had more to do with it.

Q. Was this \$50,000 that was paid for cattle a portion of the grass money paid to the Indians?—A. Yes.

Q. Did Major Baldwin know at the time that he withheld this money for the purpose that you have just mentioned that these Indians were indebted to you and other traders here?—A. He certainly did.

Q. Did you speak to him about the matter?—A. I did. I made an exhibit of this [account here shown to witness] to Major Baldwin personally, and asked Major Baldwin what was the reason of the Indians and especially the police being indebted to me that much at the close of a payment and at the close of a quarter; this was handed to him just after the quarterly payment, June 30, 1896. I remarked to Major Baldwin that his police account alone was \$486.35, something that had never occurred before at the end of a quarter. I asked him for his reasons. He said he didn't know what was the cause. I told him that the Indians said he was the cause. He said they lied about it. I asked him then, "Let's look and see;" says I, "Major Baldwin; you have expended \$50,000 of Indian money for the purchase of cattle, and now you promise every Indian who will give you \$50 you will build him a house; now," says I, "isn't this the cause of a good many of these debts?" He said he didn't think it was, but if I would leave this with him he would assist me in collecting this indebtedness, and if the police didn't pay he would turn them off. That one there, Frank Bosin, Major Baldwin collected for me, and that is the only account I have got out of this list up to this payment. This list and this indebtedness was the cause of my signing that letter that went to Washington asking for more than a \$9 payment, which was leaving us bankrupt to continue this thing any longer.

Q. Did you leave this list of names, with the amounts of each individual's indebtedness to you, with Major Baldwin?—A. I did, and never got it from Major Baldwin until just before this payment.

(Now counsel for the traders offer in evidence the list referred to, and it is marked Exhibit H.)

Q. Do you remember the instance in which Major Baldwin, acting as Indian agent for this place, on November 18, 1895, made that proposal for 1,400 head of heifers and 74 bulls [handing witness Exhibit B]?—A. I do.

Q. Do you know to whom that contract was awarded?—A. I do.

Q. To whom?—A. Mr. John Light.

Q. At how much per head, if you know?—A. \$15.50 around for ones and two equally for the heifers, to be half of each; the bulls I don't know the price paid.

Q. What class of cattle did that proposal call for as related to heifers?—A. American cattle, 1 and 2 year olds; by the term American cattle it is understood cattle free from any Arkansas, Texas, or Mexican blood; by the term grade is understood half-breed from thoroughbred bulls.

Q. Does the proposal call for the cattle to be well-bred, native American cattle?—A. Yes, sir.

Q. I'll ask you, Mr. Craggs, if you are a stockman and have ever dealt in stock?—A. I have dealt and handled stock since I was 10 years old.

Q. Are you familiar with the class of cattle called for in that proposal?—A. I am.

Q. Are you familiar with cattle of Arkansas, Texas, and Mexican blood?—A. I am.

Q. Did you see the cattle delivered by Mr. John Light under this contract just mentioned?—A. I saw them after they were delivered and had the "I-D" on them.

Q. Were they the same cattle delivered by Light?—A. Certainly was, or the "I-D" wouldn't been there.

Q. At what place were these cattle delivered?—A. At the issue pen at Anadarko.

Q. Where does Major Baldwin reside?—A. In Anadarko.

Q. Did you examine that bunch of cattle?—A. I did.

Q. Please state whether or not they were such cattle as called for in this proposal.—A. They were not.

Q. What class of cattle were they, if you know?—A. They were Arkansas and Texas heifers.

Q. First class, or what is termed "dogies"?—A. I would call them a poor class of range cattle, ranging in age from 1 to 3 years old.

Q. Were you familiar with the market price of that particular class of cattle that you saw at that time?—A. I was; I had bought 57 head, the same kind of heifers, from a party here for butcher stock.

Q. What did you pay for them?—A. \$7.50 a head. Mine were all yearlings, though.

Q. Was that the general market price of those cattle at that time?—A. I should say yes.

Recess until 1 p. m.

Hearing resumed 1 p. m.

Q. What was the market price in December and January of this particular class of cattle that Light delivered to the Government under his contract?—A. I should say \$9.

Q. That includes ones and twos?—A. Yes, sir.

Q. Did you consider \$15.50 an excessive and exorbitant price for this cattle?—A. I did; I so told the agent and contractor.

Q. When did you tell the agent, and when did you tell the contractor?—A. The morning following the first delivery of those cattle—about 500 head that were watered below my store; I got on a horse, rode to them; then I come here the next morning; the agent was out at that tank, and Light was with him; I went out there; I says, "Major Baldwin, I come here this morning to get my ass kicked," and he says, "Turn around," and I turned around. [Here witness got up and demonstrated how he did.] He didn't kick though, and he says, "Craggs, what is this all for?" I told him for lack of education. He says, "What do you mean?" I says, "I read that contract that these heifers were to be native heifers, and what is meant by native heifers is heifers without any Arkansas, Texas, or Mexican blood in them; it must have read nothing but Arkansas, Texas, or Mexican blood will be taken." That is the exact words I used. Then Mr. Baldwin and Light both got wrathful. Mr. Light offered to bet me \$1,000 that they were high-grade heifers. I told him to come and go with me, and I would put up \$1,000, and leave it to a good cow man that nine out of ten of them was nothing else but Arkansas or Texas cattle. Mr. Light says: "Come on; let's go out and fix the papers." We walked toward the office—that is, from out here to the tank—and Light says: "Now, Craggs, you can pick a man and I pick a man and let them pick a third, and we will leave this to them." I told them I would stick to what I said and leave it to a cow man, and picked for my man Mr. Crump, the inspector that had been here ever since I come to the country. He said he wouldn't do that. I then sat down on this porch here and talked to him for perhaps twenty minutes

in regard to these cattle. Major Baldwin went upstairs to his office; Light left me, and I went up to transact some business with Major Baldwin. I said to Major Baldwin: "Light got mad" "Well," he says, "I got pretty near mad, too." I told him I didn't see where his turn come in to get mad, as I had told them nothing but facts. Afterwards the Major said to me: "If you wasn't prejudiced, Mr. Craggs, these are very fine heifers." I told him if they was a little finer he would have to get a fine-toothed comb to catch them. That is all I said to either of them about it, and that is as near the words as I can possibly get at it.

Q. These same cattle that you have just referred to were the cattle that were accepted by Major Baldwin on that contract, were they not?—A. They were.

Q. Who inspected those cattle, if anyone, if you know?—A. Jack Stillwell.

Q. Was there anyone else?—A. Not to my knowledge.

Q. Do you know whether or not there was an army officer present and inspected them?—A. I do not, only from hearsay.

Q. Did you hear there was one present?—A. I heard there was not.

Q. Do you know whether or not there was any chiefs of any Indian tribes present and inspected those cattle?—A. I do not.

Q. Were you present when the cattle were inspected?—A. I was not.

Q. Did you bid on that same proposal that was awarded to Mr. John Light?—A. I did.

Q. What was the amount that you bid per head?—A. \$15 for yearlings and \$20 for twos.

Q. What class of cattle did you have reference to in your bid?—A. Something that would fill this contract; native heifers without any Texas, Arkansas, or Mexican blood in them.

Q. Where would you have had to go to in order to have gotten those cattle?—A. Missouri, Nebraska, Illinois, or Iowa.

Q. Is there any of that class of cattle in the Territory?—A. There is a few, but not sufficient to have filled that contract that I know of anywhere in the Territory.

Q. Are the few that you refer to in bunches or scattered around over the Territory?—A. You will find a man that has got a few Durham cows or a few Durham bulls establishing a herd of fine stock, but I have never seen in quantities to justify a man in trying to purchase 1,400 head in Texas, Arkansas, Indian Territory, or Oklahoma.

Q. Did you understand that contract to mean the class of cattle that Light delivered?—A. No, sir.

Q. If you had, what would have been your bid per head?—A. About \$10 or \$10.50. I put in the last contract here at \$12.87½, half and half yearlings and twos, nearly six months after this contract was filled.

Q. Was that the same class of cattle as Light put in?—A. No, sir; I put in a better class of cattle.

Q. Had cattle depreciated or increased in value from what they were at the time Light made his contract?—A. They had increased the amount that a cow brute will grow in from four to six months in value.

Q. Were ones and twos worth as much when you made your contract as they were when Light made his?—A. Yes, sir; more. The growth was the difference.

Q. Now, then, you say that you came up to see Major Baldwin the day that a portion of these cattle were delivered by Light, and told him that you wanted him to kick you; was that because you had figured on a different class of cattle than what Light had, and lost the contract?—A. Certainly it was, and nothing else.

Q. This contract that you made to furnish cattle here, how many head did it call for, the one that was awarded to you?—A. Five hundred.

Q. Did you have any conversation with Major Baldwin concerning those cattle?—A. Yes.

Q. What was it?—A. Major Baldwin sent for me to come up here one morning; after I had set in the office perhaps a half hour, he asked me if I got that contract if I intended to put in the Tom Woodard and Deitrich cattle—

Q. At the time that Light made the delivery of these cattle to the agent under his contract, did he bring more cattle than his contract called for?—A. Yes, sir.

Q. What did he do with those cattle, if you know?—A. He sold 900 of them to Deitrich & Woodard; he sold 300 within the last month to Jim Myers.

Q. Do you know the price paid by Deitrich & Woodard for those cattle?—A. \$9 a head.

Q. Do you know whether or not they were as good, or whether they were better than the cattle delivered by Light?—A. They were cut out of the same herd, and Deitrich & Woodard were allowed a 10 per cent cut on them.

Q. What do you mean by a 10 per cent cut?—A. They was allowed to cut 10 out of every 100; that is a 10 per cent cut. In 900 it would mean a cut of 90 head.

Q. The Deitrich & Woodard cattle that Major Baldwin referred to, were those the same cattle that Deitrich & Woodard bought from Light here?—A. Yes.

Q. Now, then, continue the conversation that you have just referred to have had with Major Baldwin.—A. I told him I did not, as I had promised him if ever I brought that class of cattle into this country he had my permission to put me out.

Q. Why did you tell him that? Was the class of cattle of an inferior class?—A. They were inferior to what I expected to put in on that contract.

Q. What class of cattle did your contract call for?—A. Good range cattle, bred in Oklahoma or Indian Territory.

Q. Now, then, did Major Baldwin request you to let Mr. Light furnish a portion of this contract?—A. Major Baldwin asked me to go and purchase this 500 head of cattle from Mr. Sparks—Buck Sparks; that he had seen those cattle and would accept them, and that he would rather have cattle that had been on this reservation the last four or five months by \$1 a head than to have me go and bring them out of the Indian Territory.

Q. Did you do this, as he requested?—A. I went and saw Mr. Sparks. He said he wanted to sell the heifers they had on hand; that they had procured them for this contract, and they had no use for them, and wanted to get rid of them; but he had to be before the grand jury at 1 o'clock, and he only had fifteen minutes to get there, but if I would wait at Chickasha until 5 o'clock he would give me his figures on them. I waited until 5 o'clock. Mr. Sparks offered to fill my contract with Major Baldwin, and I run no risk, at \$12 a head. I told him I couldn't do that; that the contract didn't allow me to allow anyone else to fill it. I so reported to Major Baldwin, and he says, "Hold on, see him again; perhaps he will do different." I never saw him any more about it.

Q. Who is Mr. Sparks?—A. Mr. Sparks is a cow man that lives down near Chickasha.

Q. Is he associated with anyone in the cattle business? If so, whom?—A. My understanding is that he is a partner of Mr. Light's.

Q. Do you consider the price paid for those cattle injudicious, and has been the means of depriving the Indians of that much money unnecessarily, without compensation, and against the interests of the traders by diverting it into other channels?—A. I do.

(Counsel objects to the question and answer as being merely the opinion of the witness, and usurping the office of the inspector.)

Q. Are you familiar with the Kiowa school building on the Arandarko Reservation?—A. I have been there frequently, and through the building.

Q. Did you ever follow as a profession the building of houses?—A. I have.

Q. By contract?—A. Yes, sir; I built them four over there [pointing out].

Q. Did you examine, prior to its condemnation, this Kiowa school building?—A. I did not.

Q. Did you go in or near it any time just prior to its condemnation?—A. I was there frequently last winter.

Q. At the time you were there did you notice the condition of the building?—A. I did not.

Q. Do you know whether or not as a fact that the condition of the building was such as to endanger human life and necessitate its condemnation?—A. I couldn't say; I never made an examination of it at all. I know nothing only from hearsay, and that is not evidence.

Q. Do you know whether or not Major Baldwin has retained from the Indians, out of moneys due them, any amount for the purpose of building a school at Mount Scott?—A. I do not.

Q. You say that you are trading here?—A. I am.

Q. Did Major Baldwin ever make a proposition to you in reference to a credit system?—A. Yes, sir.

Q. What was the proposition that he proposed?—A. The proposition was that he would take a card something similar to this [here pointing to a sheet of paper], and we'll say To wac na Jim comes in, the agent grants him a credit of \$10 out of any money that comes into his possession by freighting wood or grass money, has permission to trade with any trader to this amount.

(A copy of said card is hereto attached, marked Exhibit I.)

Q. Did he make any threat that if the traders didn't accept this proposition what he would do?—A. My recollection is he did.

Q. What was that threat?—A. That he would revoke their license and put them off the reservation.

Q. Did he state that there would be an additional expense incurred by carrying on the system he proposed? If so, did he say that the traders would have it to

pay?—A. He said it was necessary that we have one man to do all our collections, and that the proceeds of each collection would be divided pro rata among the traders, and that we would have to bear the expense of the extra books and the salary of this individual and the cards.

Q. Did he carry out this agreement?—A. He did not.

Q. Do you know whether or not there was any objection made by any of the traders to this proposed plan?—A. Mr. Brown made serious objections that night, the second meeting we had.

Q. Did Major Baldwin take offense at Mr. Brown's objection?—A. I should say he did. There is where he made his threat. He says, "Brown, I know you, and any trader that don't comply with this I'll see that his license is revoked and he is put off the reservation."

Q. Was there anything said at this meeting about the payment of these back claims due by the Indians to the traders?—A. He said—Major Baldwin—that he would guarantee nothing only what was on these cards; he would guarantee no back claims.

Q. Did you ever have a conversation with Major Baldwin in which he said that these traders would have to comply with every demand of his if it broke them, or words to that effect?—A. No, sir.

Q. Did you ever have a conversation with him in which he referred to the traders as vultures?—A. I did not.

Q. Have you ever heard him speak upon any occasion disparagingly of the traders?—A. I have not; not as a class.

Q. Have you heard him speak as individuals?—A. Yes; I have.

Q. State to which one, and what it was.—A. He was speaking in regard to Mr. Strauss. He made some very nasty assertions about him. I don't know whether they are true or not.

Q. Please state what the assertions were.—A. He said he was a rascal, and wasn't fit to be on the reservation.

Q. Was that all?—A. That was the meaning of all of it.

Q. Did he make these statements publicly?—A. Just to me; he and I were together.

Q. Did you hear Major Baldwin refer to an invitation that he had sent to Mr. Strauss to be present at the dedication of this building?—A. Yes, sir.

Q. Please state what that was.—A. He said he had sent him an invitation, but he didn't suppose he would come.

Q. Did he say why he didn't suppose he would come?—A. I couldn't say what he did give as a reason.

Q. Don't you remember?—A. No, sir.

Cross-examination by Mr. FISHER:

Q. In reference to the Light contract that you have testified about, did you make a bid at that time for that contract?—A. Yes, sir.

Q. Was your bid opened and published at the time the rest was?—A. I was twenty minutes late on my bid. There was another one went in at the same time, but neither of our contracts was considered, although the Major said he would send them all in and mark them twenty minutes late.

Q. You knew the time which those bids would be opened, the time fixed?—A. Yes, sir; and my time was right; the agency time was about twenty-two minutes faster than I was.

Q. You have already testified as to what that bid was, I believe?—A. Yes, sir.

Q. Now, at what time was it that you first saw these cattle that were delivered by Mr. Light under this contract?—A. I couldn't give it to you exactly. It was the first 500 he put in that I saw. I can't give you the date.

Q. Well, about what time was it; what month and what year?—A. I think it was in May, this year.

Q. Did you ever see any of the balance of the cattle that were delivered under that contract?—A. Yes; I see all that Mr. Light put in, and I saw most of what the Indians put in.

Q. Well, how many yearlings were put in and how many twos were put in?—A. I think about half and half.

Q. Well, what kind of cattle were they now?—A. Arkansas and Texas cattle.

Q. Well, were they a fair average of the Arkansas and Texas cattle?—A. I should say no.

Q. Well, how much under the average Arkansas and Texas cattle were they?—A. They were a fair sample of Arkansas cattle, but not a fair sample of Texas cattle.

Q. Well, about what per cent of Arkansas cattle were they and about what per

cent of Texas cattle?—A. I should say it was all mixed up; about one-third were straight Texas and about two-thirds nearly straight Arkansas.

Q. Well, do you mean by that that they were cattle that had been imported into the Indian Territory from Arkansas and Texas?—A. I should say they were from the piney woods of Texas.

Q. Do you know what "dogies" are?—A. I know what a Mexican means by a "dogie."

Q. Well, do you know what a Texan means by a "dogie"?—A. Yes.

Q. Well, this part of the cattle that were Texas cattle were regular "dogies," were they?—A. I didn't say so, but an inferior class of Texas cattle, and as I understand the meaning of "dogie," it is an inferior brute.

Q. Well, then, do you mean that they were "dogie" cattle?—A. Well, lots of them were what I should call "dogies."

Q. How long have you been engaged in the cattle business?—A. I have been handling cattle and working with them ever since I have been 10 years old, and I am now 62; raised on a farm in the State of Illinois.

Q. Well, were you engaged in the cattle business here at the time that you bid upon this, in response to this proposal here set out in Exhibit B?—A. I was, and have been ever since I have been in the Territory; shipped cattle, bought cattle, and sold cattle every year since I have been in the Territory.

Q. Were you buying and selling any cattle of the ages and grade that you say these Light cattle were?—A. Yes, sir.

Q. How many transactions of that kind did you have about the time the bids were put in in response to this advertisement?—A. I bought that spring perhaps 200—I didn't buy any toward spring—I bought perhaps 300 head of yearlings that spring and a good many beef cattle: some I shipped, some I butchered, and some I sold to feeders and traders in through this country. Up to the time that Major Baldwin took charge of this agency we were allowed to trade with Indians—cattle, ponies, hogs, or anything they had to sell. Since Major Baldwin has taken charge, he has prohibited us from buying any cattle from an Indian. We have been allowed to buy cattle from Mexicans or white men that are on the reservation, but forbidden the right to buy of an Indian.

Q. When you say you bought this 300 head in the spring, which spring do you mean, 1895 or 1896?—A. '95; '96 I bought no yearlings, but then I have been with parties that did, except what I have bought for the Government this summer.

Q. You testified in a former investigation of this J. W. Light contract that you have been testifying about now, didn't you?—A. Yes, sir.

Q. That was an investigation held by Mr. C. C. Duncan, inspector?—A. Yes, sir.

Q. When was that investigation held?—A. Last May, I think.

Q. How soon after Mr. Light had delivered the cattle under this contract?—A. Right away afterwards.

Q. You was pretty angry about that time, wasn't you, over the contract, failing to get it?—A. No, sir; I have never had the least bit of feeling toward Major Baldwin or John Light in regard to that contract. I considered that my time being later than theirs, and my contract not being submitted, gave me no kick coming. All the kick I had, and all the reason I said a word, was because the contract was not filled according to agreement, and the Indians were being swindled worse than any trader ever swindled them on this reservation, I thought.

Q. Aren't you the man that lodged the complaint which resulted in the investigation of this matter by Mr. Duncan?—A. No, sir; I never wrote a letter to the Department or to anyone making charges against this Major Baldwin or anyone else in my life, until I signed this letter here that was written by Mr. Cleveland, and I wasn't here when the letter was finished and my son signed it for me; I had previously had a copy of it read to me.

Q. Did you have anything to do with procuring anybody else to lodge the complaint which resulted in that Duncan investigation of this matter?—A. I did not.

Q. You have stated in your direct examination here that you regarded the manner in which this contract was filled by Mr. Light as a fraud upon the Indians and an outrage, and that they hadn't got the value of their money, and all that, haven't you?—A. I have, or do now.

Q. And you knew all the facts surrounding that delivery that you have testified about here at the time of the delivery?—A. I did.

Q. And still as a trader upon this reservation you saw fit to keep silent on the subject and allow that to go on?—A. I did, because it was none of my business.

Q. In the examination before Mr. Duncan in regard to these cattle, didn't you place them on a lower scale than you have even in your testimony here to-day?—A. I don't remember the valuation I put on the cattle, but I told Mr. Duncan that

I would like to have a contract for furnishing the same kind of cattle for \$10.50, if I remember right.

Q. Didn't you testify on that examination that a great many of these cattle were not larger than jack rabbits?—A. No, sir; I did not.

Q. And didn't Mr. Duncan, the inspector, interrupt you right there and ask you how large jack rabbits grew in this country?—A. No, sir.

Q. On that examination before Mr. Duncan, didn't you state that you could tell where an animal came from, what State, whether from Arkansas or Texas, or from Mexico, by simply looking at the animal?—A. I don't remember making that statement. If I remember right, I told Mr. Duncan that I could very easily discern the difference between a Texas and Arkansas heifer by the build, the shape of the head, and the shape of the horns. Mr. Light said I knew nothing about cattle because I had never seen a black Durham. I told him I never had, and if there was one bred I never saw it. He says that showed I never knew nothing about cattle.

Q. What do you regard as native cattle; native of the Indian Territory?—A. That would be cattle bred in the Indian Territory; that would be my meaning of it.

Q. Well, do you say that the cattle delivered here by Mr. Light were not all of them bred in the Indian Territory?—A. I didn't say so, sir.

Q. Well, do you know whether they were or not?—A. Not of my own personal knowledge; no, sir.

Q. Aren't cattle bred in Texas native American cattle?—A. Not under the meaning of that advertisement; unless they have got no Arkansas, Texas, or Mexican blood in them. There is some there. I can find you cattle in Texas just as good blood as there is in any State, but they didn't have Texas, Arkansas, or Mexican blood.

Q. Suppose a half-breed from a thoroughbred bull from a common long-horned Texas cow had been offered under that contract, would it have filled the contract?—A. No, sir. That is plain to be seen right on the face of that.

Q. Well, what kind of a cross, then, would have been required to fill this contract?—A. A heifer that has no Texas or Arkansas or Mexican blood in its veins would have filled that contract, and nothing else would.

Q. Would a Kansas heifer have filled the contract?—A. If it had had no Arkansas, Texas, or Mexican blood in it, it would. There is lots of fine cattle in Kansas.

Q. Could this contract have been complied with by the delivery of any cattle that come from north of the quarantine line?—A. They would have to have come from north of the quarantine line in order, in my opinion, to have got that many heifers that would have filled that contract. I was asked at the last examination here if I didn't believe that a heifer bred in the Indian Territory or Texas as better for these Indians than something that come from north of the quarantine line, and I said I did, but that if they had wanted that kind of cattle they had ought to have advertised for them, and not advertised for something that couldn't be got in this country.

Q. This Exhibit H, which is a list of the claims that you now hold against Indian policemen, Comanches, Kiowas, and Apaches, these are simply balances shown here, as I understand it, now due?—A. They are balances that were due last June after the finishing of the May payment and the June quarterly payment; that is what I asked Major Baldwin at the close of that payment and the quarterly payment; that is what I exhibited to him, and asked him why this thing was it as was; why they were so much behind.

Q. How many of these balances are now due and unpaid?—A. I couldn't tell you.

Q. How soon can you ascertain?—A. I can ascertain by 12 o'clock to-morrow.

Q. Isn't it true that nearly if not quite all of these Indians that are named in this Exhibit H have had running accounts with you for several years?—A. Yes, sir; they have been trading with me for the last nine years, most of them.

Q. And have paid you various sums of money along which have been placed to the credit of their accounts?—A. Yes, sir; that I told you was an exhibit at the close of that quarter; some of those accounts may be old, and some of them may not be so old.

Q. Which one of these Indians told you that Major Baldwin had detained from their grass money to the extent of \$50, or any other sum, for the purpose of building houses; can you name them?—A. The only one that I recollect of now is a man by the name of Tenatone. My Indian collector, who attended to all my collections, is sick in Kansas. I also had a talk with a Comanche, who stated he had two hearts; one was to obey the agent and build him a house, the other was to pay me what he owed me, and left it for me to decide. I demanded my money, and he gave it to me. Tenatone, he stated that if the agent had not have taken his money for a house he would have paid me all he owed me.

Q. Will you please state the aggregate amount of the balances in Exhibit H?—
A. \$2,056.48.

Q. You stated in the direct examination that at the meeting of the traders at Major Baldwin's house, when the consideration of a credit system was up, that Baldwin said to Brown, "I know you, and any trader that don't comply with this I'll see that his license is revoked and he is put off of the reservation."—A. That is my recollection of the conversation. I was in favor of this system. I assisted Mr. Baldwin in getting it up. I helped pay a man to go to one of these eastern agencies to get their forms, etc.; I done everything in my power to get this thing fixed so that when we sold anything we would know where the money was coming from, something that I have advocated ever since I have been on the reservation.

Q. You understood, then, Major Baldwin to mean that that system that you had all agreed upon except Brown was inaugurated, that any trader that didn't comply with it would be put off the reservation?—A. That was my understanding, and that he had authority from Washington to that effect.

Q. Did Brown ever agree that such a system should be inaugurated?—A. I don't think he did; he never did in my presence that I know of.

Q. And it never was inaugurated, was it?—A. No, sir; I went to see Major Baldwin about it a short time after this meeting. It was to be inaugurated immediately after a payment. I went to see him about it, and he told me to go on with the old system, but to keep them down as low as I could, and I have done it ever since.

Q. Did you or the other traders ever agree to bear the expense of a clerk and these cards and the other expenses that you have mentioned in your examination provided the system should be inaugurated?—A. Yes, sir; what was there the first night.

Q. Did you ever notify Major Baldwin that you were ready to bear that expense?—A. Told him right there at the house that we would furnish the books and blanks and everything else. He told us we would have to, and we agreed to do it. We even went so far as to appoint our man among ourselves to run the books the first payment.

Q. Did you ever notify the Major that you had appointed a man?—A. No, sir; it never got that far. We didn't need him until the system was inaugurated.

Q. Do you know how much money Major Baldwin has distributed among the Indians on this reservation during his administration up to this date?—A. No, sir; I might possibly tell by going back and referring to my books, but I couldn't answer it now.

Q. Isn't it true that this last payment that occurred a few days ago was \$14.25 per capita instead of \$9?—A. I never knew of a \$9 payment since I have been here. Yes, \$14.25.

Q. Don't you know that Major Baldwin during his administration, which has extended nearly two years, has paid out more money to the Indians during that time than any other former agent has paid out during the same length of time?—A. I know he has expended more money than any agent ever did in twice the length of time, but it has not been paid out to the Indians in cash, but has been expended in cattle, heuses, administration buildings, and other fixtures around Anadarko.

Q. How much has been expended in cattle?—A. \$50,000, I suppose; that was the amount appropriated for it.

Q. How much in Indian houses?—A. Well, now, I couldn't answer that positively; I have got here perhaps the smallest district on the reservation, and there is money paid out for twenty-two houses in that list. [Here witness takes list from his pocket.]

Q. Do you know how many Indian houses have been erected on this reservation during Major Baldwin's administration?—A. No, sir; I couldn't tell you.

Q. How much was paid out of the Indians' money for the erection of this building?—A. None that I know of.

Q. Do you know how much money he has actually distributed among the Indians per annum since he has been here?—A. About \$80,000 has been paid out at grass payments each year since he has been here, I believe.

Q. Are there any other sources of revenue that the Indians have that passes through his hands that has been distributed by him to them?—A. I couldn't say. There is fines that people are taxed for driving through the country for herds, cattle and horses; I suppose that goes in the general fund.

Redirect by Mr. SHEPHERD:

Q. This \$80,000 payment that you spoke of, was this money that was expended in building the houses of the Indians held out of that?—A. Yes, sir.

Q. Was this \$50,000 for cattle held out of that?—A. Not out of them payments; no, sir.

Q. What fund was that out of?—A. That was out of grass money that had been paid for these Indians and sent to Washington and there expended for cattle.

By the INSPECTOR:

Q. Were you present at any time at the corral when these cattle were inspected under the Light contract?—A. No, sir; I only saw them as they, after being received, were brought to water down there; and I got on my horse and went to see them.

Q. I understood you to say that Major Baldwin suggested to you to buy under your contract cattle that were left over under Light's contract?—A. He asked me to go—

Q. Well, did he do it?—A. He asked me to do it; yes, sir.

Q. Were any of those cattle that he wanted you to purchase from Light left over after the inspection?—A. They were part of the herd that was brought here to put in at that time.

Q. Where was that herd?—A. On this reservation.

Q. Who had them?—A. Sparks.

Q. Does Mr. Sparks have a pasture here?—A. Yes, sir; I think so.

Q. How did those cattle that Sparks had cut out compare with those that you seen?—A. They were a better grade than those that were received here.

Q. Who inspected these cattle?—A. Stillwell, I think.

Q. Is he a cattleman?—A. Not to my knowledge. He has been a United States deputy marshal, or a police judge, or United States commissioner ever since I have known him, nine years.

Q. You stated a little while ago that you had a contract for 500 head of cattle. Did you furnish the full amount?—A. Only 300.

Q. Who inspected your cattle?—A. There was an Army officer, and Mr. Pigg done the inspection of the cattle, and the Army officer distributed them amongst the Indians.

Q. Were so many of your herd rejected that you couldn't furnish the 500?—A. No, sir. The agent got permission to buy 200 of my contract from Indians from Washington.

Q. Did the Indians furnish their 200 at the same time you furnished your 300?—A. The Indians didn't furnish any of their own stock.

Q. I understood you to say that the Indians furnished 200?—A. He did have permission, but he bought about 100 of them; took them from Deitrich and Woodard. Deitrich and Woodard put in about 100. Towacna Jim got 50 out of Light's herd and put them in here; Wena bought between 40 and 50 more or got them of Light and put them in; Bill Wyatt put in 5 or 6.

Q. How do you know these Indians got these cattle from Light?—A. One of them has told me that he got 50 head from Towacna Jim—from Light.

Q. What did you make on this 300 head that you furnished?—A. I made \$600 on the 300 head.

Q. You stated to Mr. Fisher that traders are not allowed to purchase stock from Indians.—A. No, sir; they are not.

Q. Indians on any reservation, are they allowed to sell stock without a permit from the agent?—A. Always have been up to the time that Major Baldwin come here. There is one Caddo woman, Caddo Jimmy, that I have bought about 80 head a year from ever since I have been on the reservation up to the last two years, and there is others that own good big herds of cattle and have always sold to anyone who wanted to buy.

Q. Do the Indians sell their stock to other people?—A. Yes, sir; drive them to Oklahoma—

Q. Who?—A. I have known of a good many driven to Minco and sold to Tuttle, Bingham, Lindsey. I also last summer, while looking for heifers of this contract here of mine, saw about 60 head in County H, Okla., that had been bought from Caddo's and taken in there.

Q. Do you or do you not know whether these Indians had a permit to sell?—A. I know they haven't had within the last two years.

Q. Have these stockmen that you have just mentioned come on the reservation and bought to your knowledge?—A. No; the cattle have been driven to them to sell by the Indians.

Q. Mr. Craggs, if this credit system outlined by you had been adopted, wouldn't it have been the means of partiality in purchases being extended to one trader over another by the agent?—A. It might have been.

Q. How have your collections under Baldwin's administration compared with former?—A. They haven't been nearly so good as before.

Q. How long has Baldwin been here?—A. About two years.

Q. Have you taken the pains to cast up your books for the two years of Baldwin's administration and compared it with any former two years of any other agent?—A. Not in that way. We always at the end of a payment, or at the end of a quarter, balance up our books, and for the last two weeks, and for the last two years, we have been further behind at the end of a payment or at the end of a quarter than we have been at any two years' time since I have been here.

Q. How do your gross sales under Baldwin's two years of administration compare with any two years formerly?—A. I don't think they are quite as much the last two years as before. I have been more particular about crediting Indians than I was in former years, that Major Baldwin suggested to run less accounts.

Q. Have you ever examined the houses put up on the reservation for Indians?—A. Some of them.

Q. Please state to me, now, the character of those houses, construction, workmanship, etc.—A. I believe all of those houses are 14 by 28, two rooms, one chimney, two out doors, and two windows; that is my recollection of what I seen of them. Chimney in the middle between the rooms. Made of stock boards for siding, batted; a shingle roof, ceiled inside; single floor, raised about from 6 to 8 inches from the ground on blocks.

Q. What would you consider a fair price for the construction of those houses, independent of any material?—A. Those that have constructed the houses have had to furnish the brick and mortar for the chimneys; that leaves them a little over \$40 for building the house: they get \$50 for the house, build the chimney, furnish the brick, and finish the house. I think it is a very reasonable price for doing the work.

Q. Mr. Craggs, what are Major Baldwin's habits, so far as you know?—A. I don't know very much about him; I have never been in his company a great deal; I have seen him riding up and down here, and he comes over to the store occasionally; he has always behaved himself very nicely.

Q. Did you ever see him under the influence of liquor?—A. Twice.

Q. Where?—A. Once at El Reno; once down here at the hotel, Anadarko Hotel.

Q. Those are the only two occasions that you ever saw him under the influence of liquor?—A. That is all I can call to mind.

Q. How is Major Baldwin in his official business dealings; is he reliable or not?—A. I don't know hardly how to answer that. I have had considerable dealings with him; I bought seed for the Indians here one year, field seeds, and finished my delivery, made out my papers on the 24th day of April, 1895; I got my money July 27, 1895, and it was an open-market purchase, amounted to \$1,717.99. I have always got my money in any purchase I have made for him; sometimes not as promptly as I thought it ought to have been, but I consider him reliable under contract.

Q. There have been charges made of collusion between John Light and Major Baldwin on this cattle deal. Do you know or have you any reason to believe that there was any?—A. I know nothing about it.

By Mr. FISHER:

Q. You have stated that a part of the herd that John W. Light brought up here to fill this contract that you have testified about were subsequently sold to Mr. Dietrich?—A. I did.

Q. Well, were the cattle sold to Dietrich rejected cattle at the time of the delivery?—A. They were not. They was cut right out of the herd, and they allowed them a 10 per cent cut.

Q. Now, these cattle that were in possession of Mr. Sparks that you went to look at, have testified about, were they cattle that were rejected here on Mr. Light's filling this contract?—A. No.

Q. I understood you to say, in answer to a question by the inspector, that they were cattle that were left over from this delivery here by Mr. Light?—A. Agent Baldwin notified the Department that he had exhausted the supply of Indian heifers on this reservation, and asked permission to buy 500 more of the old contractor. They went and bought the 500 here to put in on the contract as the additional 500. The Commissioner ordered a new contract, a new advertisement, and they didn't get to put them in. Major Baldwin had seen the cattle and told me he would accept them.

Q. (Question repeated.)—A. They were left over, because they didn't get to put in the last 500 head.

Q. Well, then, they were not cattle that were brought here at the time the 1,400 head were delivered?—A. No, sir; they were brought in just at the close of that delivery.

By the INSPECTOR:

Q. Under the Light contract did he furnish 1,400 head of cattle?—A. They were all of them furnished; that is my understanding.

JOHN CRAGGS.

Subscribed and sworn to before me this 15th day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of W. F. DIETRICH, witness in support of charges.

Direct examination by Mr. SHEPHERD:

Q. What is your name?—A. W. F. Dietrich.

Q. Where do you reside, Mr. Dietrich?—A. About a mile and a half from Anadarko.

Q. Do you remember the occasion when this proposal for heifers and bulls was made [handing witness Exhibit B?]?—A. Yes, sir.

Q. What was the date of it?—A. November 18, 1895, here.

Q. What class of cattle does that call for and how many head?—A. Calls for 1,400 head of heifers, 74 bulls; heifers must be native American cattle, 1 or 2 years old; bulls must be graded, native American cattle, not less than 2 or over 4 years old, free from any blemishes, and must weigh not less than 800 pounds. By the term American cattle is understood cattle free from any Arkansas, Texas, or Mexican blood. By the term graded is understood half-breeds from thoroughbred bulls.

Q. Do you know to whom that contract was awarded?—A. Yes, sir.

Q. To whom?—A. John W. Light.

Q. Where does John W. Light reside?—A. Chickasha, Ind. T.

Q. Do you know the price that was to be paid to Mr. Light for these cattle, the heifers, I mean?—A. \$15.50 a head, I believe.

Q. Do you know whether or not those cattle were delivered by Mr. Light to the Government at Anadarko?—A. Mr. Light was not in person with the cattle; his agent was.

Q. Were the cattle delivered?—A. Yes, sir.

Q. What business are you engaged in, Mr. Dietrich, if any?—A. Farming and stock raising.

Q. Are you familiar with cattle?—A. Yes, sir.

Q. Had much experience in that line?—A. Considerable; yes, sir.

Q. Do you know the difference between well-bred native American cattle, Arkansas, Texas, and Mexican blood cattle?—A. Yes, sir; I do.

Q. Is the difference very great?—A. Yes, sir; there is a large difference.

Q. Did you see the cattle delivered by Mr. Light or his agent in the fulfillment of this contract?—A. Yes, sir.

Q. Where did you see them, and when did you see them?—A. I saw them on the way to the issue pens and saw them afterwards.

Q. About what time of year?—A. About May, 1896, I think; some time in May, last spring, anyway.

Q. Did you examine those cattle?—A. Yes, sir; I looked at all of them; rode through them.

Q. Were they well-bred, native American cattle, free from Arkansas, Texas, and Mexican blood?—A. No, sir; they were not.

Q. What class of cattle were they, Mr. Dietrich?—A. Why, they were cattle that is generally known in this country as eastern Texas, Arkansas, or Choctaw-country cattle; the same grade of cattle grows in both places.

Q. Were you familiar with the market price of that class of cattle from December 28, 1895, when this contract was awarded?—A. I can't say that I was very familiar with the market price at that time.

Q. Do you know what the market price of that particular class of cattle that you saw there was at the time of that delivery in May when you saw them?—A. Yes, sir.

Q. What was it, please?—A. Why, the price of such cattle would range all the way from \$7 to \$12.

Q. What was the average price of 1,400 head of heifers, one half of them 1 year old and the other half 2 years old, at that time?—A. Why, about \$10 or \$10.50.

Q. Were those cattle worth more than that?—A. No, sir.

Q. Are cattle generally higher in the spring than they are in the winter—young cattle like these?—A. Why, the price doesn't raise much difference; about the same.

Q. Was there much fluctuation in the market price of these cattle between

December 28, 1895, and May, 1896, at the time of the delivery?—A. Not to my knowledge.

Q. Well, don't you know? You handle stock, don't you?—A. There wasn't any difference that I know of at all, sir.

Q. If there had been a difference, you would have known it, would you not?—A. Yes, sir; I think I would.

Q. Were those cattle on the 28th of December, 1895, that you saw, worth \$15.50 a head?—A. No, sir.

Q. Did you buy any cattle from Mr. Light at the time that he made the delivery here under his contract?—A. Not from Light individually; I bought from F. J. Hall & Co.

Q. Were they a part of the cattle that Mr. Light brought here?—A. Yes, sir; out of the same herd.

Q. Were they a part of this herd?—A. Yes, sir.

Q. How many head did you buy?—A. I bought 800.

Q. What did you pay per head, average?—A. I paid \$9 and \$12.

By the INSPECTOR:

Q. How long after the filling of the Light contract did you buy these cattle?—A. I made the trade with him while they were filling the contract, but received the cattle after they were through here.

Q. What do you suppose was the market difference between the cattle at that date and at the date of their contract?—A. Why, from what I can learn, I don't think there was any.

By Mr. SHEPHERD:

Q. The \$12 that you paid, was that for 2-year-olds?—A. Yes, sir.

Q. And the \$9 that you paid, was that for 1-year-olds?—A. Yes, sir.

Q. What were the condition of the cattle you bought compared to the cattle delivered under Mr. Light's contract?—A. Why they was comparatively the same.

Q. Did you cut them out of the herd right there?—A. No, sir.

Q. Where did you cut them out at?—A. In my pasture; down here at Chickasha.

Q. As they were bringing them on up to be delivered?—A. No, sir; I received them there at the pasture.

Q. Were you present when they were cut out of the herd that contained the contract cattle of the Government?—A. No, sir; I was not.

Q. You say that you examined the cattle delivered by Light to the Government?—A. Yes, sir; I saw all of them.

Q. Did you consider \$15.50 excessive price for them?—A. Yes, sir.

Q. What did you consider them worth on an average—heifers, ones and twos?—A. I considered them worth about what I paid for them, \$10.50.

Q. Were you present when those cattle were inspected?—A. Part of them; yes, sir.

Q. Who inspected them?—A. Judge Stillwell.

Q. Was there any United States Army officer present inspecting them?—A. No, sir.

Q. Was there any chiefs from any Indian tribes present and inspected them?—A. No, sir.

Q. Is Mr. Stillwell that you have just mentioned a stockman?—A. No, sir.

Q. How long have you known him?—A. About seventeen years.

Q. Has he ever been engaged in the stock business since you have known him?—A. He rode lines a few times, worked with cattle some; one instance that I know of.

Q. For how long a period?—A. I don't know exactly; probably six or eight months, maybe a year.

Q. About how long ago has that been?—A. About sixteen years ago.

Q. Do you know whether or not he has been holding official position since then?—A. Yes, sir.

Q. What position, if you know?—A. As police judge, at El Reno.

Q. Did you ever know of him inspecting a herd of cattle as large as that before?

Q. Do you believe that he is a competent person to pass upon cattle?—A. No, sir; I don't think he is.

Cross-examination by Mr. FISHER:

Q. What are your present feelings toward J. W. Light?—A. Why, they are not first class.

Q. You don't like him a bit, do you?—A. I have seen men I like better.

Q. Haven't you a feeling of enmity against J. W. Light at the present time?—A. To some extent, I have; yes, sir.

Q. Isn't to a very great extent?—A. Well, no, sir; I can't say that it is.

- Q. Hasn't it reached that extent that you won't even talk to him or do business with him?—A. I talk to him every time I meet him, sir.
- Q. How about doing business with him?—A. I haven't got any business with him that I know of.
- Q. What are your feelings against J. B. Sparks?—A. My feelings toward J. B. Sparks are first-class.
- Q. First-class in what direction, good or bad?—A. They are good.
- Q. Do you know Major Baldwin, the Indian agent here at Anadarko?—A. I do; yes, sir.
- Q. How long have you known him?—A. Why, I have known him ever since he has been here.
- Q. What is the state of your feelings against him?—A. They are not very good.
- Q. Well, isn't it true that your feelings are very bitter towards him?—A. Not any more than business requires.
- Q. Well, does business require that they be very bitter?—A. No, sir; I don't think it does.
- Q. You are what is known as a squaw man, aren't you?—A. Yes, sir.
- Q. How long have you lived on this reservation?—A. I have lived here since November, 1878.
- Q. You have a pasture inclosed on the reservation near Chickasha, haven't you?—A. Yes, sir.
- Q. How many acres does that inclosure contain?—A. There is 19,611 acres.
- Q. Did J. B. Sparks ever rent that pasture from you?—A. Yes, sir; part of it.
- Q. For what year?—A. 1896.
- Q. How much did he pay you for the pasture?—A. He traded me some cattle for the use of the pasture.
- Q. What were they valued at at the time he delivered them to you?—A. We didn't assess no value; he just gave me so many cattle for the use of the pasture.
- Q. Is it not true that you rented him the pasture for \$1,800, and that you agreed to take in payment of that \$1,800 200 head of cattle?—A. I asked him \$1,800 for the pasture; he offered me \$1,600 for the pasture, and finally agreed to give me 200 head of cattle for the use of the pasture; that is the trade we made.
- Q. And no value, then, was agreed upon between you as to the 200 head of cattle?—A. No, sir.
- Q. How much was you paying Indians in the year 1896 for this pasture?—A. I was paying 6 cents an acre.
- Q. You had it under a contract made through Major Baldwin, didn't you?—A. Yes, sir.
- Q. And paid 6 cents an acre for the entire pasture?—A. No, sir; not the entire pasture, I wasn't.
- Q. Well, for how much of it, then, was you paying 6 cents an acre?—A. Five thousand acres of it.
- Q. At the time you rented the pasture from Major Baldwin did he know how many acres there was in the pasture?—A. No, sir; Baldwin didn't know.
- Q. Did you tell him?—A. I told him about what I thought it was; yes, sir.
- Q. Well, what did you tell him you thought it was?—A. I told him I thought there was about 20,000 acres. I told him that there had been originally about 30,000 acres in the pasture, but some of it had been throwed out and there was about 20,000 left.
- Q. How come him to not require you to lease all the land in the pasture?—A. He reserved a portion for the benefit of my family.
- Q. What representation did you make to him as to the needs of your family that induced him to allow you to leave the 15,000 acres without leasing?—A. I didn't make him any.
- Q. Didn't you state to Major Baldwin at that time that you had a certain number of head of cattle and other live stock?—A. No, sir.
- Q. Didn't you state to him that your own private use would require that many acres?—A. No, sir; I made him no statement whatever.
- Q. How soon after you procured your lease from Major Baldwin did you make this contract with Mr. J. B. Sparks?—A. In a short time after; I don't know just the exact date.
- Q. Did you make any representation at that time to Mr. J. B. Sparks that you had the consent of Major Baldwin to lease to him?—A. No, sir.
- Q. Did you report to Major Baldwin that you had leased to J. B. Sparks, and get his consent?—A. No, sir; I did not.
- Q. Well, is it not true that soon afterwards Major Baldwin ascertained the fact that you had leased this pasture, and that he required that it be vacated at once?—A. Yes, sir; he did.

Q. And is it not true that when Mr. Baldwin sent for you to inquire about the matter that you denied that you had leased it at all to J. B. Sparks?—A. Mr. Baldwin didn't send for me at all. I came to him of my own accord to see him.

Examination adjourned until 9 a. m. December 16, 1896.

Examination resumed pursuant to adjournment at 9 a. m. December 16, 1896.

Q. How long have you been on the reservation—Kiowa and Comanche?—A. I have been here since November, 1878.

Q. How old are you?—A. Thirty-eight years old.

Q. How long have you been engaged in the cattle business?—A. Ever since the spring of 1879. That was my first start in cattle.

Q. What has been the nature of that cattle business?—A. Been raising, buying, and selling.

Q. Have you been buying and selling during all of these years?—A. Yes, sir.

Q. About what has been the average number of your purchases and sales per year?—A. All the way from one to five hundred.

Q. How many purchases and sales did you make during the year 1895?—A. I don't know, sir, without referring to my books.

Q. Well, approximate it?—A. I bought cattle from some 20 or 30 persons—different men—I suppose, in that time.

Q. How many purchases and sales did you make during the month of December, 1895?—A. I don't remember of making any in that particular month.

Q. Well, did you make any during the month of October and November, 1895?—A. Yes, sir; I did.

Q. Did you know the market price of such cattle as you say J. W. Light delivered under his contract with the agent here on or about the 28th of December, 1895?—A. Why, I wasn't buying any cattle at that time, and didn't make any inquiries as to the price; could have found out if I had wanted to buy any.

Q. The fact is, then, that you don't know what the market price was at that time?—A. I can tell pretty near what it was, yes.

Q. Well, then, you mean to say that you can guess at it?—A. No, sir; I don't generally guess very much about the price of cattle; if I want to buy one, I generally find out.

Q. Now, isn't it true that the greater number of all the purchases that you have made in the cattle business has been in small lots?—A. It has been as I have told you, all the way from one to five hundred.

Q. You say that you was present at the time at the issue pen at Anadarko when John W. Light delivered the cattle under this contract of December 28 that you have been testifying about?—A. I was present when the cattle were delivered, but not by John W. Light.

Q. Who did deliver them?—A. Buck Sparks.

Q. How do you know that they was the J. W. Light cattle then?—A. I know they were delivered under his contract; don't believe they were his cattle; another man furnished the cattle altogether.

Q. Do you know that fact?—A. No, sir; I don't; I know Light wasn't there.

Q. On what day were those cattle delivered?—A. I can't give it exactly; I can tell about.

Q. Well, about what time?—A. Why, it was in the neighborhood of the 1st of May, middle of May probably, or the last of April, about that time of the year.

Q. They were all delivered on the same day, were they?—A. No, sir.

Q. How many days were occupied in delivering them?—A. I don't know exactly how many days.

Q. Well, about how many days?—A. I expect a week or ten days all together.

Q. Were there some delivered on each day?—A. No, sir; I don't think they were every day after they commenced.

Q. Who were present on these different deliveries?—A. Why, I was there, Buck Sparks was there, John D. Williams was there, and several other helpers and Government employees; Judge Stillwell, the inspector, was there, and some of Sparks's hands were there.

Q. Well, about how many parties were present there at the time of the delivery?—A. I didn't count them.

Q. You say that the cattle delivered there were ones and twos?—A. I did say it. Well, I guess they were—some of them over twos.

Q. Well, what kind of cattle were they?—A. They were a scrubby lot of cattle.

Q. What do you mean by a scrubby lot of cattle?—A. Cattle that were not very good.

Q. You testified in your direct examination that they were Arkansas and eastern Texas and Choctaw cattle?—A. I testified they were that class of cattle; yes, sir.

Q. Now, were they an average of that class of cattle?—A. Yes, sir; they were.
 Q. How many of the cattle offered at those deliveries were rejected by the inspector?—A. Somewhere between 40 and 50; less than 100, I think; I never did count them; wasn't very many, though.

Q. How many cattle were driven into the pens for inspection?—A. Between 400 and 500, I think, of the first bunch.

Q. How many of those were accepted?—A. All of them but a very few—5 or 6, probably; maybe 9.

Q. How many in the second bunch were driven in?—A. I don't remember, sir, just how many.

Q. You saw them, didn't you?—A. Yes, sir.

Q. You are an experienced cattle man, you say?—A. Yes, sir; I know a good deal about cattle.

Q. Well, about how many?—A. I didn't count them; I don't know anything about how many they were. They were a bunch of cattle; I know that.

Q. Did you count the first bunch that was driven in that you say there was 400 or 500 in?—A. No, sir.

Q. You simply estimated them from your experience as a cattle man, didn't you?—A. No, sir; I did not.

Q. Well, did you guess at them?—A. No, sir; I didn't guess at them.

Q. Well, how did you know, then?—A. I asked Mr. Sparks how many there was, and he says between 400 or 500; that's how I know, and all I know about it.

Q. But you have no idea how many there was in the second bunch; whether there was 1 or 500?—A. There was more than 100, and more than 1; but there wasn't 1,000.

Q. How many of those were rejected?—A. I never counted them; a very small bunch, though.

Q. Five or six?—A. I didn't count them; they just let them run right on out with the bunch that was branded; left unbranded and turned out in the same bunch and cut out afterwards. I wasn't on the chute all the time to count them.

Q. How many were there in the third bunch that was put in the pens?—A. I paid no attention to the number of cattle that was put in after the third bunch.

Q. How many of those were rejected?—A. I don't know, sir.

Q. How many other bunches were placed in that pen on that delivery?—A. They were enough more to fill their contract; I don't know how many; I wasn't taking any dates or any numbers.

Q. Did you have any interest in that contract or delivery of cattle there?—A. No, sir; I didn't.

Q. For what purpose was you there?—A. Because I wanted to be there, I guess, to see what was going on.

Q. Didn't you go there for the express purpose of watching closely everything that was done there in the delivery of those cattle, and to observe closely the class of cattle that were delivered, for the very purpose of lodging a complaint against John W. Light and Major Baldwin?—A. No, sir; I did not.

Q. There has been an investigation of this matter prior to this time before C. C. Duncan, an inspector, hasn't there?—A. Yes, sir.

Q. Did you appear as a witness and testify at that examination?—A. Yes, sir.

Q. You say that Judge Stillwell inspected the cattle on that delivery?—A. That was his business there, to inspect them.

Q. And that you have known Judge Stillwell for seventeen years or over; you have stated that, haven't you?—A. About that time; yes, sir.

Q. Where did you first get acquainted with Judge Stillwell?—A. Out here at Conover's ranch, on Little Washita.

Q. Is that within this reservation?—A. Yes, sir.

Q. In what business was he then engaged?—A. When I first met him he wasn't in any.

Q. Do you know what he was doing at the ranch?—A. Yes, sir; I do.

Q. Well, what was it?—A. He had just come in off a trip from Arizona, and wasn't doing anything but eating his meals.

Q. Do you know what his business had been prior to that time?—A. Part of the time I do.

Q. Well, what was it?—A. Been United States commissioner at Anadarko and police judge at El Reno part of that time, and was also employed by "2-U" ranch as a kind of a peacemaker between them and the Kiowa Indians; between them on that line over there.

Q. Do you mean before you knew him?—A. After.

Q. Do you know from any statements that Judge Stillwell had made to you, or in any other way, what Judge Stillwell's business was prior to the time you became

acquainted with him?—A. Yes, sir. He was a Government scout over this Western country.

Q. When was he police judge in El Reno, Okla.?—A. Why, it was just before he came here, probably—I don't know just when he was police judge; elected there; don't know the time; I could find out by referring back; I know that he was police judge; I was in his office a good many times while he was police judge.

Q. How long did he hold that office?—A. I don't know, sir, how long he held it.

Q. Do you know about how long, don't you?—A. No, sir; I don't know as I do; not without going back and figuring up dates.

Q. How long has he lived at Anadarko?—A. Why, somewhere between twelve and eighteen months, I think, to the best of my recollection; maybe a little longer; maybe not quite so long.

Q. From the time you became acquainted with him first up to the time he was elected police judge at El Reno, what business was he engaged in?—A. I don't know what it was all the time; he wasn't in this country all the time.

Q. Well, then, you don't know whether he was engaged in cattle business during those years or not?—A. He wasn't in this country only a short time that he worked for Conover on the range, on the lines, in the winter time.

Q. How long did he work for Conover?—A. I don't know, sir, exactly.

Q. At the time of the delivery of these cattle by John W. Light at the issue pen, didn't you say, in the presence of Buck Sparks and several other parties, that those cattle are much better than you expected to see?—A. I did; yes, sir; from what I had heard of the cattle before, they were.

Q. Do you know a man by the name of S. P. Melbury?—A. No, sir; I do not.

Q. Do you know a man by the name of S. P. Milbury?—A. No, sir.

Q. Have you ever heard of a man of that name, or either of those names, on this reservation?—A. I don't think I have; not to my memory now; I might have heard of him, but don't remember it now.

Q. Look at that letter [handing witness letter]. Do you know the handwriting of that letter?—A. No, sir; I don't. Couldn't read it if I did.

Q. Do you know the handwriting of that signature?—A. No, sir; I don't think he knows himself if he turned around and look back at it.

Q. Do you know who wrote that letter?—A. No, sir; I do not. I don't know anything about it. I never seen it before, until just now.

By the INSPECTOR:

Q. You stated to Mr. Fisher that your feelings toward Major Baldwin were not very good. I want to know what reason you have for this.—A. Why, the reason that I don't like Major Baldwin very much is that he has done everything, seemingly, to me that he could do against the interests of myself and my family.

Q. Please state what some of those mean things were.—A. Why, first was that he wouldn't allow me any privileges on the reservation—buy cattle or anything that a man could do to make a living.

Q. Did he give any reasons for not allowing you to buy them?—A. His reasons were that he didn't want the Indians to sell them; but he allowed other people to buy them.

Q. What other people did he allow to buy? Give their names.—A. Why, Emmet Cox, George Medera, George Paschall. I don't believe there is any others I can call to memory.

Q. Have you any other reasons?—A. Yes, sir; I believe I have.

Q. Well, give them to me.—A. Supplies furnished of this agency here for the benefit of the Indians and for everybody that is on the reservation that belongs to the tribes, and in the spring of the year there is seeds sent here to distribute among the Indians to sow. The first spring that Major Baldwin was here my wife went to him, asked him for some seed oats. He says, "You have got a white man out here to buy your oats." He says, "I didn't suppose that you would have to come here and beg for them." She told him that she wasn't begging, she was just simply asking for what belonged to her. And he told her that he would give her some oats, but that if she wanted any more she could go and buy them. I didn't think that he was allowing me privileges enough on this reservation to make a living for my family unless he did help them in some way. He refused to allow me to buy cattle on the reservation or to go off and bring them on; if I did he would run them off. I didn't obey his order; I went ahead and bought the cattle anyway. I saw that I had to do something or starve out or leave the country, I didn't know which. Well, I could tell a whole lot of stuff along, but I don't know as it would amount to any more than that.

Q. Are not all the white men on the reservation who have married Indian women treated in the same way, or are you an exception?—A. No, sir; I don't think all of them were.

Q. Then Major Baldwin makes a difference between you and other white men married to Indians?—A. Yes, sir; he does, and has done it.

Q. Can you guess or surmise why he makes this difference or discrimination between you and other white men who have married Indians?—A. Yes, sir; I think I can.

Q. Well, what is it?—A. The first starting of the enmity was between John W. Light and Conover, and then Dudley P. Brown. Brown and Baldwin and Light were very intimate. Brown didn't like Conover, and Light didn't like him. Brown didn't like me very much, and in order to hurt Conover I had to be in the ring. The trouble arose over our pasture on the Chickasaw line. John W. Light wanted possession of it and worked through Brown and Baldwin to get it.

Q. Why should Baldwin have anything to do with Brown's and Light's dislikes?—A. I don't know why he should, more than it was rumored—of course I don't know it to be a fact—that Baldwin had made the statement that he would break every damned squaw man on the reservation before he left here; and all these things coming up, we were forced to defend ourselves in some way.

Q. Did Baldwin make that statement to you?—A. No, sir; there is men here that he did make it to, I guess, but they won't tell it. And another instance was: I was right up here in Major Baldwin's office, the third time asking him for permission to buy cattle on this reservation; he refused to grant it, and I told him that if I couldn't buy them here, that I would go off of the reservation and buy them, and he told me that he didn't give a damn where I bought them, so I didn't buy them here. Before I got down these steps here he made the remark here that "If that ———— buys a cow and brings it on this reservation I'll run it off." Under all those circumstances, I don't think that any man could feel very friendly towards him.

Q. Did you buy the cattle and bring them on the reservation?—A. I bought them on the reservation; they were brought on the reservation by Buck Sparks, but I bought them here on the reservation.

Q. Did he require you to take them away after you had bought them?—A. No, sir.

Q. Have you the cattle still?—A. I have; yes, sir.

Q. Well, if Mr. Light is mixed up in this contract, I want to ask you why you haven't very good feelings toward him? I want a reason for this.—A. Why, one reason that I don't like Mr. Light very much is after I had purchased these cattle from S. J. Hall & Co., I give F. J. Hall & Co. my note and a mortgage to secure him on these cattle until October 1, 1896. When this note came due, October 1, I wasn't quite ready to make payment. Mr. Light talked a great deal about it, and said on the outside to other people that he wished them damned fellows would hurry up and pay that \$8,000 they owed him, that he was needing it. I didn't know that I owed Mr. Light a cent; he wasn't known in the transaction with me in any way. He called me a robber and thief, and anything else he could think of, to people around the country; a man that wasn't fit to do business with; so that I don't see that I could like him very much.

Q. Do you know what the relations are between Mr. Baldwin and Mr. Light?—A. Nothing more than I know they have been very intimate with one another.

Q. Well, how do you know they are very intimate?—A. Why, I have seen them together very often. I have seen Mr. Light when he comes here go to Mr. Baldwin's house, and have letters to show where Mr. Light and Mr. Baldwin have had various conversations in reference to myself and Mr. Sparks.

Q. Have you those letters?—A. Yes, sir.

Q. Can you let me see them?—A. Yes, sir; I can [handing letter to inspector].

Q. Mr. Dietrich, it has been stated to me that Major Baldwin has here for his private use a surrey that belongs to John Light. Do you know anything about that of your own knowledge? A. No, sir; only what I have heard.

Q. Did you ever hear Major Baldwin or Mr. Light either say that it belonged to Light?—A. No, sir; I never did.

Q. Did you ever hear either one of them telling anyone else that it belonged to Light?—A. I have heard that he did, but I can't call the names.

Q. Were you present at the inspection of cattle by Mr. Stillwell?—A. Yes, sir.

Q. Where was this inspection made?—A. At the stock pens.

Q. How was it done? In what manner was the inspection made?—A. Why, he got up on the fence, and looked over the bunch, and would point out one or two around that he wouldn't take; then, as they came through the chute he would point out one and tell them not to brand that one; but he seemed to be inspecting their ages more than he was their quality—quality didn't seem to go very much; they was all about alike, anyway.

Q. How many cattle were brought on the reservation, the whole lot, by Light?—
A. Why, I don't know, exactly; the last herd that they brought up they were 500 heads that the Indians hadn't filled.

Q. Have you any idea how many cattle were rejected by Stillwell on the reservation out of the number that Light brought?—A. Less than 100.

Q. How did those that were ejected compare with those that were received, in quality?—A. There was cattle that were received that wasn't as good as some of those that were rejected.

Q. Were the cattle purchased by you driven to Anadarko and put in the same herd with those that were issued to Indians?—A. No, sir; the cattle that I bought never was driven here.

Q. Mr. Light's contract called for 1,400 head of heifers. How many, under that contract, did he furnish of the 1,400?—A. Why, I suppose he furnished the whole 1,400.

Q. Were any other cattle furnished to Indians during the present year outside of the Light contract?—A. Yes, sir.

Q. Who by?—A. By the Indians.

Q. By anyone else?—A. Yes, sir; there were other parties.

Q. Who by?—A. They were furnished by John W. Light; they were put in by the Indians.

Q. Were any cattle furnished to Indians outside of the Light contract?—A. Yes, sir.

Q. Who did; by contract, or how?—A. John Craggs; by contract.

Q. Did you see the cattle delivered under the Craggs contract?—A. I did; yes, sir.

Q. How did they compare with the cattle delivered under the Light contract?—
A. They were a better grade of cattle.

Q. What was the difference in price at the time of year of cattle of that character furnished by Craggs, and at the time of year that the cattle furnished by Light were furnished; what was the market difference?—A. I don't know as there was any difference; that class of cattle run about the same one year's end to the other.

Q. How many cattle did Craggs's contract call for?—A. I never read the contract, but I think it is 300 head, or about 300, with the privilege of 500, if the Department called on him for them.

Q. Do you know whether he furnished the 500 or not?—A. No, sir; he did not.

Q. How many?—A. He furnished, I think, a few over 300.

Q. Who furnished the difference between Craggs's contract and the 500?—A. Why, I furnished 40 head of them.

Q. Who furnished the others?—A. Tom Woodard furnished 35 or 36 head of them, and Bill Wyatt furnished 3; the balance of them were furnished out of John W. Light's herd.

Q. How do you know that the balance was furnished out of John W. Light's herd?—A. I saw them cutting them out; saw his brand on them; saw them driving them up here; saw Light's men with them.

Q. Do you mean to say that those cattle, then, were delivered as Indian cattle?—
A. Yes, sir; they were delivered as Indian cattle.

Q. Under whose name?—A. Under a Wichita Indian by the name of To wac na Jim and a Comanche by the name of Wanna.

Q. How many did they deliver?—A. To wac na Jim delivered 50 head; the other Indian, I didn't see his when he put them in, but I think there was 45 head of them.

Q. Were these cattle delivered by you delivered in your wife's name or yours?—
A. My wife's name.

Q. Were the cattle delivered by your wife and other Indians inspected?—A. Yes, sir.

Q. Who by?—A. The first lot was inspected by Judge Stillwell; the last 40 head was inspected by Professor Pigg, Wichita school.

Q. Who inspected your wife's lot?—A. Professor Pigg, of Wichita school.

Q. Did Stillwell inspect any cattle delivered by your wife at all, or by you?—A. Yes, sir; 45 head of them. I stated that Stillwell inspected the first bunch, and Pigg the last; I put in two bunches: I put in 45 head when Light had his contract, and 40 head when Craggs had his.

Q. How did the character of cattle delivered by you and inspected by Stillwell compare with other cattle that had been delivered?—A. The cattle that Stillwell inspected were a better class of cattle.

Q. Did he reject any?—A. Yes, sir.

Q. What became of those rejected ones?—A. I took it home and then brought it back again.

- Q. Were they received afterwards?—A. Yes, sir.
- Q. Did you offer the inspector, Mr. Stillwell, any inducement to receive them?—A. I did; yes, sir.
- Q. What was that inducement?—A. A \$5 check.
- Q. Were they received after the inducement?—A. Yes, sir.
- Q. Have you the \$5 check?—A. I have; yes, sir.
- Q. Please present it.
- [Handing inspector paper.]
- (Counsel for traders here asks that the check made be offered in evidence, marked Exhibit J.)
- Q. Mr. Dietrich, you stated to Mr. Fisher that the cattle delivered under Mr. Light's contract were much better than you expected to see.—A. Yes, sir; I did.
- Q. What reasons had you for not expecting to see cattle coming up to the specifications of the contract?—A. My reasons were that from what I had heard about these cattle—I had heard that they were the sorriest lot of "dogies" that ever come to the country. From what I had heard when I saw the cattle they were a better class of cattle from what I had heard they were for that grade of cattle, what everybody termed Arkansas dogies.
- Q. Do you know from what section of country these cattle came delivered under the Light contract?—A. Nothing, only from the appearance of the cattle and the grade of cattle they showed to be.
- Q. Charges have been made against Major Baldwin that he was in collusion with John W. Light in this cattle transaction. Have you any knowledge of such collusion, or any reasons that he did or was?—A. I have; yes, sir.
- Q. State them.—A. My reasons are that if they didn't have, no such cattle as these would ever been received on that contract.
- Q. Did Major Baldwin receive the cattle, or Stillwell?—A. Stillwell received the cattle.
- Q. Was Baldwin present?—A. He was at times, but not all the time.
- Q. Do you know at whose instance it was that Stillwell was appointed as an inspector?—A. No, sir; I do not.
- Q. You have no other reason, then, of supposing that there was collusion except that just stated?—A. Yes, sir; I have.
- Q. Give it; I want them all.—A. I thought that the inspector had a take-off in it, and to find out whether he did or not, I tried him to see whether he would take anything of that kind or not, and found out that he would; done it for that purpose.
- Q. He is the chief man, then, isn't he?—A. I think he is probably the only man that got anything out of it.
- Q. I say he is a cheap man.—A. That is what I would call it, cheap.
- Q. Mr. Dietrich, do you know John Ellis?—A. Yes, sir.
- Q. What is his business?—A. He is a contractor and builder.
- Q. Has he been engaged in building Indian houses on the reservation, to your knowledge?—A. I don't know of him building anything but Government houses.
- Q. You do not know, then, whether he has been engaged to build Indian houses by the agent?—A. No, sir; I don't.
- Q. Charges have been made also that Major Baldwin holds large sums of money from Indians to build houses for them and does not properly account for the same. Do you know anything of that charge at all?—A. Nothing more than I know of his holding their money.
- Q. How do you know it?—A. From Indians saying so themselves.
- Q. Do the Indians claim that this is against their consent?—A. Why, I couldn't say whether they do or not.
- Q. Twenty-five thousand dollars has been set aside from the grass money to put in the Mount Scott school. Do you know whether the Indians did this voluntarily or not?—A. No, sir; they did not.
- Q. What means, if any, were used to induce them to do it?—A. Why, the majority of the Indians on the reservation, if he tells them to do anything, they are afraid not to do it.
- Q. Why?—A. Because they are afraid of him; if they tell him no, he goes ahead and does it anyhow.
- Q. Wasn't this money set aside by an act of council?—A. I don't know whether it was or not; didn't know that it really was set aside. All I know that he talked of it to the Indians and they were not in favor of it.
- Q. What are Major Baldwin's habits, so far as you know, as to drinking, etc.?—A. They are not what they ought to be of an Indian agent.
- Q. Have you ever seen him under the influence of liquor yourself?—A. I have; yes, sir.

Q. State the time and the place.—A. I saw him at the Lime Creek council when he was under the influence of liquor; under the influence of something; I didn't see him drink the whisky. I have been in his office when I could smell whisky on his breath very plainly; one instance when I was in his office, I had broken my mowing machine, and went to ask him for a loan of one of his for about an hour to finish cutting some hay I had; I asked him for the loan of the machine, and he turned around right quick, and said, "I won't loan you a God damned thing;" I was right close to him; as I never drink whisky myself, I can smell it very easily when anybody else is drinking it, and I said to him, and I said, "if you know how bad I wanted that machine, you wouldn't be talking that way to me;" I thought I would run when he first made his break at me, but I was scared so bad I couldn't then, and just stayed with him; after I talked with him a few minutes, he told me to go to Major Wallin and see him about the machine; if he would let me have it, it would be all right, but he wouldn't.

Q. Any other occasion that you have ever seen him when you thought he was under the influence of liquor?—A. I have seen him various times when I thought he was; yes, sir; I can't state the exact dates when it was.

Q. Did you ever take a drink with him?—A. No, sir; I don't drink.

Q. Did you ever see him drink with anyone?—A. No, sir; I never did.

Q. What kind of a tempered man is Major Baldwin?—A. At times he is as nice as any man I ever saw. At other times he is a perfect fury; flies off into a rage.

Q. Might not these times when he is perfectly furious be caused by the worries of an incident of his office?—A. They might be; couldn't say as to that.

Q. How is Major Baldwin in his dealings with people on official business?—A. Well, I couldn't consider him at all reliable; no, sir.

Q. Can you explain wherein you consider him unreliable in business matters?—A. Why, he will say things times to a man that he won't do.

Q. Have you any knowledge of Major Baldwin appropriating Government property for his own use—using it outside of his capacity as an agent?—A. No, sir; I couldn't testify that I do.

Redirect by Mr. SHEPHERD:

Q. Mr. Dietrich, were the cattle that were purchased by you and Mr. Woodard—purchased from Hall & Co.—the same breed of cattle as those delivered under the Light contract?—A. Yes, sir; they all looked just alike.

Q. Were they the same breed?—A. Yes, sir.

Q. Were the cattle that you and Mr. Woodard purchased have Texas or Arkansas or Mexican blood in them?—A. Yes, sir; they did.

Q. What is your understanding of well-bred, native American cattle, free from Texas, Arkansas, or Mexican blood?—A. Why, it would be a grade of cattle of full blood, of some good breed crossed with some other full blood of a different breed; say, Herford crossed with Durham would make a half-breed Herford and Durham. That is what I would call good native American cattle.

Q. Are the cattle of the Indian Territory, Texas, and Arkansas free from Texas, Arkansas, and Mexican blood?—A. No, sir; they are not.

Q. Are the cattle known as the Chickasaw cattle, as a class of cattle, free from Texas or Arkansas or Mexican blood?—A. No, sir; they are not.

By Mr. FISHER:

Q. When did you first see Major Baldwin under the influence of liquor?—A. I can't tell you the exact date the first time; it was after he came here to this agency; I never seen him before.

Q. Well, about what time?—A. I can't give you no dates.

Q. About how long after he came here?—A. Well, my opinion was that he was under the influence of liquor most of the time, from his actions, since he has been here.

Q. About what proportion of the time since he has been here has he been sober?—A. I don't know, sir.

Q. Has he been sober one month of a time since he has been here?—A. I expect if it was all counted up, he would be sober, maybe, that much; maybe longer; maybe not so long; I haven't seen him all the time—every day.

Q. Where did you first see him under the influence of liquor?—A. I can't tell you which time was the first time, whether it was here or at the Lime Creek council.

Q. Who was present at that time; at the time you saw him first under the influence of liquor?—A. I didn't say which time I saw him first.

Q. Didn't you, in answer to a question from the inspector, designate to him that you had seen him under the influence of liquor at a certain time and place?—A. At a certain place, I did.

- Q. What place was that?—A. Lime Creek council, and at his office.
- Q. Where was that council held?—A. Between here and Fort Sill.
- Q. Who was present at that council?—A. I was there.
- Q. Who else?—A. Major Baldwin was there; a whole lot of Indians was there.
- Q. Any other white men there?—A. Yes, sir.
- Q. Who were they?—A. Tom Woodard was there, George Conover was there, and there was several preachers there, Methvil, I guess, for one; Caruthers; there was some Army officers was there, Lieutenant Scott, for one; there was a whole lot more there. Dudley P. Brown was there.
- Q. Well, where did you next see him drunk?—A. I saw him in his office when he was under the influence of whisky.
- Q. When?—A. When I was in his office.
- Q. Well, about what day of the month, in what month, and what year?—A. I don't know what day of the month it was; along about the time I was cutting hay, if you know when that was; I was cutting hay at the time; don't know anything about the dates; didn't keep memorandum of them.
- Q. What year?—A. Last year.
- Q. Who was present at that time?—A. Me and Major Baldwin.
- Q. Anybody else?—A. No, sir; there was nobody else in his office. His clerk might have been in the next room; don't know whether he was or not; there was nobody in his office but him and I.
- Q. Do you remember any other instance when you saw him drunk?—A. I saw him lots of times since then when I thought he was; didn't have any business with him then close enough to him to smell whisky on his breath.
- Q. Well, about how many times?—A. I don't know; I didn't count them.
- Q. When and where was the first time you ever saw Major Baldwin fly off in a rage when he was attending to official business?—A. I don't know as I can state any time; most of his rearing would be after I would leave his office; heard of it afterwards.
- Q. Well, where was it?—A. Well, one time when I was in his office about that mowing machine.
- Q. Anybody else present at that time?—A. No, sir.
- Q. Was there anything else said and done there except what you have stated in answer to the inspector's question?—A. No, sir.
- Q. Was that official business that was being attended to at that time?—A. I suppose it was; it was during business hours.
- Q. Well, when and where was the next time you saw him fly into a rage while he was transacting official business?—A. Other times when I was in his office; there was an old man came in to get a pass to sell some butter and eggs; he talked very rough to him and wouldn't give him any pass; told him that the Indians could furnish all the butter and eggs that was needed around this agency; that he didn't need any such fellows as him in here; talked very insulting to him; told him that he would give him a pass out of the country, but not to sell butter and eggs.
- Q. Was Major Baldwin drunk at that time?—A. I don't know whether he was drunk or not; something was the matter with him; he wasn't very pleasant.
- Q. Who was that old man? What was his name?—A. I don't know, sir; he was a stranger to me.
- Q. When and where was the next time you saw him fly off into a rage while attending to official business?—A. Why, he was not flying off in any great rage at that time; he was just simply abusing a poor man that couldn't help himself. If he hadn't been under the influence of something he wouldn't have done it.
- Q. Well, now, answer my question.—A. Why, I saw him abuse another man right here in this office who was hunting work. He didn't talk to him like a business man ought to talk to another man.
- Q. What did he say?—A. I don't remember the words that he said. Didn't pay particular attention to his conversation with him. He was abusing him, I know that. He was not talking to him like a man ought to talk to a man who was hunting work and asked him for permission to get to do work.
- Q. Was Major Baldwin drunk at that time?—A. He had been drinking a little. He wasn't drunk. He was drinking, though.
- Q. Who was that man that was seeking work?—A. I don't know who he was, a stranger to me. I never saw him before, and never seen him since.
- Q. How many times after that, now, have you seen Major Baldwin fly off in a rage?—A. I don't know that I saw him any more, but I heard of a good many times.
- Q. In answer to a question by the inspector you stated that you don't regard Major Baldwin reliable in official business from the fact that he says he will do certain things and then don't do them.—A. I said that; yes, sir.

Q. You will please state the first instance of that kind that you have any knowledge of, stating when and where it occurred.—A. The first instance was where he told me that I shouldn't buy cattle on this reservation, and I did; I bought the cattle.

Q. Well, what is the next instance?—A. The next instance was where he told me that he would protect me and my family and their interest on this reservation the same as he would any other Indians, and he hasn't done it. He has done everything that he could to injure my family.

Q. Well, give us another instance.—A. I guess that is enough.

Q. You stated in answer, as I recollect it, to Inspector McCormick that Major Baldwin had denied you privileges on this reservation that he granted to other squaw men on the reservation?—A. He did.

Q. Now, will you give an instance of that kind?

(Question withdrawn.)

Q. What was the date of the inspection of the 50 head of cattle that you put in under the Indian contract with Major Baldwin?—A. I didn't put in 50 head. I put in 45 head. I put in 45 head the first time, but not all the same day.

Q. How many did you offer on the first day?—A. Thirty head.

Q. How many of those were rejected by the inspector?—A. One.

Q. What did you do with that one?—A. Took him back home.

Q. How many did you offer on the next offering you made?—A. Eight head.

Q. How many of those were rejected by the inspector?—A. Not any.

Q. How many did you offer at the next time?—A. Seven head.

Q. How many of those did the inspector reject?—A. He didn't reject any of them.

Q. When was the date of your completion of that delivery of those 45 head?—A. I can't tell you the date. You can look at that check and it will tell you.

Q. And the date of this check is the date of your completion of the delivery?—A. No, sir; it is not. The 7 head that I put in was after that.

Recess until 1 p. m.

Hearing resumed at 1 p. m.

Q. You testified, in answer to an interrogatory put by the inspector, that Major Baldwin refused to issue to your wife seed oats. Now, when was the application for the seed oats made?—A. I didn't say that he refused her; didn't testify in such a way.

Q. How many bushels of seed oats did she make an application for, if you know?—A. Didn't state any number of bushels; whatever that he was a mind to give her—issue to her.

Q. How many did he issue to her?—A. I have forgotten exactly; somewhere about 4 bushels; maybe only 1 sack; 2 sacks, maybe; probably 8 bushels; 4 bushels in a sack; maybe she got 2 sacks.

Q. Were all those oats sown?—A. Yes, sir.

Q. How many acres did they plant?—A. I don't know how many; don't know how many bushels there was. I sowed 50 acres of oats.

Q. Now, didn't you send her to Major Baldwin to try to get enough oats to sow 50 acres?—A. No, sir; I did not. I knew it would be useless to try such a thing as that.

Q. What relation are you to George Conover?—A. He is my wife's stepfather by marriage.

Q. Isn't it true that your wife is a Mexican and not an Indian?—A. That is a question nobody can't tell, I guess. I can't.

Q. What relation are you to Tom Woodard?—A. None whatever.

Q. You say that Major Baldwin ordered you not to buy cattle on the reservation?—A. That is what I said.

Q. Now, isn't it true that the only order he made in regard to that matter was to order you not to buy cattle from the Indians?—A. That is what he meant—buy cattle from the Indians.

Q. He never ordered you not to buy cattle from Mr. Sparks, did he?—A. No, sir.

Q. Have you agreed to pay Mr. Shepherd or assist in paying Mr. Shepherd as counsel in this investigation?—A. No, sir; I have not.

By the INSPECTOR:

Q. You stated that it was hard to tell whether your wife was an Indian or not?—A. Yes, sir; whether she was an Indian or Mexican.

Q. Is she recognized by the Department and by the Indians as a member of this tribe or not?—A. Yes, sir; she is.

Q. Does she draw her annuity and other moneys?—A. Yes, sir.

Q. The cattle purchased by you at the time of the Light contract—did you pay cash for them?—A. No, sir; I did not.

Q. What was the difference between the cash price, if you should have paid, and the credit price?—A. They offered me the cattle a dollar a head all around less for cash. That would have made them \$8 and \$11 for ones and two year olds.

Q. What would have been an average cash price?—A. It would be about \$9.50, average.

Q. Mr. Fisher asked you how many cattle you brought up the first time to be received. How many were they?—A. Thirty-one; I made the mistake before in the count in deducting the 15 from the 45.

Q. Were these 45 cattle that you have testified here in answer to Mr. Fisher the cattle delivered by the Indians when they put in their 800 or 900 head?—A. Yes, sir.

Q. How many cattle did you deliver after or prior to that time?—A. I delivered 40 head after that.

Q. When did you pay Stillwell this five-dollar check. Afterwards or at that time?—A. At that time; the first time; the first cattle that I delivered.

W. F. DIETRICH.

Subscribed and sworn to before me this 16th day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of W. K. LOWD, witness in support of charges.

Direct examination by Mr. SHEPHERD:

Q. What is your name?—A. W. K. Lowd.

Q. Where do you live, Mr. Lowd?—A. Chickasha.

Q. What is your business, Mr. Lowd?—A. I have been working with stock, cattle.

Q. Have you had much experience in the stock business, Mr. Lowd?—A. Yes, sir.

Q. Has your experience as a stock man been confined to the Indian Territory alone?—A. No; very little in the Indian Territory.

Q. At what place then, Mr. Lowd, have you dealt in stock?—A. Texas and Greer County.

Q. Are you familiar with what is known as Texas cattle?—A. Yes.

Q. Are you familiar with what is known as Arkansas cattle?—A. No; I never handled any Arkansas cattle.

Q. Did you ever see what was claimed to be Arkansas cattle?—A. Yes.

Q. Have you seen quite a number of them?—A. I have seen a great many since I have been in the Territory; yes.

Q. Have you ever seen what is called Mexican cattle?—A. Well, no; I don't know as I ever saw any Mexican cattle.

Q. Mr. Lowd, do you know Mr. John Light?—A. Yes.

Q. Do you remember the time that Mr. John Light filled a contract with the Government for about 1,400 head of heifers, 1 or 2 year olds?—A. Yes; I was working for him at the time.

Q. Did you handle any of those cattle?—A. I helped handle them, yes.

Q. Did you examine them?—A. Yes; I noticed them as we was handling them, bringing them up here.

Q. Please state what kind of cattle they were, Mr. Lowd, and what class of cattle.—A. Well, they were 2-year-olds and year-olds, principally 2-year-old heifers, as near as I can remember; they were Texas cattle, of tolerable fair grade, of the kind of cattle they were.

Cross-examination by Mr. FISHER:

Q. Do you mean by that that they were imported from Texas?—A. Yes, sir; they were considered native cattle of Texas; they are raised there.

By the INSPECTOR:

Q. Were you working for Light at the time that he gathered these cattle up?—A. The cattle were shipped in here and I helped him when they were unloaded and brought to the ranch.

Q. The Light ranch?—A. Yes, sir; the pasture down here.

Q. Where were they shipped from?—A. I think some of them were shipped from Sulphur Springs, Tex., and some of them from Kemp, Kaufman County, Tex.

Q. What class of cattle are raised in that country that you speak of?—A. Well, they are a tolerable fair grade of cattle, but they are not as good grade of cattle as they are down farther south in that part of the State; they are a small grade of cattle in size and condition.

Q. Are there no graded cattle raised in that portion of the country?—A. Well, there may be some graded cattle raised down there; I have never been there; there were no thoroughbred cattle in this lot; there was some of them showed to have some Durham blood in them, some Holstein, and some Jerseys; they was a kind of a mixed bunch.

Q. What proportion of the 1,400 head would you call graded cattle?—A. Well, sir, I couldn't say; I haven't no idea.

Q. Couldn't you approximate it whether they were half or two-thirds or what?—A. I should think it would be half of them that would show good blood of different breeds, Durham, Hereford, Holstein, and such like; you could tell it from the color and makeup of the animal.

Q. Did you assist, when these cattle were being inspected, in the cutting out of them?—A. No, sir; I come up here within a mile of the pen and camped and went back after another bunch; I wasn't here at the pen when they received them.

Q. Were these cattle only inspected at the pens?—A. That is the only place that I know of them being inspected?

Q. You don't know, then, whether any inspection took place by Mr. Stillwell prior to the inspection that took place here?—A. I do not.

Q. Did you help to drive back the rejected cattle?—A. Yes, sir.

Q. How many were rejected?—A. I don't remember now; I think we taken back 400 or 500.

Q. What became of those cattle?—A. I think he sold them to Mr. Dietrich and Woodard.

Q. How did those cattle compare with those received by Mr. Stillwell?—A. They were about the same grade of cattle, only they wasn't in as good condition; they were a poorer and lighter cattle.

Q. Do you know the price received by Mr. Light under the contract for these cattle?—A. No, sir; I do not.

Q. What would you as a cattle man have considered as the cash market value of these cattle delivered by Mr. Light?—A. About \$12.

Redirect by Mr. SHEPHERD:

Q. Mr. Lowd, the cattle that you saw that had good blood in them, were they also mixed with Texas and Arkansas blood?—A. Yes, sir; they were all mixed.

Q. Were they free from Texas blood, Arkansas, or Mexican blood?—A. No; they couldn't be of Texas blood.

By Mr. FISHER:

Q. Do you know what the market price of such cattle was on or about the 28th of December, 1895, in this country?—A. No, sir; I wasn't working with stock then, and I don't know what they was worth here then.

Q. How did these cattle you testified about compare with the cattle that is raised in this country and that are handled in this country?—A. They were nothing like the cattle that is raised here, nothing like as good in grade or size. Nothing like as heavy cattle; they won't compare.

Q. Well, suppose them to be cattle bred from Texas cattle, but born in this Territory and raised here?—A. The cattle that is bred from Texas cattle in this Territory are a heavier, blockier, and better cattle.

W. K. LOWD.

Subscribed and sworn to before me this 16th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of LOUIS BENTZ, witness in support of charges.

Direct by the INSPECTOR:

Q. What is your name?—A. Louis Bentz.

Q. Where do you live?—A. I live on the Little Washita, on this reservation, Comanche.

Q. Are you an Indian?—A. No, sir.

Q. What are you?—A. A Mexican.

Q. Are you adopted into this tribe?—A. Yes, sir.

Q. Do you receive rations and annuities, etc., as a member of the tribe?—A. Yes, sir.

Q. Do you know Major Baldwin, the agent?—A. Yes, sir; I know him.

Q. Have you ever seen Major Baldwin under the influence of whisky or liquor?—A. I have not.

Q. Have you ever had any dealings with him; ever come to him on any business?—A. Very little.

Q. Why not?—A. I have never had deal, that is very little; I worked a little for the Government here, but my business was with Frank Farwell.

Q. Have you a house on your place that you live in?—A. Yes, sir.

Q. How long have you had one?—A. About five years.

Q. Did you receive any cattle when they were issued here this spring to the Indians?—A. Yes; I received some.

Q. How many?—A. Three head.

Q. What did you do with them?—A. I got them on my place.

Q. Did you sell any to the Government to be issued to the Indians?—A. Yes, sir.

Q. How many?—A. I sold 16 head.

Q. How many did you bring in?—A. I brought in first 8 head, and then I brought another 8 head more.

Q. Who looked at your cattle, inspected them?—A. Jack Stillwell.

Q. Did he receive them—all that you brought?—A. The first time he refused one.

Q. What did you do with that one?—A. I taken him back home.

Q. Have you still got him home?—A. No, sir; I brought him back.

Q. Did Mr. Stillwell accept him the next time you brought him back?—A. Yes, sir; I brought him the next time, and he received it.

Q. Why did he receive it then and not receive it at first?—A. I told him I would give him something.

Q. Well, did you give him something?—A. I give him \$10.

Q. How did you pay him, in cash or by a check?—A. I give him cash.

Q. Was there anybody by when you gave it to him? Did anybody see you give it to him?—A. No, sir.

Q. Louis, where did you—what prompted you to offer Mr. Stillwell \$10? What caused you to do it?—A. Well, I just thought if I could give him \$5 or \$10 and that would be all right.

Q. Was it all right?—A. I think so.

Q. Did anyone suggest to you the advisability to offer him \$10 to accept your cattle?—A. No; nobody told me; I just thought of that myself.

Q. What did Mr. Stillwell say when you handed him the \$10?—A. He didn't say anything; just took it.

Q. Did you explain to him why you gave to him?—A. I didn't say anything; only "I give you something, \$5 or \$10, to pass my cattle through."

Q. Did he pass your cattle then, after that?—A. Yes, sir.

Q. Have you ever had any conversation with him about it since?—A. Not any more.

Q. What kind of cattle did you get under the Light contract? Were they nice cattle?—A. Yes, sir.

Q. Nice ones?—A. Yes.

Q. Were they as good as the cattle that you sold to the Government?—A. They were better than mine; native cattle; I didn't get any of the cattle that were brought in from the South.

Q. The 3 head that you got from the Government, were they cattle delivered by Light or by Indians?—A. By the Indians.

Q. Did you see the cattle that Mr. Light delivered?—A. Yes, sir.

Q. What kind of cattle were those delivered by Mr. Light—good, bad, or indifferent?—A. They were not as good as native cattle.

Q. Do you mean by that native cattle, cattle that were raised around here?—A. Raised right here.

Q. Do you know where Mr. Light's cattle were raised?—A. I can not answer that question; I don't know.

Cross-examination by Mr. FISHER:

Q. You say that you first took 8 head of your cattle and delivered them, and they were inspected by Jack Stillwell, and he rejected one of them?—A. Yes, sir.

Q. What was the matter with the one that he rejected?—A. I can't tell you what was the matter; he just says, "I can't receive it."

Q. Was it just as good as the other seven, in your judgment?—A. I suppose it was not by his refusal.

Q. Well, what did you think about it, as to whether he was as good as the other seven that he did accept?—A. I don't know. When he says he can't receive it I take it back home.

Q. Well, would you see any difference between the one he refused to take and the other seven he did accept?—A. I had one more in the same bunch just like it, and he never refused only just this one.

Q. When did you bring the next bunch of 8 up?—A. About three or four days after that.

- Q. And with that you brought this one that was refused before?—A. Yes, sir.
- Q. Where did you take them to?—A. I brought them right to the place where they were receiving the cattle.
- Q. Who was there at the time?—A. I can't answer that question; there was so many people bring cattle there, and so many Indians around there.
- Q. Was there anybody standing near when you gave Stillwell the \$10 and asked him to pass your cattle through?—A. Not anybody.
- Q. Did you take him off behind the house or out of sight of the crowd?—A. No, sir.
- Q. Now, isn't it true that there were people all around there, close to Stillwell and close to you, when you gave him the \$10?—A. I say there was nobody around when I gave him the \$10.
- Q. Where had the Indians and the white people that you said there was so many there that you couldn't name them gone?—A. I didn't say that I give him the \$10 there.
- Q. When and where did you give him the \$10?—A. I give it right here in his house.
- Q. Well, when?—A. I couldn't call the day; I didn't put it down.
- Q. Was it between the time that you delivered the first bunch and the time that you delivered the second bunch?—A. I give that when I fetched the second bunch.
- Q. Did you give it to him before or after he inspected the second bunch?—A. After they was already inspected.
- Q. When did you tell him first that you would give him \$10 if he passed the cattle through?—A. I told him after he had refused the one; then I told him I give him \$5 or \$10 if you let me run my cattle in.
- Q. Who was present at his house at the time you gave him the \$10?—A. Nobody.
- Q. Where was his wife?—A. I couldn't say. I can't tell you.
- Q. Who did you first tell that you had given to Jack Stillwell this \$10 to get him to pass your cattle through?—A. I didn't told nobody.
- Q. Have you ever told anybody prior to coming onto that witness stand?—A. I have not.
- Q. Did you ever tell this gentleman here, Mr. McCormick, about that \$10 before you have told it here now on the witness stand?—A. No, sir; I have not. This is the first time I have seen him.

By Mr. SHEPHERD:

- Q. Did you see the cattle that Light delivered here?—A. Yes, sir; I saw them. I worked them after they were received here.
- Q. Do you know Texas cattle when you see them?—A. I think I do.
- Q. Did those cattle have Texas blood in them?—A. That is a mighty hard question for me.
- Q. Did they look like Texas cattle?—A. They looked like it.
- Q. Were they built like Texas cattle?—A. I know the Texas cattle good. This cattle was not as good as a Texas cattle.
- Q. Do you know Arkansas cattle?—A. I can't answer that question. I never been in that country.

LOUIS BENTZ.

Subscribed and sworn to before me this 16th day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of JAMES N. JONES, witness to support charges.

Direct examination by Mr. SHEPHERD:

- Q. What is your name?—A. James N. Jones.
- Q. Where do you live?—A. Twelve miles east of Anadarko.
- Q. What reservation do you live on?—A. Kiowa and Comanche.
- Q. How long have you been living there?—A. About twenty-seven years.
- Q. What business are you engaged in, Mr. Jones, if any?—A. Farming.
- Q. Any other business?—A. Cattle and horses.
- Q. How long have you been engaged in such business?—A. About eleven years.
- Q. Are you a good judge of cattle?—A. Nothing extra.
- Q. Are you familiar with the different classes of cattle?—A. Not in particular, sir.
- Q. Do you know Texas cattle when you see them?—A. I think I do.
- Q. Do you know Arkansas cattle when you see them?—A. I know what is called Arkansas cattle.
- Q. Can you tell a full-blood Texas cow from a native Indian Territory cow?—A. I think I can.

- Q. Do you know Mr. John W. Light?—A. Yes, sir.
 Q. How long have you known him?—A. About two years.
 Q. Do you remember the occasion when Mr. John W. Light delivered 1,400 head of heifers, 1 and 2 year olds, to the Government here?—A. Yes, sir.
 Q. Did you see those cattle?—A. A good many of them.
 Q. Did you examine them?—A. Some of them I did.
 Q. About what per cent of the 1,400 head?—A. About two-thirds of them.
 Q. What class of cattle were they, Mr. Jones?—A. Texas and Arkansas cattle.
 Q. Were they free from Texas and Arkansas blood?—A. No, sir; I think not.
 Q. Were they well-bred native American cattle?—A. I think not, sir.
 Q. I'll ask you if they were graded cattle, half-breed from thoroughbred bulls?—
 A. No, sir.
 Q. If they had been, could you have told it?—A. Yes, sir.

By the INSPECTOR:

- Q. You stated that you lived on the reservation for twenty-seven years. Are you married to an Indian woman?—A. Yes, sir.
 Q. How far do you reside from the agency?—A. About 12 miles.
 Q. Are you frequently at the agency or not?—A. No, sir.
 Q. How long have you known Major Baldwin?—A. A year and a half or two years.
 Q. What are Major Baldwin's habits, so far as you know, as to drinking, etc.?—
 A. They are not good.
 Q. Have you ever seen him under the influence of liquor?—A. Yes, sir.
 Q. State when and where?—A. In his office.
 Q. How often?—A. Twice that I know of.
 Q. Any other places than his office?—A. Not that I remember of, sir.
 Q. Have you ever heard the Indians discuss Major Baldwin's habits?—A. Yes, sir.
 Q. What do they say about it?—A. Say it was bad.
 Q. Have you had any business dealings with Major Baldwin since you have been here?—A. Yes, sir.
 Q. How does he treat people in those dealings?—A. Not very good.
 Q. What do you mean?—A. Treats me very cool. I mean by that, that when I ask him a question he generally cuts me off very short.
 Q. Do you consider Major Baldwin, in his business dealings, reliable?—A. I do not.
 Q. Why?—A. He has talked different ways to me. He has told me he would do so and so, and he never done it.
 Q. Has he ever done that more than upon one occasion?—A. Yes, sir.
 Q. How often?—A. Twice.
 Q. Can you state what expired between you and him on those occasions?—A. Yes, sir.
 Q. State it.—A. In regard to my pasture, he told me that I could lease it; then afterwards taken it away from me.
 Q. Did he assign no reason for so doing?—A. No, sir.
 Q. Gave you none whatever?—A. None whatever.
 Q. Have you that pasture now?—A. I live near it; I don't know whether I have it or not.
 Q. Is it leased or not?—A. Yes, sir; it is leased.
 Q. Who leases it?—A. John Light.
 Q. Where is your pasture; what part of the reservation?—A. Lays east of here.
 Q. Toward Chickasha?—A. Yes, sir.
 Q. Was that pasture offered to bidders?—A. Yes, sir.
 Q. Did you bid?—A. No, sir.
 Q. Why?—A. I told him I had nothing in sight was my reason for not bidding; that as soon as I could get some cattle that I would come up and pay, as the rest had. He says, "All right, I'll do what is right by you." The next I heard John Light had rented it. I come to see Major Baldwin about it. He says, "Here, I have got no talk to make to you in regard to that pasture." I says, "It is my fence up there; I would like to have pay for it." He says, "You will get no pay; you have got no claim on it." I told him that I did have a claim on it. He says, "What claim do you have on it." I told him I bought the wire and paid Mr. Dietrich \$20 a mile for putting up $7\frac{1}{2}$ miles, and John Risner I paid \$20 a mile for 8 miles; that "If I can't get pay for the use of my fence I'll take it down." He says, "I'll see that you don't do it." I left it alone.
 Q. Do you know how many thousand acres of land John Light leases on this reservation?—A. No sir; I do not.
 Q. Do you know how many pastures he has?—A. I know of three he claims to have leased.

Q. Are all three of these pastures that were formerly used by white men married to Indian women?—A. Yes, sir.

Q. Were they already fenced to hand for John Light?—A. Yes, sir; they was already fenced.

Q. Do you know anything of your own knowledge about money being retained to build Indian houses by Major Baldwin?—A. No, sir; of my own knowledge.

Q. Do you know anything about \$25,000 of grass money being retained to be put in Mount Scott School?—A. Of my own knowledge, no sir.

Q. Were you at the Lime Creek council?—A. No, sir.

Q. Did you ever hear that the Indians appropriated \$25,000 at Lime Creek council to put in a school at Mount Scott?—A. The Indians told me that they never appropriated it.

Q. Can you give me the names of any of those Indians?—A. Yes, sir.

Q. Give them.—A. Chad die konky for one, Lone Wolf for another, Mom atty for another, Big Tree for another. There is several others that I don't remember their names. I know them when I see them.

Q. Mr. Jones, it has been charged against Major Baldwin that he is in collusion with John Light in this cattle deal. Do you know of any reason for suspecting it?—A. I think I do, sir.

Q. Give it.—A. From his actions towards him, and favoring him in his dealings.

Q. Is that the only reason?—A. I know that he has offered me money, and told Mr. Light. Mr. Light tells me that Baldwin told him not to pay me any. I went to Mr. Light and told him that I thought he should pay me for the use of my pasture. He asked me how much, and I told him \$600. He says, "I won't give you that much. I will give you \$300." I told him I didn't want it. Afterwards we were arbitrating some damages that was done to me; I says, "Mr. Light, we will arbitrate this pasture business, too." He says, "No;" says, "Baldwin told me not to pay you a damned cent, or anyone else, for grass." I says, "All right; that's good."

Q. Who does Light pay the grass money to, do you know?—A. No, sir; I don't.

Q. You don't know, then, that he does pay that money to Major Baldwin?—A. No, sir; I do not.

Q. How many acres of land in this lease of yours that you claim?—A. I think 23,000 or 24,000 acres. It has been surveyed, and I think it surveyed out 23,000 acres.

Q. Why did you only demand of Light, then, \$600 instead of \$1,200 for it?—A. I told Mr. Light that I had fenced the pasture; had been to about \$350 expense for tanks that is to hold water, and if it wasn't worth \$600 to me, why, I didn't want anything.

Q. Then, if I understand you, you were not demanding payment for the grass but payment for your improvements of Light; is that correct?—A. That is correct; that is all I demanded; is for my improvements.

Q. Did you see the cattle delivered by John Light?—A. Yes, sir; I saw one bunch of cattle delivered by him. I say I saw one bunch, helped to drive one bunch, that he was bringing here.

Q. How many were in it?—A. Fifty-one head.

Q. Was that to complete the delivery of the 1,400 head?—A. No, sir.

Q. What were those for; what delivery?—A. They were delivered to To wac na Jim on a contract up here. I saw Mr. Light deliver the cattle to To wac na Jim.

Q. Were they to be delivered under the contract of cattle to be delivered by the Indians?—A. I don't know, sir; I saw them delivered to To wac na Jim.

Q. What did To wac na Jim do with those cattle; do you know?—A. I saw him a few days after with them up here to the corral issue pen.

Q. Were they a part of the delivery under the Craggs contract, then?—A. Yes, sir.

Q. Did Light sell these cattle to To wac na Jim?—A. He told me he did.

Q. Do you know the price he got for them?—A. No, sir.

Q. Wasn't there enough cattle on this reservation owned by Indians to have been put in by Indians without going out to get them from Light?—A. Yes, sir.

Q. Can you tell, then, why To wac na Jim went outside to get them from Light?—A. No, sir.

Q. Do you know of any other Indians that went outside and delivered cattle under that same contract and got them from Light?—A. Not of my own knowledge.

Q. You stated just now that you had seen Major Baldwin under the influence of liquor; did you ever see him take a drink?—A. Yes, sir.

Q. Did you take one with him?—A. Yes, sir.

Q. Where at?—A. At Mr. Brown's store.

Q. Was he under the influence of liquor then?—A. He acted so to me.

Q. Were you?—A. No, sir; I was not; hadn't been there quite long enough.

Q. Did you ever take a drink with him at any other place?—A. No, sir.

Q. What are your relations with Major Baldwin now?—A. Not very good, sir. He don't recognize me when he meets me.

Q. How is your feeling towards Light?—A. Not good, sir.

Cross-examination by Mr. FISHER:

Q. When was the first time you ever saw Major Baldwin under the influence of liquor, and where?—A. When he first came here, at Mr. Brown's store.

Q. Well, how long had he been here?—A. He probably had been here maybe a couple of weeks at least.

Q. Who was present at Brown's store at the time you saw him in this condition?—A. Mr. Brown and myself.

Q. Is that the time that you say you took a drink with him?—A. Yes, sir.

Q. Was there anybody else there drinking but you and he at the time?—A. None that I saw, sir.

Q. Did Brown take a drink?—A. No, sir.

Q. Well, was you drunk?—A. No, sir.

Q. Do you ever get drunk?—A. I do, sir; I get full.

Q. Don't you get full every time you have an opportunity to?—A. No, sir; I don't.

Q. Well, don't you get drunk every time you go to Chickasha?—A. No, sir, I do not; whenever I want a drink I go off and get it and drink it.

Q. When was the next time you saw Baldwin under the influence of liquor?—A. In his office overhead here.

Q. How long was that after the time you have named in Brown's store?—A. It was about seven weeks ago; you can figure up the time.

Q. Was anybody else present when you saw him in that condition?—A. Yes, sir.

Q. Who was it?—A. There was a lady present.

Q. Do you know who the lady was?—A. No, sir, I don't; she was employed by the agent, I understood.

Q. Was her name Miss Edna Harvick?—A. Wouldn't know it if I would hear it, sir.

Q. In what capacity was she employed in the office?—A. She was taking down our conversation there, sir.

Q. She was a stenographer, then?—A. Yes, sir.

Q. Did you ever see him under the influence of liquor at any other time?—A. I don't remember of ever seeing him.

Q. You say that you have heard Indians talk about him and say that his habits were bad in that particular?—A. Yes, sir.

Q. Will you give the names of those that you have heard say so?—A. Yes, sir. Lone Wolf for one, Caw ta bow and Big Tree for another; several others that I don't remember their names.

Q. These that you have now named are the same ones that you named in answer to Inspector McCormick's question on another matter?—A. No, sir.

Q. What rank, if any, do these Indians that you have named now hold among the Indians?—A. Both recognized as chiefs among the Indians.

Q. Have they had any trouble within your knowledge now with Major Baldwin since he has been here?—A. Not to my knowledge.

Q. Don't you know that they have been deposed from their positions as chiefs by Major Baldwin?—A. Yes, sir.

Q. Do you know what time they were deposed?—A. No, sir.

Q. About how long ago did you first learn that they had been deposed?—A. Some afterwards, I believe. I don't remember how long they have been deposed.

Q. What other instance than that already detailed in answer to a question by Inspector McCormick of unreliability in official business matters that you stated you knew of on the part of Major Baldwin?—A. The other instance was in his office here. He asked me what right I claimed here, and I told him. I told him I claimed one and the same right as a full-blood Indian. He says, "That is the right you have; you will be treated as such." I says, "You don't treat me that way." He asked me why. I says, "Mrs. Jones comes here and asks for things she is entitled to draw." He says, "You can't get them; you are rich enough; go and buy them." I sent my wife up here to ask for a stove, that her old stove was burned out. He says, "We won't give you any."

JAMES N. JONES.

Subscribed and sworn to before me this 16th day of December, 1896.

P. McCORMICK, *Inspector.*

Examination adjourned until 9 a. m. December 17, 1896.

Examination resumed pursuant to adjournment at 9 a. m. December 17, 1896.

Testimony of R. V. CLYMER, witness in support of charges.

Direct by the INSPECTOR:

- Q. What is your name?—A. R. V. Clymer.
 Q. Where do you live?—A. I live at Duncan.
 Q. What is your occupation?—A. Farming and working at public work, digging wells, and anything that comes up; farming principally.
 Q. Are you a carpenter?—A. No, sir; I ain't.
 Q. Did you ever put in a bid to build Indian houses on this reservation?—A. Not exactly. I put in a bid for a carpenter that lives at Duncan, by the name of McNabb; me and him was going to work together at it if we got it.
 Q. Did you make it in writing?—A. No, sir.
 Q. Who did you make the bid to, then?—A. I don't know that I made a particular bid; I just made the remark that we would put up so many houses for such an amount.
 Q. Who did you offer to do it to?—A. I was just merely talking to Mr. Strauss, and asked him whether he knew whether there would any be let or not.
 Q. You never made any to Major Baldwin?—A. Never did.
 No cross-examination.

R. V. CLYMER.

Subscribed and sworn to before me this 17th day of December, 1896.

P. MCCORMICK, *Inspector*.

Testimony of C. A. CLEVELAND, witness in support of charges.

Direct by Mr. SHEPHERD:

- Q. What is your name?—A. C. A. Cleveland.
 Q. Where do you live, Mr. Cleveland?—A. Anadarko, Okla.
 Q. What is your business, if any, and where?—A. Merchant at Anadarko.
 Q. Are you by yourself or associated with some one else in this business?—A. It is a partnership, C. A. Cleveland and Martha Hutchins.
 Q. How long has C. A. Cleveland & Co. been in business in Anadarko?—A. Ever since 1884.
 Q. Do you have as customers Indians?—A. Yes, sir.
 Q. Do you extend any credit to these Indians?—A. Yes, sir.
 Q. What has been your ability to collect the debts that the Indians owe you?—A. Well, our ability to collect debts that the Indians owe us or accounts is the desire of the Indians to pay, usually; sometimes they are told they needn't pay unless they wanted to.
 Q. By whom?—A. By Major Baldwin, for one.
 Q. Anyone else?—A. A former agent here said the same thing.
 Q. How long has Major Baldwin been agent at this place?—A. About two years.
 Q. Who was his predecessor?—A. Lieutenant Nichols, I think.
 Q. Do the Indians receive moneys from any source during each year?—A. Yes, sir.
 Q. Please state what it is.—A. Moneys received from grass land rented; also freighting for the Government.
 Q. How often are these payments made?—A. Sometimes once a year and sometimes twice.
 Q. How often were they paid during Lieutenant Nichols's administration?—A. My recollection is only once.
 Q. Were there any issues of rations to the Indians during that time that you just speak of?—A. Yes, sir.
 Q. Was it a full issue?—A. There was times they didn't get any at all, when they were entitled to them according to the usual programme; that is, not a full issue, I mean.
 Q. Now, at the time of these limited issues, did anyone come to you and ask you to extend credit to these Indians?—A. Yes, sir.
 Q. Please state who it was.—A. Our customers, Indians, who were entitled to these rations.
 Q. Did Lieutenant Nichols come to you and ask you to extend credit to them?—A. I don't recollect that he did.
 Q. Did you extend credit to those Indians during that time?—A. Yes, sir.
 Q. Was it for necessities?—A. Yes, sir.
 Q. Have you been paid for it?—A. Only in part.

Q. Why haven't you received full payment, if you know?—A. Well, I don't know as I can tell you exactly in all cases. Some of the Indians have been without means to pay, I suppose; others wouldn't pay, or said they couldn't, because Major Baldwin had demanded their money with which to build dwelling houses with for them.

(Counsel for Baldwin objects as hearsay.)

Q. Did you speak to Major Baldwin about this matter?—A. I told Major Baldwin that the Indians had told me this.

Q. What did the Major say?—A. Well, he said that he received money from the Indians to build houses.

Q. Anything else?—A. Well, not particularly at that time.

Q. Well, at any time subsequent thereto?—A. Well, the Indians told me that the Major demanded money from them to build houses with.

Q. What was your ability to collect from the Indians on an average prior to, up to, and including the administration of Lieutenant Nichols?—A. We done very well ordinarily in collecting previous to that time.

Q. What was it during the administration of Lieutenant Nichols?—A. Well, it wasn't so good.

Q. Give the reason, if any.—A. Well, the long-continued time between payments was one reason; overtrading or crediting more than they could pay to all the different traders—traded more money than they had to go around—was another reason.

Q. If they had been paid regularly, as it had been the custom to pay them, would they have had sufficient money to pay what they got?—A. I should think so.

Q. Did you inform Major Baldwin of this fact?—A. Yes, sir.

Q. What has been the effect, if any, of the refusal or failure of these Indians to pay the indebtedness which these Indians owe you upon your financial standing?—A. It has compelled us to borrow money and pay interest; some cases they have refused to sell us because of overdue bills not paid.

Q. Do you know Mr. John W. Light?—A. I do.

Q. Do you remember the occasion in 1895 when this proposal for cattle was made [handing witness Exhibit B]?—A. Yes, sir.

Q. Do you know to whom that was awarded?—A. Only from hearsay.

Q. Who did you hear it was awarded to?—A. Mr. Light.

Q. Did you see those cattle?—A. No, sir.

Q. Did you see any cattle received by John Light after their reception by the Government?—A. No, sir.

Q. Do you know of the existence of a building called the Kiowa School building?—A. Yes, sir.

Q. Have you examined that building?—A. Yes, sir.

Q. About how long ago?—A. It was previous to July 1, when the school let out.

Q. How long prior to that time?—A. Well, I was there occasionally for a year and a half a good many times.

Q. Do you know whether or not that building has been condemned?—A. I don't know, only from hearsay.

Q. Have you heard so?—A. Yes, sir.

Q. Who condemned it, if you know?—A. I don't know.

Q. Do you know for what purpose it was condemned?—A. To be discontinued as a school building.

Q. For any other purpose?—A. I didn't know only from hearsay for any other purpose.

Q. What did you hear?—A. I heard it was to be used as a commissary building, as they call it, I believe.

Q. Who told you so?—A. Oh, it was a general report around; I can't tell who it was; it was talked by several parties around; my brother was speaking of it, and others, I don't recollect who they were now; I didn't pay any attention to it.

Q. Did you have a conversation with Major Baldwin concerning the condemnation of this building?—A. I was in the office upstairs here one day, and Major Baldwin told me that he had fixed the building so that it wouldn't be used for a school building any more, in a laughing way.

Q. Did he say anything about what he was going to do for a school building to fill its place?—A. Not at that time; at another time he told me that he was going to build one at Mount Scott; at least I heard him say so.

Q. Did you consider the Kiowa school building in a dangerous and unsafe condition?—A. No, sir.

(Counsel objects to the question and answer because the witness has not shown himself to be qualified as an expert to speak on that question.)

Q. Did you consider the act of condemning this building unwise, without cause,

and to the detriment of the Indians financially as well as otherwise?—A. I should consider it very bad policy for the economical features of the matter for the Government and for the Indians, too, if they had no better cause than what has been assigned.

Q. Do you know whether or not, or have you heard that the Indians have appropriated \$25,000 for the building of that school at Mount Scott?—A. It has been reported that they were to help that amount.

Q. Has that partially contributed to your failure to collect these debts and the ability of the Indians to pay?—A. I should say so.

Q. Do you know how much money has been spent by the Indians, through Major Baldwin, for cattle, or about how much?—A. Major Baldwin, or I heard Major Baldwin say, that he expected to get \$30,000 from the Indians to pay for the cattle.

Q. Did that in any wise affect the ability of the Indians to pay the debts they owed you?—A. Yes, sir.

Q. Did you consider the purchase of those cattle without just provocation, and without any probable benefit to the Indians?—A. It might have been a benefit if they were purchased for the right kind of a price and handled right. From what I hear I don't think they are deriving much benefit from it.

By the INSPECTOR:

Q. Mr. Cleveland, do you frequently see Major Baldwin?—A. Yes, sir.

Q. Have you ever seen him when he has been drinking or under the influence of liquor?—A. I have seen him when I thought he was under the influence of liquor.

Q. About how often have you seen him that way?—A. Not more than once or twice.

Q. Where was that?—A. It was in that building right out there one time, in that Masonic Hall.

Q. Was he much under the influence of it?—A. Just a little funny.

Q. Is he a constant drinker?—A. I can't tell you; I don't know.

Q. Did you ever take a drink with him?—A. No, sir.

Q. How is Major Baldwin in his business dealings—is he reliable or unreliable?—

A. Well, he is not at all times reliable, in my judgment.

Q. I wish you would explain wherein you consider him unreliable.—A. Phillip Hendricks, an Indian, owed me some money for goods; he came to me and asked me to loan him some money or buy some cattle of him so that he could get some money; knowing that Major Baldwin wouldn't let me buy the cattle, I declined to do it on those terms, but told him if he would get an order from the Major to have the cattle delivered at the beef pen on the next succeeding issue day, and guarantee the payment, I would let him have money enough, or what he wanted, rather, if he would include the old debt—the debt that he owed me; sent him up to Major Baldwin, this office, I suppose, with a note stating this fact; he came back with an order from Major Baldwin, signed O. K., since which time I have never received a word from Major Baldwin, or the money. That was over three months ago. The cattle has not been delivered yet.

Q. Have you any other instance?—A. I can't say that I have.

Q. What is Major Baldwin's general reputation as a business man?—A. It is not good.

Q. In what respect?—A. There—well, as a general business man to see to details and see that everything is kept up.

Cross-examination by Mr. FISHER:

Q. (Witness is here shown letter dated November, 1896, mailed at Chickasha, Ind. T., marked "Received in the Department of the Interior November 11, 1896," signed S. P. Melbury.) Please examine that letter and state if you know who wrote it.—A. I don't know anything at all about it. Don't know the handwriting, either in the body or the name signed.

Q. Did you ever hear anything about that letter prior to the time that it was shown you by Inspector McCormick?—A. No, sir.

Q. Do you know any man on this reservation or Chickasha, Ind. T., or in any part of the surrounding country here, by the name of S. P. Melbury?—A. No, sir.

Q. Have you ever known such a man?—A. No, sir.

Q. Have you ever known a man by the name of S. P. Milbury?—A. No, sir.

Q. Are you contributing toward the payment of Mr. Shepherd's fees as counsel in this case?—A. Yes, sir.

Q. What are your present feelings as to Major Baldwin, kindly or the reverse?—A. Personally I have nothing against him and kindly feelings toward him; his manner of doing business is what I dislike.

Q. You stated on the direct examination that Indians told you that Major Baldwin told them they need not pay the traders unless they wanted to; now, name the

Indians that so told you.—A. One of them is Ah chis da; Mossape, Cat's boy, he is known by; Sid af pate; Er with take wop; Sa to; You o boy; McKinzie, they call him.

Q. Under whose administration was it that payments were sometimes made once a year and sometimes twice a year?—A. Under Lieutenant Nichols it was; nearly a year elapsed before any payment was made, or that no payment was made. Under the other agents they have been made twice a year, I believe, but not the regular periods or at the time they were due. For instance, the payment would be due the 1st of October, we would not get it until December or January, and the same way the forepart of the year; if it was due the 1st of May we would get it the 1st of July, like enough, or June, which necessitated us to carry them that much longer—credit them, thereby accumulating a debt which they were not liable to pay, some of them.

Q. How has it been under Major Baldwin's administration?—A. Well, I was referring to his administration on this last answer.

Q. How has it been as to the issues of rations and supplies to the Indians under the Nichols administration and also the Major Baldwin's administration?—A. Under Lieutenant Nichols's administration it was some two or three months that no beef or bacon was issued them.

Q. All issues have been regular and full under Major Baldwin's administration, have they not?—A. Generally they have been very regular, I believe, so far as I know. That is, I never heard any special complaint from the Indians about their not getting their rations.

Q. How many Indians have told you that they—that Major Baldwin has detained their money to build houses?—A. Those that I gave the names. As to the answer that I gave before, I meant they needn't pay me then, but they could pay me at some future time; that is, under Major Baldwin.

Q. Is it not true that in November or early in December, 1895, that Major Baldwin notified you and other traders on the reservation that after the next payment that was to take place in a few days you must curtail the credit that you were extending to Indians on this reservation?—A. He told me something to that effect. I don't recollect the date; about that time, though, I suppose.

Q. Have you done so since that time?—A. Yes, sir.

Q. Have you confined the credits extended to Indians to the necessaries of life?—A. Well, yes, sir; in the main.

Q. About what proportion of the credits that you have since extended have not been for necessaries?—A. I should say not over one-twentieth. Of course it is a matter of guesswork, partially at least.

Q. You say that you frequently saw the Kiowa School building before it was condemned and abandoned as a school building?—A. Yes, sir.

Q. Of what material was that building constructed?—A. Foundation, one story is sandstone and mortar, I suppose; two stories, upper stories, are wood.

Q. What kind of wood?—A. The outside is pine; the frame I couldn't tell you so much about; may be cottonwood, or oak, or pine.

Q. Was you ever in the house in a storm?—A. Yes, sir.

Q. Were you ever there in a severe windstorm?—A. Yes, sir.

Q. How long ago?—A. In the spring of 1894. I think it was. Slept there all night; stayed there all night. One of the hardest rainstorms and windstorms, or as hard, as I have seen in this country since I have been here; that was the reason why I stayed there that night.

Q. Are you an architect?—A. No, sir.

Q. Have you ever been a builder and contractor?—A. I have helped build houses; seen a good many built; been around, stayed around when they were built, and consider that I know pretty well when a building is safe, and the effect of that storm that I speak of when I was stopping there had no perceptible effect on the building so far as racking it or anything of that kind.

Q. Are you a carpenter by trade?—A. No, sir.

Q. Have you ever carefully inspected that building to ascertain its condition as to safety?—A. No, sir; not in that sense.

Q. Then you don't know what the condition of the building was at the time it was condemned?—A. I don't think that the building was in any different condition then when it was condemned than it was the two or three times that I was there last.

Q. You say that you don't know anything about the class of cattle of your own knowledge that Major Baldwin bought to distribute to the Indians?—A. No, sir.

Q. When was it you saw Major Baldwin under the influence of liquor at the Masonic Hall at Anadarko?—A. Well, I won't be certain whether it was Thanksgiving or Christmas; it was one of those days; 1895, I think it was.

Q. Were they having a banquet at that time?—A. They were having a dance; no banquet.

Q. You say you simply judge that Major Baldwin had been drinking and was under the influence of liquor from the fact that he was just a little funny?—A. Well, I might have added, besides, I smelled his breath, and the effect of whisky I know on myself from previous drinking and from others that I have seen drink.

Q. Did you ever see a man that you could smell whisky on his breath and was a little funny that was not drunk?—A. Well, I suppose there is different degrees of drunkenness; I don't know just what the law would term drunk. A man might take two or three drinks and wouldn't be called drunk; some men would take one drink and everybody would say he was drunk.

Q. I would like to know if being funny and a drink of whisky are necessary combinations?—A. Mighty near it; it is owing to the temperament or disposition of the man who drinks it.

Q. Did he stagger any?—A. Didn't notice that he did.

Q. Will you name some of the parties that were there?—A. Well, there was Dudley P. Brown, and Johnny Osborne, and Frank Ketch. I was there. I don't recollect the names. I think there was some few from Chickasha, but I don't recollect their names, and a lot of Indians. I think these Conover boys were there. The house was full of Indians, ladies, and white men. Mr. Evert Craggs was another that was there. I think there was some of the agency employees there, ladies and gentlemen both.

Q. When was the other occasion in which you saw him under the influence of liquor?—A. I don't think I testified as to any other. I might have said one or two occasions, but I didn't testify only to but one, as I recollect.

Q. You testified, in answer to the inspector's question, that "he is not at all reliable, in my judgment," and you give an instance of a transaction in which Phillip Hendricks, an Indian, figured. Will you give any other instance in which he has not been reliable, in your judgment?—A. Well, I don't know as I can, not except that in open-purchase contracts he writes us letters to give him prices as to what we can furnish potatoes, corn, and oats, or anything that is needed by the Government; and there is never anything further heard from it. We give answers sometimes as to what we can furnish for, and sometimes I have asked him to put his advertisement up as to what time and place bids will be received for such things; I don't consider that a reliable way to do business. I might add that we never hear anything further from those prices or articles that we would furnish. I will say, too, that I asked him about these articles to be furnished afterwards, and he told me in one instance that he had already had it filled, that being the first time I had heard of it after he had wrote us to know what we would furnish for.

Q. Do you know what Major Baldwin's general reputation is as a business man on the reservation and also the surrounding towns at which he does business?—A. From hearsay? Well, it's not good.

Q. Well, in what particular?—A. Well, in a good many particulars and ways; the general reputation, his dealings generally.

Q. The answer you gave to the inspector is this: "I mean not good at details, and seeing that business is kept up." Now, do you mean in any other particular?—A. No, sir.

Q. Mr. Cleveland, please examine this itemized statement and state what it is [handing witness papers].—A. It is balances now due C. A. Cleveland & Co. from Indians named thereon.

Q. What is the aggregate amount of the balances shown by this account?—A. \$2,129.95.

Q. How much has been collected from the Indians named in this account since the 1st of May, 1896?—A. Between the two statements, about \$300 or \$900.

(Counsel for Baldwin here offers in evidence the statement referred to, and asks that it be marked Exhibit K.)

Q. Then the amount of your collections from Indians since the last payment made at this agency has been about \$300, has it?—A. As appears on those exhibits; yes.

Q. Now, what amount of collections have been made from Indians that do not appear upon those exhibits that have paid you since the last payment?—A. It is not possible to tell.

Q. Approximate it; state about how much.—A. I can't do that.

Q. You can't state, then, without an examination of your books?—A. It would be almost impossible to do it anyway.

Q. What is the gross amount of money you have collected this last payment from Indians?—A. As shown by our cashbook of November 28 to December 15, \$2,035.90.

Q. Now, Mr. Cleveland, state how much you collected from Indians who were running accounts with you just after the May payment—the last preceding payment?—A. The collections made after the May payment, commencing June 18 to include June 13, amounts to \$2,330.25, as shown on the cashbook between those two dates.

By the INSPECTOR:

Q. Do I understand that to be from the grass payment, or also for the payment made to the Indians for the quarter ending June 30?—A. It is from the grass payment.

Q. How have your collections under this administration compared with former ones?—A. The collections are somewhat less under this administration than previous.

Q. How have your sales compared with former ones?—A. My recollection is that former sales have been greater.

Q. To what do you attribute the decrease in your sales?—A. The diverting of some of the Indians' money—grass money—for building houses.

Q. Do not the Indians as a rule now trade more at the neighboring towns than they did under former administrations?—A. Yes, that might be one other reason:

C. A. CLEVELAND.

Subscribed and sworn to before me this 17th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of W. H. COX, witness in support of charges.

Direct by the INSPECTOR:

Q. Give your name, please.—A. W. H. Cox.

Q. State your occupation and where you reside.—A. I am superintendent of the Fort Sill School, Fort Sill, Okla.

Q. Is the Fort Sill School under the jurisdiction of the Kiowa Agency?—A. Yes, sir.

Q. Who is the agent?—A. Major Baldwin.

Q. How long have you known him?—A. I have known him since he was detailed as agent.

Q. Is Major Baldwin a frequent visitor at your school?—A. No, sir.

Q. State about how often he comes there, as near as you can.—A. I should judge about once in three months.

Q. Have you ever seen Major Baldwin, either at your school or away from there, under the influence of liquor?—A. I think I have.

Q. Are you positive?—A. Well, I can't say what he was drinking. I should say yes.

Q. How many times did you ever see him in that condition?—A. I don't know.

Q. Can you state whether it was more than once?—A. Yes, sir; more than once.

Q. On the different occasions, was it at your school that you saw him in that condition?—A. No, sir.

Q. Do you remember how many occasions you saw him at your school under the influence of liquor?—A. I do not.

Q. Do you know whether he was under the influence of liquor more than once at the school?—A. Yes, sir.

Q. Can you state how many times?—A. No, sir.

Q. Can you state any other places besides the school that you ever saw Major Baldwin under the influence of liquor; if so, where?—A. At the subagency.

Q. Can you state how many times, when you considered him there under the influence of liquor?—A. I can not.

Q. Was it more than once?—A. Yes, sir.

Q. At these occasions at the subagency that you saw him under the influence of liquor, were any Indians present?—A. Yes, sir.

Q. Did you ever hear any comment from the Indians about Major Baldwin's condition on those times?—A. No, sir.

Q. Did you ever hear any comments from them—the Indians—at the school about Major Baldwin being under the influence of liquor on those occasions?—A. No; I think not.

Q. How are your business dealings with Major Baldwin; are they pleasant?—A. Very; yes, sir.

Q. Is he thoroughly reliable in his business dealings with you?—A. Yes, sir; I think so. So far as I know.

Q. Were any cows purchased for your school during the present year?—A. I

don't know when that purchase was made; whether it was made this year, or right at the end of last year. No milch cows purchased in this calendar year.

Q. When were they purchased?—A. I can't answer that. I can tell you when they were delivered. They were delivered, I think, in the first part of—a year ago last July.

Q. That is under Captain Baldwin's administration?—A. Yes, sir.

Q. How many were bought?—A. Eight.

Q. What was the class of cows; what class of cows were they?—A. They were of the common stock of the Territory.

Q. What was the price paid per head?—A. I do not know.

Q. What was the market value of such cows?—A. According to the report of Mr. Medara, and cattle man down there, I can't tell his name now, whom I questioned before asking for the authority to buy, told me they could furnish good common stock at \$25 a head, and that was the authority that I asked for, but this authority was asked for under the administration of Lieutenant Nichols. Whether any change was made in that authority after Captain Baldwin came in as agent or not, I don't know.

Q. Do you consider these fine milch cows or common cows?—A. Common.

Q. Did you ever ask Captain Baldwin what those cows cost?—A. No, sir.

Q. Mr. Cox, did you see any cattle come your way down at Fort Sill, under this Light contract, to the Indians?—A. I saw cattle passing along the road as they came home from the issue.

Q. Were you close enough to those cattle, or have you been close enough to them, to observe what kind of cattle they were?—A. I have not.

Recess until 1 p. m.

Hearing resumed at 1 p. m. In behalf of the defense; no cross-examination.

By Mr. FISHER:

Q. How long have you been engaged on this reservation?—A. Four years next March.

Q. Have you occupied the same position all the time since you came onto the reservation?—A. No, sir; I have occupied the position of superintendent all the time, but not at the same place.

Q. At what places have you occupied the position of superintendent, and how long at each place?—A. I came to the reservation as superintendent at the Rainy Mountain School four years ago next March, and remained there until the 1st of September, 1894, and since that time I have been at Fort Sill.

Q. What was the condition of the Indians as to civilization at the time you came here as compared with the present time?—A. I consider it muchly improved.

Q. Has it improved to any considerable extent since Captain Baldwin has been in charge of this agency?—A. I think so.

By Mr. SHEPHERD:

Q. Do you attribute that to the fact that because Captain Baldwin has had hold of them and nobody else?—A. I do not.

W. H. Cox.

Subscribed and sworn to before me this 17th day of December, 1896.

_____, Inspector.

Testimony of W. H. COX, recalled by the inspector.

Direct examination by Inspector McCORMICK:

Q. In the purchase of wood for the Fort Sill School, from whom is it bought?—A. The wood this year was bought from the Indians.

Q. Exclusively?—A. Yes, sir.

Q. How is that wood paid for?—A. Sometimes it is paid one way and sometimes another, but this year after the Indians have delivered their wood, I was directed by the agent to issue to each Indian a due bill for the amounts due him for the wood he had delivered, and to tell him to go to Mr. Quinette and he would give him his money.

Q. Is Mr. Quinette the only trader at Fort Sill?—A. He is not.

Q. Name the others?—A. Mr. Strauss and Mr. Paschall.

Q. Are any of these due bills sent to Paschall or Strauss?—A. Some of them were taken to Mr. Paschall, in harmony with instructions received from Major Baldwin to Mr. Burton.

Q. Is this wood delivered at your school put in by contract from an Indian or Indians; if so, give the names of the Indians who have the contract?—A. I was directed by the agent to say to the Indians that it was his desire to have the Indians

put the wood in, and he told me to confine the amount of wood put in by individual Indians to as nearly 5 cords as possible, so that the money would be distributed among the Indians. I did so, and my recollection is that the wood this year was put in by 43 Indians. There was 200 cords at \$5 a cord.

Cross-examination by Mr. FISHER:

Q. Who is Mr. Burton?—A. He is an agency employee who is acting in the capacity of subagent at Fort Sill.

Q. How was the wood bought in 1895, the last year?—A. It was bought as it was this year, distributed among the Indians, and paid for by a check, I think.

Q. Not paid for, then, by the traders?—A. I don't know anything about that; the checks may have been taken up by the traders; I don't know anything about it.

Q. How was the wood purchased for the schools in which you were in charge during the years 1893 and 1894?—A. 1893 was before my time. At Fort Sill, the first year that I was there, my recollection is now that 50 cords, I think either 25 or 50 cords, was put in by a white man under contract; I am not sure of the amount, and the balance was put in by the Indians.

Q. That was under the administration of Mr. Nichols, wasn't it?—A. That wood that was bought of the white man under contract; my recollection is that it was bought under Major Baldwin's administration.

Q. Do you know of any reason why Major Baldwin discriminated in the payment for this wood this year against Mr. Strauss, the other trader at Fort Sill?—A. I do not know why it should have been done.

W. H. Cox.

Subscribed and sworn to before me this 17th day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of FRANK L. FRED, witness in support of charges.

Direct examination by Mr. SHEPHERD:

Q. What is your name?—A. Frank L. Fred.

Q. Where do you reside, and what business are you in, if any?—A. I am staying in the Indian Territory as an Indian trader.

Q. At what place?—A. Anadarko.

Q. How long have you been here engaged in such business?—A. Since July, 1879.

Q. Do you have as customers Indians?—A. Yes, sir.

Q. Do you extend them credit?—A. We always have extended them credit, sir.

Q. What has been your ability to collect from them up to the administration of Lieutenant Nichols?—A. Well, sir; I often remarked that I thought that the average of the Indians were better about paying their debts than white men; their debts were usually small, but they met them very well.

Q. How often are the Indians paid grass money, if you know, on an average?—A. Well, sir, I think they have been paid about every six months.

Q. During Lieutenant Nichols's administration was there any deferred payment?—A. I don't know as I can tell you exactly the time, but there was a time—I think it was during his administration, I can't say positively—when the Indian payment was deferred for a good long while; how long I am not able to say.

Q. Did you extend credit to these Indians during that period?—A. I did; was compelled to or see them suffer.

Q. Did Lieutenant Nichols request you to do this?—A. Well, sir, I can't say positively about that.

Q. What is your recollection of it?—A. My recollection of it is, that it was with his full knowledge and approbation.

Q. Was it necessary that you let them have during that period that you have just spoken of?—A. Well, during most of that time they were out of commissary stores and such things as were absolutely necessary for their subsistence.

Q. Did they get deeper in debt to you at that time than they did prior to that or any time since then?—A. Yes, sir; very much deeper.

Q. Have you received payment from them in full of the indebtedness contracted at that time?—A. I think most of them have paid me to the extent of their ability the debts contracted at that time, and all other debts.

Q. What was the extent of their ability?—A. Well, they haven't been getting full amounts of money that was coming to them from their grass leases.

Q. Why not?—A. Well, there was a considerable amount taken about a year ago to purchase cattle for them.

Q. About what amount, if you know?—A. Well, sir, I understand that there was about \$15.50 per capita withheld for cattle, and there are about in the neighborhood of 3,000 Indians.

Q. Who withheld that money from them for that purpose?—A. I don't know whether the agent bought the cattle; I suppose he did it by the consent of the Department at Washington.

Q. What agent was that?—A. Agent Baldwin.

Q. Was any other moneys withheld from the Indians for any purpose whatever that you know of?—A. Well, sir, I can't tell you; but I suppose—I have understood that there was \$30,000 or \$40,000 in the Treasury to their credit.

Q. Do you know whether or not money has been withheld from them for the purpose of building houses. If so, about how much?—A. Well, that is something only that I have heard.

Q. Who told you?—A. Major Baldwin himself told me last May that he had about \$5,000 in his hands for that purpose.

Q. Did you, as an individual, ever speak to Major Baldwin concerning the amounts that Indians owed you?—A. I don't recollect definitely about that, whether I ever spoke to him personally about it or not; my recollection is that Mr. Craggs and Mr. Cleveland, probably Mr. Brown; I don't recollect; we all collectively spoke to him about it; that is my recollection.

Q. Did you explain the condition of affairs to him?—A. I don't recollect whether I did it; but someone did it; I don't recollect positively who it was who did it.

Q. In your presence?—A. Well, sir, I am not positive whether I was present or not; my—

By the INSPECTOR:

Q. Did the traders hold a meeting among yourselves?—A. Yes, sir; we talked about it.

Q. Did you appoint anyone out of the meeting to wait on Major Baldwin?—A. My recollection about it is—I am not positive about it—is that we all went to his office together.

By Mr. SHEPHERD:

Q. Did you explain the condition of affairs, or you all, to Major Baldwin?—A. I think so.

Q. If this money that had been set aside for the purpose of cattle and for other purposes had been paid to the Indians, would they have been able to have paid the traders?—A. I don't know how much they owed other traders, but if they would have gotten the whole of it, and they had paid me in the same proportion that they did pay, it would have not only paid me but left a surplus in their hands.

Q. Did the inability of the Indians paying you this indebtedness in any way affect your financial condition?—A. Why, it left with me with that much capital locked up.

Q. Did it embarrass you in meeting your demands to your creditors?—A. No, sir; for the simple reason that I pay cash for everything I buy always.

Q. You then had a surplus amount of money on hand?—A. Previous to that time.

Q. If you had not had that, would it have affected you in any way?—A. It would.

Q. Do you know Mr. John W. Light?—A. I have simply been introduced to Mr. Light.

Q. Do you remember when that proposal was made [handing witness Exhibit B]?—A. This looks to me very much like one stuck on my door for a good while. I recollect it very well, sir.

Q. Do you know to whom that contract was awarded?—A. Only from hearsay, sir.

Q. To whom?—A. To Mr. Light.

Q. Did you see those cattle?—A. I did not, sir. I was in St. Louis when those cattle were received and issued.

Q. Did you see any of them after they were issued?—A. I was going up to Rainy Mountain last June with Mr. Cleveland, was along, and he pointed out two little heifers. Said he: "What are those heifers worth?" "Well," says I, "I am not very well posted in the value, but I would say \$7 or \$8." "Well," said he, "those are two of the cattle that were issued." And if I saw those—that is all I knew about it.

Q. Did Mr. Cleveland tell you that those were the Light cattle?—A. Mr. Light's name was not mentioned as I know of. He says: "We will just ride round them and look at the brand." And they were freshly branded cattle. I will say to you this: Mr. Cleveland may have mentioned Light's name, and he may have not; I don't know.

Q. Was that prior to the Craggs contract?—A. Yes, sir.

Q. Was there any other contract awarded at that time except Mr. Light's?—A. I never heard of any.

Q. Do you know anything about cattle?—A. Yes, sir; I do know something about cattle.

Q. What class of cattle were those two heifers?—A. Well, sir, they were a sort of a nondescript; it would be a little hard to tell; they were certainly very indifferent heifers, those two; they certainly were not well-bred, native American cattle.

Q. Were they free from Texas, Arkansas, or Mexican blood?—A. Well, I couldn't tell you that; they were very indifferent heifers. I couldn't tell you what blood they had in them, but they certainly were not good American cattle.

Q. Are you acquainted with the Kiowa School building here?—A. Well, sir, I was here when the Kiowa School building was built, and have been here ever since; I don't know as I ever examined it particularly.

Q. Have you examined it at all casually?—A. Not with a view of ascertaining whether it was in good condition or not.

Q. Have you examined it through curiosity?—A. When do you mean?

Q. Any time just prior to its condemnation or just after the condemnation?—A. No, sir; instead of examining that is the time I keep away.

Q. Do you know when it was condemned?—A. I do not, sir.

Q. Do you know about the time when it was said to have been condemned?—A. Well, sir, I don't; I do not; I couldn't say that; I don't know that I do know about the time. I'll tell you, some time this last summer Colonel Duncan, an inspector, was here, and was talking about the school building, and I asked him what sort of condition it was in; he said he was a good judge of those things and thought it was the best on the reservation, with a \$1,000 or \$1,500 repairs. From that time forward I suspected there was something up, and I didn't care to see it.

Q. Had you looked at it any time before that?—A. Never looked at it with any view of examining the condition of the building.

Q. From the casual examination that you made of it, did you consider it in any wise dangerous and unsafe?—A. Well, sir, I never made any casual; I never thought anything about it.

By the INSPECTOR:

Q. You have known Major Baldwin ever since he took charge of this agency, have you not?—A. Yes, sir.

Q. Have you ever seen Major Baldwin under the influence of liquor?—A. I never saw Major Baldwin under the influence of liquor to such an extent, or to any extent, that would prevent him from transacting his business. I suppose that any man that takes a drink is somewhat under the influence.

Q. Do you know whether he is in the habit of taking a drink?—A. I don't know that he is in the habit of it; I have seen him take a drink, and I have taken a drink with him.

Q. Have you ever seen him under the influence of liquor when he was in his office, when he had been drinking whisky?—A. Well, I have never seen him when I knew that he had been drinking.

Q. Have you ever seen him in his office when you smelt whisky on him?—I don't recollect that I ever have, sir.

Q. How is Major Baldwin in his business dealings? Is he reliable, thoroughly reliable?—A. Well, he—I have had orders on him once or twice, and I thought we had an understanding, when he did not do exactly as he promised, as I thought he promised, rather. I better specify so that you can understand more definitely; I had a settlement with his interpreter on one occasion, and he gave me an order on Major Baldwin for his quarter's pay. I called for the pay at the end of the quarter and they didn't have it; I called for it at different other times, and still they didn't have it, and finally when it was paid the check was given into the interpreter instead of me; but the interpreter brought it and paid it in anyway.

Q. Was there any reasons assigned at these different interviews why it was not settled?—A. They didn't receive the money from Washington, I think.

Q. Then that was not Major Baldwin's fault, was it?—A. I think it was an oversight in making the requisition; don't think it was intention on his part, or on his clerk's part.

Q. How is Major Baldwin in his official dealings with you? Is he courteous, pleasant?—A. He has always been courteous and pleasant to me.

Q. Do you know anything about any collusion about John Light and Major Baldwin on a cattle trade, any of them?—A. I do not.

Q. Do you know anything of these Indian houses that has been erected on the reservation? Did you ever examine them?—A. Never.

Q. Do you know how they are being built, whether under contract or not?—A. Of my own personal knowledge I don't know anything in the world about that.

Cross-examination by Mr. FISHER:

Q. Is your acquaintance on the reservation and in the country surrounding this reservation pretty extensive?—A. Well, it is rather extensive, I reckon.

Q. Do you know of any man by the name of S. P. Milbury or Melbury that has lived upon the reservation at any time since you have been on it, or near here?—A. I don't know that I have ever known anybody by that name; the name is not familiar to me at all.

Q. During the two years that Major Baldwin has been here has your meetings with him been frequent or otherwise?—A. They have been frequent; I am frequently at his house and he is frequently at mine.

Q. Have all the Indians that became deeply in debt to you during that interim in which there was no payment made have been continuous customers of yours since then, running accounts with you?—A. Except such as we wouldn't credit for any more.

Q. Well, about what per cent of them have been cut off?—A. I couldn't tell you, sir, but I can say this, that a good many of them have this last payment paid portions of their old debt, and I believe if they had the money they would have paid it all.

Q. How much of that old debt that was contracted at that time is still unpaid?—A. Well, Mr. Fisher, I couldn't answer that question; I don't know. I have never examined to see with a view of answering that question.

Q. Have the payments been regular since Major Baldwin has been in charge of this agency?—A. Well, there was a payment in May and June, and there was a payment in November and December, and I couldn't tell you exactly the date of the other payment; I think, though, that they have been about every six months.

Q. About what is the aggregate amount of payments that have been made to you since this last payment from Indians that were running accounts to you?—A. Well, we have some of them that have large families would be \$100 in six months, others very little; it depends entirely upon the amount of their families and how well we know them.

(Question repeated.)—A. At this last payment I think the payment amounted to about—they paid in on debts about \$3,000.

Q. Now, what did it amount to at the last preceding payment in May and June?—A. I don't recollect; I suppose it was about the same amount on debts, on the old indebtedness; I suppose so, I couldn't say positively.

Q. Do you recollect about the aggregate amount paid by these Indians during the year 1895 at the various payments?—A. I do not, indeed.

Q. You have no idea now about that?—A. I have not.

Q. Didn't Major Baldwin notify you and all the other traders here in November or December, 1895, that after that payment was completed that he would expect you to curtail your credits to Indians?—A. Well, sir, I don't recollect, but it is possible he may have done it—curtail it as much as possible—and that is just what we have done. But he never said not credit them, for he said also to itemize the articles that we had charged.

FRANK L. FRED.

Subscribed and sworn to before me this 17th day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of T. F. WOODARD in support of charges.

Direct examination by Inspector McCORMICK:

Q. What is your name?—A. T. F. Woodard.

Q. Where do you live and what is your occupation?—A. I live on the Kiowa Reservation, close to Anadarko, part of the time close and part of the time at the farm; I am a farmer and stock raiser.

Q. Are you married to an Indian woman?—A. Yes, sir.

Q. Is your wife a member of this tribe, Kiowa?—A. Yes, sir; Kiowa.

Q. How long have you lived here on the reservation?—A. Twenty-six years.

Q. Do you know Major Baldwin?—A. Yes, sir.

Q. What are Major Baldwin's habits as to sobriety, etc.?—A. At one time I saw him when I didn't think he was very sober, at the council at Lime Creek.

Q. Did you ever see him at any other time?—A. None that I call to mind just now.

Q. Have you ever seen him in his office when you thought he was under the influence of liquor?—A. No, sir; I haven't had much dealings with him in his office.

- Q. Was he much under the influence of liquor at the Lime Creek council?—A. He seemed to be under the influence of liquor, but not down drunk.
- Q. Was that during the council?—A. Before the council commenced.
- Q. How was he during the council?—A. I was not close to him during the council.
- Q. Have you had any business dealings with Major Baldwin at all?—A. Some; yes, sir.
- Q. Is he reliable in his business dealings?—A. The business I had was putting in some hay and corn for the Government, which has all been settled up.
- Q. Did you put in the hay and corn in your wife's name?—A. Yes, sir.
- Q. Have you had frequent interviews with Major Baldwin on business?—A. No, sir.
- Q. Were you present at any issue of cattle made during the present year to Indians?—A. One time; yes, sir.
- Q. Under what contract was that?—A. Mr. Light's.
- Q. Did you see all of the cattle delivered under the Light contract?—A. No, sir.
- Q. How many?—A. I think about 500.
- Q. What was the character of those cattle?—A. One and 2 year old heifers.
- Q. Were they what are called in this country native American cattle?—A. No, sir; they were not.
- Q. Under what class would you put them?—A. I would put them eastern Texas or Arkansas cattle.
- Q. Are you familiar with Texas and Arkansas cattle?—A. Yes, sir.
- Q. Have you handled such cattle yourself?—A. Yes, sir.
- Q. Where?—A. Here on the reservation.
- Q. Did you ever see this proposal for bids for those cattle [handing witness Exhibit B]?—A. Yes, sir.
- Q. Did the Light cattle come up to the proposals?—A. No, sir; I think not.
- Q. In what respect did they not?—A. This calls for cattle free of Arkansas, Texas, or Mexican blood, which are not handled in this country.
- Q. What would you have considered the market value of the Light cattle, the 500 head that you saw?—A. I think about \$8 or \$9 would have been all that they would have been worth at that time.
- Q. What would they have been worth at the time of the letting of that contract, December 23, 1895?—A. They wouldn't have been worth any more than that then, I don't think.
- Q. Do cattle of the description or the kind that you have described have the same market value at any period in the year in this country?—A. They are generally not so high early in the spring as they are in the summer.
- Q. Do the prices for that class of cattle range about the same in December as they would in May?—A. They ought to be worth a little more in December than they are in May.
- Q. Are they then worth more in December than they are in May?—A. Yes, sir.
- Q. What is the difference?—A. The growth of the cattle.
- Q. What would the money difference be?—A. It would be a slight value in the price of the cattle, very light, maybe 25 cents a head.
- Q. Did you see any of the cattle delivered under the Craggs contract or by the Indians?—A. Yes, sir; I saw them at the corral.
- Q. How did the Craggs cattle compare in quality with the Light cattle?—A. I considered them a better class of cattle.
- Q. Were the Craggs cattle free from what you call Arkansas or Texas blood?—A. No, sir.
- Q. Were they of the same age of the cattle delivered under the Light contract?—A. They were a few I think 3 years old—ones, twos, and threes.
- Q. In what respect did they then differ from the Light cattle?—A. They was what we call Indian stock; eastern, Chickasaw stock.
- Q. Are the cattle raised in the Chickasaw country strains from the Texas and Arkansas cattle?—A. Yes, sir; generally.
- Q. What is the difference, then, between the cattle raised in the Chickasaw country and the cattle shipped in with Texas and Arkansas blood in them?—A. They seem to be a better stock, grow larger.
- Q. What is that due to?—A. To the range, I think.
- Q. Are you acquainted with John Light?—A. Yes, sir.
- Q. Has John Light pastures under lease on this reservation?—A. Has had; I never saw his contract; I know he has had cattle; I think they are most all removed now.
- Q. Do you know how many leases he has or did have?—A. Two, I think.
- Q. Do you know the number of acres in each lease or approximately?—A. No, sir; I do not.

Q. Are you aware of John Light having any privileges over and above other people on this reservation?—A. None that I know of.

Q. Do you know of any collusion between John Light and Captain Baldwin in this cattle deal?—A. No, sir.

Q. Do you know of money being retained or withheld from the Indians by the agent for the purpose of building houses for the Indians?—A. Only what they have told me.

Q. Can you speak their language?—A. Yes, sir.

Q. What is the sentiment or feeling among the Indians about it?—A. They are anxious to have their money or the houses built—one or the other. Indians are generally impatient; when they want to do anything they want to do it right quick.

Q. How long has this money been retained for the purpose of building these houses?—A. Several of them have told me that they paid their money last spring; the last payment before this last one.

Q. Was any undue influence used?—A. Not that I know of.

Q. I am asking you if they have told you if any undue influence was used, because I knew that you can speak their tongue?—A. They just told me that the agent told them to leave their money with him and he would have a house built for each one that would deposit \$50.

Q. You stated that you were present at this Lime Creek council?—A. Yes, sir.

Q. Did you hear the discussion among the Indians at that council as to retaining the \$35,000 for the purpose of putting it into the Mount Scott School?—A. I heard a part of it.

Q. From the part that you heard and from the sentiment of the Indians that you heard discuss it, will you state whether the Indians did that of their free will and accord?—A. There was some that favored the scheme and others did not.

Q. Were the majority of those you heard discuss it in favor of or against it?—A. I think the majority of the Indians were against it.

Q. If in your opinion the majority of the Indians were against it, can you explain how it was that the money was set aside for this Mount Scott School?—A. Because they did not make a strong protest. They gave way to the talk, I suppose.

Q. Can you give me the names of some of the prominent Indians in that council who advocated the setting aside this money for the Mount Scott School?—A. I think Poor Buffalo, Kiowa; perhaps Quanah Parker, a Comanche.

Q. You think those were the ones that favored it?—A. Yes, sir.

Q. What position do they hold among the Indians?—A. Quanah Parker is chief of one band of the Comanches; Poor Buffalo is what we call little chief of one band of the Kiowas. It would be better to term him a headman; he is not no chief.

Q. Are those the recognized leaders among the Indians—recognized as such by the Indians?—A. Quanah Parker is recognized as one of the leaders. Poor Buffalo is not.

Q. Do you know of any undue influence being used over Quanah Parker and Poor Buffalo?—A. No, sir; I do not.

Q. Have you heard the proceedings of that council discussed since then by the Indians?—A. Yes, sir.

Q. What is the sentiment of that that you heard?—A. They are still divided about the schoolhouse; many are not in favor of it, and some that are.

Q. Is it an even division, or is there a majority for one side or the other?—A. I think if there was a vote taken to-day, the majority would be against it.

By Mr. SHEPHERD:

Q. In answer to the following question propounded to you by Inspector McCormick, on page 187, which was as follows: "Are they worth more in December than they are in May?" (referring to the cattle Mr. Light delivered), to which you answered, "Yes, sir," did you understand that question?—A. I did not at the time.

Q. Are cattle worth more in December than they are in May of the following year?—A. No, sir; they are not.

Q. When would they be worth the most?—A. In May of the following year.

Q. Why so?—A. Because they would have the growth from December until May the next.

Q. When you answered the question to Mr. McCormick how did you understand it to mean?—A. I understood he asked if they would be worth more in December, the same year, than they would in May, the same summer of the same year.

Q. Did you buy any cattle from Mr. Light?—A. I bought some cattle from F. J. Hall & Co.

Q. Was Mr. Light a member of the firm of S. J. Hall & Co.?—A. I suppose he was.

Q. Were the cattle that you bought out of this same bunch that was brought here?—A. Yes, sir; out of the same bunch.

Q. What did you pay per head?—A. Nine dollars and \$12.

Q. Was that cash or on time?—A. On time.

Q. Did they offer to make any difference in the price if you paid cash?—A. Yes, sir.

Q. How much?—A. They thought about \$1 per head.

Q. Were the cattle that you bought as good or better than the cattle you saw delivered by Light to the Government?—A. Just as good, I think.

Q. Were they free from Texas, Arkansas, or Mexican blood?—A. They was not.

Cross-examination by Mr. FISHER:

Q. When was this Lime Creek council of Indians held?—A. It was in April, 1895, I think.

Q. Where was it held? How far from this—from Anadarko?—A. About 25 miles south of here.

Q. What tribes were represented in that council?—A. Kiowas, Comanches, and Apaches.

Q. How many white men were there besides Major Baldwin?—A. There were several; I don't know just how many.

Q. Do you remember who they were?—A. No, sir; I might know some of them.

Q. How long before the council convened and opened session was it that you saw Baldwin under the influence of liquor?—A. The evening before.

Q. Were there many of the Indians assembled there at that time?—A. Yes, sir; a good many; not right on the ground, but close by.

Q. Were you in Major Baldwin's company there, talking with him?—A. No, sir.

Q. How far off were you?—A. I suppose a couple of rods from him.

Q. Well, what was he doing that called your attention to him?—A. They came there and went into camp, Major Baldwin and his outfit. He has his tent and driver.

Q. Well, wasn't anybody else with him except the driver?—A. I don't remember whether there was anybody in with him or not; he rode in his ambulance.

Q. Well, what did he do? Did he get out there and paint that section of the country red?—A. I don't think he had any paint.

Q. Well, what I want you to tell is simply this, What was his conduct there that indicated to you that he was drunk?—A. His general actions around there—camp.

Q. Well, name some particular action that indicated that?—A. I don't believe I have any.

Q. Did you talk with him?—A. No, sir; I saw him talking with others.

Q. But you can't name any particular action on his part that would indicate that of a drunken man?—A. Except his general appearance.

Q. Well, describe his general appearance on that occasion.—A. Well, the manner in which he talked, and his general actions around there; that is the only thing that I can mention to you.

Q. Did you see him the next morning?—A. Yes, sir. I was not close to him.

Q. Well, do you think he was drunk then?—A. I think not.

Q. Did you see him staggering around any the night before?—A. He wasn't walking very straight.

Q. Well, some men don't walk very straight that are not drunk, do they?—A. They ought to, at least.

Q. Do you know W. F. Dietrich?—A. Yes, sir.

Q. Are you and he partners at the present time?—A. Yes, sir.

Q. Do you mean the W. F. Dietrich that testified here on yesterday?—A. Yes, sir; he was in here, I think, yesterday.

Q. How long have you and he been partners?—A. I think about three or four years.

Q. What time in the day did the Lime Creek council of Indians that you have spoken of convene, open their session?—A. I think it was about 11 o'clock.

Q. How long did the council remain in session?—A. I guess about two hours and a half or three hours each day. Then one or two days they had an evening council, I think.

Q. How many days did they remain in session?—A. I think four days, as well as I remember.

Q. Was you present at every session of that council?—A. No, sir.

Q. Now, at what sessions of the council were you present?—A. Generally the first session in the day.

Q. Was you present at the time the final vote was taken for appropriating this money to build the Mount Scott School?—A. No, sir; I wasn't.

Q. Do you know exactly how that vote stood from any report received about

that time or immediately after the close of that council?—A. Well, there was a division among the Indians; they had talked the subject over very freely in camp.

Q. Well, do you know what the vote was—were you informed how the vote stood, which had the majority?—A. I believe there was no vote taken on the opposition; just the affirmative vote taken, as I understand it.

Q. Wasn't the opposition vote called for?—A. I do not know whether it was or not. I was not present.

Q. Who were the leaders of the opposition, if you know?—A. I think White Eagle Comanche was one; perhaps Lone Wolf, Kiowa.

Q. Did Major Baldwin attend the sessions of the council?—A. Yes, sir.

Q. What part did he take in the council?—A. He was supposed to run the council.

Q. (Witness is here shown letter signed by S. P. Melbury or S. P. Milbury.) Did you ever see that letter before?—A. I never did.

Q. Do you know whose handwriting it is in?—A. I do not.

Q. Do you know the handwriting of the signature?—A. I do not; I don't know the person or the name.

Q. Have you ever known a person by that name?—A. I never have.

Q. Do you know of any person that wrote that letter and signed that name to it?—A. I do not; I don't know the handwriting.

Q. What are your feelings towards John W. Light, good or bad?—A. I have no ill feeling toward the man.

Q. What are your feelings towards Major Baldwin?—A. I have no ill feeling towards Major Baldwin. When I have any business matters, I simply transact the business, and that's all.

Q. Haven't you had considerable trouble with Major Baldwin about a lease?—A. Well, he has given us some trouble; yes, sir.

Q. And haven't you become bitter toward him about that matter?—A. No, sir; I have not become bitter towards him?

Q. Well, do you like Major Baldwin?—A. I have got no particular love for him.

Q. Do you like John W. Light?—A. I have no liking particular for Light. I have no business transactions at all with him.

Q. Didn't you and Dietrich rent him a pasture?—A. No, sir; I did not.

T. F. WOODARD.

Subscribed and sworn to before me this 17th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of M. E. SAVILLE, witness in support of charges.

Direct examination by Inspector McCORMICK:

Q. What is your name?—A. M. E. Saville.

Q. What is your occupation?—A. An army officer of the rank of second lieutenant, Tenth Infantry.

Q. Where are you stationed?—A. Fort Sill.

Q. Are you acquainted with Captain Baldwin?—A. I am.

Q. Have you ever been out or seen Captain Baldwin on any occasion on this reservation?—A. Yes, sir; both officially and unofficially.

Q. Will you state upon any of these occasions whether Captain Baldwin was under the influence of liquor?—A. He was.

Q. Will you state the place, the time, as near as you can?—A. December 1, 2, or 3, 1895, at Anadarko, at the agency, over in camp. I have frequently seen him under the influence of liquor.

Q. Can you name any other places besides Anadarko?—A. Yes, sir; Rainy Mountain, Mount Scott, Fort Sill, and subagency at Fort Sill.

Q. Upon the occasion at Rainy Mountain, was that during a payment of grass money to Indians?—A. It was.

Q. Was he under the influence of liquor while a payment was being made during the day?—A. I was on duty as witnessing officer. I paid about eight hours a day, and witnessed the issues of annuities, and this required my whole attention. I saw Major Baldwin every day during the payment. I can't swear positively whether he was under the influence of liquor or was not; he was drinking.

Q. Upon the occasion at Anadarko, was that during a payment?—A. It was.

Q. Was he under the influence of liquor during the progress of that payment at Anadarko during the day?—A. I can't say that he was; I don't think that he was.

Q. Was he drinking?—A. Yes.

Q. Were you present at a council held by Major Baldwin with the Indians at Lime Creek in the year 1895?—A. No, sir.

Q. Well, now, you stated that you saw him under the influence of liquor at the subagency. Will you please describe all that Major Baldwin was doing at that place at the time, and all that transpired?—A. During a payment at the subagency last winter I saw Major Baldwin every day; some days he was drinking; some days he was under the influence of liquor. He was present at times during the payment and the issue of the annuity goods, and attended to other official business in his tent. He messed at our tent.

Q. Did you witness an interview between Baldwin and Mr. Strauss, a trader at Fort Sill subagency? If so, please tell all you know about it.—A. I witnessed an interview that winter. Major Baldwin told me he had some stinking business to attend to, and wanted me to be present; he was going to have another talk with Strauss. I says: "All right; what time?" He mentioned the time; I don't remember what time it was; it was in the evening. So I happened in his tent about that time and heard the whole conversation. Mr. Burton, Dr. Wallin, Mr. Greene, the stenographer; Mr. Dietrich, and one or more Indian policemen. Major Baldwin talked to Mr. Dietrich and Mr. Strauss that evening. Mr. Greene, the stenographer, took it down. He give Mr. Strauss a pretty lively talking to; he cussed him out pretty well. This cussing out is a technical expression. I sat up toward Mr. Burton; I thought maybe Mr. Strauss was going to hit him. I resolved that if he had, I was going to see that he had a fair show. They talked about hides; he told Mr. Strauss that he had underhanded him or thwarted his efforts in bringing the Indian up properly; worked against him in every way. I don't know whether Mr. Strauss merited this, but it was a very lively talking to.

Q. Was his language abusive?—A. It would have been if he had talked to me that way.

Q. Did he curse him?—A. Yes.

Q. Was Major Baldwin much under the influence of liquor when he did that?—A. Yes.

Q. Was he what you would call at that time drunk?—A. Yes.

Q. Do you act—are you the quartermaster at Fort Sill for the post?—A. I am.

Q. Who had the contract for the delivery of wood for your post—Indians or whites?—A. Both. White men have the contract, but by regulation the quartermaster's department must purchase from the Indians in the vicinity of the post supplies at open market prices when they do not exceed the contract price. These purchases are termed emergency purchases.

Q. As quartermaster for the post is it a part of your duty to issue orders for the payment of articles purchased—wood, etc.?—A. I prepare a voucher; the Indians sign these vouchers; I send the voucher to the chief quartermaster of the department, who sends a check to the Indian, through me, for the amount of money. Instead of sending a voucher for each Indian, I give an order to the Indian for so much wood, a receipt; these receipts are, I believe, cashed by the traders; I then prepare one voucher covering all these receipts and send it away and give the check to the persons presenting those receipts. I purchase wood from the Indians on this reservation by direction of the chief quartermaster. Have had an understanding with Major Baldwin that I would issue these receipts and make a big voucher for a larger sum.

Q. Has Major Baldwin requested you to send the Indians to any particular trader to have those orders cashed?—A. No; he mentioned at the time "Any trader will cash these;" later he told me Paschall or Quinette would.

Q. He never asked you not to send them to Strauss, did he?—A. No; in fact the Indians can take them anywhere; they are not directed to any particular person.

Q. And you don't send them anywhere?—A. I give them to the Indian and tell him that is good for the money.

Q. Lieutenant, you have heard the whole conversation between Strauss and Captain Baldwin the night you speak of at the Fort Sill subagency. Was Major Baldwin justified, from what you heard of the conversation, in making the abusive attack that he did upon Strauss, from anything that occurred that night in the conversation?—A. Mr. Strauss behaved very gentlemanly. I had heard a great deal of talk about Mr. Strauss before, and I was prejudiced against him when he came in the tent, but he behaved very gentlemanly; he didn't say a word; I mean by word, out of the way; he did make a nice little talk.

Q. Then did you not consider that Major Baldwin was not justified in making the attack he did?—A. I don't know what had occurred before.

Q. Lieutenant, you have stated that you witnessed an interview at the Fort Sill subagency in Major Baldwin's tent between Major Baldwin and Mr. Strauss; that he, Major Baldwin, cussed out Strauss pretty well, and this cussing out you explain is a technical expression in military parlance. Will you please give me the plain English of it?—A. Cussing out means an unusually censoring criticism.

By Mr. SHEPHERD:

- Q. Did he call him a dog?—A. Yes.
- Q. Did he call him a damned dog?—A. I don't know whether he did or not.
- Q. Did he call him a damned outlaw?—A. Yes.
- Q. Did he call him a ——?—A. I don't know whether he did or not; I don't think he did; because if he had I would have stopped him.
- Q. Did he call him a scoundrel?—A. I don't know.
- Q. Isn't it a fact, Lieutenant, that he called him quite a number of bad names?—A. Yes.
- Q. Did Mr. Strauss attempt to resent it in any way?—A. No.
- Q. You referred to a nice little talk that Mr. Strauss made. Was that in defense of Major Baldwin's abuse and charges as against him?—A. He said merely these words, "You are poisoned against me; come up to the store to-morrow and talk it over: if I state anything, you won't believe me; payment is on; you have closed up my store without hearing me." I think that is the whole sum and substance of Mr. Strauss's conversation.
- Q. Did you hear Major Baldwin abuse Mr. Strauss in the manner you have just mentioned upon more occasions than one?—A. I don't know.
- Q. Were you in your tent one night at Fort Sill subagency and heard Major Baldwin in his tent in any way abusing Mr. Strauss?—A. Yes.
- Q. What did you hear him say, if you remember?—A. I can't say that he abused him; I don't know whether he did or not; I heard a big racket over there, loud talking. I thought Lieutenant Osborne and Major Baldwin were having some altercation, and I went down to Mr. Osborne's tent and he wasn't there, so I concluded they were having an altercation; so I paid no further attention to it; finally it ceased.
- Q. Did you afterwards find out who it was?—A. Yes.
- Q. Who was it?—A. Major Baldwin told me.
- Q. Who did he say he was talking to?—A. Mr. Strauss.
- Q. Was Major Baldwin sober that night?—A. No, sir.
- Q. Lieutenant, do you know anything about the delivery of some cattle by Mr. Light under contract here to the Government—some 1,400 heifers—some time in June this year?—A. No; I don't know anything about it.

Cross-examination by Mr. FISHER:

- Q. How many times have you seen Major Baldwin on the reservation when he was under the influence of liquor when it incapacitated him from attending to business at the time?—A. Several times.
- Q. Name the first time and the place.—A. Mr. Strauss's affair I think was about one of the first times; I can tell you of about twice, I will say three times, that I have seen him that way.
- Q. When and where was the second time?—A. Probably at Rainy Mountain.
- Q. When?—A. I think it was last May.
- Q. Who was present there besides yourself?—A. Capt. G. S. Hoyle, First Cavalry, Mr. Dudley P. Brown, Dr. Wallin, Colonel Duncan, an inspector.
- Q. Can you name anybody else?—A. Not for certain.
- Q. Any of the school employees there?—A. I don't know.
- Q. Was M. F. Long there?—A. No; I don't think he was; he may have been.
- Q. When was the third time and where?—A. I don't believe I know of any other time than those two. I mean the times when I have seen him transacting business; I have seen him other times at Fort Sill when he was off the reservation.
- Q. Now, what was the date of that interview between Major Baldwin and Mr. Strauss?—A. The latter December or early January a year ago.
- Q. That was at the subagency?—A. Yes.
- Q. I understood you in your examination in answer to a question propounded by the inspector that at that time in the agency Major Baldwin didn't drink any more than you did?—A. I don't care to answer that; I am not being investigated.
- Q. What are your feelings toward Major Baldwin, good or bad, pleasant or unpleasant?—A. About the same as they are to any other brother officer. Neither good, nor neither bad.

M. E. SAVILLE,
Second Lieutenant, Tenth Infantry, U. S. A.

Subscribed and sworn to before me this 17th day of December, 1896.

P. McCORMICK, Inspector.

Examination adjourned until 9 a. m. December 18, 1896.

Examination resumed, pursuant to adjournment, at 9 a. m. December 18, 1896.

Testimony of JOHN SULLIVAN in support of charges.

Direct examination by Inspector McCORMICK:

Q. What is your name?—A. John Sullivan.
 Q. Are you a white man or an Indian?—A. I am a white man.
 Q. Where do you reside?—A. Down here in the Chickasaw country.
 Q. Are you employed on the Kiowa Reservation in any capacity whatever?—A. I am employed here on this Kiowa and Comanche Reservation; yes, sir.
 Q. Then you must reside there, don't you?—A. I am living here at present; but I have got a home in the Chickasaw country. I am living now out on the Little Washita.

Q. What business are you engaged in on this reservation?—A. I am issuing rations to those Indians at the issue station, and showing them farming. I am assistant farmer.

Q. Do you receive pay from the Government as assistant farmer on this reservation?—A. Yes. I receive, I guess—I receive it at the office.

Q. How long have you been employed as assistant farmer?—A. Since about the 13th of August, 1896.

Q. Do you know whether you were employed as an Indian or a white man?—A. I judge from the way they understood it they thought I am an Indian, but I am not.

Q. Who thought you were an Indian?—A. I think Mr. Farwell and Major Baldwin both did. You see I come to this country in 1867, and have been here and I have lived in that Chickasaw country ever since—that is, off and on.

Q. Were you ever asked whether you were an Indian by either one of those men?—A. For certain I wouldn't say; they asked me and I told them I was from the Chickasaw country.

Q. Did you ever tell anyone that you were an Indian?—A. Oh, yes; I have told that I was a Chickasaw; several around; I don't know exactly who; generally a fellow will do that coming from a place amongst them.

Q. Do I understand, then, that you deceived Captain Baldwin?—A. No, sir; I don't know that I told him; I didn't say I told him; I say I told others outside.

Q. Do you know that you are carried on the register of the agent's office as an Indian?—A. I found out afterwards that I was; here in the last month I just found it out.

Q. How did you find it out?—A. The Indians would call me Cae he pop, and I found out from Johnson that they was carrying me as an Indian; thought I was an Indian.

Q. After Mr. Johnson told you that, did you take any pains to undeceive him as to whether you were an Indian?—A. I never told him any better.

Q. Then you are on these rolls through deception and fraud?—A. I didn't do it intentionally; they done it; I didn't do it; I didn't try to fraud anyone.

Cross-examination by Mr. FISHER:

Q. Haven't you been generally known among your friends as a Chickasaw Indian?—A. Yes, sir; my associates. There is some of them that don't; they know who I am.

By Mr. SHEPHERD:

Q. How long have you been on this reservation?—A. I come here about the 9th or 10th of April, 1896.

Q. Do you remember the occasion of John Light filling a contract for cattle here with the Government?—A. I know of the occasion, yes, that he filled a contract; at least he said he did.

Q. Did you see those cattle?—A. Yes, sir; I seen the ———; I helped herd them, the cattle they said was.

Q. Have you had any experience with cattle?—A. Well, yes, sir; I have had some.

Q. Did you examine those cattle?—A. No; not thoroughly. I herded them, looked at them, knew them when I seen them, that's all; knowed the whole herd.

Q. Did you notice the class of cattle they were?—A. I know about the class that they all of them were together.

Q. Are you familiar with what is called Texas and Arkansas cattle?—A. Well, yes; I know what they call Arkansas; I don't know for certain; I have an idea of them; Texas is a very good grade of cattle.

Q. Were those cattle that you saw and helped handle well-bred native American cattle, free from Texas, Arkansas, and Mexican blood?—A. No, sir; I couldn't swear that.

- Q. Were they a mixture of blood?—A. Yes; I would call them that.
 Q. Did they have any Arkansas or Texas or Mexican blood in them?—A. They weren't thoroughbred cattle; is what I call a mixture; what I call graded.
 Q. What kind of graded?—A. Well, they was improved from scrubs, with some good blood in them; from common cattle; I can't say they were all.
 Q. Were there any Texas or Arkansas cattle in that bunch?—A. I couldn't tell you that; I can't tell where the cattle were from.
 Q. Did any of them have any Texas or Arkansas blood in them?—A. They may, but I don't know which, or what blood they had in them; I don't know.
 Q. Now, isn't it a fact that you don't know what kind of cattle they were?—A. I know it ain't a fact; I know they were common average cattle of the country.
 Q. Were they well-bred native American cattle?—A. No; they weren't well-bred native American; they was an average of this country.

By the INSPECTOR:

- Q. When you were employed here, who employed you?—A. Mr. Farwell first.
 Q. Did you see Captain Baldwin?—A. No, sir; not until after I was here to work.
 Q. Where did you see him?—A. Out here, pens, when I come to help drive the bunch.
 Q. How long was that after you were employed?—A. I guess I may have been to work two or three weeks; I don't know for sure.
 Q. Did you have any talk with him then that day?—A. No, sir; I just knowed it was Captain Baldwin and that is all.
 Q. He never asked you whether you were a white man or an Indian?—A. No, sir.
 Q. What district are you employed in?—A. No. 5, Little Washita.
 Q. Did Major Baldwin, when he saw you, know whether you were one of his farmers or not?—A. No, sir; I don't know that he did; I don't think he knowed me at all; I don't think he did.
 Q. Prior to the time that you were employed as assistant farmer, you were then working here as an irregular employee, were you not?—A. Yes, sir.
 Q. What did your work consist of; what kind of work?—A. I was herding cattle; holding them.
 Q. Were you hired during that time as an irregular employee, as an Indian or white man?—A. I don't know; they never asked me what I was.

JOHN SULLIVAN.

Subscribed and sworn to before me this 18th day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of C. S. BURBANK, witness in support of charges.

Direct examination by Inspector McCORMICK:

- Q. Please give your name.—A. Clayton S. Burbank.
 Q. What is your occupation and station?—A. Captain, Tenth United States Infantry, stationed at Fort Sill, Okla.
 Q. Did you ever in your capacity as an Army officer witness the annuity issues on the Kiowa Reservation? If so, state when.—A. I was detailed to witness annuity issues in 1895 at the Kiowa Agency for the fiscal year ending June 30, 1895. But during the time I was on that detail there were no goods issued. I was at the agency off and on for about four weeks, witnessing the payment of moneys to the various tribes for grass money.
 Q. During that time of four weeks that you were here off and on, did you see much of Captain Baldwin?—A. I saw him daily.
 Q. Will you please state whether at any time that you speak of seeing Captain Baldwin you considered him under the influence of liquor or not?—A. I did, frequently, during that time.
 Q. Was Captain Baldwin at any time so much under the influence of liquor as to incapacitate him from doing business?—A. Not at that time.
 Q. Have you ever at any time seen him incapacitated?—A. I have.
 Q. Please state when and where and the circumstances.—A. In 18—September, 1895, I was ordered with my company to the mouth of Stinking Creek to break up a Kiowa ghost dance that was being held there. My orders were to consult with Captain Baldwin in regard to this matter. He came into my camp about 11 o'clock at night. He was then in such a condition that I could not possibly transact any official business with him, and to protect myself I called upon some other officers who were present to notice his condition. That was the only time during my relations with Captain Baldwin at which I thought he was in a condition unfit to perform his duties.

Q. Will you please give the name of the officer you called as a witness?—A. Captain Assistant Surgeon Glennan—Dr. Glennan—and Lieut. Douglas Settle, Tenth Infantry.

Q. During the time you spoke of having seen him daily off and on for three and four weeks, while not incapacitated for business, was Captain Baldwin more or less under the influence of liquor or not?—A. I should say that he was under the influence of liquor all the time, more or less.

Cross-examination by Mr. FISHER:

Q. You say at the time you saw him at Stinking Creek camp you called the attention of Assistant Surgeon Glennan to his condition, and also Lieutenant Settle; where is Surgeon Glennan now?—A. He is at Fort Sill.

Q. Where is Lieutenant Settle?—A. On duty connected with the National Guard of West Virginia; Charlestown.

Q. What other officers were present?—A. None.

Q. How soon after Major Baldwin arrived at your camp was it before you discovered his condition?—A. Immediately upon his arrival.

Q. Was Assistant Surgeon Glennan and Lieutenant Settle present when he arrived?—A. They were.

Q. They had as good an opportunity to observe his condition as you had?—A. Yes.

Q. How long after his arrival was it before you called their attention to his condition?—A. Probably a half hour.

Q. Was he staggering around and blustering?—A. He wasn't blustering much; he couldn't stand erect.

Q. Why the necessity of your calling their attention to him?—A. Major Baldwin got out of his ambulance with the assistance of myself and Dr. Glennan. I said to the Doctor, "The old man is pretty full to-night." We took him over to our camp fire; I sent for my cook and had him a cup of hot coffee made; we sat there probably twenty minutes. Baldwin then insisted upon going over to the Indian camp. I said, "No, Major, don't let's go to-night." He says, "I want to see about my captain of Indian police." I said, "Your Indian police have been here over an hour, and I have ordered them to go into camp across the ravine from my camp." "Well," he said, "I want to go over and see some of the chiefs;" so I concluded that I would go with him, and I took hold of one arm and Dr. Glennan took hold of the other, and we walked over to the Kiowa camp, about 600 yards; there saw some Indians, but the majority of them had gone to bed, and Major Baldwin talked to them and told them to go and notify everybody that he wanted to hold a council in the morning at 9 o'clock. Finally we persuaded him to go back to camp. In the morning I called him, and said, "Baldwin, let's go over to this council." He says, "What council?" I says, "The one you ordered last night." He said, "I never did any such thing." I said, "You did; you ordered it for 9 o'clock this morning, and I have seen the majority of the Indians coming in, and they are waiting for us now;" so we went over.

Q. Now, will you answer my question, and tell why the necessity of calling the attention of these officers to his condition, if he was in the condition that you describe on that night?—A. My orders were to consult with Captain Baldwin and aid him in breaking up this ghost dance, and I was to do so when Captain Baldwin reported to me that he was unable to do so with his Indian police. Captain Baldwin being my senior in the service in rank and when we are thrown together in a military capacity he becomes my commanding officer; seeing his condition at this time, I had made up my mind to take no orders from him, and I called these other officers' attention to his condition that in case any trouble came up about it I would have witnesses for my actions—to uphold my action.

Q. Well, then, I understand you to say that on that occasion he outranked you as a military officer?—A. Not on that occasion, until the necessity came for action; then he would have ranked me as a military officer; he had nothing to do with me unless we got into trouble there.

Q. The other occasion you mention was when you was here about four weeks?—A. Off and on, I said, for four weeks; I wasn't here four weeks continuously.

Q. What other persons observed his condition during that four weeks?—A. I could not tell you; I never consulted any person in regard to it.

Q. Was you with him daily during the time that you mention?—A. I was.

Q. What are your feelings toward Major Baldwin, friendly or unfriendly?—A. Always friendly; I am a great admirer of Captain Baldwin as an officer and as a man. I know him to be a brave and gallant soldier.

Q. Haven't you got aspirations for the position of Indian agent on this reservation?—A. At one time I heard that Captain Baldwin was going to Washington City; I wrote him a letter and told him that if he was going to leave Anadarko

that I would like to ask him to use his influence in my behalf; that was a personal letter between Captain Baldwin and myself, and I don't think there is a man alive that knew anything about it from me. I considered it private matter. I was not an aspirant for it; I just simply wanted to get the detail at the time. I have already declined two details as Indian agents offered me personally by the Secretary at Washington.

By the INSPECTOR:

Q. You spoke of having seen Captain Baldwin off and on for three or four weeks frequently under the influence of liquor. During that time could you tell me how Captain Baldwin conducted himself in the transaction of business; was he pleasant or unpleasant?—A. I never saw Captain Baldwin much in his business hours except in connection with myself. He was always pleasant and agreeable to me and to others in my immediate vicinity; I never saw him otherwise than gentlemanly.

CLAYTON A. BURBANK,
Captain Tenth Infantry, U. S. A.

Subscribed and sworn to before me this 18th day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of A. J. HARMAN, witness in support of charges:

Direct examination by Inspector McCORMICK:

Q. What is your name?—A. A. J. Harman.

Q. Where do you reside?—A. My home has been for the last year in Chickasha.

Q. What is your occupation?—A. I am a brickmaker and contractor.

Q. What work at the present time are you engaged in?—A. I am engaged at the present time in lowering the Kiowa school building.

Q. Are you engaged by contract or by the day?—A. By contract.

Q. Whom did you make the contract with?—A. With Major Baldwin.

Q. At what price?—A. Two hundred and sixty dollars.

Q. Did you, as the contractor, examine that building prior to the time that you commenced to dismantle it?—A. I did.

Q. Please state what, in your opinion and judgment, was the condition of the building.—A. That it was very unsafe.

Q. Please describe in what respect it was unsafe.—A. The foundation was what we call a dead wall. The mortar with which it was put up with was not rich enough with lime, and put up with very small stone, and being no cement in it, it was almost just like a pile of sand and ashes and stone piled up.

Q. Could that wall have been made safe by pointing it with cement, tearing down the weak spots and rebuilding it?—A. I find from working on it now that all the outside walls would have had to have been taken out and rebuilt from the beginning up. When I raised the building off the wall there was a goodly portion of it that was so rotten it fell out, and in setting the jackscrews, the weight coming on them forces it out at the bottom, the foundation.

Q. You have probably misunderstood my question; I will ask you again. If the weak spots that you pointed out to me in that wall had been torn down and rebuilt and the balance of the wall pointed with cement, would it have made it safe?—A. No, sir; without a good deal of other work, it would not. There is a great many other places in it that looked to be solid when I got to it were not solid.

Q. Jacking a building of that size up with as many jackscrews as you have around it, wouldn't that necessarily help to weaken the wall?—A. Yes.

Q. Did you or did you not tell me after I had asked you to go over that wall with me and that building with me and point out to me the defects in it, after we had completed our inspection of it, did I not ask you the contract price that you received for lowering that wall; did I or did I not ask you what you would make it safe for, and what was your reply?—A. I don't recollect you asking that question.

Q. Did you not tell me that you received, were to receive, \$260 for lowering it?—A. Yes, sir.

Q. Did you not also tell me that you would put it in repair for \$200?—A. No; I said that the west end, the west end of the south part of the building, would have been worth \$200 to have fixed that; that is my recollection.

Q. Why should we have confined ourselves to the cost of the west end and not to the south, north, and east ends; was the west end the only end that was unsafe?—A. Well, the west end was the only one that showed to be so bad there, and we was at the west end talking and examining the wall when this conversation took place.

Q. Is not most of the west end of that school covered by a portico?—A. About half of it.

Q. Did you or did you not state to me that that west-end was not the best portion of the wall?—A. Yes, sir; that it was not the best portion.

Q. Didn't you say that, by reason of being protected by the portico, that it was the best portion?—A. Under the portico the wall running north and south; but the other I said was the most unsafe; all the west part that was exposed was the most unsafe.

Q. The parts that are exposed is the northwest corner and the southwest corner, are they not, on that side?—A. Yes, sir.

Q. Were they not the portions of that wall that were more damaged than any other portion?—A. Yes.

Q. Then did you not state that by tearing down those two corners and the corner on the southeast portion on the wall that you could make that building safe for the sum of \$200?—A. I did.

By Mr. SHEPHERD:

Q. From your experience as a contractor, was it necessary to condemn that building; or could it have been repaired and placed in a safe condition?—A. No, sir; I don't believe it could; I thought at one time it could, but now I know it could not, because the water had ran down the valley down into the corner at the portico, and the sill had rotted out from under the building and has weakened it until it would be almost impossible to have repaired it to make it safe.

Q. Do you mean to tell me that you couldn't have raised that building from above the foundation by placing in new sills and rebuilding that foundation and placing that building back on it, and that it would not be in a safe condition?—A. It would not have been what we would term safe.

Q. Why not?—A. Because, in the first place, the foundation never was heavy enough to carry that building with safety. The foundation when put up, stones of any size were set on edge and then filled in with small stones and sand, with very little lime in it, and never was strong enough to have supported the building as it should have been supported.

Q. (Question repeated.)—A. Certainly, I could have rebuilt the foundation and put new sills and have made it safe.

Q. At about what cost could you have done that?—A. Well, it would have cost \$800 or \$1,000.

Q. Wouldn't that have been cheaper than to have rebuilt a new building entirely?—A. I think not, because the house wasn't properly braced when put up, and it would have to be rebraced and replastered throughout.

Q. What would have been the cost to have rebraced it and replastered it throughout?—A. About \$1,500.

Q. Including the foundation?—A. No, sir.

Q. What would a new building such as you have described have cost?—A. I do not know; if I had plans and specifications I could tell you exactly what it would cost.

Q. Would it have been less than \$2,300?—A. No, sir.

Q. Didn't you say just a moment ago that it would have been cheaper to have built a new building than it would to have fixed that building in a safe and sound condition?—A. When you take the condition of the building into consideration, a great deal of weatherboarding needs to be replaced, the roof to be made new, and the fines all to be rebuilt, the cost would be, in making the building what it should be, would be equally as much as a new building.

Q. Now, then, didn't you first tell me just now that for \$800 to \$1,000 that you could put in a new foundation and that building would be safe and as good as it ever was?—A. I did not.

Q. What did you say?—A. I said that I—for \$800 or \$1,000 I could have repaired that foundation and made the foundation good.

Q. (Question repeated.)—A. Fairly safe condition, I said.

Q. Now, then, about what would a new building cost?—A. I couldn't tell you without plans and specifications.

Q. Have you heard of any contract to be let for the building of a school at Mount Scott?—A. I have heard there was going to be one built there.

Q. Is it your intention to bid upon that building?—A. Yes, sir.

By the INSPECTOR:

Q. Under your contract to lower this building, have you anything to do save tearing the foundation down, lowering it within a foot of the ground, and replacing the foundation on it?—A. Nothing.

Q. Do you remember my coming up to that building and having the conversation with you?—A. I do.

Q. Have you torn since that day any part of the work above the basement?—A. Nothing except the stove flues.

Q. Did you or did you not tell me upon the day referred to, my meeting you there, that outside of the cost of \$200 for repairing the wall, the basement, and replastering in places, that that building was a good building—did you or did you not tell me?—A. I said it was a very good building.

Q. Did you or did you not tell me that the woodwork, framework, was good or not?—A. I told you I supposed the woodwork was good.

Q. Since then have you torn the building to pieces so that you could see that it was not?—A. I have; that is, the foundation.

Q. Your contract does not require you to tear the inside of that building other than in the basement, does it?—A. It does not.

Q. Then what business have you for tearing that building to pieces?—A. I have not torn it to pieces, nothing more than taking out the stove flues.

Q. How, then, could you have made the statement you have just made about tearing it to pieces since then?—A. I only made a statement in regard to the foundation, not above the foundation, only the sill.

Q. Then as far as you know is the frame of that building, the weatherboarding, and the roof as good to-day as it was the day you and I had the conversation?—A. I suppose it is as good.

By Mr. FISHER:

Q. Are you an architect?—A. I am not.

Q. Are you a carpenter, wood worker?—A. Yes, sir.

Q. How long have you been engaged in that business?—A. About thirty years.

Q. How long have you been a contractor?—A. About the same length of time.

Q. In your opinion could that building have been so repaired as to make it safe as a school building?—A. Not without making a great many changes in it.

Q. What would have been the probable cost of making the changes that now lies in your mind as necessary as compared with the cost of a new building of that size?—A. To have made it safe it would have been the cost—the cost would have been within a few hundred dollars of a new building.

By Mr. SHEPHERD:

Q. Explain why it would cost within a few hundred dollars of a new building to make it safe for school purposes.—A. Because those partitions would have to be torn out and the halls arranged differently and made wider, so that they could have gotten out in case of a fire.

Q. Has it been used for a school building all the time since its erection?—A. I suppose it has.

Q. Can't they get out and in as it now is or was before you got a hold of it?—A. In case where there is no excitement they can.

A. J. HARMAN.

Subscribed and sworn to before me this 18th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of D. NOBLE CRANE, witness in support of charges.

Direct examination by Inspector McCORMICK:

Q. What is your name?—A. D. Noble Crane.

Q. What is your occupation?—A. I am superintendent of the Baptist Mission on the Wichita Reservation here.

Q. How long have you been here in that position as superintendent of the school?—A. July two years ago I came here.

Q. Do you know Major Baldwin?—A. Yes, sir.

Q. Have you ever seen Major Baldwin under the influence of liquor?—A. Yes, sir.

Q. Please state when and where.—A. Something like a year ago, at my school; couldn't tell you definitely when.

Q. Is that the only occasion that you ever saw him under the influence of liquor at your school?—A. Yes, sir; that is the only time I ever saw him at my school.

Q. Have you ever seen him at any place else under the influence, or what you considered under the influence of liquor?—A. No, sir.

Q. Do your duties require you to have any business dealings with Major Baldwin?—A. Yes, sir.

Q. Are they conducted pleasantly or unpleasantly?—A. Pleasant.

Q. Is he reliable in his business dealings?—A. I have considered him so.

Q. Did you see the cattle delivered here under the Light contract?—A. I just saw them here on the reservation, where the Major had them, driving them to the river to water, etc. I don't know anything about them.

Q. How many did you see?—A. I couldn't tell; don't know anything about them.

Q. Are you a judge of cattle?—A. I know cattle when I see them, whether they are a good grade or a poor grade, I suppose.

Q. What class of cattle would you call these that you saw?—A. I would say medium grade.

Q. Were they of Arkansas, Texas, or Mexican blood, in your opinion?—A. I couldn't say as to that.

Q. You are not sufficiently versed in cattle to tell?—A. No, sir; I could buy such cattle in Texas.

Q. What would you consider the market value of such cattle as you have described on December 28, 1895?—A. I couldn't say. I don't know what the market was at that time.

Q. What would you consider their value at the time you saw them?—A. That would be hard to tell unless I knew how to compare them to the market at that time. I really couldn't tell you.

Q. Well, did they look like Texas cattle?—A. Some of them; yes, sir. They would grade Texas cattle—a medium grade of Texas cattle.

Cross-examination by Mr. FISHER:

Q. How frequent have you had your meeting with Major Baldwin since you came here?—A. While he has been in his office it has been weekly—maybe twice a week.

Q. How frequently has he visited your school?—A. I think not more than twice.

D. NOBLE CRANE.

Subscribed and sworn to before me this 18th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of WANNA (Comanche) in support of charges.

The witness being shown not to understand the English language, the Government interpreter, John D. Jackson, being duly sworn, interpreted as follows:

Direct examination by Inspector McCORMICK:

Q. What is your name?—A. Wanna.

Q. Where do you live?—A. Comanche Reservation.

Q. Are you a member of the Comanche tribe?—A. Half Mexican and half Comanche.

Q. Ask him if he sold to the Government for issue to Indians any cattle this year.—A. Yes, sir.

Q. Ask him how many.—A. Forty-six head.

Q. Ask him where he got those cattle.—A. Chickasha.

Q. Who he got them from in Chickasha.—A. Mr. Light.

Q. Ask him if he paid Mr. Light the money for them.—A. No, sir; he said he didn't give any money.

Q. Ask him if Mr. Light or anybody paid him any money for bringing them up here and turning them over to the Government.—A. The agent paid money for bring them over.

Q. How much money?—A. \$57.50.

Q. Ask him if he paid any of them money to anyone else to help drive them.—

A. Yes, sir; he said that he got one other man and pay some \$1.50.

Q. Ask him the name.—A. Pearly Whitmore.

Q. Ask him if he remembers any talk between him and the agent about these cattle.—A. Yes, sir; he said he remembers.

Q. Ask him, if he remembers, to tell me now what the agent said to him about the cattle, and what he replied to him.—A. Yes, sir; he said he tell you. Well, he said first time he told him, agent, he said you got any more cattle to put in here; so he said, if you got 50 head more to put here, and he said no, this man, I have no more to put in; all I had I put in long time ago. After that agent told him to go after cattle down to Chickasha; get some cattle. He said he go that way to Chickasha, and when he got there he couldn't find that man, Mr. Light, until in night he see him. He said then he wrote agent a letter; agent wrote letter, and he give that letter to Mr. Light, and then Mr. Light said all right. He said, wait until in the morning, we will go up there and we will round up the cattle, and I get for you what you want. In the morning they went there and round up the cattle, and he got what he wanted, 46 head, and he said he bring them this way and he put in here, beef corral, right here; he said he put in there, beef corral, that day.

Q. John, ask him if he, when the agent told him to go to Light's and get the

cattle, if he asked the agent whether he, the agent, was joking.—A. He says he don't know; he sent me over; he have to go over there, what he say.

Q. Ask him who paid him the \$57.50 for bring the cattle up here.—A. He said the agent, Major Baldwin.

Q. Ask him if he paid him in cash money or check.—A. He said he give me a check.

By Mr. SHEPHERD:

Q. Ask him if he remembers when Mr. Light delivered that big bunch of cattle here, ones and twos?—A. He says he seen the cattle, but he don't know who the cattle belong.

Q. Ask him if he knows a Texas and Arkansas cattle when he sees them?—A. He says he know nothing about it; he says white man know better than he does.

Q. Ask him if the cattle that he delivered that he got from Light was delivered at the time Mr. Craggs delivered some, or just after?—A. He says he don't know nothing about it.

Cross-examination by Mr. FISHER:

Q. Is Pearly Whitmore an Indian?—A. The same as what I am.

By the INSPECTOR:

Q. You ask him that in this conversation that took place between he and the agent in the agent's office, when he says that the agent told him to go to Light and get the cattle, and wrote the letter, did the agent promise him anything if he would do it?—A. He know that—he going to work for a wagon.

Q. Did he tell him that he, the agent, would give him the wagon, or that he could take the money that he made off the cattle and buy the wagon—which, now?—A. He says when you come back, I give you wagon.

WAUNA (his x mark).

Attest:

D. H. KELSEY.

T. F. WOODARD.

Subscribed and sworn to before me this 18th day of December, 1896.

P. McCORMICK, *Inspector*.

I do solemnly swear that I have explained to the Indian above named, and am satisfied that he understands the nature of the above testimony, and that my interpretation of the same has been true and correct.

JOHN D. JACKSON.

Subscribed and sworn to before me this 18th day of December, 1896.

—————, *Inspector*.

Testimony of SAMUEL STRAUSS, witness in support of charges.

Direct examination by Inspector McCORMICK:

Q. What is your name?—A. Samuel Strauss.

Q. Where do you reside?—A. Fort Sill.

Q. What is your occupation?—A. Indian trader.

Q. Are you a licensed Indian trader?—A. Not at present.

Q. Why not? What are you doing on the reservation without license?—A. By order of the Commissioner of Indian Affairs.

Q. Produce your order.—A. I will have to make an explanation in that regard. My license expired on December 4, 1895. On or about October 15 I sent to Major Baldwin a letter asking for blank bonds and blank applications for renewal of license. Up to date I have not heard nor received any of the bonds or applications. I sent to other parties—I can mention the names, if necessary—for blank bonds and applications for renewal of license. I received them; had my bond certified to, and sent them to Major Baldwin by registered mail on or about November 13. I have the return of the register signed by Dr. Wallin, dated November 16, I think, Anadarko, that they were received. Since that time I have heard nothing about my license.

Q. Where is your trading post located?—A. At the subagency at Fort Sill.

Q. You stated that you was here by order of the Commissioner of Indian Affairs. Do I understand by that you mean under your old license or by a recent order? Explain that fully.—A. Under the old license that expired December 4, 1895.

Q. You are still here, then, by reason of that?—A. Yes, sir. In November, 1895, I sent for my application and bond to Major Baldwin; received it, and returned it certified to, for the application of renewal of license—rather, that should have been

renewed December 4, 1895. I was waiting for my license; couldn't get them; couldn't hear from them through the office here. In the latter part of December, 1895, about Sunday night—I think it was December 29—about half-past 10 o'clock, Mr. Burton called up at my room above the store. I was just preparing to go to bed; told me that Major Baldwin would like to see me down in his tent. I told him that was a queer proceeding to come at that time of night, it being Sunday; had been raining very hard; mud over your shoe tops, to wade through it to see him. I asked him if he couldn't wait till morning. He told me it was urgent, and I had better go at once. I went down to the store, put on a pair of arctic overshoes, and lost one before I got 20 rods from the house in the mud. I went to the tent and saw Major Baldwin there, Mr. Burton, Lieutenant Osborne, Andy Conover—the interpreter, I think—a policeman—I think it was Couyer—and some other officer whom I don't know; didn't ask; I did not know. I says, "Good evening, Major Baldwin." He says, "Good evening; sit down." He propped up his feet against a tent stove they had; I sat opposite. I says, "Did you want to see me?" He says, "I will see you in a minute." Then he commenced to tell about eating rattlesnakes, and said they was very good to eat—telling that to the general company. From the way he spoke I thought he had some with him. He says, "I have got something to tell you;" he says, "I don't believe of approving of your license." I asked him why. He says, I was thwarting his interests for the Indians. I asked him to explain what he meant. He said that I was taking Indians, pulling them out of their wagons into the store, and writing letters to the Commissioner of Indian Affairs against him. I told him that I did not speak to any Indian about any letters, much less pull them from their wagons; that I didn't know what the letter was till they had wrote it. I told him my clerk, Mr. Dietrich, who was an expert interpreter, had wrote the letter and sent it to him to be forwarded to Washington through Major Baldwin's office. I further told him that that letter he could not find any fault; it was merely some complaints which they wanted to correct.

They came to me for advice previously to that, and they had a council in which fifty or more were authorized to go to Texas to buy Winchester's and ammunition to kill Captain Baldwin, E. F. Burton, and Cox—W. H. Cox. One of the chiefs, came to me—in fact, two of them stated these facts to me—and wanted my advice. I told them to tell all the Indians to go back to their camps; that they needn't be afraid; Major Baldwin would treat them right, and so would the others that were mentioned, and that Washington would take care of them. He says, "It is a damned lie." Baldwin said that. He says, "That letter never was sent to my office." I says, "It only went this week," and he had been there at Sill most of the week, so certainly he couldn't have had it; by the time you reach Anadarko you will find it. He then says "that I was running that damn, dirty, little sheet at Marlow that is abusing and vilifying him." I told him that is news to me, that I didn't have any interest, direct or indirectly, or was in any ways connected with that sheet, and that I was opposed to any paper coming down to such personalities. He says, then, he heard it from good authority. I asked him the authority. He wouldn't tell it. I said, "It is a lie from beginning to end and you know it." He then says that he sent me a circular in which Indians or white men were not allowed to purchase cattle from the Indians; I paid no regard to that, but purchased through one Bud Chandler. I answered that I hadn't seen that order, and furthermore that I was not concerned with anyone in buying cattle; that I had given the full statement to Mr. Daniels, the subagent—was subagent at Fort Sill at that time; that John Light had given Bud Chandler a check for \$500; Bud Chandler brought that check to me and asked me if I would cash orders to the amount of \$500, the amount of that check, for him. I told Bud Chandler if the check was all right I would certainly do so. I wired to Chickasha and found the check all right. I cashed the orders and told Major Baldwin he fully understood it.

I further stated to Major Baldwin that night, "You thought that Bud Chandler was buying cattle for me, and confiscated his cattle. You did not object to Emmet Cox or George Medara, who were purchasing at that very time and shipping their cattle, driving them through." He made no reply, but stated he would prefer charges against me, disapproving of my license, and would give me a copy of those charges. I have never received any. A week later—on Saturday, January 4—Mr. Burton came into the office, inquired of me that Major Baldwin had sent him to see my license—that is, the one that expired in 1895. I showed it to him. On Sunday night, at 11 o'clock, Mr. Burton came into my room; said he wanted to see—Major Baldwin wanted to see—Mr. Charley Dietrich and myself at once. I went over to his tent. On Monday morning, January 6, grass payment was to begin at the Fort Sill subagency. I went into his tent; found Captain Baldwin,

Lieutenant Saville, E. F. Burton, Andy Conover, and Couyer—that is, the policemen. I think there was an officer there, but I am not acquainted with him; I am not certain. He said, "Good evening," in a rough manner. I said, "You sent for me, Captain. I come over to see what you want." He repeated the same stories about the paper—about the newspaper—about Bud Chandler's cattle, and brought up a hide question, stating that I wouldn't obey his orders about the purchase of hides; that I was obstinate, or, rather, contrary to his wishes; that he had all the traders cowed but me, and "I will have you cowed pretty soon." I told him that wasn't much of a job. He then—Mr. Greene was there, the stenographer, by the way—called on Mr. Greene, told him to put this down, from what was going to commence right then. He was sitting in a chair, with his feet up. He accused me of those different things above stated, and, furthermore, said he had some other charges to make.

He got on to that sheet again, that sheet of paper, Marlow Press; I interrupted him; before I could finish he says, "God damn you, sit down; wait till I get through; then you can talk;" he says, "Whenever I want to find a rascal or an outlaw, he can find them at the red store;" I says, "Whenever you want to find a gentleman you can find him there, too;" he says, "God damn you, I told you to sit down." Finally he commenced accusing me again about this hide question; I says, "Captain, that's false, if you will allow me to explain, I will do so;" he says, "Not, God damn it, till I get through." I sit down; had to; so he finally quit. "Now, he says, "have you got anything to say?" I kept my seat; he says, "Have you got anything to say? Say it now." I says, "Everything that you have uttered and stated you know, without any hearsay, from your own knowledge is false;" says I, "Mr. Green, put that down, that is all I have got to say." He says to Charley Dietrich, he says, "You have been keeping company with a girl here that is going to school for a year or so." Charley replied in the affirmative, stated that I (Strauss) had never knew of a word of it, was unaware, and this was the first information that I (Strauss) had received. He says, "Now, you can go and marry that girl to-night or else leave the reservation in twenty-four hours." Charley Dietrich wanted to explain; he would not permit it; he turned on me again; "I want you to close up your place of business to-morrow; leave the reservation inside of three days;" then he says, "No; you can keep your store open, but you mustn't sell anything; Mr. Burton," he called to Mr. Burton, "see that that order is carried out, if you have to take every police on the reservation." I told Major Baldwin that I would not sell anything to-morrow; that I was well prepared for the grass payment; it would work a very much hardship on me to be deprived of my business at present; asked him why he took occasion to come on a Sunday night at 12 o'clock, which it was then, to inform me of these facts; said it didn't make a damn bit of difference; that he is agent and he is going to run this reservation; that he would file the charges and I could add to it what I chose; so I asked him if I could go; he said, no; keep my seat; he sent Burton after Mr. Paschall, the other trader, with whom I am not on friendly terms, and have not been since he has been a trader on the reservation; he wanted to prove by Paschall that he would pay \$2 for hides if I would have done so; Mr. Paschall could not be found, and Burton come back and so reported, and I left; he sent Andy Conover with Charley Dietrich to get this girl so they could be married that night; the girl's father said he would be there the next morning; next morning Mr. Burton come in; I would state right here that Dr. Wallin was at that last interview I have just stated; Mr. Burton told me that Major Baldwin told him that he wouldn't send no police over there to watch; I told him all right; Dr. Wallin come in later; told me, "I am very sorry for you, Mr. Strauss; that was a very outrageous proceeding; that if Major Baldwin had not been so full, he certainly would not acted that way." That is about the proceeding as far as that goes. I would state further that, in the tent that last night, I told Major Baldwin, says I: "You are surrounded here by your friends and a company of cavalry and you are talking pretty brave;" says I, "You come outside of that inclosure and talk to me that way; I will show you in five minutes who is right and wrong."

Q. These two occasions that you have just spoken of having this interview with Major Baldwin, as I understand it, are only about a week apart?—A. Only a week apart; both Sunday nights.

Q. Did he remain at the subagency during the whole of the week?—A. There and at Fort Sill.

Q. Was Major Baldwin drunk on both of these occasions?—A. He was if ever I seen a drunken man; very much so.

Q. What was his condition during the whole of the week, as far as you saw?—A. I never saw him only those two nights.

Q. And he was drunk on both of them?—A. Yes, sir.

Q. Did you ever have, after those dates you have mentioned, a personal interview with Captain Baldwin about obtaining a license?—A. No, sir.

Q. Did you ever communicate with him in writing as to obtaining the license after those dates?—A. None, except by this last application in October.

Q. Did you ever write to the Commissioner of Indian Affairs for a license?—A. Yes, sir.

Q. Did you receive a reply?—A. Yes, sir.

Q. Have you that reply?—A. I would state on the first occasion, last January, on the 6th, the day that I was closed, I received a telegram from Washington that Major Baldwin had orders to tell me to open; not interfere with me until further orders. He received that message at 2 p. m. He was paying right down at the camp near the store, but I never received such notice until the morning of the 7th. Before I got out of bed Mr. Burton called with the Major's compliments, and told me I could open up. I then went to Washington; I saw the Commissioner of Indian Affairs; he showed me the correspondence that Major Baldwin had forwarded; there were no charges, simply complaints, and made long after I should have had my license. He retained my application and certified bond from November until the middle of January. The Commissioner heard my grievances; told me to come next day for my answer, or his answer. I done as requested. He told me to go ahead; that he didn't want to be contrary to Major Baldwin's wishes, but I should try to get along with him, and not fret or worry him. I told him it is pretty hard to get along with an overbearing, tyrannical drunkard, as he is; that I have always attended to my business; if he wished any references I would give him a good many in Washington, New York, or Philadelphia, or any other place, of parties that had known me several years. Told me to continue my business without the license, and later on he would issue it, but I should go and act in harmony with Agent Baldwin. Last April I sent Major Baldwin an order from a man by the name of McMannis for \$25—that is as far as about the license.

Q. Then, as I understand you, the order of the Commissioner of Indian Affairs was given to you in person?—A. Yes, sir.

Q. To continue business?—A. Yes, sir.

Q. You have been doing business then and are doing it up to this date on this reservation under the verbal orders of the Commissioner, do I so understand?—A. Yes, sir.

Q. Have you applied this fall for a new license?—A. Yes, sir.

Q. Have you received it?—A. No, sir.

Q. Do you know why?—A. Yes, sir.

Q. Please explain it.—A. I have made my application and bond, have a receipt signed by Dr. Wallin, a registry receipt, November 16, for the application and the certified bond; up to the 5th or 6th of December, the same had not been forwarded to Washington. I received a letter from Washington stating that the Commissioner of Indian Affairs had written to Major Baldwin to forward my application and bond, and if he had no further complaints or charges to make, to approve of them.

Q. How do you know that Major Baldwin has not forwarded your application?—A. Because I received that communication dated Washington, the 5th or 6th, I don't remember the date.

Q. Outside of the two occasions that you have detailed, the interviews that you had with Major Baldwin, have you had any business dealings with him?—A. Yes, sir.

Q. Is Major Baldwin not reliable in his business dealings?—A. No, sir.

Q. Why not?—A. This past June, or early in July, a year ago he came down to the store from Anadarko; I happened to be on the porch as he got out of his conveyance. I says, "How do, Major;" I says, "I suppose you made all the traders up there happy" (there had been a payment here); he says, "I don't know or don't give a damn;" I says, "I didn't expect such an answer;" he laughed and says, "I want to see about some brick;" we walked in the store; he says, "Have you got any brick?" I says, "Yes; how many do you want?" he says, "Twenty thousand;" says he, "What will you take for them?" I says, "Do you want me to deliver them?" he says no, he will attend to that; I says \$200; he says, "By God, I won't give it;" I says, "You will not get them, then;" he says, "I can burn them for \$3.50 a thousand;" I says, "If you can, you can do more than anybody else;" so finally he says, "What is the lowest you will take?" I says, "If you don't want all hard bricks, I will make you the 20,000 for \$160." He said he wouldn't give it. About twenty minutes (he left then) about twenty minutes after that he sent me a note, typewritten, that he would take them at \$160; at noon I was at dinner one of the boys come up and said Major Baldwin wanted to see me. I told him all right, I would be down in a minute. So he pulled out a check that I had

given him—I think it was the September before, the fall before; I think, though, it was in January—for school hides; said that he hadn't been to El Reno, and couldn't have it cashed. I told him that I got checks returned from him, one of them had been cashed by Craggs and one, I think, by Fred, that were given since that. I paid him the money for the check. He got the brick then; there was nothing more said about that; that was all he wanted. He used out of the 20,000 brick 13,000. He sent Mr. Yeckley, the blacksmith at the subagency, to see me if I wouldn't release him of the 7,000 balance. I told Mr. Yeckley to tell him that I made a contract with him, and if he wanted to release he could come and see me. Mr. Yeckley came after supper again, and told me that Major Baldwin wanted to be released; if I insisted on it, he would pay for the other 7,000. I told Mr. Yeckley to ask him how it would be if I would have been 7,000 short and should have asked for a release, and to tell him to come over and see me about it. Mr. Yeckley come next day and told me Major hadn't time to come; that he would take it as a favor if I would release him. I told him all right. Last spring I sold him a dozen lantern globes; he tried to get them at Chickasha, at Anadarko, and at Rush Springs; his man Tip Harris came over; wanted to know if I had any lantern globes; I told him yes. He says, "Major Baldwin wants all you have got." I sent him word if one dozen would be enough. I haven't got pay for them yet, \$1.80. There is an Indian woman named Anna—husband's name Tippe conic—was to pay me some money. She come in the store, said, "Mr. Strauss, I can't give you no money." I said, "Why?" She said that Major Baldwin told her to pay no traders. Her son-in-law, Torpo, was present. I says, "I don't believe it." She says, yes, I should go over with her to see Major Baldwin; Torpo heard it; told me the same thing. I sent word to Major Baldwin on a note, stating the fact whether he told this Indian woman not to pay any of the traders. His answer was on the note, that on the contrary he advised them to pay. I read his answer to Anna, and also had it interpreted. She says, "He is a big liar," and insisted upon me going over there with her. I didn't do so. She give me \$10 on account and told me not to say anything.

Q. Mr. Strauss, is Major Baldwin, in his business dealings, pleasant and mild tempered and of even disposition or not?—A. No, sir; he is overbearing and tyrannical, I should judge.

Q. Did you see the cattle delivered here under the Light contract or not?—A. No, sir.

Q. Don't know anything about that?—A. No, sir.

Q. Do you know anything of the building of these Indian houses?—A. I know of them taking their money to pay their houses. Of the building of them, no, sir.

Q. Do you know whether Major Baldwin has withheld large sums of money from Indians to build houses, and whether he has failed to properly account for the same?—A. Yes, sir.

Q. Please state what you know about it.—A. Well, these different Indians stated that Major Baldwin wanted them to deposit \$50 with which to build houses; that they couldn't pay us their accounts.

Q. Can you give a list of those Indians named?—A. Yes, sir. Marcus Poka, O di, Tis e qua vau, Ish de cooney, Tocas pekiyou, At savy, Paddy O Quitop, Henry Wallace, Koe yah, Po ah dour, Wom a we yah, Tar so da.

Q. Did these Indians that you have just mentioned say that these money was withheld by the agent against their consent?

Q. Name the part.—A. Marcus Poco, Koe yah, Wom a we yah, Tis e qua vau; that is about all that I can remember.

Q. How do you know he withheld this money from these Indians; did they tell you?—A. Yes, sir.

Q. Did they have any paper or receipt to show that this much money was deposited with Major Baldwin?—A. No, sir.

Q. Did you ask them if they had?—A. No, sir.

Q. Mr. Strauss, do you know whether Byers Brothers rented grass land or pasture in the neighborhood where you live?—A. Yes, sir.

Q. When; how long ago?—A. They were there in 1895, and I think in the early part of 1896.

Q. Do you know who they leased that land from, under what agent?—A. I think through Agent Day.

Q. Do you know whether they was there as long as a year under Major Baldwin's administration?—A. Yes, sir.

By Mr. SHEPHERD:

Q. Did these Indians you speak of tell you that Major Baldwin told them that the traders could wait for their money?—A. No, sir; they told my clerks.

Cross-examination by Mr. FISHER:

Q. How long did you say you had been personally acquainted with Major Baldwin?—A. Since he came on the reservation.

Q. About how frequently have you met him during that time?—A. Very seldom.

Q. Well, can't you approximate the number of times?—A. I think I have met him here two or three times.

Q. How many times have you met him at the subagency at Fort Sill?—A. I don't think more than three or four times at the furthest.

Q. How many times have you seen him at the subagency at Fort Sill?—A. Probably a half a dozen times.

Q. How many times have you seen him at other places on the reservation?—A. Never.

Q. How many times have you seen him under the influence of liquor?—A. On those two occasions spoken of when he sent for me; December 29 and January 5, Sunday nights.

Q. Have you ever noticed his intercourse with other parties?—A. No, sir.

Q. You don't know how he treats other parties?—A. Only by hearsay, and that wouldn't go.

Q. You stated on examination to the inspector that Major Baldwin had collected large sums of money from the Indians to build houses with and had not accounted for the same?—A. The manner in which I would call it unaccounted for. Of all the collections made last June at the subagency there is not a one that has a house or a piece of lumber yet; that is unaccounted for.

Q. Do you know how many houses were built in that section of that country for Indians during the year 1895?—A. I do not; I know of about 12 being built. I furnished the brick and haven't got the pay for it yet. That is all I know. That is for the flues.

Q. Do you know why you haven't got the pay for it yet?—A. I do. On account of Major Baldwin's unreliability.

Q. Did you state as one of the instances of unreliability on the part of Major Baldwin that you have now stated in answer to the inspector's question?—A. I don't think I did; I think I commenced—you may refer to it.

Q. Do you know what those brick were purchased for?—A. For flues.

Q. Were those the brick that you referred to in answer to the inspector's question of 20,000 brick?—A. No, sir.

Q. Now, did Major Baldwin purchase brick from you for flues from Indian houses, or did the contract purchase them?—A. The contractor.

Q. Who was the contractor?—A. A man by the name of McMannis; he is the one that purchased the brick. There was several contractors. They all settled except McMannis.

Q. What other instances do you now think of of unreliability on the part of Major Baldwin?—A. In answering correspondence and in attending to adjusting things.

Q. Well, give an instance of unreliability of attending to his correspondence.—A. Well, in October I sent up here for my application and bond; have not heard from it. April, 1896, I sent the order from Mr. McMannis, an order to take out of his pay \$25, and to pay over to me for brick furnished in finishing up those Indian houses. Mr. McMannis received pay twice, I think the last time \$300. He come down to Sill; he paid others; lit out, went to Duncan. I have not received my pay yet.

Q. Do you know whether Major Baldwin had received this order?—A. I do.

Q. Of your own knowledge?—A. I think so.

Q. Well, had it or not?—A. I said I thought so.

Q. Do you know how many Indian houses has been built within the jurisdiction of the subagency in the year 1896?—A. No, sir. All I know is as I stated in the previous examination.

Q. Do you travel over the country much in that section?—A. No, sir; very little.

Q. Now, when was the last interview that you had with Major Baldwin in his tent at the subagency?—A. January 5, this year, 1896.

Q. Did you have an interview with him Saturday night, January 4?—A. I don't think I did. I think it was the Sunday before that.

Q. Well, what day of the month was the Sunday before that?—A. The 29th, I think.

Q. Didn't you state on the examination by the inspector that you had an interview with him at his tent on the night of December 29?—A. I did.

Q. And that on the following Saturday night he sent for you and that you had another interview?—A. No, sir.

Q. And that then he sent for you on Sunday again, and that you had another interview with you again on Sunday night, January 5?—A. No, sir.

Q. Now, state again who were present the night of that first interview on December 29.—A. I think it was Lieutenant Osborne, Mr. Burton, Andy Conover, and the man Couyer, a policeman, and I think another officer; I am not certain.

Q. Now, state again who was present on the night of January 5.—A. Lieutenant Saville, Dr. Wallin, E. F. Burton, Andy Conover, that policeman Couyer, and, I think, some other officer. I wasn't acquainted with the officer. Charley Dietrich was there also.

Q. Anybody else?—A. I don't remember.

Q. Wasn't Mr. Greene, the official stenographer, present?—A. Oh, he was there; I stated that.

Q. Did Mr. Greene take down the interview that occurred between you and Major Baldwin on that night?—A. I don't think he did.

Q. Did anybody else take it down in shorthand or otherwise?—A. No.

Q. Did Mr. Greene take down any part of it?—A. I don't think he did.

Q. Didn't you state in answer to the inspector's question that you turned to Mr. Greene and expressly requested him to take it down, some part of that interview?—A. I told him to put that down; I noticed he wasn't taking down nothing, but sitting and listening to us all, and so when Major Baldwin told him to put these things down, he sat facing us.

Q. Now, at the opening of that interview, and about the first words that Major Baldwin addressed to you, were they not as follows: "Mr. Strauss, I told you the other night that I was not going to approve of the renewing of your license, as I felt justified in not approving it, and have forwarded it without my approval?"—A. I don't remember if them were the words.

Q. Well, do you say that those were not the words?—A. I say that I don't remember them were the words.

Q. And then didn't Major Baldwin turn to Mr. Dietrich, your clerk, and address him as follows: "Mr. Dietrich, I have asked you to come down here on the information I have received in the last few hours, that you have seduced one of my Indian girls and still have her under your control?"—A. Words to that effect, as I stated in my testimony.

Q. And is it not true that Mr. Dietrich then and there denied the charges?—A. No; I don't think he did.

Q. Now, isn't it true that Mr. Dietrich went on there and made a statement of his association with that girl, and his intimacy with her, and how long it had continued?—A. I have stated those facts. You read over those facts and you will see it.

Q. Now, isn't it true that that statement was taken down by the stenographer, and afterwards read over to Mr. Dietrich in your presence?—A. No, sir; no, sir; never.

Q. Are you as positive of that fact as of any other that you have testified to this afternoon?—A. I think I am.

Q. Well, are you?—A. I think I am.

Q. Have you stated already all that occurred at that interview?—A. As near as I remember; yes, sir.

Q. Did Major Baldwin during that interview use any gentlemanly language toward you at all?—A. I hardly know how to answer it; he used both, in the way of his rough language and his general language.

Q. In speaking of the unreliability of Major Baldwin in business matters, do you know of any other instances than those you have named?—A. Several.

Q. Name them, and give the names of the parties, if you know, and the times that they occurred.—A. In the October issue, beef issue, and rations, this year, 1896. He told all the Indians previously to this issue to bring in their cattle, he would purchase them. The latter part of September he purchased, I think, 86. I ain't positive of the amount, about 86. Some asked him about the next issue, which was in October. They brought in their cattle. He didn't purchase one, but let Jim Myers furnish the cattle for the issue.

Q. How do you know that fact?—A. Because one Indian named Cardino, that was to put in 10 or 12 head, brought them in, was to pay me on account from what cattle Major Baldwin was to purchase. He came in, I think, the day before the issue—the issue was Saturday—and said the agent wouldn't buy them; they all had to drive them back.

Q. Then all you know about it is what somebody told me?—A. Except my own experience, as previously stated.

Q. Well, how come you to swear positively a few minutes ago that this occurred,

if all you know about it is what somebody told you?—A. Simply because the Indians are not going to bring in 86 cattle for 50 or 60 miles for a joke, and I have every reason to believe that they are telling the truth. On that I base my assertion or statement.

Q. Were you here on issue day?—A. I am speaking of the subagency at Fort Sill. I never come up here.

Q. Well, what is the next instance that you know of?—A. The next instance—it is hearsay, but it comes pretty straight—he told Mr. Quinette that he would pay the grass money on the 2d day of November. Mr. Quinette went on and made his arrangements to get married in December. He had to lose his business during this grass payment or postpone his wedding tour, or the wedding, rather. He missed the grass payment.

Q. Which grass payment do you refer to?—A. I refer to the one just made in December; that is, down to Sill.

Q. Do you know what time the money reached here to make that grass payment?—A. I know nothing about the arrangements here about the agency.

Q. Now, isn't your criticising of Major Baldwin's reliability in business matters and his irregularities in that particular a good deal like the pot calling the kettle black?—A. That may be your ideas; not mine.

Q. How are you as to reliability in business matters?—A. I think I am prompt, and if you wish references to that effect I will give them to you.

Q. Is it not true that you borrowed \$1,000 from the Bank of Minco or from some other person at Minco, made a note for the same, and afterwards pled usury against the note and defrauded the man out of the entire sum, principal and interest?—A. I never borrowed a cent at Minco in my life of no individual, of no bank, of nobody else.

Q. Did you ever borrow any money from a party and give your note for it who sent your note to the Bank of Minco for collection—Indian Territory, I mean?—A. No, sir.

Q. Isn't it true that within the last two or three years you have been sued upon a note for \$1,000 or thereabouts, and that you pled usury against that note and defrauded the payee or the owner of that note out of the entire principal and interest?—A. No, sir.

Q. Have you been in the habit of receiving deposits from Indians and keeping their money for them?—A. Yes, sir.

Q. Have you had any interviews or trouble with Major Baldwin about any deposits that you have had from an Indian?—A. No, sir.

Q. Didn't you have on deposit for an Indian a certain amount of money and refused to pay him when he called for it?—A. No, sir.

Q. The Indian whose money you deposited in the First National Bank of El Reno, and then while it was suspended for a while you told him he couldn't get the money unless the bank paid it?—A. I never had a nickel in the First National Bank of El Reno in my life.

Q. Well, did you deposit in any of the banks at El Reno Indian money?—A. Yes, sir.

Q. Which bank?—A. The Stock and Exchange Bank.

Q. Has that bank ever stopped payment at any time?—A. Never.

Q. How many different Indians' money have you deposited there?—A. Only one.

Q. Name that Indian.—A. Pad ey eker.

Q. What amount?—A. Seven hundred dollars.

Q. Well, did you ever deposit any more money for him at that place at any other time?—A. No, sir.

Q. What are your feelings toward Major Baldwin, friendly or unfriendly?—A. As Agent Baldwin, I respect him, but as Captain Baldwin I have got no use for him; I don't think Mr. Fisher would have after going through what I did.

By the INSPECTOR:

Q. In receiving the money from the Indians on deposit and to keep for them, do you give them anything to show, in the shape of a receipt or otherwise, that you have that money for them?—A. Any Indian leaving money there over \$5, I will say, I give him a duebill on demand of what he deposits with me, signed by me, and any moneys withdrawn is indorsed on the back.

Q. Mr. Strauss, will you please look at this letter, dated November —, 1896, mailed at Chickasha, addressed to the honorable Commissioner of Indian Affairs or Secretary of the Interior, and signed by S. P. Milbury, and state whether you know the handwriting in the body of the letter, or the signature, or any such man in this reservation or surrounding country.—A. No, sir; I don't recognize or know the handwriting or the signature.

Q. Did you ever see that letter prior to the time that I showed it to you, before this investigation commenced, and asked you if you could inform me who that man was?—A. No, sir.

Q. Mr. Strauss, how many traders are at the Fort Sill subagency?—A. Three.

Q. Do you know how the Indians who deliver wood at the subagency and the Fort Sill School are paid for the same—whether in check, or by cash, or how—in 1896?—A. For the Fort Sill School Mr. Cox gives them an order that they have 5 cords of wood; that is the only way it is paid there—in orders. The orders are sent to the other two traders, Mr. Paschall and Mr. Quinette. The wood delivered at Fort Sill military post, the orders are given in the same manner, and paid by Quinette and Paschall, the other two traders.

Q. When an Indian is settled for his wood, is the order given to him or is it sent to the trader?—A. It is given to him, to the Indian, with instructions to go to these two traders.

Q. How do you know that they are instructed to go to the other two traders?—A. Several of the orders came to me; the Indians said it was too far to go to Quinette's, and wanted to know if I couldn't give them the money; I told them no; I would see Mr. Cox, the superintendent; I saw him the next day and he explained it.

Q. Did you see the orders?—A. Yes, sir; I seen several of them.

Q. Can you state from the orders which you have seen whether there was anything on the order to show that the Indian can't bring it to you as well as Quinette or Paschall?—A. No, sir.

Q. Why, then, can't you take that order up and pay the Indian the money on it, as well as Paschall or Quinette, if it is not directed to Paschall or Quinette?—A. They had orders from Mr. Cox to take those orders to Mr. Quinette and Paschall, and get the money there.

Q. Did Mr. Cox tell you this himself?—A. Yes, sir.

Q. Did you ask him for any reason?—A. Yes, sir.

Q. Please state his reason.—A. He informed me that Captain Baldwin had told him to take the orders to Mr. Quinette; that he had made arrangements with Quinette to cash those orders. Probably three weeks ago orders come in to me, I think for 20 cords of wood, by three different Indians. While they produced those orders Mr. Cox came in; he told them they could take them to Paschall, and he would cash them. I asked Mr. Cox how it come that Paschall was cashing those orders now. He laughed, and said Burton gave him instructions that he could take them to Paschall, and he would cash them.

Q. Are the beef orders managed in the same way—beef orders for Indians?—A. Yes, sir.

Q. Has Mr. Quinette any cattle on the Kiowa and Comanche Indian Reservation? If so, how many?—A. Between 2,000 and 3,000, I think.

Q. How do you know?—A. His different cowboys trade with me, and very often speak about cattle; he ships every year; and in general conversation.

By Mr. SHEPHERD:

Q. Why are you and Paschall not on friendly relations?—A. He used to be my clerk, and I discharged him for certain reasons.

SAM'L STRAUSS.

Subscribed and sworn to before me this 18th day of December, 1896.

P. MCCORMICK, *Inspector*.

Examination adjourned until 9 a. m. December 19, 1896.

Hearing resumed at 1.30 p. m. December 19, 1896, pursuant to adjournment, after the testimony of Laurette E. Ballew, Maryetta Reeside, H. C. Holloway, and A. S. Dingee was taken for the defense upon agreement of parties and consent of the inspector.

Testimony of PEARLY WHITMORE (Comanche) in support of charges.

Direct examination by the INSPECTOR:

Q. What is your name?—A. Pearly Whitmore.

Q. Where do you reside?—A. I live at Little Washita, on the Kiowa Reservation.

Q. Are you an Indian?—A. Yes.

Q. Did you go with Wanna, an Indian, to Chickasha, to see Mr. Light about getting any cattle from him?—A. Yes, sir.

Q. Did you—did Wanna get the cattle from Light that you went after?—A. Yes, sir.

Q. How many head?—A. Forty-six.

Q. Did you help him drive them to Anadarko?—A. Yes, sir.

Q. Did Wanna—do you know whether he bought the cattle from Light or not?—
A. I don't know; agent just give us notes; it was in an envelope, and we go down there and gather up the cattle, 46 head of heifers.

Q. Do you know how much money Wanna got for bringing the cattle up here?—
A. He pay him \$57.50.

Q. How much did you get?—A. Wanna he give me \$7.

Q. Pearly, were you at the Lime Creek council?—A. No, sir.

By Mr. SHEPHERD:

Q. Didn't Major Baldwin promise Wanna a wagon for bringing those cattle up?—A. Yes, sir; that is what he told me, Wanna told me.

PEARLY WHITMORE.

Subscribed and sworn to before me this 19th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of KE AH BONE (Kiowa) in support of charges.

Direct examination by Mr. SHEPHERD:

Q. What is your name?—A. Ke ah bone.

Q. What tribe?—A. Kiowa.

Q. Do you live on this reservation?—A. Yes.

Q. Did you give Major Baldwin any money to build a house?—A. Yes, sir.

Q. How much?—A. Fifty-four dollars.

Q. Did Major Baldwin ask you to give it to him?—A. Yes.

Q. When did you give agent this money?—A. The payment before this last one.

Q. Did you owe C. A. Cleveland & Co. any money?—A. Yes.

Q. Did you pay them?

The witness being shown not to understand the English language sufficiently to testify further, John D. Jackson, the Government interpreter, being duly sworn, interpreted as follows:

A. He says he pay part of that money this last payment except \$4.

Q. Ask him if he paid what he owed Cleveland last June?—A. He says, "I don't pay any last payment in June. Went to Mr. Cleveland and told him I couldn't pay him. I couldn't pay him 5 cents now, because I know the Government going to have some lumber for the Indian houses, and I was going to use this money for that purpose and I pay you what I owe you next grass payment." He says, "He see Mr. Cleveland nod his head and he thought that be all right."

Q. Ask him who told him the Government going to have lumber.—A. He says he heard that the Government going to have some lumber for Indian houses, and he says he come to the office and meet John Jackson, and he ask him if the Government going to have lumber for Indian houses, and he told him that is true; then he says as soon as he find out that is true he just put that money for that purpose.

Q. Didn't you tell Mr. Cleveland that Major Baldwin said for you to build a house and let the traders wait for their money?—A. He says he never heard the agent say anything like that; he says he heard it only on the outside, not in the office; heard the Indians say on the outside; when he hear about that he decide to have a house rather than a tepee; he like to have a house very much; that is the reason that he didn't pay.

Q. Ask him if his house has been built.—A. No.

Q. Ask him if he didn't hear that he was going to be taken to El Reno when he was summoned here.—A. He says policeman come down and told him that inspector want him over here.

Q. Ask him if some of the Kiowas wasn't talking about this matter and thought they were going to be taken to El Reno.—A. He says he don't hear anything about El Reno.

Q. When did you get to Anadarko?—A. Tuesday.

By the INSPECTOR:

Q. Ask him who he paid his money to, who he gave it to.—A. Agent.

Q. Ask him if he has a receipt for his money.—A. He says he took his ticket and he thought he put the letter "H" in it.

KE AH BONE (his x mark).

Attest:

D. H. KELSEY.

F. A. FISHER.

Subscribed and sworn to before me this 19th day of December, 1896.

P. McCORMICK, *Inspector*.

I solemnly swear that I have explained to the Indian above named and am satisfied that he understands the nature of the above testimony and that my interpretation of the same is true and correct.

JOHN D. JACKSON.

Subscribed and sworn to before me this 19th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of SE LO (Kiowa), witness in support of charges.

Direct examination by Mr. SHEPHERD:

The witness being shown not to understand the English language, John D. Jackson, the Government interpreter, after being duly sworn, interpreted as follows:

Q. What is your name? What tribe, and where do you live?—A. Selo; Kiowa; he live on this reservation.

Q. Ask him if he gave Major Baldwin any money to build a house last payment for this.—A. No, he never give any money to agent for house at all.

Q. Ask him if he paid Mr. Cleveland last June what he owe.—A. He says he didn't pay it all at that time. He says he owe some money at other store, and pay half of it there and half Cleveland. But he said he did pay the rest of the money to Mr. Cleveland this payment.

Q. Ask him if he didn't tell Mr. Cleveland last June the reason he couldn't pay him was that he was building a house.—A. No; he says he never told Mr. Cleveland.

By the INSPECTOR:

Q. Ask him if he has got a house.—A. No.

Q. Ask him if he is going to build a house.—A. He says he didn't have the money for the house.

Q. Ask him where he lives. Does he live in a tepee or in a house?—A. He says he have a dugout and a tepee.

SE LO (his x mark).

Attest:

D. H. KELSEY.

F. A. FISHER.

Subscribed and sworn to before me this 19th day of December, 1896.

P. McCORMICK, *Inspector*.

I do solemnly swear that I have explained to the Indian above named and am satisfied that he understands the nature of the above testimony and that my interpretation of the same is true and correct.

JOHN D. JACKSON.

Subscribed and sworn to before me this 19th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of BIG TREE (Kiowa) in support of charges.

Direct examination by Mr. SHEPHERD:

The witness being shown not to understand the English language, John D. Jackson, the Government interpreter, after being duly sworn, interpreted as follows:

Q. Ask him his name, what tribe, and where he lives.—A. Big Tree; he live over at Rainy Mountain; is a Kiowa.

Q. Ask him if he give Major Baldwin any money to build a house last June.—A. He says he give some money to the agent about a year ago, \$50, and he says he have a house already.

Q. Ask him if that is the reason why he didn't pay Mr. Cleveland what he owed.—A. Yes; he says that is the reason he didn't pay.

Q. Ask him if Major Baldwin or Mr. Long didn't ask him for the money.—A. He says he never heard anything, the agent say anything, ask him for money, but he heard it among the Indians, to put up money for houses, and he just come and give that money to the agent. Because he ask Sandle conke if that was true.

Q. Ask him who Sandle conke was.—A. He is a Kiowa man named Sandle conke.

Q. Ask him if Sandle conke wasn't judge at that time before Major Baldwin.—A. He says he used to be work here in the office, and he told me that that is so, so he went back to the agent and give him the money.

Q. Ask him why he gave Major Baldwin this money when he owed the traders instead of paying them.—A. Well, he says he thought he could pay them after,

because he see the Government furnish lumber, and he thought it good time to get a house, and he would pay them the next payment.

Q. Ask him if Long, farmer, ever said anything to him about leaving this money and building the houses.—A. No; he says he never did.

Q. Ask him if his house was built.—A. Yes; he said his house was built.

Q. Ask him when.—A. Last spring.

Q. What time last spring?—A. He says he don't know like the white man about the month, but he says it was in the spring, because he saw the trees begin to open.

Q. Ask him if he knows who told these Kiowas who have been subpcnaed here that they was going to be taken to El Reno.—A. He says he never heard that; he says he don't know.

Cross examination by Mr. FISHER:

Q. Did you ever hear Major Baldwin say anything about putting up Indian houses or about the Indians contributing money toward building those houses, except in the Indian council and generally from his talking at that time?—A. He says he hear the agent say in a big council that the Government going to have lumber to build houses, and those Indians that didn't have no houses to get out their money and have houses.

Q. Did you ever hear of Major Baldwin saying "put up your money for these houses and let the traders wait or go?"—A. He says he never heard him say anything.

Q. Did you ever hear Major Baldwin say or hear of his saying or advising any Indian not to pay his debts?—A. He says he never heard anything; never heard anybody say nothing outside, and never hear the agent say it.

Q. Isn't it a fact, so far as you have heard, that ever since Major Baldwin has been here that he has advised the Indians to pay their debts and to get out of debt as soon as they could?—A. He says he heard the agent talk to him about it. The agent told him to pay all the debts in the stores here, and try to keep—not trade a great deal with them; just enough so he can pay; says the agent told him.

Q. Isn't it a fact that in an Indian council, just before a \$60,000 payment was made, that Major Baldwin told them that they were making a big payment, and that he wanted them to get out of debt?—A. He says he heard the agent, or, he says, the agent have Lucious and go around and tell all the Indians; the agent says pay all the debts you can, pay all your debts; commission say so and I say so; I don't want you to owe but what you can pay. He says he forget to tell you something; when the agent sent Lucious to tell Indians to pay their debts, he say that when white man owe something they go there and get the best horses they have; that is the white man's rule.

Q. When was this, now, that he did this?—A. He says before payment he told all the Indians; he says Lucious read a letter for the Indians.

Q. Ask him if he remembers the time when the big payment was made.—A. Yes; he says he does.

Q. Well, when was that; how long ago?—A. He says he don't know what month or what day; but he says he know it was in the winter time. He says he don't know exactly how long ago; last winter time.

Q. Isn't it true that Major Baldwin has advised the Indians to pay their debts repeatedly and just before he made these payments?—A. He says the agent got that letter before payment and send Lucious outside to all Indians outside, and told all Indians before he make his payment.

Q. Do you live in the house that was built last spring?—A. He says as soon as he got his house he went into his house, and is living in his house to-day.

Q. Did you ever live in a house before?—A. No, sir.

Q. When did you first have your land fenced and commence plowing to raise crops?—A. He says twenty-two years ago he plowed the ground first time at Fort Sill; then he says he moved from Fort Sill over to the Hog Creek, come together on the Washita, and found there a little piece of ground, seventeen years ago; then when he moved from here he went up to Rainy Mountain Creek and took the land there, and been living there till to-day, sixteen years. He says he been farming that place; he says don't think he too heavy; sometimes he get hold of a plow and raise sometime good corn, sometime a strip of cane.

By Mr. SHEPHERD:

Q. Ask him why he didn't do like Major Baldwin told him, and pay his debts before he built his house.—A. He says he went trade on Mr. Cleveland's store and Mr. Brown; says he went and pay Mr. Cleveland every time, every payment, all what he owed, except the last three years; says he hardly have time to come over here, live at Rainy Mountain all the time; then, he says, Mr. Brown have him to come

over here once try to get his money, and he didn't have the money; he have to sell some of his cattle to pay him; then he says the last payment he give the agent. He says the agent told the Indians he have to pay their debts, and he went to Mr. Cleveland, and he give him \$10; he says that is all he can give Mr. Cleveland, \$10.

Q. Ask he if he didn't want to sell cattle and pay Mr. Cleveland, and Major Baldwin wouldn't let him; if he didn't agree to give him the cattle.—A. He says he went to Mr. Cleveland and told Mr. Cleveland, he says, "Mr. Cleveland, my friend, I owe you some money, and I got some cattle; I like to pay you with the cattle." Mr. Cleveland told him that is all right, but he wanted Mr. Cleveland come and get them himself; he wouldn't agree to that.

Q. Didn't the Major Baldwin at that time issue an order prohibiting the Indians from selling the traders without an order from him?—A. He says he heard that time the agent don't allow no white man to go and trade with the Indians, take their cattle and horses; said he heard that, except they have an order from the agent.

By the INSPECTOR:

Q. Ask him if he told Miss Reeside and Miss Ballew that Major Baldwin drank too much?—A. He says he never say a word to those ladies.

BIG (his x mark) TREE.

Attest:

H. KELSEY.

C. M. FECHHEIMER.

Subscribed and sworn to before me this 19th day of December, 1896.

P. McCORMICK, *Inspector*.

I do solemnly swear that I have explained to the Indian above named, and am satisfied that he understands the nature of the above testimony, and that my interpretation of the same is true and correct.

JOHN D. JACKSON.

Subscribed and sworn to before me this 19th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of DOW E BY (Kiowa), witness in support of charges.

Direct examination by Mr. SHEPHERD:

The witness being shown not to understand the English language, John D. Jackson, the Government interpreter, after being duly sworn, interpreted as follows:

Q. What is your name, tribe, and where does he live?—A. Dow e by; he says he is a Kiowa; he live on this reservation.

Q. Ask him if he paid Major Baldwin any money to build houses last June, any time.—A. He says he never put any for the house; he went and bought himself the lumber, and the Government have a man him to build his house.

Q. Did you not tell Mr. Cleveland at Rainy Mountain the reason he couldn't pay was because he was going to build a house?—A. No; he says he don't know he ever tell him.

DOW E BY (his x mark).

Attest:

H. KELSEY.

F. A. FISHER.

Subscribed and sworn to before me this 19th day of December, 1896.

—————, *Inspector*.

I do solemnly swear that I have explained to the Indian above named and am satisfied that he understands the nature of the above testimony, and that my interpretation of the same is true and correct.

JOHN D. JACKSON.

Subscribed and sworn to before me this 19th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of MOSSAPE (Kiowa) in support of charges.

Direct examination by Mr. SHEPHERD:

The witness being shown not to understand the English language, John D. Jackson, after being duly sworn, interpreted as follows:

Q. What is your name, what tribe, and where do you live?—A. Mossape; I am a Kiowa; I live on this reservation, Mount Scott.

- Q. Ask him if he paid Major Baldwin any money to build a house.—A. Yes.
 Q. How much?—A. Fifty dollars.
 Q. Ask him if Major Baldwin didn't ask him for this money.—A. No; he says he didn't hear the agent himself. He says he heard the Indians talk about it, and he come back here and found the agent with Jackson in his office and gave him the money.
 Q. Ask him if he owed Mr. Cleveland.—A. Yes.
 Q. Ask him if he paid what he owed.—A. He didn't pay him the last payment.
 Q. Ask him if he was a policeman when he gave this money to Major Baldwin.—A. Yes.
 Q. Ask him if he didn't tell Mr. Cleveland the reason he couldn't pay him was Major Baldwin wanted the \$50 and if he didn't give it he was afraid he would be discharged.—A. He says he didn't told Mr. Cleveland. He says Mr. Cleveland told him that I heard you put \$50 over there before he say anything. He says agent didn't say anything to him.
 Q. Ask him if he didn't tell Mr. Cleveland the reason he couldn't pay him.—A. He says he didn't tell Mr. Cleveland any reason why he didn't pay him.
 Q. Ask him what he said to Mr. Cleveland when Mr. Cleveland asked him to pay.—A. He says when Mr. Cleveland ask him, "I pay you next payment."
 Q. Ask him if he has got a house yet.—A. No.
 Q. Ask him if he wanted to pay Mr. Cleveland.—A. Yes; he says he willing to pay as soon as he got the money.
 Q. Ask him why he didn't pay at the June payment.—A. He says that payment he put the money here for the house.

By Mr. FECHHEIMER:

- Q. Isn't it a fact besides owing Cleveland, don't you also owe Craggs and Brown?—A. Not any Mr. Craggs; some Mr. Brown.
 Q. Ask him if he didn't pay Craggs this last payment.—A. Yes; he says he pay Mr. Craggs this last payment.
 Q. Now, if he had taken this \$50 that he put up for a house he couldn't have paid all of them that he owed?—A. He say he couldn't pay all his debts with the \$50.

By the INSPECTOR:

- Q. Ask him if he has got a receipt for his money.—A. He says when he give the money to the agent he took his book and got his name.
 Q. Ask him did he go of his own accord and give the agent \$50 to put in his house.—A. Yes.
 Q. Nobody told him at all?—A. No; he says nobody told him; says he heard all the Kiowas talk about it.

MOSSAPE (his x mark).

Attest:

D. H. KELSEY.
 F. A. FISHER.

Subscribed and sworn to before me this 19th day of December, 1896.

P. McCORMICK, *Inspector*.

I do solemnly swear that I have explained to the above-named Indian, and am satisfied that he understands the nature of the same, and that my interpretation of the same is true and correct.

JOHN D. JACKSON.

Subscribed and sworn to before me this 19th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of HENRY TSOODLE (Kiowa), witness in support of charges.

Direct examination by Mr. SHEPHERD:

The witness being shown not to understand the English language, John D. Jackson, the Government interpreter, after being duly sworn, interpreted as follows:

Q. Ask him his name, tribe, and residence.—A. Henry Tsoodle; live on this reservation; he is a Kiowa.

Q. Ask him if he paid Major Baldwin any money to build a house.—A. He says he saw the Indians had built a good many houses, and he says he went to the agent after he got his payment himself, says he told the agent he wanted a house, and gave him \$50.

Q. Ask him if he owed the traders some.—A. Yes; he says he owe some to Mr. Cleveland.

Q. Ask him if Major Baldwin didn't tell him to pay the traders.—A. Yes; he says he never heard the agent say so himself, but he heard the Indians talk about agent say pay their debts, but he says he wanted a house so bad so he didn't pay what he owed. He says now this last payment he pay some money, part of it, to Mr. Cleveland; paid just what he have, he says; he didn't pay all, but just what he have.

Q. Ask him if Mr. Cleveland didn't ask him to pay what he owed at the June payment.—A. He says he told Mr. Cleveland he going to build a house; he give some money that time; he says Mr. Cleveland don't say anything, don't ask him any more; he says he a very good friend of Mr. Cleveland; been trading with him a long while.

Q. Ask him if Mr. Long, farmer, didn't tell him to pay Major Baldwin \$50 to build a house and let the traders wait for their money.—A. He says Mr. Long never said nothing to him; he says he heard him—he heard the Indians talk themselves about agent going to build houses, so he come himself and give the agent \$50.

Q. Ask him if he has got a house built.—A. He says he didn't got his house yet.

Q. Did you tell Mr. Cleveland yesterday that you heard you were going to be taken to El Reno?—A. He says he heard something at his home about going to take some to El Reno, but he says he don't know who it is.

Q. Didn't you tell Mr. Cleveland yesterday that the Kiowas were mad because they thought they were going to be taken to El Reno, and that you was going to have a council and kick against Craggs and Brown and Cleveland?—A. He says Mr. Cleveland ask him if the Kiowas mad because they going to take them to El Reno, and he says, I guess so, I guess some of them mad because the things not going very good; for himself, he says he not mad.

Q. Ask him if he didn't tell Mr. Cleveland the Kiowas were going to kick against the traders.—A. He says he never tell him.

Q. Ask him if, when he was standing by the stove yesterday in Cleveland's store, he didn't say that Kiowas were going to kick against the traders.—A. He says Mr. Cleveland ask him if the Kiowas were feeling bad, and he says I don't know, I think so; I am afraid they going to kick against this.

HENRY (his x mark) TSOODLE.

Attest:

D. H. KELSEY.

F. A. FISHER.

Subscribed and sworn to before me this 19th day of December, 1896.

P. McCORMICK, *Inspector*.

I do solemnly swear that I have explained to the Indian above named and am satisfied that he understands the nature of the above testimony, and that my interpretation of the same is true and correct.

JOHN D. JACKSON.

Subscribed and sworn to before me this 19th day of December, 1896.

P. McCORMICK, *Inspector*.

Examination adjourned until 9 a. m. December 21, 1896.

Examination resumed pursuant to adjournment at 9 a. m. December 21, 1896.

Testimony of TO KA MOTES (Kiowa), witness in support of charges.

The witness being shown not to understand the English language, John D. Jackson, the Government interpreter, being first duly sworn, interpreted as follows:

Direct examination by Mr. SHEPHERD:

Q. What is your name and tribe?—A. To ka motes; Kiowa.

Q. Ask him if he paid Major Baldwin any money to build a house.—A. Yes, sir.

Q. How much?—A. One hundred dollars.

Q. Ask him if he owed the traders any at that time.—A. Yes, sir; he said he got some in the stores.

Q. Ask him if he paid the traders what he owed them.—A. He said he paid some of them.

Q. Ask him who he paid, and how much he paid them.—A. He said he pay Mr. Cleveland \$50.

Q. Ask him if he paid anybody else.—A. He said he pay some Mr. John Craggs.

Q. Ask him if he owed Mr. Brown any.—A. Yes, sir.

Q. Ask him why he didn't pay Mr. Brown.—A. Well, he said because he didn't got enough to pay all his debts.

Q. Ask him if Major Baldwin didn't tell all the Indians before the payment

that he wanted them to pay their debts.—A. He said agent told Indians; he said if you got enough to pay all your debts; and he said, of course if you ain't got enough to pay debts you pay him some next time.

Q. Ask him if Major Baldwin asked him if he paid all his debts when he deposited this money.—A. He said he didn't told me that way; but he said these traders, your good friends, and if you got enough to pay all your debts, you just pay them.

Q. Ask him if Major Baldwin asked him for this money.—A. Well, he said he didn't ask him to put money in, but he said I want a house, and I thought I see about that and put the money in, and he said when I got the money I just go in there and put the money in for the house.

Q. Ask him how he found out he could get a house.—A. Well, he said he hear about the Government going to give them lumber, and if the Indian put money in they get house; that is the way he hear.

Q. Ask him who told him.—A. Well, he said, while I live on Rainy Mountain, he see some of them put money in and they got house already at that time, and he thought it be better to get a house.

Q. Ask him if he didn't tell Mr. Brown that he deposited this money because he was afraid he would make Major Baldwin mad if he didn't, and he would rather have the traders mad than the agent.—A. Well, he said he don't think anything wrong about he going to get house, and he said he want house, and he said I want a house myself, and that's why I put money in; I ain't afraid nobody, he says.

Q. Ask him if he didn't tell Mr. Brown that he was afraid he would make Major mad.—A. He said he don't know anything about it; he never said that.

Q. Ask him if he isn't a friend of Major Baldwin.—A. He said both of them same way; my friend both same way, Mr. Brown and agent.

Q. Ask him if the Kiowas haven't been talking, and agreed to stand by the Major.—A. Well, he said he don't know about that.

Q. Tell him to answer whether they did or not.—A. Well, he said he hear some time Indian talking about the agent, and he said the agent, we love him, we agreed to agent; he just hear it amongst the Indians.

Q. Ask him if the Major didn't give them a beef Saturday.—A. Yes, sir.

Q. Ask him if he has a house yet.—A. No, sir.

Q. Ask him when he left this money with the agent, and why his house ain't built.—A. He said last June he put money in, and he said because the lumber not get here; that is all he know.

TO KA MOTES (his x mark).

Attest:

W. H. KELSEY.
F. A. FISHER.

Subscribed and sworn to before me this 21st day of December, 1896.

P. McCORMICK, *Inspector*.

I do solemnly swear that I have explained to the Indian above named, and am satisfied that he understands, the nature of the above testimony, and that my interpretation of the same is true and correct.

JOHN D. JACKSON.

Subscribed and sworn to before me this 21st day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of JOHN D. JACKSON (Kiowa), witness in support of charges.

Direct examination by Mr. SHEPHERD:

Q. What is your name?—A. My name is John D. Jackson.

Q. Are you an Indian?—A. Yes, sir; I am a Kiowa.

Q. What is your business?—A. I am interpreter here for agent.

Q. Have you been talking with the Indians about this examination and what the Indians were brought here for?—A. I just told them what they here for.

Q. Did anyone tell you to talk with them about what they were here for?—A. No; didn't anybody tell me about this. Just told me to tell the Indians what they here for. You sert for them. That is all I know.

Q. How did you know what the Indians were here for?—A. Well, Frank Farwell he got note, and he told me to tell the Indians to come here—those he got name on—and he said inspector want to see him—those Indians—and he said right here at this office, he says that is where they come, and that is the way I told them Indians.

Q. Did Frank tell you what the Indians were coming here for?—A. No, sir; he didn't told me. He just told me—

Q. Did you talk to Major Baldwin about what the Indians were here for?—A. No; he didn't told me, Major Baldwin.

Q. John, haven't you been talking with the Indians and telling them to stand by the Major and be his friend in this investigation?—A. No, sir; I didn't say it that way.

Q. Well, how did you say it?—A. Well, I just say this way. We are Indian and we don't know how to read, and we got weak mind, and we are weak. We don't know anything about the white man's way. I say we just like little children, and I say we ought to learn by white man ways. If any white man tell us anything, straight roads, honest ways, we go that way; but if any white man he not honest man, we not follow that man. That is all I say. I say that way.

Q. Did you tell them that Major was an honest man, follow him?—A. No, sir; I not tell them that way.

Q. Did you say anything about the Major?—A. No, sir; not that time.

Q. Which time was it you did talk about the Major?—A. I don't know; we not talking about the Major; I don't know that.

Q. Where was you at when you had this talk about white man's ways and so on?—A. That time was a long time ago; that time up to Rainy Mountain.

Q. Was that at the last payment?—A. Yes, this payment; but I don't know anything of this at that time. Indians just talking and I thought I just say a little word to Indians.

Q. John, how did you happen to think about making that kind of a speech to them at that time?—A. Well, they just talking about the Indian ways.

Q. Who was you talking to? Give the names.—A. Let me see; those are just Rainy Mountain Indians.

Q. Tell who they were.—A. Let me see; Go to mone, Tsa saw, Ah peah tone, Little Robe, and Little Bow, Hoan ti ke, and Going tike. I think Ko ta and Gou chat, Que low; that is all I know about.

Q. Did you do this talking in a house or in a camp?—A. I was there where we camped.

Q. Whose camp was that?—A. Major Baldwin's camp, and I thought I go see my brother; I got one brother up there; I thought I go see my brother and stay there little while.

Q. What were those Indians doing at the Major's camp?—A. I not seen an Indian in there.

Q. You was talking with them, wasn't you?—A. No; I just told him I go to see my brother. And he says, all right, and I just go that a way.

Q. You said a while ago you had this conversation at Major Baldwin's camp; now you say it was somewhere else. Where was it?—A. I see them in my brother's tepee. The first time I thought you say where I stay; I say I stay at Major Baldwin's camp.

Q. How far was your brother's tepee from Major Baldwin's camp?—A. I don't know how far; maybe a quarter of a mile.

Q. What were all those Indians doing in there?—A. Well, when I got there, I go in there, and my brother in there himself, and after awhile Mr. Hicks come in there, the Baptist missionary, and he said, you tell your brother and call Indians and we have prayer meeting, just a little while. Well, my brother he call some Indian, and after awhile some of them come in, and we had prayer meeting; we had singing and we had prayer.

Q. Was that before these summons were issued?—A. I didn't hear about that.

Q. When was that; what day, or night; how long ago?—A. That was Saturday night, I think.

Q. How many days ago?—A. I think about seventeen days ago.

Q. Did any white man, or any Indian, or Major Baldwin, tell you to go over there?—A. No, sir; nobody tell me about it.

Q. Wasn't that before the Indians were told to come here and testify about their houses?—A. Way back before.

Q. Now, then, when was it you had the conversation after they were told to come in?—A. I don't know about that.

Q. Did you have another conversation with the Indians about what they come in for?—A. No; I don't know.

Q. Didn't you talk with the Indians about what they were going to tell about their houses?—A. No; I didn't tell them.

Q. Did any white man talk to you about what the Indians were going to tell about the houses?—A. No; I don't know any white man told me that.

Q. Do you know about when the inspector came—Mr. McCormick?—A. Yes, sir; I seen him the first time he came here.

Q. How long was it after that before you knew what he was here for?—A. Well, since we come back here from Fort Sill; that time he give note to Mr. Farwell, and he says, "Send after Indians to come in here."

By the INSPECTOR:

Q. Were you in the agent's office and interpreted to Wanna that he must carry a letter to Light for cattle?—A. Yes, sir.

Q. What did the agent tell Wanna?—A. Well, agent said, "You tell this man I write letter, and let him take it to Chickasha, Mr. Light, that man's name Mr. Light, and give this letter, and he show you cattle, in his pasture somewhere, and you just pick them up yourself;" and he said, "You get good ones, good heifers, when you bring them cattle here, after that, you come here to this office, and I pay you money, \$57.50, and if you want to you buy wagon, and if you want to put money in here, \$45, I get you wagon."

Q. Did you see him when he come back?—A. No, sir; I didn't see him.

Q. You didn't see him get the money?—A. No, sir; that time I don't know.

Q. You don't know whether he got the money or not?—A. No; I don't know.

Q. How many cattle did he tell him to bring?—A. Forty-six head.

By Mr. FISHER:

Q. Didn't Major Baldwin have you ask the Indian if he had any cattle to put in to sell to the Government?—A. Yes. First he asked him if "You got more heifers to put in here to issue Indians?" and he said, "No; all I got heifer I put already; they issued already."

Q. And then didn't he ask him, "Why don't you go and buy cattle like white man does?"—A. Well, he said "This heifer you put in here before this I pay you money already." He said, "Did you buy some cattle?" and he said he going to try; that mean he got one heifer; he sold it long time before that.

Q. Now, is that all that was said, John?—A. I think that is all I know about.

JOHN D. JACKSON.

Subscribed and sworn to before me this 21st day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of R. E. L. DANIEL, witness in support of charges.

Direct examination by the INSPECTOR:

Q. What is your name?—A. R. E. L. Daniel.

Q. Are you employed at the Kiowa Agency; if so, in what position?—A. I am employed at the Kiowa Agency, in the position, as shown by the roll book, store-keeper, issue clerk, and inspector.

Q. How long have you been employed on the Kiowa Reservation?—A. I arrived here on the 27th of October, 1894.

Q. How long have you been employed at Anadarko Agency, the office?—A. The 27th of October was Saturday; I arrived here Saturday night, and I went to work Monday morning; I was here until about the 2d of December, 1894, about, and then was transferred to Fort Sill.

Q. How long were you at Fort Sill?—A. I was there from that date until the 11th of August following.

Q. How long have you known Major Baldwin?—A. Since the 18th of November, 1894.

Q. Have you frequently seen Major Baldwin in that time?—A. Yes, sir.

Q. Have you ever seen him under the influence of liquor?—A. I have seen him when I thought he was under the influence of liquor.

Q. On the reservation?—A. Yes, sir.

Q. Frequently or not?—A. No; not frequently.

Q. State some of the places that you have seen him under the influence of liquor?—A. I have seen him at Fort Sill when I had good reason to believe that he was under the influence of liquor, and I have seen him in the vicinity of Fort Sill when I had reason to believe he was under the influence of liquor.

Q. When you speak of Fort Sill, do you mean the subagency or at the military reservation?—A. Both.

Q. In his business dealings have you had any occasion to note whether Major Baldwin is reliable or not?—A. Yes, sir.

Q. Is he reliable?—A. I should not think so; that is my impression by the dealings that I have had with him.

Q. Please state some of the instances of his unreliability.—A. Well, I don't know that I can give dates. One of his instances of unreliability is issuing orders

to be carried out by employees implicitly and being the first one to break those orders himself.

Q. Can you cite any case wherein he did it?—A. Yes, sir; in the warehouse, for instance. I have copies of some of the orders. I haven't them with me, but I can produce them; issuing an order that no boxes of goods should be opened in the warehouse except upon the order from the agent, then in the absence of the warehouseman allowing such boxes to be opened without any countermanding of the previous order. I was at that time warehouseman and am still, and such order has never been countermanded by any subsequent instructions.

Q. Can you state any other instances?—A. Yes, sir; in giving instructions to one employee who is supposed to be in charge of certain work and then giving a subordinate contrary instructions, at Fort Sill; in giving me instructions as to the management. Understand that I was in charge, or supposed to be in charge; at least I have his letter placing me in charge, giving me instructions to get bids on lumber and to make contracts for the repair of building and the erection of a new building, blacksmith shop; had a contract drawn up by his stenographer to have the work done for a specified amount, within the limits of the appropriation. I had the contractors sign those contracts in duplicate; I gave the contractor a copy and forwarded to this office the original. He told the blacksmith that the only reason—the blacksmith told the contractor that the agent's reason for having the contracts signed was that he had the money in hand to pay for it, and that if it was not contracted for before the end of the quarter the money would revert to the subtreasury, and then it would be some time before he could draw the appropriation. This was in my office at Sill, in the presence of C. H. Wilkie, the contractor, and A. L. Yeckley, the agency blacksmith, the agent not present. Subsequent to that time the agent called on me for a per diem statement from all laborers, contractors working on this particular work: I called his attention to the fact that he had signed the contract for this work to be done within a specified amount, and that he had a copy of the contract in his office and the contractors had been given a copy, notwithstanding that they were paid per diem, and that some of the workmen altogether are not yet paid.

Q. Do you know the difference in the construction of the building, what it would have been between the per diem and the contract price?—A. No; because before the work was completed I was transferred from Sill and another man put in my place. The work was completed after I left, and what I know about it since then is simply hearsay.

Q. In dealings that Major Baldwin has with people do you know that he is irascible?—A. I would say that he was arrogant in his dealings with people under certain circumstances.

Q. I wish you would explain what you mean by that; cite some instance.—A. One instance of it is that it doesn't make any difference whether an employee knows his business or not, whether he is competent to perform his duty or not, Baldwin has given such employees instructions to do things that the employee knew perfectly well was incorrect, and was required to do it regardless of the correctness of the instructions, then held the employee responsible for mistakes resulting therefrom.

Q. Is he prone to fly into a passion or get mad?—A. Well, at long range he is.

Q. Please explain what you mean by long range.—A. I am speaking through personal experience; that Baldwin will not stand up and tell a man what he thinks of him, at his face, whether he is right or wrong, but he will telephone or write him a letter or telegraph him.

Q. Then I am to understand from what you have stated that you consider Major Baldwin a coward?—A. I don't know any other name for it.

Recess until 1 p. m.

Hearing resumed at 1 p. m.

Q. Mr. Daniel, are you the—have charge of the property in the warehouses at this agency?—A. Yes, sir.

Q. Are you the only one that has a key to these rooms?—A. No, sir.

Q. Who else has a key to them?—A. I couldn't undertake to say; I suppose there is a dozen keys that will unlock this warehouse here.

Q. How often do you take an inventory of Government property?—A. I have never taken one. There was an inventory taken by the assistant clerk who does the work of the property clerk, that is Mr. Norton, some time during July.

Q. Did you assist in taking that inventory?—A. No, sir.

Q. How then are you enabled to keep track of the Government property, never taking an inventory of it, and not being the only one that has access to it?—A. I don't attempt it. I receive all Government property coming into the warehouse,

both warehouse No. 1 and warehouse No. 2, and report the receipts of goods from the railroad to warehouse No. 1 and warehouse No. 2 by bills of lading from the forwarding agent, which I verify upon arrival here at the agency and turn over to Mr. Norton, who compares them with the invoices, then enters on his property account. All goods leaving the warehouse are shipped by me; I make the freight bills and keep a memorandum account with all of the subagencies, and there my knowledge of the disposition of the goods ends. The freight bill is an exhibit of all goods that leave the warehouse. It is signed to and verified by myself. The parties receiving them at any of the subagencies check those bills just as I do bills coming from the railroad. When those bills are returned here I am supposed to check them with my accounts with these subagencies. If anything is lost in transit note is made of it, but those bills are not always sent to me for recheck. A freight bill may come back and the freight paid upon it and filed as a voucher to the Department without my verifying or correcting my account. The correctness of that bill, therefore, my memorandum account, is simply a memorandum which may develop mistakes after the transaction has been settled by the Department. The idea I intended to convey was that that bill should come back to me and if a correction be made on it I should know it, then I should correct my account with this subagency. If 1,000 pounds of flour was sent to a subagency and only 900 pounds received, that bill should be sent to me. If the party receiving and O. K.-ing this bill found 100 pounds short this bill should be sent to me for verification in order to locate the mistake or throw the responsibility upon the freighter.

Q. Who are these bills sent to?—A. A copy of the bill is given to the freighter; a copy of the bill given to the freighter is held by me, entered up into my account with this subagency, and on the freight book giving numbers, and weights of packages shipped by that freighter's team, then verified as to weights and numbers, if there are numbers, and turned into the cashier; they go through the chief clerk; I perhaps ought not to have said cashier, because I never address anything to the cashier; I address it to the chief clerk; sometimes those bills are returned by the freighter which, in the majority of cases, is an Indian. He presents those bills to this office, and on that bill the freight is paid. I have never corrected a single bill, yet I know that errors do appear in those bills.

Q. Do you know of your own knowledge how these errors are rectified?—A. No, sir; I know that about 1,000 of these freight bills came back for correction from the Department, and that it was said by Captain Johnson, S. A. Johnson, who was in Washington, and presumably went there for the purpose of straightening out these accounts, to which exceptions had been made and reported to this agency by the Department, said that these wagon bills had been lost by the Department; the retained copy, that is, the copy kept in this office, the office of the agent, were brought to me with instructions to make duplicates. I objected to having to go over two years' work, and made the remark to Captain Johnson that I couldn't understand why those bills were lost; he said they had been received by the Department, and that in the ordinary course of business they had been lost; it rested with Dr. Wallin, Mr. Norton, and myself to make duplicates, and we three made the duplicates. I don't think there was anybody else; maybe the field matron made some of them. She assisted us very often. Dr. Wallin and myself were making the copies, and I said that I didn't believe that the Department had lost these copies; I said the heading of each one of these bills, that is, the written blank in the head of the bill, was the complete address of this agency, and to the Department of the Interior, and inasmuch as Captain Johnson had said and verified by the agent that they had mailed at Anadarko this package of bills, had those bills been miscarried by the mails and gone to the Dead Letter Office it was simply a question of 50 yards for the Dead Letter Office authorities to send them over across the street to the Department of the Interior where they were intended to go, yet no trace was ever found of those bills and the duplicates were made.

Q. Well, did you make those duplicates up from your books?—A. No, sir; I made them from the retained copy.

Q. Did you correct them as you went along?—A. I didn't compare them; the original bills that went into the Department I compared, many of them I do not know, were at the agent's house and Captain Johnson's, E. F. Burton, and Mr. Setzer—I have forgotten his name; he was industrial teacher at the Kiowa school; the duplicate copies that were made out afterwards were not compared, at least not by me.

Q. How did the originals compare with your books?—A. I have no book. There is no book that the bill is made from; the book is made from the bills; that is simply to be able to reproduce the bill in case it is lost.

Q. Is all freight weighed into your warehouse when you receive it?—A. No, sir.

Q. Are you not aware that the regulations require all freight to be weighed into the warehouse?—A. I am.

Q. Why, then, is it not weighed in?—A. Because it is impracticable here to weigh all freight that comes in; I do weigh enough freight of any particular consignment to arrive at an average of the weight on such freight, as flour and other freight, that comes in bulk; I weigh in flour at least one sack in ten; wherever there is a doubt as to the weight of other freight it is reweighed, and so noted upon the freighter's bills; you will note that I said the freighter's bill is the starting point of all property in the office.

Q. Haven't you any scale here that will weigh wagons and all; wagon loads of freight.—A. Yes, sir.

Q. Then why is it impracticable?—A. For this reason that I have four men, four Indians, and we are supposed to receive and store all freight that comes to this agency, every pound of freight that is shipped to Anadarko, and if I undertook to weigh every package of freight that is received into that warehouse it would take 50 men, not Indians, but men that understood the English language, to do it. In other words, the Department's letter that this shall be done implicitly can't be done with the force that we have. I will say further, in justification of that Department letter, that I have never discovered any serious discrepancy in any freight that I have made a test of, test of weight. Such freight as salt, if received in a dry season, will lose a half a pound in 10. If received in damp weather, will gain a half a pound.

Q. Doesn't an agent have to certify to the Department that these goods have been received and weighed?—A. Yes; he certifies to the best of his knowledge and ability, and the best of his knowledge and ability places the responsibility upon me.

Q. If the manner in which you have described this warehouse business is being managed is it not possible for Government property to be appropriated to private use?—A. Unquestionably.

Q. Do you know of your own knowledge whether Government property at this agency or on this reservation has been appropriated to private use?—A. I do not.

Q. Aren't you using Government property in your room?—A. Yes, sir.

Q. Isn't that for private use?—A. My own personal use.

Q. Do you know that others here are using it?—A. I know that every Government employee on the reservation has more or less Government property in his use.

Q. Do you know whether Major Baldwin as agent has Government property?—A. I have an account of property belonging to Government employees, and I know that Major Baldwin's name is in that account. I kept such an account, but I do not keep it now.

Q. Mr. Daniel, did you know a man by the name of Kelley? Did a man by the name of Kelley farm the agency farm?—A. Yes, sir.

Q. Did he use his own teams?—A. No, sir.

Q. Whose teams did he use?—A. Government teams.

Q. Did you issue subsistence to Kelley out of the Government commissary?—A. Yes, sir.

Q. Under whose orders?—A. The agent's. You will find in that book right there [pointing to book in inspector's hands] all subsistence issued to Kelley.

Q. Will you take that book [handing witness book] and state the number of pounds of flour furnished out of the Government commissary in the first quarter, 1896?—A. I won't answer that yes or no. I will swear that that shows all the flour that I issued, not anybody else.

Q. Have you any reason to suppose that anybody else has issued any?—A. Yes, sir; here it is right here.

Q. Who issued it?—A. To my best belief and knowledge this flour right here was issued by Mr. Norton. I will tell you what flour I have issued; that is so far as designation by handwriting goes.

Q. Well, tell me how many.—A. One hundred and fifty pounds of flour.

Q. Take that book and state how many pounds of flour was issued by some one else in that quarter.—A. Two hundred and ninety pounds of flour.

Q. Will you now aggregate the whole amount that was issued in that quarter.—A. Four hundred and forty pounds of flour.

Q. Can you state under whose orders that flour was issued?—A. Only so far as the amount that I issued, under the acting agent, Maj. Frank D. Baldwin.

Q. Are others than Government employees allowed to purchase out of the warehouse?—A. Not to my knowledge; they would not be allowed to get it with my knowledge; I would not permit anyone that was not a Government employee to purchase anything from the Government warehouse, and then only subsistence.

Q. What is customary in the purchase of commissaries by the employees; how

do they pay for it, do you know?—A. The only actual knowledge I have as to how they pay for it is when I paid it myself; when I reported here for duty Captain Able was in charge of the agency, and Captain Able, the special agent, and myself kept house here in the brick house, and I purchased some articles from the commissary of subsistence before the end of the quarter; I purchased those between the 27th of October and the 6th of December, when I left here and went to Sill, and entered them in that book, when Major Baldwin came to Sill to make the annuity issue, he also brought checks to pay the employees there at Sill; I wrote most of the checks myself, and when it came to my check he told me to deduct the amount of my bill in commissary; I said I will either do that or give you the cash; as it was he deducted the amount from my check; that is all I know about how Government employees pay for subsistence.

Q. Didn't you sign what is called Abstract E at that time, or not?—A. I may have signed it; I don't remember whether I did or not. I know that while I was at Sill I was sent for by Major Baldwin to come up here to assist in making out quarterly papers, and did come up and did assist in making out this Abstract E, which was out of balance. Mr. Norton and myself found the discrepancy, and I may, from knowledge obtained in examining the papers, certified to their correctness.

Q. Do you not know that all employees who purchase subsistence from the commissary are expected to sign what is called Abstract E?—A. Yes, sir.

Q. Will you take that abstract which is of the first quarter, 1896, and see whether any subsistence is charged thereon to one Kelly?—A. No, sir; it is neither charged or signed by him.

Q. Will you examine it and state the number of pounds of flour signed for by Major Baldwin?—A. Yes, sir; 75 pounds.

Q. Do you know of your own knowledge whether any flour or any other provisions was sold to Kelly in any other quarter than the first quarter of 1896, the one just spoken of?—A. The only—I can only answer that by reference to my books.

Q. Take your book and examine.—A. Yes, sir; according to—no, sir; I can't swear to it; it is kept by somebody else in that book.

Q. Is there any subsistence charged in that book in any other handwriting than yours for the quarter ending June 30, 1895?—A. Yes, sir; it is all charged in another handwriting besides mine.

Q. Will you look, and state how much is charged in that quarter to Kelley, how much flour?—A. Two hundred and fifty pounds of flour.

Q. Will you take this abstract for the quarter ending June 30, 1895, and see whether there is any flour charged to Kelley?—A. None.

Q. Will you take that book again and state, and examine it, whether there is any flour, in those quarters just spoken of, charged to Baldwin?—A. Fifty pounds of flour; 50 pounds of flour—175 pounds of flour in those two quarters, to Baldwin, from April 1 to September 30.

Q. Does that 175 pounds include 50 pounds as charged to Tip Harris, which Baldwin was to pay?—A. Yes, sir; that is, so far as my understanding is. I can't swear to that; that entry is made by Norton.

Q. Will you take that book and see whether, in the quarters just spoken of, April 1 to October 1, supplies other than flour was sold to this man Kelley out of the warehouse?—A. Yes, sir.

Q. Please enumerate what articles were sold out of the warehouse other than flour, and how much, to this man Kelley.—A. Coffee, 79 pounds; sugar, 131 pounds; bacon, 255 pounds; baking powder, 1 pound; salt, 30 pounds; beans, 12 pounds; rice, 22 pounds; soap, 9 pounds; beef, 44 pounds.

Q. These articles that you have enumerated were given out of the warehouse by you under the agent's orders?—A. No, sir; I have already explained that from the 1st of April up to the 11th of August I was at Sill; since that time I have had charge of the warehouse.

Q. All articles enumerated subsequent to August 11, were they given out by you to this man Kelley under the agent's order?—A. Not all of them. I can identify, according to this book—Sale of Subsistence to Employees, that is what the book is known by—all articles in that book given out and charges by myself.

Q. Can you state in whose handwriting the other articles are charged?—A. Yes, sir.

Q. Whose, the articles that you have enumerated?—A. Norton's and mine.

Q. Will you take this abstract, or both abstracts, and see if any of the articles enumerated by you as above are charged on there to this man Kelley?—A. I can; they are not.

Q. Mr. Daniel, were you here at the time that John Light delivered his cattle under contract?—A. Yes, sir.

(Witness here produced orders referred to in his testimony on page 261, and they are marked, respectively. Exhibits L and O.)

Q. Were you present at the issue of them?—A. No, sir.

Q. Were you present when they were received and inspected?—A. I was at the agency, but I was not present at the cattle corral where they were received.

Q. Are you a judge of cattle?—A. No, sir; that is, I know a bull from a cow.

Q. Do you know anything of the building of Indian houses here of your own knowledge?—A. No; at the time they began to build Indian houses I was relieved from duty at Sill, and I only know of it in capacity of receiving some of the lumber.

Q. When you was stationed at Fort Sill, acting as subagent, were white men allowed the privilege of buying Indian cattle?—A. Yes, sir.

Q. State the names of any that you remember that were allowed that privilege?—A. The only man that I know of having the privilege was Emmet Cox, a squaw man, a son-in-law of Quanah Parker. Other white men bought cattle, but as I understood my instructions, they did so contrary to the instructions of the agent, and in a measure I stopped it. The other parties were one John Quarles. When I said other white people I had in my mind Chandler, who is a half-breed with Indian rights. Paschall may have been interested in the cattle, and I think he was, but I don't know it.

Q. Did you stop these men from buying under the agent's orders?—A. Yes, sir; I stopped them to this extent: I stopped all parties except Cox, who had an order from the agent to buy certain cattle, and I had instructions from the agent to inspect those cattle and see that he didn't go beyond the instructions as received by him from the agent. I inspected all cattle that Emmet Cox bought in company with Mr. Paschall, and with my knowledge—I might say, limited knowledge—of cattle, I went with Mr. Paschall and inspected every head of cattle that Mr. Cox bought and removed from the agency for shipment to the market, and to the best of knowledge and ability Mr. Cox never removed from this agency anything except 3-year-old steers and barren cows.

Q. Will you please state who Mr. Paschall is?—A. Mr. Paschall is a native of Tennessee. He is a trader, regularly licensed trader, at Fort Sill.

Q. Did he assist you in inspecting these cattle; all of them?—A. Very materially, in this way—

Q. Did he have orders from the agent to assist you?—A. No, sir; at least, I am not cognizant of the fact, if he did.

Q. Then why did he assist you?—A. I asked him; I asked him to drive me over.

Q. Did he ever go with you on any other occasion?—A. Yes.

Q. Did you always ask him, or did he volunteer?—A. I asked him.

Q. You spoke of a man by the name of Medara. Did he also have the privilege of buying cattle?—A. No, sir. The only permit that was ever issued to Mr. Medara was to buy strychnine to kill wolves, and that permit was a repetition of an order from Baldwin to me as subagent.

Q. Do I understand, then, that Emmet Cox was the only one that had that privilege?—A. You understand from my testimony that Emmet Cox was the only man that bought cattle while I was at Sill to my knowledge, and all that he bought I inspected; that Emmet Cox never took or bought any cattle which he shipped from this reservation, at least that part of the reservation, except such as I inspected. That's all I know about that.

Q. Who is Emmet Cox?—A. Emmet Cox is a white man, married to a daughter of Quanah Parker.

Q. Was any permit ever given to any soldier at Fort Sill to buy beef or cattle from the Indians to butcher?—A. I understand that there has been, but if any such permit was given, it is not of record in the office of the man in charge of the Fort Sill subagency during the time that I was there in charge.

Q. Did Sergeant Stecker purchase cattle from Indians while you were there for the purpose of slaughtering them for beef?—A. Not with my knowledge, and I know Sergeant Stecker very well.

Q. Mr. Daniel, is Emmet Cox in partnership with Paschall, the trader?—A. I can't answer that knowingly; my experience there, from that, he is not; from my experience he is not; my knowledge gained from an intimate intercourse with Paschall and Cox leads me to believe that they are not in partnership.

Q. Do you know whether Quanah Parker is in the pay of cattle men who have pastures leased on this reservation?—A. Mr. McCormick, I can't answer that question, yes or no, but I will suggest as an answer to it the information that every

man knows that has anything to do with Indians that there is no man can answer that question that haven't seen the written evidence of the fact that such a transaction has taken place. Now, on the other hand, I know to an extent that is absolutely satisfactory to me, that such is the case. I can't swear to it, but I have evidence satisfactory to me that I can't produce before you or any other man living, that such is the case; and I can go further than that, and approximate the amount that Quannah receives from the cattle men.

By Mr. SHEPHERD:

Q. Didn't Cox buy the cattle after the agent issued the orders prohibiting the traders from buying cattle?—A. No, sir; not to my knowledge.

Q. Didn't Cox continue to buy cattle after the agent had stopped Boone Chandler from buying?—A. Boone Chandler never bought any cattle that I know of. There was a Chandler, but not Boone.

Q. Was there a Chandler that bought cattle?—A. Yes, sir.

Q. What was his name?—A. He was a brother of Boone Chandler; Bud Chandler is his name.

Q. Did Cox continue to buy after the agent stopped Bud Chandler from buying?—A. Yes, sir.

Q. Did you stop Bud Chandler from buying?—A. Yes, sir.

Q. Under whose orders?—A. The agent's.

Q. What reason did he give you, the agent give you, for stopping Chandler?—A. There had been an order issued by the agent to me that no white man should buy any cattle of an Indian except a steer 3 years old, or barren cows. Under the—under that regulation Cox came to me, and so did Paschall, and said that they would only buy 3-year-old and barren cows, and all that they bought would be subject to my inspection before they left the reservation, and they were; that was in accordance with the agent's instructions and approved by him after all of the cattle of which I refer to were shipped.

Q. Then you gave those parties authority to buy those kind of cattle?—A. The agent delegated through me that authority to Cox and Paschall; they acted on that authority.

Q. These cattle that you have, these barren cows and steers that you inspected, did you inspect them after they were bought or before?—A. Why, after, of course; I couldn't inspect them before they were bought.

Q. Why were you relieved at Fort Sill and afterwards put back on duty, and what occurred between you and Baldwin in reference to this matter?—A. I can't answer the first question, why was I relieved, because I don't know, but when Major Baldwin arrived here I had already arrived with instructions to report to Capt. W. H. Able, special agent in charge: the day upon which Captain Baldwin—Major Baldwin—reached here, he came over to the commissary and asked me a few questions, which was very evident to me that somebody's head was going to be cut off, and notwithstanding the fact that I had been told that there was a certain official death to write a letter to the Department without putting on file in the agent's office a copy of the same, I did, with the acting agent's knowledge, write a letter to the Interior Department, saying that the agent, Captain Baldwin, with his chief clerk and brother-in-law, had arrived to assume charge of the agency, and that I was satisfied that somebody's head was going to be chopped off to make a place for Dr. Wallin, his brother-in-law, and it was. That letter was written in the latter part of November, 1894. Shortly after having written that letter I went to Sill, transferred by Major Baldwin, and the day before—the day after Major Baldwin arrived—he came to the commissary and had an interview with me and asked me who was in charge at Sill; Dr. Wallin was with him; my answer was a man by the name of Medara: I have never seen him and know nothing about him, except that I shipped freight to him and received his OK'd freight bills. Major Baldwin turned, and in an undertone to Wallin, and said, "That is the man we are after." Some days subsequent to that—I can't give you the number of days—between 8 and 9 o'clock in the morning, Thursday morning—the date is a matter of record—Johnson told me that I was ordered to Fort Sill. "What do you think of it?" I said, "if I have got to go, I am going." Now, I had written, after being cognizant of that, to the First Assistant Secretary of the Interior that somebody's head was going to be chopped off, and asked him to protect me if it was within his province, except that I be arraigned for cause. The Secretary's reply to me is this, which is herewith filed and marked Exhibit M. That is in reply to my anticipation of what would be the result of Baldwin's administration, having heard this conversation between myself, he, and Wallin, and that is in reply to a letter which I wrote for self-protection. Subsequent to that I was warned by Special Agent W. H. Able that my transfer to Fort Sill was simply a ruse in order to slide me out

of the service. I told Captain Able that it didn't matter to me what the intention was, I was subject to the order of the agent, and if he was doing that for the purpose of getting me out of the service, it was my misfortune and not my fault; that I was going to carry out instructions, and even after I had been in charge for a week I came back here on Christmas eve day with Medara and reported to the agent that I have accomplished the object for which he had sent me to Sill, and asked me to relieve me from further duty at Sill. His reply was that "You are the only man that have ever done your duty there, and that my interests are so large that in justice to myself I must keep you there to discharge them."

Everything went smoothly, so far as I knew, until July 31, the letter was dated. I received it on August 3. He had told me repeatedly that he had had less trouble from that end of the reservation than from all the rest of the reservation put together. (The letter referred to is here offered in evidence, marked Exhibit N.) Mr. Burton arrived there on the 3d of August and presented his letter from Captain Baldwin authorizing him to take charge of the property. I notified Mr. Burton in my office that he couldn't take charge of the property; that he couldn't assume control of anything pertaining to that subagency until I had received specific instructions from the agent to turn it over to him, and I didn't. The next morning, the next afternoon, when the mail came in, I received that letter from Major Baldwin, and I opened my books to Mr. Burton and says, "This is what I have got on hand; you can receipt me for it, if you want to; it is a matter of record, and I don't care whether I get your receipt or not." I received a partial receipt from Mr. Burton for the property, and then requested him to go to the telegraph office with me. I telegraphed Major Baldwin that I was going to El Reno, and meet me there. If he was not going there to telegraph me on the train between Marlow and Chickasha, and if he would not be there I would get off at Chickasha and meet him here at Anadarko. I got off at Chickasha and Major Baldwin was not there, and hadn't been there. I went to El Reno; he was not there, and the next day I telegraphed him that I was in El Reno waiting for him, and when would he be there. I got a telegram from his chief clerk saying that he would be there that night.

I went to an entertainment with employees from this reservation at Fort Reno, and at 10 o'clock I inquired for Major Baldwin at Kerfoot Hotel, and they told me to go two blocks, one block down and a half a block west, and I would find him. I went to the place designated; he had been there, but was gone, I went back, and a half an hour afterwards and took a drink, and the barkeeper motioned to the back end of the house. I went in there and found Major Baldwin in company with two gentlemen, one gentleman and a man, and I took him to the hotel. I say I took him, I was on one side and the other man was on the other, and he undertook to tell me how sorry he was that the Department had done away with my services. I said, "Major Baldwin, you are not in a condition to talk to-night, you go to your room and I will meet you at any time that you will make an appointment with me to-morrow." He said, "I will see you at 4 o'clock in my room." I saw him at 4 o'clock in his room. I told him I thought that so far as he was concerned he had acted the part of a man toward me, and what I was going to say did not apply to him, but that I knew there was a nigger in the woodpile somewhere on this reservation, and I was going to find him, and now I says, "What I don't like is that employees at your own agency four months previous to this time knew that you were going to displace me, and you tell me the Department done it; and I have been acting as warehouseman and issue clerk, and notwithstanding the fact the Department has done away with the position of warehouseman and issue clerk, you send a warehouseman and issue clerk to relieve me of duty." "Now," I says, "you needn't bother yourself about my going out of the service, because I am not going, and if I can help myself I am not going to leave this reservation." His reply was that, "If you have got any influence in Washington you had better use it, because I have done all I can for you." He still had hopes. My reply to that was, "Then, if you have done all you can, I am going to make the wires hot between here and Washington; and if that don't do, so far as I am concerned, damn the \$50 a month; I am going to Washington," and I left him. I went back to Sill, and at 9 o'clock in the morning, Saturday morning it was, I don't remember the date, I requested Mr. Burton to hitch up his team and go to the telegraph office with me. I wrote a telegram to the First Assistant Secretary of the Interior, W. H. Sims, and told him that my position had been cut off, and that I didn't know why, and called his attention to his letter of December 12, 1894. I started with Mr. Burton then and went 40 miles down into Sugg's pasture, and at 6 o'clock that evening Sergeant Pollner brought himself a telegram for me telling me to report for duty at Anadarko. The telegram was from Major Baldwin to report immediately at Anadarko for duty. I spent Saturday night and Sunday

out in this pasture camping out, looking for hunters, simply assisting Burton, and got back Sunday afternoon, and Pollner was there again; he had been out that afternoon and he delivered the message to me. After I had been here—I arrived here on the 11th—after I had been here a day or two I got this communication from the Interior Department (letter is here offered in evidence, marked Exhibit P). That is why I don't believe the man on oath.

Q. While you were acting at Fort Sill did you collect money from parties driving stock cross the reservation and turn the proceeds in to Major Baldwin? If so, how did you turn them in, by check or money, and did he at that time verify the amount you delivered to him? If not so, why?—A. I did collect moneys from people driving across the reservation cattle. It was about \$47 and something; not quite \$50. Some of that money I collected in the spring. I notified the agent that I had on deposit there moneys that I had collected in such a way, and asked him what disposition to make of it, and he says, "Keep it until I call for it." I had at that time six months' issues, irregular issues to Indians, which I had asked repeatedly to be allowed to report. His answer to me was that the papers had gone in, and they would have to go in the next quarter's returns. I didn't like that, because I knew it was not in accordance with the regulations, and when the payment which was known as the dead-Indian payment—that is, the payment to Indians that had died during the fiscal year—was made, it was made in what I called my office—what I used as an office—and I overheard a conversation between Cox, the squaw man, and Baldwin, something about taking a check. He wouldn't accept Strauss's check. I became suspicious, knowing that I had this money on deposit with the trader. I simply deposited my check for salary and all other moneys that I had with Paschall, the trader, for the reason that I had no place to keep it. I had to; I had no place to keep it; it just so happened that I thought more of Paschall than anybody else, so I put it there. When I heard this conversation I went right into Baldwin and called him in to my bedroom, and I said, "I have got some money here that ought to be turned in." "Now," I said, "I haven't got it in cash, but will you accept a trader's check?" He says, "What trader?" I said, "George M. Paschall;" I said, I had it deposited with him. He said, "Yes; I will take Paschall's check." I went immediately to Paschall and asked him to give me a check for the amount, \$47 and something, I don't remember, delivered the check to Baldwin, and called in A. L. Yeckley, blacksmith, and John D. Hardin, farmer, whom I had left in charge of the subagency while away (I always left somebody in charge when I went away), and who collected this money from parties crossing the reservation with cattle, and had them to verify the receipt that I had given them for the money when they turned it over to me upon my return to the subagency. That was done in the presence of Baldwin; and there ends all I know about taking money for cattle.

Q. What was his condition as to sobriety at that time?—A. He was drinking. He may not have been drinking right at that particular time.

Q. During the time that you have been in the employ of Baldwin do you know of any other irregularities or violations of the rules of the Department of Major Baldwin that you have not already mentioned in your testimony? If so, give them now.—A. I can't undertake to make an answer to a question of that sort. Anybody that knows anything about an Indian reservation knows that there are irregularities every hour in the day, and if I should undertake to give them we would have to adjourn and give me time to write a book. There are too many to be able to designate them. I don't mean that as reflecting on the agent, for there is many that he is not responsible for—such ones as come up in business.

Q. You have stated there are a great many irregularities coming up. Now, if you know of any particular irregularity of importance not stated already, state it now.—A. Well, as warehouseman I furnished provender for horses and beef for men—I can't give you figures, I can't remember—for about 75 or 80 cavalry horses and men, full company of men and horses, during General Miles's hunt here, for which I took the sergeant's receipt, to be returned to the Indian Department from the war department at Fort Sill. That is what I take to be an irregularity, according to your question.

Examination adjourned until 9 a. m. December 22, 1896.

Examination resumed pursuant to adjournment at 9 a. m. December 22, 1896. Witness Daniel still on the stand for cross-examination.

Cross-examination by Mr. FISHER:

Q. You say that a conversation occurred between you, Major Baldwin, and Dr. Wallin at the commissary a few days after Major Baldwin took charge of this agency, in which he inquired who was in charge of the subagency at Sill?—A.

Major Baldwin wasn't in charge of this agency at the time; it was the day after he arrived. The question of the question is correct.

Q. Well, then, the day after he arrived?—A. Yes, sir.

Q. In that conversation you told him a man by the Medara?—A. Yes, sir; I told him that a man by the name of Medara was in charge at Sill; that I didn't know him personally, and only knew him in a business way.

Q. How far apart were you, Major Baldwin, and Dr. Wallin standing at the time of the conversation?—A. As close as we are now, I suppose; not over 4 feet.

Q. You say that then Major Baldwin turned to Dr. Wallin and said in an undertone, "He is the man we are after?"—A. I did.

Q. Did you distinctly hear that?—A. I have no doubt in my mind about it, none whatever.

Q. Did he speak in a loud tone at all?—A. Ordinary tone of voice, not as loud as we are speaking now, and confirmed it by telling me at the same time that I may want you to go to Sill shortly.

Q. Did he make any effort to prevent you from hearing it in making this statement to Dr. Wallin?—A. I don't know that he did; he just made the statement in my presence.

Q. How long had you known Major Baldwin at that time?—A. About three or four hours.

Q. Are you as certain that that conversation occurred and that utterance was made by Major Baldwin, as you have stated, as you are of any other thing that you have testified to on this witness stand?—A. Unquestionably so.

Q. Are you certain that you don't know why you were relieved by Major Baldwin at the subagency at Fort Sill?—A. Major Baldwin gives his reasons in that letter, which reason I didn't believe: it is just inference on my part, his reasons for removing me.

Q. What are your feelings toward Major Baldwin, friendly or unfriendly?—A. I said I thought the man was a coward, and I never made any such statement as that of a man I considered my friend, or that I was a friend of.

Q. When did this unfriendly feeling first arrive in your mind against Major Baldwin?—A. The very minute that I was convinced of the fact that he was a hypocrite; when I received that report from the Department of the Interior; I don't remember the date of it.

Q. What was the date of the telegram that was sent to you by Major Baldwin when you was down in the pasture with Mr. Burton, that you testified to yesterday, ordering you to report here for duty?—A. The telegram was dated, I think, Saturday evening.

Q. Well, there are a great many Saturday evenings; which one do you mean?—A. I sent my telegram to the Department at 10 o'clock in the morning, and I was told by the operator when he delivered the telegram from Baldwin that it was received about 6 o'clock the same day.

Q. Why didn't you report as directed instead of delaying, as you testified you did?—A. I did report here, and so testified, promptly.

Q. Now, isn't it true that you had ill feelings against him from the time that he ordered you to turn over that subagency to Mr. Burton?—A. Against Baldwin? No, sir.

Q. I understood you to say yesterday that Major Baldwin had abused you at long range?—A. No; I didn't say that he had abused you.

Q. Well, cussed you out at long range.—A. No, sir; I didn't say that.

Q. The question propounded to you as follows: "Please explain what you mean by long range?" In answer to that question you said, "I am speaking through personal experience: that Baldwin will not stand up and tell a man what he thinks of him to his face, whether he is right or wrong, but he will telephone him or write him a letter or telegraph him." Now, did he ever send you such messages?—A. Yes; he did, through this office; an official telegram, and it should be on file in this office.

Q. Well, did he vilify you and abuse you in that telegram?—A. He sent a telegram to Johnson, the chief clerk in charge of the agency; it was during a payment at Sill; Johnson came over and read it to me in the warehouse, and I think the exact wording of the telegram was "Tell Daniels I am tired of making apologies for him for not shipping freight as ordered." My reply to Captain Johnson was: "You telegraph Baldwin that he has no apologies to make for me, nor I any to make for him, and that I believe the man is drunk or he wouldn't have sent any such telegram, and if he don't stop it he has got to make an explanation to somebody for it."

Q. Now, when was that?—A. I can't give you the date; it was subsequent to the arrival of the annuity goods at this point for Sill—at Sill from this point.

Q. What year?—A. During the payment last fall, 1895. I don't remember the exact date of the issue down there; it may have been after the first of the year; it was during the payment of annuity goods, and I think the issue extended into the 10th of January. I don't remember the exact date.

Q. That was the last communication of that kind that you ever received from Major Baldwin, wasn't it?—A. I didn't receive that communication; it was to me indirectly; it was to me through the chief clerk; I have received others since then of the same character.

Q. How many since then of the same character?—A. I don't know; received one the other day, during the recent payment at Sill.

Q. Did you ever receive any of that character prior to the telegram you have mentioned?—A. Yes.

Q. How many?—A. Why, only recall one at present. The same thing, annuity goods.

Q. How long ago was that one received?—A. That was—I don't know; a day or two before the other one; may have been the day before; the annuity issue lasted only a week or ten days, and it was during that time that this occurred.

Q. Well, did you ever receive any of like character while any previous issue of annuity goods was going on at any place on the reservation?—A. No, sir; the only other issue made previous to that I was in charge of at Sill, and Baldwin was present.

Q. Did you ever receive any messages directly or indirectly from Major Baldwin of that character while you was in charge of the subagency at Fort Sill?—A. No, sir. I received a letter concerning a personal affair between me and an employee from Major Baldwin; that was the only communication I ever received that in any degree resembled the message in question.

Q. Did that create any feeling in your mind against Major Baldwin?—A. No, sir; it was rather complimentary; I understood it as a reprimand; but it was more complimentary than otherwise.

Q. Have you at any time called Major Baldwin to account personally for the language used by him in any of the letters or messages that he has sent to you, directly or indirectly?—A. No, sir. I will correct that. He wrote me a note over to the warehouse a short while ago, instructed me to perform certain duties in the future, forward them to this office without delay, and I wrote across the face of the note that I had performed those duties and without unnecessary delay and forwarded them to his office, and that I didn't propose to have anybody say I hadn't. I don't know whether you take that as a personal encounter or not. It is in the nature of one.

Q. Have you ever gone to him personally, as man to man, and called him to an account for any of these messages that you have been testifying about?—A. No, sir.

Q. Now, is it not true that you have always, and on every occasion, when you and Captain Baldwin have met, pretended to be his friend?—A. No, sir; I have treated him courteously, just as courteously as he has treated me; further than that there was no show of friendship.

Q. You have testified about sending a telegram to Washington?—A. Yes, sir.

Q. Now, didn't you receive the telegram from Major Baldwin on the very day that you sent that telegram to Washington, ordering you to report here for duty?—A. I couldn't receive it the same day, as I testified I was 40 miles away. It was received at Fort Sill the same day.

Q. Do you have reference to the date mentioned in Exhibit P?—A. Yes.

Q. You say that at the time you turned over the subagency property to Mr. Burton, at Fort Sill subagency, he gave you a partial receipt?—A. Yes, sir.

Q. What do you mean by a partial receipt?—A. An inventory of the goods in the book, from which book I made up my quarterly returns to this office of property on hand; Mr. Burton signed that book.

Q. Were you in the habit of turning over Government property without taking full receipts?—A. I never turned any over before.

Q. You say that you inspected cattle that Emmet Cox had purchased?—A. Yes, sir.

Q. What was the purpose of that inspection?—A. To ascertain whether or not he had purchased anything under 3 years old, and anything but barren cows.

Q. Any other purpose?—A. I don't understand that there was any other purpose but that.

Q. You say that Bud Chandler was stopped when found buying cattle on the reservation and prevented from buying any others from the Indians?—A. I stopped him on an order from Baldwin; whether he was prevented from buying subsequent to that I know not.

Q. Why did you stop him?—A. An order from Baldwin to do so.

Q. Was that a special order?—A. Yes, sir; a general order had been issued covering all parties, and I had special instructions to arrest Bud Chandler.

Q. Was he violating that general order?—A. Yes; he was buying cattle contrary to instructions given in that order.

Q. Do you know of any trader or any squaw man or any other white man that was stopped from buying cattle unless they were violating that general order?—A. No.

Q. Have you ever known a man on this reservation or elsewhere by the name of S. P. Melbury, or S. P. Milbury?—A. I heard his name the first time the other day.

Q. (Witness is here shown letter mailed at Chickasha, Ind. T., November —, 1896, signed S. P. Melbury, stamped "Received at the Department of the Interior, Nov. 11, 1896.") Please examine that letter and state if you know the handwriting.—A. No, sir.

Q. Then you neither know the handwriting in the body of the letter nor that of the signature?—A. No, sir.

Q. Did you ever know of or hear of the existence of such a letter prior to the time that Inspector McCormick came here?—A. No, sir.

By the INSPECTOR:

Q. Mr. Daniel, you stated in your examination yesterday that provender, etc., furnished to General Miles's cavalry escort during the past fall or summer from the Indian Department. Was this provender, etc., ever returned to the Indian Department?—A. I don't know; I took a receipt from Corporal—I have forgotten what his name is—I took his receipt for this provender and subsistence, actual weights, weighed by myself, and the receipt read, so many pounds of hay, corn, or beef, whichever the case might be, furnished for the use of United States troops in camp on Tonkaway Creek; said subsistence or provender to be returned to Major Baldwin or his department, I don't remember just which, at Fort Sill; each and every one of those receipts were signed by this corporal of Troop E, First Cavalry.

Q. Do you know whether any goods, such as calico, flannel, etc., or any other kind otherwise than subsistence, was ever gotten out of the storehouse by Major Baldwin or his family, or on his orders?—A. No, sir; oil was furnished to this same hunting party.

Q. Was this man Kelley a Government employee from the date of April 1, 1895, to October 30, 1895?—A. I can't answer that positively; my impression is that he was known as the agency farmer, not drawing a salary from the Government, but cultivating this farm.

By Mr. SHEPHERD:

Q. Do you know of any trader or squaw man who violated the general orders of Baldwin regarding the buying of cattle?—A. No, sir.

Q. These different communications you received from Baldwin reprimanding you—were they for violations of orders on your part or imaginary difficulties?—A. They were for imaginary difficulties, I suppose. The telegram which the attorney on the other side was particularly asking me about was for annuity goods that went to Sill to make the issue with. Mr. Norton and myself made the apportionment of goods in the warehouse with which the issue was to be made, and after that apportionment had been made Major Baldwin instructed us to cut it down, which we did, and it resulted in a shortage at Sill, and when he discovered the shortage, not goods enough to complete the issue, he sent this telegram to me, which implied that it was my fault that they didn't have the goods there to make the issue with. The same thing occurred here at this issue the other day.

By Mr. FISHER:

Q. You have stated in your examination made by the inspector that Major Baldwin issued an order that no goods should be opened in the commissary department without his special order, and that he subsequently violated that order himself and permitted others to do so—your subordinates—without revoking his previous order?—A. I don't believe I said subordinates; I have none except Indians; I did, and I believe I produced the order there, and so far as I know that order is still in force.

Q. Do you know of any instance in which goods were opened after that general order was issued without a special order of Major Baldwin?—A. Yes; I opened them myself in the regular course of business.

Q. Did others do it in your absence?—A. Yes, sir.

Q. Name the instances.—A. I can't give you dates. I suppose everybody that

has had anything to do with the warehouse has done it; they had to do it to intelligently transact the business of the warehouse. I required an order from the agent for some time subsequent to the date of that order referred to whenever I wanted to open a package of goods. I simply saw it was a farce and paid no further attention to it. Baldwin didn't know what was in the packages, and it was my business to know, in order to know what I had in my warehouse, and I was the proper party to open the boxes, or whoever was in charge of the warehouse. It is a fact that a great many goods come what is known in the Department as "inpacked," smaller packages packed inside of larger ones, and in order to ascertain whether they are in there or not you have got to open the box and look.

R. E. L. DANIEL.

Subscribed and sworn to before me this 22d day of December, 1896.

_____, *Inspector.*

Witness R. E. L. Daniel, after reading his testimony, states that he desires to make the following correction in the same:

I find upon examination of my testimony* that I answered the inspector's question as to whether Paschall had bought Indian cattle, on page 274, and in answer to Mr. Shepherd's question, on page 276, I said that Mr. Paschall did buy cattle, and that the authority to do so was delegated to he and Cox, through me, by the agent. The answer to the last question above referred to is correct.

R. E. L. DANIEL.

Subscribed and sworn to before me this 22d day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of DUDLEY P. BROWN, witness in support of charges.

Direct examination by Mr. SHEPHERD:

- Q. What is your name?—A. Dudley P. Brown.
 Q. Where do you reside?—A. Anadarko, Okla.
 Q. What is your business?—A. Licensed Indian trader.
 Q. How long have you been an Indian trader on the reservation?—A. Since 1883.
 Q. Are you acquainted with the Kiowa school building at this place; do you know of it?—A. I have been in the Kiowa school building very frequently.
 Q. State the condition of that building at the present time, or for the last few months past, as far as your knowledge goes.—A. I can only state the condition the Kiowa school building was in last Sunday afternoon.
 Q. Well, state that.—A. It then had the appearance of undergoing some changes in the foundation of the building, or the basement story.
 Q. Did the balance of the building above the foundation appear to be in good condition?—A. It did not. There was quite a number of breaks in the building in the upper story, which the contractor informed me had been made in his efforts to lower the building. Prior to last Sunday afternoon I hadn't been in the building for about five years, and don't know anything about it.
 Q. At the June payment in 1896 did the Indians on the reservation owe you accounts which had been contracted prior to that time; and about how much, if you know?—A. They did owe me accounts at that time, contracted in that manner, but I could only approximate the amount; I don't know positive; I think about between \$10,000 and \$11,000; in that neighborhood.
 Q. Had the Indians been let have these goods upon any representation or advice from Lieutenant Nichols that he would see that the Indians would settle for them?—A. No, sir; not a cent.
 Q. Is it not a fact that there had been before that time—had been deferred payments by the Government, and that the Indians were compelled to get subsistence from the traders?—A. Yes.
 Q. During the interval between this deferred payment did Lieutenant Nichols request or suggest that the traders extend credit to the Indians?—A. I can't say that he suggested, and I know that he didn't request of me; what he said was this: He said that if it hadn't of been for the traders extending the necessities of life to the Indians that there would have been great suffering amongst them, and that he couldn't say what it might resulted in; that they had to have the things and the Government wasn't furnishing them full rations, or sufficient rations to support them.
 Q. Did any of the Indians complain to you that they couldn't pay their accounts at that time, at the June payment, because they had deposited money with Major

Baldwin to build houses? State the reasons the Indians gave for not paying.—A. The Indians said this to me: That they couldn't pay their accounts; some of them who didn't pay anything on their accounts, and others who paid a part of their accounts, said they could not pay in full because they had left a part of their money with Major Baldwin to apply on building a house; a number of them told me that they did not want a house, but wanted to take the money that they got at that time and pay their debts with the traders, but that Major Baldwin insisted upon them leaving their money with him to build houses with; and that he was the agent and they were afraid to go against his wishes; that if they had to either make Major Baldwin or the traders mad, they preferred to make the traders: that Major Baldwin had the commissary back of him as agent, and that heretofore, where Indians hadn't done what the agent wanted them to do, the agent had stopped their rations, and that they were afraid not to leave the money.

Q. Do you know of any houses having been built for the Indians since that time with the money?—A. I don't know of Major Baldwin having built any house for any Indian on this reservation, personally.

Q. How long have you known Major Baldwin as agent?—A. Since a few days after he arrived on this reservation.

Q. Can you state from your own experience and observation whether he is reliable or unreliable?—A. I consider him utterly unreliable.

Q. Do you know of the purchase and delivery of the Light cattle at this place?—A. I do not. I didn't see any purchased, and I didn't see any delivered.

Q. Did you see any after they was delivered?—A. I saw some passing Mr. Quinette's store at Fort Sill that my attention was called to, and was told they were cattle delivered by John Light under his contract.

Q. What kind of cattle were they you saw?—A. Why, they looked like yearlings to me: the distance they were from me, they were too far for me to designate the sex.

Q. Were they too far for you so you could get an idea of the grade of cattle, the quality?—A. They were; they were 150 yards from me, the Indians driving them; were driving them by in a trot.

Q. I will ask you whether or not you saw Light's herd down in the pasture before this delivery of cattle?—A. I have seen several herds of Mr. Light's cattle.

Q. What was the general grade of his herd, his cattle, as to breeding?—A. I couldn't answer that; I am not any judge of cattle; I don't know.

By the INSPECTOR:

Q. Mr. Brown, what are your relations at present with Captain Baldwin?—A. We are not on speaking terms.

Q. How long since have you and him not been on speaking terms?—A. Since— I haven't spoken to Major Baldwin since about the 17th day of August of this year, and after that when I had an opportunity to speak to him, I wouldn't do it.

Q. What were your relations prior to that event?—A. I thought myself of the greatest cordiality.

Q. Were you frequently thrown with him prior to that event, socially and otherwise?—A. I was.

Q. You stated just now that you quit speaking to him after the—about the 17th of August. Will you please state, if you have no objections, the cause of your ceasing to speak to him?—A. My reasons were these: On the 20th day of August of this year Major Baldwin wrote a letter to the Commissioner of Indian Affairs which is marked as an exhibit in the testimony taken at this investigation, and forwarded my trader's license with his disapproval, which under the regulations meant that I would have to close out my business and leave this reservation; one reason which he assigned for his act was a positive lie; the other he afterwards acknowledged also in a letter to the Commissioner of Indian Affairs that he never denied my privilege to do as I had done, in regard to suing some Indians who failed to pay me at the June payment of this year, some of them even failing to pay me a cent of money, and depositing the money with him to build houses, and my act which he mentioned as one of his reasons for his disapproval of my application was that I had sued these Indians and garnisheed their money in his hands. The Commissioner of Indian Affairs afterwards told me that I had a perfect legal right to sue the Indians, and that the other reason which Major Baldwin assigned, namely, selling a two-seated surrey to an Indian, was not in violation of the regulations of his office. Only a few days prior to Major Baldwin writing the letter mentioned to the Commissioner, in my room at the Kerfoot Hotel, at El Reno, he remarked to me that the suit just mentioned would be tried the next day, and that he wanted to say to me that he wanted the suits decided on their merits, and that whichever one of us won the suits, he didn't want the other to

feel unkindly or to take it in any future business dealings or relations, and assured me at that time that he had no intention of doing so, and he wanted to ask me not to do it; and stated the reason he asked that was because he knew he was bound to win the suits, and he was afraid I would get mad at him. At that time we were sitting there at the window—near a window—and he reached over and placed his hand on my shoulder and remarked, "Brown, I am bound to win these suits; you haven't any show at all, and I don't want you to get mad about it and feel unfriendly to me on that account; if you should win them, I do not intend to feel so toward you, or to take it into my future relations with you; and after the suits are settled I want us to be just as good friends as we ever have been." I remarked that I had no intention otherwise, and never thought of such a thing. After making that statement to me, and doing just exactly the opposite which he had requested me not to do, I knew him to be a contemptible hypocrite and a coward, knew that he had lied to me, and felt that he had taken undue advantage of me under the assumed guise of friendship. Since then I have had a supreme contempt for him.

Q. Prior to the date that you ceased to speak to him had your relations up to that time been perfectly friendly?—A. With the exception of one or two instances they had been perfectly so, so far as I could tell myself.

Q. Did either one of these two instances create any breach between you for the time being, in your feelings?—A. Yes.

Q. Please state what it was that it should have occasioned the breach?—A. About a year ago at Fort Sill I was sitting in a room with Major Baldwin and he commenced an unwarranted and outrageous attack upon the traders in general. He called them all scoundrels, and a number of other things I do not attempt to state, because I don't remember, but one thing in particular, after abusing the traders at length, he stated that they reminded him in their efforts to collect their debts like a lot of vultures hovering over a carcass. As soon as he said that I sprang up, knocked a chair and a table over, and told him he had to apologize to me, or I would kill him before he left the room. He apologized instantly, or practically so, and kept apologizing for an hour; then insisted upon going home and sleeping all night with me. I told him that I was the guest of a gentleman at Sill and I hadn't been delegated with authority to invite anybody to his house, but I supposed he would be as welcome as I was, but that I didn't want him to sleep with me. He insisted upon going, did go, slept in the same bed with me all night, and left the house the next morning without taking breakfast there. The next day he mentioned the subject that occurred the night before, which I have just related, and apologized for it again, and asked me if I accepted his apology completely, and wanted to know if I felt just the same as I had toward him before he said what he did. I told him that I had thought the thing over, and the only conclusion I had come to was that he had made a fool of himself. The night that he made the remarks which I have stated here, and when I compelled him to apologize to me, he stated in his apology that when he was talking against the traders that he didn't mean me, but meant the other traders. At that time I told him that he was a damned liar; that the only reason he said that was because I was there present to defend myself and the other traders were not. He afterward—some months—was abusing the traders again in Capt. Hugh L. Scott's—Seventh Cavalry—presence and mine. I didn't say anything for some time, in fact, I didn't say anything at all, but when he looked up on one occasion he saw me looking at him and he said, "Brown, I don't mean you when I was making any remarks against the traders." I told him then that he couldn't make any remarks against the traders in my presence without me resenting it, and he had better stop, and he stopped.

Q. From the occasions you have just stated, in which you knocked a chair and table down, was Major Baldwin himself—I mean was he sober?—A. I wouldn't consider him drunk at the time; did not consider him so then, neither did I consider him strictly sober, because he was drinking, and how much under the influence, of course I am unable to judge.

Q. Mr. Brown, it has been stated here that a conference between the traders and Major Baldwin was held at Major Baldwin's house. Were you present at that conference?—A. I was.

Q. It has been stated also that at that conference Major Baldwin proposed a system by which the Indians should trade at the stores on a credit card. Did you agree to abide by that decision of the traders at Major Baldwin's, if any was made?—A. I didn't hear him make any such proposition. I can state what he said, but it was not a proposition. Before the meeting at Major Baldwin's house which you have mentioned, Major Baldwin saw me frequently on the subject of credits to Indians, and told me he was going to decide on some plan or system of credit, which the traders would have to come in to and abide by. Then the day before or possibly the day of the night the meeting was held at his

house, he told me what he had decided upon, and that he had notified all the traders to be at his house that night, or the next night, whichever it was. He said that his plan was this: That no trader after the lease payment which was going on at that time, or just over, I have forgotten which—it was the December payment of 1895—would be allowed to sell any goods to Indians on credit, except from an order from him, and that if any trader on the reservation sold goods to any Indians without such order that he had authority to put him off of the reservation, and that he would do it. I told him when this conversation occurred in my office that it would depend altogether upon the conditions surrounding that whether I would have anything to do with what he said or not. He said, "Well, you come to my house; the other traders will be there, and I am going to tell them all what they have got to do." That is why I said proposition: that he made no proposition; that it was a one-sided affair. At the meeting at Major Baldwin's house Mr. George M. Paschall and Mr. William H. Quinette, traders at Fort Sill, and I went over together. When we arrived there Mr. Craggs, Mr. Charley and William H. Cleveland, traders at Anadarko, had already arrived, and Mr. R. D. Wood, trader at Rainy Mountain, was there also. Shortly after arriving there, I asked Major Baldwin if this was the meeting which he had spoken of for all the traders and himself. He said it was; and I asked him why Mr. Sam Strauss, trader at Fort Sill, was not there, and also Mr. Frank L. Fred, trader at Anadarko. He said that he had seen Mr. Fred, who was not coming, but who had authorized him (Baldwin) to represent him. Mr. Craggs and Mr. William H. Cleveland said they represented Mr. Sam Strauss, and the meeting began.

Mr. Baldwin—Major Baldwin stated to the traders that he proposed after that lease payment that no trader should sell goods to an Indian on credit without an order from him, and that any trader who sold goods without such order, or who sold more goods than the order called for, would be put off the reservation; that he had authority to do so. The subject was discussed by the traders about the amount of credit the Indians would get per capita from one payment to another, and the manner of collecting their debts; and Major Baldwin stated that the traders would have to bear the expense that would be incurred in adopting his plan; and I asked him would the balances left over at that payment be collected by his plan, and he said that they would not; that he didn't have anything to do with those, and would not permit them to be considered in his plan. I then asked him what per cent of an Indian's income did he intend to allow each Indian to trade out. He said he didn't know; that he had not decided about that. I remarked that that was a very important thing; that I was opposed to the plan in general, and would not consider it at all, unless the balances left at that payment were considered and taken in on his plan, and unless he would contract to give each Indian who might apply for credit a stated amount of his income. He said he wouldn't bind himself to anything; that the traders had to sign a contract agreeing not to sell goods except on orders from him, and that he didn't propose to go into writing at all with them. I said, "Well, that isn't a business proposition; you are putting yourself in a position to control the business of every Indian trader on this reservation, while you haven't a cent's interests in any one of their business, and the trader's money, his commercial reputation, remains in your hands." He said, "That may all be true; but I am no business man." I replied then that I would not go into the plan which he said the traders had to adopt; that I wouldn't delegate the management of my business to any man living, and especially to a man who publicly proclaimed himself not to be a business man; that I didn't believe he had authority to put any trader off the reservation who refused to adopt his plan, and whether he did or not I wouldn't do it. The card system proposed that night was suggested by the traders after Mr. William H. Cleveland had gone to Osage Agency, investigated the system there, and explained it to the traders here at Anadarko. Mr. Quinette told Major Baldwin, after I had finished speaking, that he thought I had covered the ground about as completely as it could be covered, and that he was going to stand by me. Mr. Paschall said he didn't see that there was anything left for him to say, and that he was with Mr. Quinette and me. The other traders—Mr. Strauss, by proxy, and Major Baldwin, representing Mr. Fred—opposed Mr. Quinette, Mr. Paschall, and myself, and wanted to adopt Major Baldwin's plan. The meeting stopped without anything tangible being accomplished, and the next thing I heard on the subject was that his plan had been postponed indefinitely. I received a letter to that effect.

Q. Mr. Brown, if this credit system by card was adopted on a reservation, would it not open the door between the agent and some trader for collusion?—A. There couldn't have been anything adopted that I can conceive of with greater opportunities, and I told the other traders after the meeting that they were all a set of chumps and that they didn't know straight up.

Q. You did not see the authority Major Baldwin had for removing traders off

the reservation in the event they did not comply with this system, did you?—A. I did not.

Q. Judging somewhat from the statements that have been made by you, I would suppose that an antagonism existed between Major Baldwin and the traders. Am I correct?—A. Undoubtedly.

Q. Can you ascribe any motive on Major Baldwin's part for this antagonism?—A. I can not; I don't know of any cause on earth that justifies Major Baldwin's antagonism to the traders; so far as I know they have been extremely courteous and gentlemanly to Major Baldwin until he commenced his antagonism to them, and then I heard every one of them say at Anadarko, and some others, that they thought he was wrong and they didn't know what prompted him to act as he has and feel and express himself towards them as he had done.

Q. Prior to the date upon which you ceased speaking to Major Baldwin, were you with him frequently enough or did you see him sufficiently to state what his habits were?—A. I was.

Q. Will you please state what they were as to drinking?—A. He was a drinking man.

Q. Is he an habitual drinker?—A. Well, I couldn't say as regard to being an habitual drinker, because I never came down to his office unless I was really compelled to on business, but would see him when he was away from there or off on the reservation, or off of the reservation, and sometimes at night, after office hours.

Q. Either in the office or on the reservation, have you ever seen him under the influence of liquor?—A. I have.

Q. Where?—A. I have seen him under the influence of liquor at Chickasha, El Reno, Fort Sill, subagency at Fort Sill, the Strauss incident down there, and at Rainy Mountain, and Caddo subagency.

Q. Were you present at the Strauss incident?—A. I was not present, but shortly before he made his attack on Strauss he told me what he intended to do, and I advised him not to do it. I told him that he was wrong, that Sam Strauss would lick him if he opened up a fight on him, and that I didn't think that he was treating Strauss right, or he would treat him right by closing his store at the time he said he was going to close it, which was during a lease payment, and one of the two times only in a year when a trader had an opportunity to collect his debts, and that if he did close him up as he said he was going to, that I would bet him Strauss would be open and doing business within twenty-four hours after he closed him up.

Q. Was Major Baldwin drunk at that time you just speak of at this conversation?—A. No, sir; he wasn't. I wouldn't consider him drunk; he was drinking, but he wasn't drunk.

Recess until 1 p. m.

Hearing resumed at 1 p. m.

Q. In answer to a question propounded by Mr. Shepherd, you stated that you considered Major Baldwin unreliable; please state some instance, if you can recall it, of his unreliability.—A. I made that statement from personal knowledge. It is this: Major Baldwin let a contract here about a year or more ago, to the best of my recollection, for some horses and some mules. Before the contract was let he asked me if I was going to bid on it. I replied that I expected to do so, and he said that the stock would have to come from a distance; that he wouldn't take the stock around here; there wasn't the stock around here that he wanted. I then concluded that I would bid on the contract and make my bid upon a basis of Kansas City, Mo., stock. About two hours or three hours before the contract was let, which I mentioned, Mr. Fred H. Wright, of El Reno, Okla., and Mr. Mitchell, I think E. F. Mitchell, also of El Reno, Okla., came into my office, and said they understood I was going to bid on the contract, and asked me if it was so. I asked them if they were going to bid; they said that they came here for that purpose; we discussed the subject of bidding some little time, and they left my office; after they left and before the contract was awarded, Major Baldwin came into my office and asked me if I had decided to bid on the contract, and I said that I had; "Well," he said, "I wanted to tell you before you bid that I am not going to take anything but St. Louis, Mo., market stock;" I said to him that "You didn't state that—hadn't stated that to me before," and that I was expecting to bid on a basis of Kansas City market stock, and that it was only a short time of an hour or a little more before the contracts would be let or the bids opened; that I had no opportunity to get prices on St. Louis stock; that his advertisement for this stock did not call for St. Louis stock; that he knew I expected to bid, because he had

asked me the question and I told him that I did, and that when it was too late for me to get prices on the kind of stock he said he would take, he came and told me the only kind he would take; that I thought it was just throwing me out of bidding on the contracts; he said that wasn't his intention, but St. Louis market stock was the only stock that he would take.

Some time after that, I don't remember the exact number of days, he told me he was going to Kansas City to inspect the stock on Wright's contract—Wright had gotten the contract at the time I mention. I asked him what he was going to Kansas City to inspect the stock for on Wright's contract, and he said he was going to take Kansas City stock, and was going there so that he could inspect the stock and receive it there, and save Wright the expense of buying the stock and shipping it into this country and running the risk of having some of it condemned or rejected and left on his (Wright's) hands. I reminded him that he had told me just before the contract was let that he wouldn't take anything but St. Louis stock; now he was going to take stock on Wright's contract and from Kansas City, and not going to St. Louis for it, as he told me that whoever got the contract would have to do. He said that he had understood that Kansas City was just as good a market as St. Louis for the class of stock called for in the contract, and he was going there for it; he said that he would receive the stock in Kansas City if it came up to Wright's contract, but that Wright would have to be responsible for the safe delivery of the stock until it reached Chickasha, Ind. T. After he came back from Kansas City he told me that he had received the stock there, and Captain Johnson, chief clerk, asked me to go over to Chickasha with him the day he sent Mr. Frank Farwell and some police and employees over to bring the stock from Chickasha to Anadarko; I went over with him, saw the stock, and came back with Captain Johnson to Anadarko the same day. Later on Major Baldwin told me, in speaking of the expense of his trip to Kansas City, to inspect Wright's stock there, that he went to the races and won \$100 on a horse, which paid his expenses to Kansas City and back. I consider that when Major Baldwin told me what he did with regard to this stock, and just before the contract was let, only about an hour before, which was too short a time for me to get prices on St. Louis stock, and then afterwards didn't get the stock from St. Louis, but from Kansas City; that no reliance can be placed in anything that he says or does. The Government contracts require that a certified check for a certain percentage of the gross amount of the bid must accompany every bid. Mr. Wright told me in my office—

(Counsel for Baldwin objects to any hearsay, unless Baldwin was present.)

A. (Continued.) Another instance of what I consider Baldwin's unreliability is this. He stated in his letter of August 20, 1896, directed to the Commissioner of Indian Affairs, relating to my license as trader, that he would not approve of another trader's license in the future unless the trader stopped selling goods to Indians on credit. I have every reason to believe that he has approved of at least two traders' license since then, and the traders have told me that they never agreed with Major Baldwin to stop selling goods on credit; I made it a point to ask them. I can cite a few more if that isn't enough.

Q. You stated that prior to August 20 that your relations with Baldwin had been pleasant. Now, one of the charges against Major Baldwin is that he is irascible in temper. Have you ever upon any of the occasions that you have been with him or seen him noted any irascibility of temper?—A. I have.

Q. Please state when and where and how it was shown.—A. He has been so with me; in this way, that I have wanted to discuss and talk with him in regard to business here. I told him on one occasion that if he pursued the course that he was pursuing at this agency that he would break every Indian trader on this reservation, and told him that he could temper his official acts with justice to the traders, and give them what I believe they are entitled to receive, and not do the Indians nor the Department any injustice. He replied that he was going to carry out his policy at this agency if broke every Indian trader on the reservation, and that he didn't care a damn if it did. I wanted to talk still further with him on the subject, and he said that is all he had to say, and he wouldn't discuss it. This conversation occurred at his yard gate one afternoon. I was present upon one occasion when he was inclined to be abusive to Mr. Daniels in the commissary room in this building. He said to Mr. Daniels that he had come here the night before, or I think it was one night anyway, and found the commissary door unlocked, and complained of Daniels for it being unlocked, and said it was his business to keep those doors locked. Daniels told him that he knew that to be the case, but that he couldn't keep the doors locked when other parties had keys, and he (Baldwin) had one himself. Daniels started to talk to him more about it, and Baldwin turned around and walked off; didn't say anything. I have tried

frequently to talk to Major Baldwin about business here, and never had a satisfactory talk with him in my life. In his own office when I have wanted to discuss business with him he has gotten up and walked out when I was talking to him.

Q. Charges have been made that Major Baldwin appropriated public property to private use. Can you state any instance of your own knowledge where he has?—A. Not of my own knowledge; no, sir.

Q. Are you acquainted with John Light?—A. I am.

Q. Do you know what Baldwin's relations with John Light are?—A. Only what I have seen; Baldwin has appeared to be a very warm personal friend of John Light, but from my own experience with Baldwin I don't think that amounts to anything.

Q. It has been charged that he is in collusion with John Light on this cattle purchase. Do you know anything about that?—A. Only what I have heard; no personal knowledge.

Q. Has any such thing as that been common talk in this country?—A. Yes, sir.

Q. Are you acquainted with John Ellis?—A. I am.

Q. Did you ever have a conversation with John Ellis in regard to the condemnation of the Kiowa school building? If so, state what he said relative thereto.—A. I have. Mr. Ellis came into my store, office, one day and asked me if I knew anything about Major Baldwin going to have the Kiowa school condemned. I told him that I did not, except that I had heard Baldwin say that he was going to have it condemned and then build the finest school out in the Wichita Mountains that had ever been built upon an Indian reservation. Ellis said, "That is what I am told, and if Baldwin wants some one to condemn that school, I wished you would tell him that I will condemn it for him regardless of its condition, if he intends building another school in the place of it." He said that he would then get a chance to bid on the other school and make some money out of it. I didn't tell Mr. Ellis whether I would tell Major Baldwin what I was asked to or not, but I never told him. I spoke about it to others, but I never said anything to Major Baldwin about it.

Q. Do you know John Coulton, of Chickasha?—A. Yes.

Q. Were you present when Baldwin made a purchase of oats from him?—A. I was not.

Q. Were you present when he made a purchase of any kind of feed?—A. I was present when Major Baldwin ordered from Coulton about 2,000 pounds of bran; it occurred in my office.

Q. Who else was present?—A. No one. Major Baldwin was in my office, and Mr. Coulton came in to see me. I introduced Mr. Coulton to Major Baldwin, told him he lived in Chickasha, and Major Baldwin asked him what business he was in. He said he was in the flour and feed business, and Major Baldwin asked him what he would sell him, I think it was 2,000 pounds of bran—it was in that neighborhood—of bran for; Mr. Coulton told him the price, and Major Baldwin asked him when he could send it to him. Coulton said he was going back that day and would send it up the next, and Major Baldwin told him to send it up. That was all that I heard said on the subject.

Q. You don't know whether the bran was received or not?—A. Don't know anything about it. Never thought anything about it after that.

Q. The withholding of \$25,000 of grass money to establish a school out at Mount Scott. How is that unjust to the traders, will you please explain?—A. I consider it unjust to them in this way: The Indians prior to last June payment had traded on credit with the traders of this reservation, and owing to Major Baldwin receiving money from them when they were in that financial condition to build houses with, kept some of them from paying their debts; and others used it as a pretext for not paying their debts, claiming that they had left their money with Major Baldwin to build houses with, when, after investigating their statements, I found that they had not left any money with him at all, and were lying about it. Major Baldwin receiving money from the Indians put the Indians still further behind in paying their accounts, and any of the money due if withheld for any purpose can only still longer delay the payment of their accounts. The accounts were made by the Indians in good faith; they promised to pay at the time that they got their money, and one of the regulations contained in the book of laws and regulations governing trade with Indian tribes says that it is the duty or expected of an Indian to pay his debts in the manner and at the time agreed upon. If the money is withheld which is due them, they can not pay the debts, and I can not see any use for such a regulation unless an attempt is made for it to be complied with. While that regulation just mentioned is in the book stated, there is another which says that the Indian agent will be held responsible for a faithful compliance with the regulations contained in the book.

Q. Mr. Brown, wasn't due notice given to the traders that this amount of money was going to be withheld?—A. I have never received any such notice, either that the money was going to be withheld for building houses or that the money was going to be withheld to form a copartnership with the Government in building a school.

Q. When did you have the first notice, prior to or subsequent to the payment on which it was withheld?—A. The first notice that I had that the Indians were going to leave money to build houses with was when some Indians didn't pay me any money they had promised to pay me, and I sent after them to come to my store; they came and told me that the reason they couldn't pay me was because they had left money with Major Baldwin to build a house with; that was the first I knew of it.

Q. Are you sufficiently conversant with the Kiowa tongue to understand their language?—A. I am not. I can understand part of what they are talking about, but not fully enough to comprehend all that they say, or even at times the meaning of what they are saying.

Q. Have you ever heard the Indians discuss among themselves at any time the withholding of this money for the Mount Scott School or the building of houses sufficiently to judge whether it is with their consent or not?—A. I have never heard the Indians discuss the withholding of money to build the school at Mount Scott; I never heard an Indian ever mention it; never did. That might seem strange, that I have not, but I was absent for about seven weeks since I understand that that question has been agitated amongst them, and since my return I have been extremely busy with the lease payment, and now the investigation, and haven't had time to talk to Indians upon any subject except subjects of business relating to myself.

Q. You stated in reply to a question of Mr. Shepherd's that you had not been around the Kiowa school for five years until last Sunday evening, if I understood you correctly?—A. I think I said about five years.

Q. Did you observe, upon that occasion just mentioned, the disposition made of Government property belonging to the school?—A. I did; it was forced upon me, I might say.

Q. In what way was it forced upon you?—A. By what appeared to me to be the utter abandonment of property.

Q. What kind of property and what way abandoned?—A. I saw property, bath tubs, appeared to be, caldrons, and other property all in a pile, like a pile of refuse, out in the yard, back of the building; I saw schoolbooks scattered all over the floors and in the halls, and I saw different kinds of charts, elementary charts, there in the building and the doors all open, accessible to anyone; I saw bedsteads scattered around the rooms; I saw a globe setting there, and other property that was just in the same condition. I went all over the building pretty much; I don't mean that I went from cellar to dome, but I went in all the rooms of the building except one or two; of course I don't mean to swear that that is Government property that I saw; I don't know.

Q. Was any custodian in charge of this building that you saw?—A. I saw a man there who said he had the contract for lowering the building; I talked with him about the building; I remember one thing that was said was this—it struck me quite forcibly: That was that he had a contract to lower the building, but was not under bonds for the safety of the building, and if it was wrecked or any damage done to it, the Government would be the loser; he didn't state that to me; he stated that to a gentleman who was with me, and I heard him say it.

Q. Who was with you?—A. Mr. Hurley, I think his initials are A. W.

Q. Did you observe any chairs piled up in the yard?—A. I can't state positive whether I saw any chairs or not; I saw a whole mass of stuff there, some of which I have just mentioned. Everything was just lying around loose, scattered all over the rooms; the desks, of course, were fastened to the floor. I remember that I remarked at the time to Mr. Hurley that it was a good thing the Government was rich, there was a good many dollars' worth of property lying there exposed.

Q. Please take this letter, dated November blank, 1896 [handing witness letter], mailed at Chickasha, addressed to the honorable Commissioner of Indian Affairs or Secretary of the Interior, and signed by S. P. Milbury, and state whether you know anything about that letter yourself, or whose handwriting the body of it is in, or the signature thereto, or whether you are acquainted with the signer of it, S. P. Milbury.—A. I never heard of anyone by the name of S. P. Milbury; don't know the signature as signed, neither do I know the writing in the body of the letter; don't know anything about the letter, except that I have seen it before.

Q. Where did you see it before?—A. I saw Mr. Fisher hand it to Mr. William H. Cleveland while on the witness stand for identification.

Cross-examination by Mr. FISHER:

Q. Do you know how Mr. Shelley, the attorney for the traders at Washington City, came in possession of that letter that you have examined, signed S. P. Milbury?—A. I don't know in the first place that Mr. Shelley is attorney for the traders; he is not my attorney.

Q. Do you know how that letter came to reach the Interior Department at Washington on the same day that the letter signed W. H. Cleveland and Craggs reached it?—A. As I didn't know that to be the case, I couldn't know anything about it.

Q. You have stated in your direct examination that up to the date of the last June payment that the indebtedness of the Indians to you was between \$10,000 and \$11,000 that was then standing on your books unpaid. In what length of time had that indebtedness been accruing?—A. Well, I said approximately. That is impossible for me to state, for this reason, that some Indian customers that I have I am quite positive haven't paid their accounts in full for several years, at payments frequently leaving at times a large and at others a small balance, which was carried over after the payment was made.

Q. Approximate the proportion of that indebtedness that has accrued during Major Baldwin's administration.—A. That is impossible for me to do; I didn't anticipate the question, and haven't the vaguest idea what the amount is.

Q. Isn't it true that the greater portion of that indebtedness has accrued during Major Baldwin's administration?—A. I have just answered that question by the answer to the other.

Q. Has there been any increase in the amount of credit that you have extended to Indians since Major Baldwin came here than that you extended to Indians prior to his coming here as agent?—A. Well, that is the same question asked another way.

Q. What has been the difference between your collections at the end of each grass payment that has been made since Major Baldwin has been here and that made prior to his coming here?—A. That is the same question exactly, asked in another way.

Q. Then you can't tell anything about whether there has been any difference as to the line of credit you have extended or the Indians' promptness in paying their debts between these different times or not?—A. Yes, I can.

Q. Well, then, in your own language, go on and answer those questions I have asked.—A. My answer to that question is this: When the Indians failed to pay me at the June payment, 1896, and told me that Major Baldwin had told them to leave their money with him to build a house, I asked, and stated that he had told them if they owed the traders anything to let the traders wait for their money. I didn't believe their statements and went to Major Baldwin and told him what the Indians had said that he had told them, and asked him if it was so, and he stated to me that they had told exactly what he told them. My collections were extremely poor at that payment, and I went to El Reno, sued some of the Indians, and garnished the money in Major Baldwin's hands. When I spoke to Major Baldwin about what the Indians had told me, I told him I attributed my poor collections to the advice that he had given them, and that he was making a poor graduate in rascality of every Indian he took money from to build a house when that Indian owed the traders for goods sold them, and that I thought that he should only take money from Indians to build a house when they did not owe the traders any money; that he was getting the credit both from the Indians and the Government for building the houses for the Indians, while the traders in reality were building them themselves.

Q. Now, will you please state what the amount of your collections were from Indians after that June payment?—A. As near as I can tell, or approximate, they were about \$2,100.

Q. What were the amount of your collections at the payment next preceding that June payment?—A. I can't answer that without referring to my books; the other I can approximate, as I did, for the reason that I have had about fifteen or eighteen suits filed against me on account of my poor collections, and I can't forget it.

Q. Now, can't you approximate the amount of your collections on Indian indebtedness to you made after the payment inquired about, the one next preceding the last June payment?—A. I honestly can not without referring to my books.

Q. Didn't you notice the difference between those two payments just after you had received this payment from the Indians in June?—A. I did, but approximately how much better I can't state, for the reason assigned.

Q. Please name the Indians, and tell when and where they told you that they couldn't pay you because Major Baldwin had insisted upon their leaving their money with him to build houses, and to let the traders go, and explained to you that they were more afraid of Major Baldwin than they were of the traders, and

that they were afraid not to do what he wanted them to.—A. Well, I will head that list by the name of a man who has already sworn that he didn't tell me that. His name is To ka motes; another is a man named Mo cha cha; another is Ting ka bough; Patterson. Henry Lone Wolf stated that he didn't pay all his account for the reason that he had left money with Major Baldwin to build a house, but said if I would go with him to Major Baldwin that he would ask Major Baldwin to give him his money back, so he could pay me. I couldn't go with him; he went himself. Major Baldwin told him to go home, sleep over it, and come back the next morning and have a talk with him about it. I saw Major Baldwin and asked him if Henry Lone Wolf had been to him on the subject mentioned, and he said that he had, and that he had told Henry just what I have stated, and that when he came back the next morning he told Major Baldwin he guessed he had better leave the money with him. That is what Baldwin told me. I didn't see Henry after that; he kept away from me. There are others, and I have got the list of them up to my store, but I don't remember them right now; the list is there. Now, I can give you the name of Ah he, E mou ah, Po tapt; he is also known by another name, which I understand is on Major Baldwin's rolls, and does not go under the name of Po tapt on his rolls.

Q. How many of those told you that they had paid Major Baldwin money to build houses with?—A. Every one of them.

Q. Do you know that Major Baldwin has not built Indian houses since he has been in charge of this agency?—A. Why, I testified in my direct testimony that I didn't know anything about it.

Q. How long did your intimacy and friendship with Major Baldwin continue after this horse contract that was awarded to Wright that you have testified about?—A. At the time I spoke to him about the contract mentioned he explained it to me, and I believed his explanation. After he wrote the letter to the Commissioner of Indian Affairs I saw what a contemptible hypocrite he was, and since then I wouldn't believe him under oath.

Q. Isn't it true that all the instances that you have given of his unreliability, or nearly all of them, were instances that occurred prior to the time that the friendship between you and him ceased?—A. It is. I have had no intercourse with him since—no opportunity.

Q. Now, in reference to the affair at Fort Sill, in which you testified that Major Baldwin called the traders vultures, and the time that you say you knocked over a chair and a table and threatened to kill him if he didn't apologize, and he apologized for an hour and then went off and slept with you that night—now, when did that occur?—A. It occurred at night, about half past 11 or 12 o'clock, in the officers' club at Fort Sill, and he slept with me in the room assigned to me by Mr. W. H. Quinette, licensed Indian trader at Fort Sill, in his residence.

Q. Well, was it in the year 1 or in this year or some intermediate year between those dates?—A. I don't see from your question that you asked me about the year. You asked me the time. I couldn't tell whether you meant daytime or nighttime. It was at the summer payment in 1895.

Q. What month was that?—A. I don't remember the month; I could not tell. The payment occurred here about the 1st of June, 1895, and I don't remember whether the Sill payment was made before the payment here or whether it was after the payment here, but it was at that lease payment. I distinctly remember the next morning when I went down to breakfast that Mr. Quinette asked me why Major Baldwin didn't come down to take breakfast, and I told him that Major Baldwin said he thought he had better go and take breakfast up in the post, where he was stopping.

Q. How many were present in the clubroom at the time of the scene above described?—A. There was no one present at the time; officers had been in there, and had left, but there was not anyone present; we were sitting there by ourselves. I told Mr. Quinette about it immediately after breakfast when I explained to him what Major Baldwin said.

Q. In your direct examination you referred to a conversation had with Major Baldwin at the Kerfoot Hotel in El Reno. When did that occur?—A. It occurred the night before the suits I have mentioned were to be tried, about the 28th day of July, this year.

Q. Who was present at that time?—A. No one; Major Baldwin was in my room at the Kerfoot Hotel, room No. 5. Major Baldwin stated other things to me at that time that haven't appeared in this testimony, which were these: That at the future payments to the Indians he did not intend to permit the traders to leave their places of business and go from one place of payment to another to collect their debts; I told Mr. Craggs of this, and he told Mr. C. A. Cleveland; Mr. Cleveland went to see Major Baldwin about it, and Major Baldwin denied it. Mr.

Craggs came to me and told me that Major Baldwin had denied what I said, and said that he never made any such a statement. Mr. Craggs came to me and said that Major Baldwin had denied it to Mr. C. A. Cleveland. When Mr. Craggs said this, Mr. William H. Cleveland was present and heard it. I said to Mr. Craggs, "You go down and tell Major Baldwin that if he denies what I say, that he is a God damned liar." Mr. Craggs went down and saw Mr. Baldwin and told him what I had said, and Major Baldwin asked him who was his informer; he first denied it, and Mr. Craggs told him to be careful, or some such remark as that, and then told him that I said that he had told me that in my room at the Kerfoot Hotel, and Major Baldwin told Mr. Craggs, "Well, Mr. Craggs, I did say that, but I never meant it."

Q. You say you was present in your office at the conversation between Major Baldwin and John Coulton?—A. I was; I introduced them.

Q. When did that occur?—A. Well, I couldn't give the date; I never impressed my mind with the date; as I stated in my direct testimony, I never thought anything more of the transaction after Major Baldwin ordered the bran of him, and don't know anything about whether he got the bran or not.

Q. Was there anybody else present at that conversation besides yourself, Baldwin, and Coulton?—A. There was not; Major Baldwin and I were in there talking when Mr. Coulton came in.

Q. Were you present all the time that Major Baldwin and Coulton were in conversation?—A. To the best of my recollection, I was.

Q. Was there anything mentioned in that conversation about oats between the parties?—A. I have no recollection of any such conversation.

DUDLEY P. BROWN.

Subscribed and sworn to before me this 22d day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of TO WAC O NIE JIM (Wichita), in support of charges.

Direct examination by Inspector McCORMICK:

Q. Jim, did the Government buy any cattle last spring or summer and issue them to the Indians?—A. Yes, sir.

Q. Did you sell the Government any cattle?—A. Well, I came here to town Thursday. I come here to this office here. Major, he tell me, "If you got any cattle to sell, heifers, 2-year-old or 1-year-old." And he ask me if I got cattle, and I say, "No; I got no cattle to sell." And the Major tell me, "If some of your friends"—that means white man—"if you get the cattle and put them in, I buy them;" that is what he tell me. I says, "Major, I ain't got no money to buy them." Major says, "Well," Major tell me, "you go and get the cattle, about 50 head, and put them in, and I buy them;" that is what he tell me. I says, "I got a friend down there in Chickasha, Mr. Light"—that is what I tell the agent—"and I go there and get that cattle;" that is what I tell him. And I go just a little piece and I come back, and I says, "Major, give me the paper to show Mr. Light, so as I get the cattle." And Major says, "All right;" and he give me the paper and I put in my pocket and I go; and I went there to Chickasha, and I find Mr. Light there and give him the paper. Mr. Light says, "All right; I get out 50 head of cattle, and I have four boys; and Mr. Light tell me, "I let you have the cattle to-morrow. And I tell Mr. Light, "Mr. Light, how much you going to pay me if I gets these cattle and take them down there and sells them?" And Mr. Light, he give me paper, and he says, "You give that to agent, and whatever he pays you that all right." And I get that cattle and put them in here, and I come here and I tell the agent I got cattle down there now, and "All right," he says; "That all right," he says; "I see them to-morrow," he says. And the next morning agent went down, down to corral there. I seen some bunch of cattle there. I don't know who belong to them. I see some little bunches there, and agent says best cattle I brought. And the agent says, "All right; I buy them 50 head of cattle." He didn't say how much he going to pay a head; he didn't say that. And then, same time, he branded and issued to Apaches or Kiows same time. And same time, about afternoon, I come here to this office and he pay me \$62.50. That is all; that is all I know.

Q. Jim, didn't you sell those cattle very cheap, 50 head of cattle for \$62.50?—A. Well, I think about that Mr. Light give me the paper to give to agent; I think about that telling him to pay me the \$62.50.

Q. When you went to see Mr. Light, did you ask him the price of the cattle, or what did you ask him?—A. I ask Mr. Light I want the cattle; he says all right.

Q. Well, did you tell him what you wanted to pay for them, or how much he would take?—A. He didn't tell me how much he would pay.

Q. Then you didn't buy the cattle, did you, Jim?—A. No, I didn't buy them. You know I said first time I come here to office and agent ask me if I buy cattle, and I told him I got no money to buy.

Q. Then you didn't buy the cattle of Mr. Light?—A. No, I got no money to pay.

Q. When you had the talk with the Major in the office, did he tell you where you could get the cattle from?—A. Yes, sir.

Q. Who did he tell you?—A. I tell him Mr. Light.

Q. Did he tell you?—A. No.

Q. How come you to think of John Light?—A. No; the reason I want to go, he is my old friend. Mr. Light.

Q. Had you ever bought any cattle from Mr. Light before?—A. No, sir; this first time.

Q. You don't know what was in that letter to Mr. Light?—A. No.

Q. Did you know when you got the cattle from Light how much money you were to get for bringing them up?—A. No, sir.

Q. Then when you received \$62.50 that was the first time that you knew how much you were to get?—A. Yes, sir; that was the first time when I got the \$62.50.

Q. Did you think that you were buying the cattle or just driving them up here for John Light?—A. I thought I just driving them up there, because I didn't have money to buy them.

Q. Then your idea was that you were to get paid for driving them up here?—A.—Yes; \$62.50—that is what they paid me.

TO WAC O NIE (his x mark) JIM.

Attest:

H. KELSEY.

F. A. FISHER.

Subscribed and sworn to before me this 22d day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of ANDREW CONOVER, witness in support of charges.

Direct examination by the INSPECTOR:

Q. Where do you live?—A. On the Kiowa and Comanche Reservation.

Q. Are you a member of the Kiowa tribe?—A. No, sir; Comanche.

Q. Were you ever Government interpreter?—A. Yes, sir.

Q. When?—A. Last summer, a year ago.

Q. Were you interpreter last winter at the payment at Fort Sill?—A. Yes, sir.

Q. Were you present at a conversation had between Major Baldwin and Mr. Strauss?—A. Yes, sir.

Q. Was Major Baldwin under the influence of liquor at that conversation? Was he drunk or sober?—A. I couldn't say for certain, but from his actions I think he was.

Q. What, drunk or sober?—A. Under liquor.

Q. Now, state as near as you can what took place between Major Baldwin and Mr. Strauss in that interview, if you were present?—A. Well, it was along about midnight, after I was gone to bed, Major Baldwin sent a police up to our camp after me, and then after I got to his camp he sent after Mr. Strauss and Charley Dietrich, and he told Mr. Strauss that he was interfering with his business, and he cursed Mr. Strauss, told Mr. Strauss he was a damned liar, and was a thief, and was not fit to be with the Indians; and Mr. Strauss started to get up and go out, told the Major that he did not come down there to take his abuse; and the Major told him that he could not go out until he got through with him; and he ordered Mr. Strauss to close up his store the next day; and that is all I know about Mr. Strauss and the Major.

Q. Didn't Mr. Strauss say anything?—A. Mr. Strauss didn't say nothing; only he said he didn't come down there to take his abuse; that is all he said.

Q. Who else was in the tent besides Strauss and you and Major Baldwin?—A. Mr. Burton was present, Lieutenant Saville, and Mr. Greene.

Q. Did you ever hear more than one conversation between Major Baldwin and Mr. Strauss during that payment that you were there?—A. No, sir.

Q. Were you the agency interpreter—interpreter for the agent—Government interpreter?—A. Yes, sir.

Q. Did you travel around with the agent much while you were interpreter?—A. No, sir; only that one payment.

Q. Is that the only time you ever saw Major Baldwin under the influence of liquor?—A. No, sir.

Q. Where else did you ever see him?—A. At Rainy Mountain.

Q. When was that?—A. That was on that payment; last winter, I believe, it was.

- Q. Did you ever see him any place else?—A. Down here at this old office.
 Q. In the office?—A. Yes, sir.
 Q. What was he doing in the office to make you think he was under the influence of liquor?—A. He wasn't doing anything; but his actions, and I could smell it on him.
 Q. Well, describe what his actions were down there that made you think so, Andy.—A. Well, the way he would act when Indians would come in to talk to him. He didn't want to talk to them; didn't want to waste any time talking to him, and ordered me to not let any Indians in his office, because he didn't want to fool with them; didn't want to bother with them.
 Q. Wasn't he busy writing or doing some work, probably, was the reason he didn't want them in his office?—A. No, sir; not as I know of; he wasn't.

Cross-examination by Mr. FISHER:

- Q. When you speak of the meeting between Strauss and Major Baldwin at the subagency at Sill, you mean last December, don't you—the 29th of December, or about that time?—A. I couldn't say what month it was in; I never kept any track of it.
 Q. At Rainy Mountain when was it?—A. I couldn't say about that; I couldn't say what month it was.
 Q. Was it in the winter time a year ago?—A. Yes, sir; it was in the winter time.
 Q. Who was present there at that time besides Major Baldwin and you when you saw him under the influence of liquor?—A. Mr. Jack Nestell, Mr. Will Cleveland, and Mr. Tim Peets.
 Q. Wasn't anybody else there?—A. No, sir; I don't believe there was.
 Q. Wasn't Mr. Dunn there, and Mr. Bottom?—A. I don't recollect just whether they as or not; Mr. Fieldy Hudson was there.
 Q. Was it in the daytime or nighttime?—A. It was in the daytime.
 Q. Well, it was simply your opinion that he was under the influence of liquor, was it?—A. No, sir; because I saw him drinking.
 Q. In speaking of the conversation that you heard between Mr. Strauss and Major Baldwin at the subagency at Fort Sill, who was the Mr. Greene that you mention?—A. Mr. Greene was his typewriter.
 Q. He was the stenographer here in the office, wasn't he—the man that run the typewriter and also took down in shorthand?—A. Yes, sir.
 Q. Did he take down in shorthand that night what was said and done there between Major Baldwin and Mr. Strauss?—A. Yes, sir.
 Q. Wasn't Dr. Wallin present there?—A. Yes, sir; he was; he was present.
 Q. How long were you interpreter for Major Baldwin?—A. Near about two years, I think.
 Q. When were you first employed?—A. I couldn't say just exactly when it was.
 Q. Well, was it when Major Baldwin first took charge of this agency?—A. No, sir; lieutenant was in charge of the agency when I was first employed.
 Q. Well, when did you quit working for Major Baldwin?—A. I quit along last spring.
 Q. Andy, what relation are you to George Conover?—A. I am George Conover's son.
 Q. Has anybody talked to you about what your testimony would be on the witness stand here?—A. No, sir.
 Q. Has anybody asked you what you would testify in case you was put on the stand?—A. No, sir; they have not.

ANDREW CONOVER.

Subscribed and sworn to before me this 22d day of December, 1896.

P. McCORMICK, *Inspector.*

Prosecution rests.

Examination adjourned until 9 a. m. December 23, 1896.

Testimony of M. F. LONG, first witness for the defense.

Direct examination by Mr. FISHER:

- Q. What is your name?—A. Martin Long.
 Q. Where do you reside?—A. At Rainy Mountain.
 Q. What is your business?—A. Indian farmer.
 Q. Have you any other duties than that of farmer?—A. My duties are to look after the interests of the Indians in the district where I am located.
 Q. What is the name of the district?—A. Known as the Rainy Mountain district.
 Q. What is the size of that district?—A. Something near 40 miles square.

Q. How long have you been engaged in that business?—A. I have been here a little over three years.

Q. How often have you been in communication with Major Baldwin since he has been in charge of this agency?—A. Sometimes I have been in here as much as a week at a time. About once or twice a month I come in here and stay a day on business and go away.

Q. Have you met him frequently on other parts of the reservation?—A. I have.

Q. Have you ever seen him since he has been in charge of this reservation under the influence of liquor?—A. No, sir; I couldn't say that I have.

Q. What is his manner of conducting his official business?—A. Well, he is business to the point. When he wants a man to do anything, he tells him what he wants, and wants him to go on about it.

Q. What has been your observation of his treatment of men with which he has official business?—A. Well, I think he treats them all right.

Q. Is he in the habit of flying in a passion and rage in transactions on official business?—A. I have never seen it occur.

Q. Were you at Lime Creek council?—A. I was not.

Q. Do you know of any instance in which you have heard that Major Baldwin was drunk while on your district?—A. Not in my district; not from this reservation. I saw it charged in print, in a paper, while on my district.

Q. Do you remember the time that he was charged with being drunk in your district?—A. Yes, sir.

Q. Well, were you with him at that time in the district?—A. I associated with him right smart that day.

Q. Well, now, you may state what his condition was, whether he was drunk or sober?—A. I considered him sober and able to attend to his business.

Q. Do you know of any instance of unreliability on the part of Major Baldwin in official business matters?—A. Well, I have none that I could say that I know anything about; I don't know of any; he comes up to his promises with me whenever it is in his power to do so.

Q. Do you know anything about his building Indian houses on the reservation within the last two years?—A. Yes, sir; I have had a good deal to do with it myself.

Q. How many has he built within your knowledge?—A. I believe it is ten in my district—nine or ten.

Q. Who inspected those houses after they were built?—A. I inspected those in my district.

Q. Well, how did you find them after you had inspected them?—A. Well, for the style of houses they were, they were as good as the material would make them.

Q. Do you know what the contract price was for the work on those houses?—A. Fifty dollars where there was no extra work done. That is what carpenters told me they were to receive.

Q. Have they been paid for?—A. The carpenters told me they got their money; that is all I know about it.

Q. How were they paid, upon your report or what?—A. When the houses were completed I gave the men an order to Major Baldwin that they had completed the houses; any extra work on them I told him of that.

By the INSPECTOR:

Q. I want to know whether you are a white man or an Indian?—A. I suppose I am a white man.

Q. You are carried on the rolls as a white farmer, are you?—A. I am carried on the rolls with an English name.

Q. When you come to the agency to transact business, state the nature of that business. Is it with the agent or the clerks?—A. I do all I do with the agent.

Q. You stated that you have met Major Baldwin frequently on other parts of the reservation?—A. Yes, sir.

Q. How frequently?—A. I have been out on the reservation with him three times, away from the school.

Q. Is that the extent of your frequent meetings with him in the past two years?—A. Yes, sir; away from the school building.

Q. Where were those three different places? Can you name them?—A. Twice down at Mount Scott, and once out at what is known as the Timaty Spring.

Q. What was the object of your visits there?—A. Down at Mount Scott I went on his orders to meet him on business. Another time I went there just to be going down there to see it; to look at the ground where they were talking of building the new school.

Q. Who else was there besides you and Major Baldwin?—A. One time Mr. Hornbeck, Mr. Burton, and Mr. Cox and his wife, and Mr. Duncan.

Q. Who was present at the other place where you met?—A. There was no one except himself and I.

Q. Had Major Baldwin been drinking on either of these occasions that you mention?—A. No, sir. Well, he had something to drink at Mount Scott.

Q. How do you know?—A. I drank some of it myself.

Q. Did he drink with you?—A. I don't know as he drank with me. There was some beer there and he gave me a drink of it.

Q. Whose beer was it? Who asked you to take a drink?—A. Major Baldwin.

Q. Did you see Major Baldwin take one?—A. No, sir; I didn't; not at that time.

Q. Did you see anybody else drinking?—A. Hornbeck took a drink.

Q. Do you know Mr. Long, who brought this liquor there?—A. No, sir; I do not. It was there when I got there.

Q. Upon the other occasion that you and Major Baldwin met alone, did you see any drinkables of any kind that day?—A. No, sir; I didn't see any at all.

Q. You have been asked if you have ever seen Mr. Baldwin, since you have been in charge of this reservation, under the influence of liquor. Have you ever seen him at any of these frequent times that you have met him when you supposed he had been drinking at all?—A. I have passed around him when I was satisfied he was drinking by the smell of his breath.

Q. You say that Major Baldwin is business to the point; when he wants a man to do anything, he tells him what he wants, and wants him to go on about it. Does he do that in a pleasant manner—courteously?—A. Well, he does it in a mild enough manner; yes, sir.

Q. Have you seen him frequently in business dealings with men?—A. Well, I couldn't say that I have but one time; I don't know whether that was classed as business men or not.

Q. Where was that?—A. At Rainy Mountain, last summer at the payment.

Q. Who was it with?—A. It was at the time that he had men that were on the reservation trying to collect money and had been arrested at Rainy Mountain and brought up before him. His object was to ask them what they were there for, what they were doing there, and after finding out that they were there for collecting debts that they had made outside of the reservation for petty deals and transactions of most every kind, regardless of his authority, he gave the Indians a lecture then about employing such men, advised them to always come to him or to his agent to transact business with the Indians, and offered to do all he could to get the most they could for their money for any work they wanted done. He did all this in the presence of the men that were arrested. He then told these men that he, with all of his experience with the Indians, has never seen the white man cross the line as they had did without having an idea of treating the Indians worse than they would a white man in a deal of that kind.

Q. How did he treat them, the white men; what was his manner toward them?—A. He just gave them that lecture I have stated, in their presence, and told them to leave the reservation and never come back again without authority.

Q. You stated to Mr. Fisher that you were with Major Baldwin in the district at the time that a newspaper charged him with being drunk?—A. That was this occasion just spoken of here. That was in the Rainy Mountain district, at the school building.

Q. Had Major Baldwin been drinking anything that day at all?—A. I saw him take one drink that day.

Q. Did you take one with him?—A. No.

Q. Mr. Long, do you reside in the school at Rainy Mountain or in a separate house?—A. In a separate house.

Q. Who furnishes your house?—A. The Government; furnished out of the Government supplies.

Q. By whose authority, if any, do you go into the Government supplies to furnish your house?—A. Captain Brown turned an outfit over to me when he was here, and I have had it ever since.

Q. Was that property inventoried and turned over to Major Baldwin?—A. I have inventoried it and sent it into here several quarters. About its being turned over to Baldwin I couldn't tell you.

Q. Do you or do you not know whether the regulations allow you the use of Government property in your house?—A. I know there is no law for it; it is just a custom. I know there is no regulation.

Q. Were you here at the time of the delivery of cattle under Mr. Light's contract?—A. Yes, sir.

Q. Did you see them?—A. I was here at the issue of them to the Indians. I didn't see the receiving of them.

Q. Are you a judge of cattle?—A. Well, I think I know a fat cow, and that is about all.

Q. What was your business prior to your coming into the Indian service?—A. I was a farmer.

Q. Well, don't you know anything more about cattle than that you can tell a fat one from a poor one?—A. I could in the country where I came from.

Q. Are you not a judge, then, of cattle in this country?—A. All the experience I have had is what I have seen around on the plains here. I have had nothing to do with them, only issuing them out of the lot.

Q. You can't tell, then, from your experience in handling cattle, whether they were Arkansas, Texas, or Mexican?—A. No, sir; I couldn't.

Cross-examination by Mr. SHEPHERD:

Q. You say you saw those cattle that were delivered by Mr. Light under his contract?—A. I saw the cattle that were issued to the Indians.

Q. Did you see the class of cattle the Indians had before these Light cattle were delivered to them?—A. Yes, sir.

Q. Were they a better class of cattle than the Light cattle?—A. They were a better class—looked better than any cattle than were brought out.

Q. Have you collected any money from the Indians in your district for the purpose of building houses?—A. Yes, sir.

Q. Who told you to do it?—A. Major Baldwin.

Q. Did the Indians complain about giving you that?—A. They did not.

Q. Did you make these collections on regular payment day?—A. I took some money on regular payment day, but not nothing like the bulk of it.

Q. Where would you stand at when you was making the collections on payment day?—A. I didn't stand anywhere; I sat at my desk.

Q. Was your desk near the place where Major Baldwin was paying?—A. It was in my room, and the payment was being made in the commissary; and my room was not in the commissary.

Q. Would the Indians come over voluntarily or were they sent over by Major Baldwin?—A. Major Baldwin knew nothing about it; they come over themselves, voluntarily.

Q. You expected them, though, didn't you?—A. I had been telling them for the last twelve months to save their money, and when they got it to come to me. Yes, sir; I was expecting them, for I had been telling them to save their money.

Q. Did any of them tell you that they had some indebtedness that they wished to pay?—A. No, sir; not any of them except one. He came to me after he had deposited \$65 and said he wanted \$15 back, and I gave it to him; said he wanted to pay Mr. Wood, the trader.

Redirect by Mr. FISHER:

Q. These cattle that was delivered to the Indians that you had been informed were the cattle delivered by Light—what ages were they?—A. They were from 1 year old up to 2 about. I don't think any of them would be less than a year old.

Q. What was the condition of those cattle at the time of delivery?—A. Some of them were very poor; some of them in very good order.

Q. About what proportion of them were poor?—A. About a fourth of them.

Q. What were they condition as to health?—A. I considered them all very healthy cattle.

Q. You have stated that the Indian cattle in your district that were running there prior to this delivery you regarded as a little better cattle than these were?—A. Yes, sir.

Q. In what particular were they better?—A. Why, they had been running on good range and they were in extra good order.

Q. Are any of these Light cattle running on the range in your district now?—A. If they were any issued here that were the Light cattle there is; they were mixed up; the issued cattle are out there.

Q. How do they compare now with the cattle that were there before?—A. Well, so far as that is concerned, they all seem to be about alike now. I don't know as I could go out there and distinguish any difference in the cattle, so far as the young cattle. The brands is the only way I could distinguish the difference—the age of the brand.

Q. How is the present condition of the Indians in your district as to advancement in civilization compared with what they were when you first went into that district three years ago?—A. I think there is a wide difference in them. They are scattered out and on their claims more so than they were when I went there, and they are living in houses to a great extent. There is scarcely any of them out there but what have tools now. When I went out first, there was a few owned all the tools and implements, and they were stored up at some central point, all at one place, instead of being scattered around at different houses, as they are now.

I couldn't tell who owned a plow or wagon. They wouldn't tell me who it belonged to, whereas now they won't hesitate to tell me who owns any implement or tool. They all make some effort to plant a little crop, with a few exceptions, and they cultivate it in most cases.

Q. Well, how was the conditions changed—by whose orders?—A. By Major Baldwin's orders to reward those who would listen and take advice and pay no regard to those that wouldn't when it come to issuing implements and things.

By the INSPECTOR:

Q. Do any of the Indians in your district live on the road between here and Rainy Mountain and on the road between Rainy Mountain and Fort Sill?—A. Only one between here and Rainy Mountain. There is several families that is close to the road along between Rainy Mountain and Fort Sill, in the vicinity you go through—a great many of them.

Q. Can these farms be seen from that road?—A. Yes, sir; some of them can.

Q. As the farmer of that district, do you go around and approximate what your Indians raise?—A. When they raise anything, I do.

Q. Well, do they ever raise anything?—A. They did this last season previous to this summer, but last season they raised but little.

Q. In that good season how much corn did they raise?—A. Their corn, I think, would average 25 to 30 bushels to the acre, taking good and bad, cultivated and not.

Q. How many acres were in cultivation?—A. About 400 or 450, in the hands of about 80 families.

Q. You stated just now to Mr. Shepherd that Major Baldwin told you to collect this money from the Indians; further on in your testimony you stated that the Indians came voluntarily to you and paid it. Now, as a fact, did Major Baldwin tell you to do it or did you do it of your own accord?—A. He told me some time before this to encourage these Indians to build houses by depositing that money to pay the carpenters and he would get the lumber if he could from the Department; I told the Indians of this; they understood it, and when they got their payment they voluntarily came on to me then because I had told them that this was coming.

Q. Did you give the Indians a receipt for this money?—A. I didn't give them a receipt, but I took one from Major Baldwin; only in one way, I put on the back of their ration ticket \$50 deposited to build a house. I keep record of it on my books.

Q. Why don't you give the Indian a receipt?—A. From the fact that I don't think it is safe.

Q. Explain why?—A. From the fact so many people will tinker with those things.

Q. Can't you write on that receipt that you ought to give to the Indians for this money non transferable or negotiable, and won't that make it safe?—A. I can write that: I don't think anything of that kind is safe in the hands of an Indian in this country.

M. F. LONG.

Subscribed and sworn to before me this 16th day of December, 1896.

P. MCCORMICK, *Inspector.*

(Testimony taken out of regular order on the date above named by agreement of counsel and consent of the inspector.)

Testimony of LAURETTA E. BALLEW, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name?—A. Lauretta E. Ballew.

Q. What is your residence?—A. Rainy Mountain; Baptist Mission at Rainy Mountain.

Q. Is that on this reservation?—A. Yes, sir.

Q. How long have you resided on this reservation?—A. I have been near this agency for eight years on the reservation.

Q. In what employment, if any, during those eight years?—A. I was six years a missionary working among the Indians, and two years in the Government service.

Q. What position do you occupy in the Government service?—A. As field matron among the Kiowa Indians.

Q. How long have you known Major Baldwin, the agent?—A. I have known him since he was agent at this place.

Q. About how many times have you met him socially or in a business relation since you have known him?—A. Almost every month.

Q. Have you ever seen him during that time when you thought he was intoxicated to any extent whatever?—A. No, sir; I have not.

Q. What was the condition of the Indians as to civilization when you first came among them?—A. They were settled along this river in bands, and coming to this agency to get their issues; and when we began our work among them, they were very wild and would run from us like deer, some of them, the little ones, small ones.

Q. Well, how rapid was the advancement in civilization from that time up to the time Major Baldwin came here?—A. They kept up their old Indian road until Major Baldwin came here; of going from one tribe to another dancing for ponies, and blankets, and everything that would be given to them, moccasins and things, and when they would go over there to this other tribe, they would just change a year about. They would go over there one year and receive ponies and blankets, and the next year they would come to this other tribe and dance for ponies and blankets, and would lose the good influence of those who had been teaching them the right way, the way of civilization. They would return to their homes, jaded and worn out, the life taken out of them, and, of course, we could not do much with them until they had rested up; and since Major Baldwin came they have asked him to keep this same dance up; and when they would go away and leave their homes, everything would be destroyed that they had. Their fields had been destroyed, and other things that they had gathered together; and they have asked Major to go away, and last winter they took advantage of him. The policemen asked him for permission to go and look after some stolen cattle, and when he gave them permission, fifty or sixty wagons went with these policemen; and they were gone two or three weeks, and when they returned and Major Baldwin learned that they disobeyed his orders, he sent for them to come in to the agency, and bring the ponies that they had received from the Cheyenne Indians; and there was about 300 head. He told them they must return every one of them, not keep them; and I do not know whether they returned them all or not, but the Indians said a number of them just perished around the town here; and I haven't heard the Indians say any more about wanting to go away to the tribal dance.

Q. Is that the only instance that you know of in which they have gone away in that manner since Major Baldwin has been here?—A. Yes, sir; that is the only time. I know of them asking to go, but he didn't give them permission. He told them—the Indians—I was working among them. I know that they didn't go when they asked.

Q. Since Major Baldwin took charge of this agency has there been any marked improvement among the Indians as to civilization?—A. Yes, sir.

Q. Will you state in what particular?—A. Well, in inducing them to take homes, take their land, and build houses, and make themselves as comfortable as possible, and he has, in the building of these houses, he has advised them to take care of the money that they received, and use it in the best way that would advance them in the right way of civilization, and a number of them have brought money to the agency and deposited it at his office, as much as \$50 or \$60 to the head, the Indian, in order that they might be helped to get a house; after that he encouraged them to leave off the tepee cloth and the overcoats that was issued to the Indians, and in this way he would try to help them to secure as good a house as possible, and he has built in our district—Rainy Mountain district—about thirty houses, 14 by 23, I suppose, with a partition through the center, two windows, and three doors, and a good brick flue in the center; this is made out of good lumber, the house, and well built, and the Indians are very much pleased with their homes; some of them are buying paint and painting them themselves; the Major has issued them stoves, had it done, and calico for curtains, and other material to make the house homelike, and Miss Reside and I have went into their homes and helped them arrange their homes to make it homelike and just as comfortable as possible. More than that, we have taught them to scrub them and keep them nice, and we have slept in them. That is what has already been done, and I can name several others that have deposited their money at this place for the same help.

Q. Have you ever heard any complaint among the Indians in your district or among the Kiowas that you work among about Major Baldwin asking them to deposit this money with them?—A. They have said, "We like the road that the Major has made in this way, helping us."

Q. Does that seem to be the prevailing sentiment among the Indians with whom you come in connection?—A. Yes, sir.

Q. About how many Indians are under your immediate charge as field matron?—A. I suppose there is about 300 that get their issue at Rainy Mountain.

Q. What other improvements, if any, has Major Baldwin made under his administration here?—A. There has been more farms fenced and more land turned than at any time previous, and they have raised more corn and sorghum and garden.

Q. Well, has he made any change and improvement in the manner of issuing annuities and paying out grass money?—A. Yes, sir; at the grass payments now he sends a policeman after them and they come in, and as soon as he gets through with them he sends them home; and before that they would remain from six to eight weeks—along there, from six to eight weeks.

Q. Prior to Major Baldwin taking charge of this agency, how many places of payment were they, if you know?—A. Just one; this agency here at Anadarko. All the Indians came to this place to receive their issue and their grass payment; that is, Kiowas and Wichitas and Caddos. Well, the Wichitas don't get their grass money, or the Caddos. Well, I am sure that some of the Comanches receive their payment here, because I have seen them here receiving it. I am not sure that they all come to get their issue here.

Q. Well, what changes in that particular has Major Baldwin made since he came here, within your knowledge, now?—A. Well, he has established this sub-agency at Rainy Mountain, and about 300 of the Kiowas, as I have said, receive their issue and grass payment at this place.

Q. Has that change been of any benefit, in your judgment, to the Indians?—A. Yes, sir; they can go to this agency and get their annuities or their rations, and they can go home in a day; go one day and back the next, and before they had to come; it was about 50 or 60 miles, and they got their payments every two weeks, and they were on the road almost all the time, coming and going, so it was very little time they could be gotten to work; so you can see in coming closer, coming one day and going back the next, there is a great deal of time they can be gotten to work to help themselves.

Q. Do you know of any other improvement that you regard as improvement inaugurated by Major Baldwin?—A. Well, he has done more for the Indians in giving them the Government freighting in preference to the white people, and in this way has encouraged them a great deal to work.

Q. How was it in that particular prior to Major Baldwin's coming?—A. I will say that I never saw the Indians do the freighting that they have done to-day.

Q. How have you found Major Baldwin in your business transactions with him, reliable or unreliable?—A. Reliable.

Q. What has been his manner of doing business, pleasant or unpleasant?—A. As far as I know, it was pleasant.

By the INSPECTOR:

Q. Where do you reside now, Miss Ballew?—A. At the Baptist Mission, at Rainy Mountain.

Q. Where did you reside just prior to Major Baldwin taking charge of this reservation?—A. At the Baptist Mission, 3 miles north of Anadarko.

Q. You stated to Mr. Fisher that you frequently met Mr. Baldwin, as much as monthly, if I understood you correctly, since you have been in charge; where do you generally meet him?—A. I have met him in his office; I have met him at my home in Rainy Mountain; I have met him when the schools met here, and I have met him at the different times that I have come down here at different places.

Q. Your duties for the past year, eight years, as a missionary have not thrown you in contact much with men who are in the habit of indulging in drink?—A. No, sir.

Q. Could anyone be under the influence of liquor and you easily detect it, notwithstanding you are not an expert?—A. I think I could if he was under the influence of whisky.

Q. You don't know of your own knowledge whether Major Baldwin indulges in liquor or not?—A. No, sir; not with my own eyes, I do not.

Q. You stated that eight years ago when you came here that these Indians were like deers, would run if you would look at them; and did they keep in that condition up till the time that Major Baldwin came?—A. Well, I think I said the smaller ones. When we first came among them they were really pretty wild, and they would run from us; I mean the children were; but as we began our work among them of course they became tamer.

Q. Did the children continue to keep in this deer-like state until Major Baldwin came?—A. No, sir; as I told you, they became tamer.

Q. Then, as a matter of fact, not the whole of the credit of the civilization of the Kiowa, Comanche, and so forth Indians has taken place during the past two years?—A. No, sir; not at all; but more has been done these two years; I think more progress has been made, I can say that.

Q. Might it not have been the case that the good seeds sown by the missionaries in the six years that they had worked faithfully among them prior to Major Baldwin coming among them had fallen in good places and begun to bear fruit?—A. Of course his help and the good work that had been done has brought this matter about.

- Q. Where is your district; what is it called?—A. Rainy Mountain district.
- Q. Is your work confined to the Indians of the Rainy Mountain district?—A. Well, my duties are to wherever I find the Indians that I can do them good for me to do it.
- Q. Do you travel all over the reservation?—A. All over the whole reservation? I do not.
- Q. You stated that a number of Indians had brought money to Major Baldwin for the purpose, I suppose, of building houses; how do you know?—A. Some of it has been brought to me, and I brought it and deposited it at this office myself.
- Q. Did you take a receipt for that money?—A. Yes, sir. I have got it at home.
- Q. From Major Baldwin?—A. Yes, sir.
- Q. Did you give it to the Indian? Did you give the Indians a receipt?—A. I told them that I had it, and whenever they wanted it they could come and get it. I gave them no receipt; but I told them I had it.
- Q. You stated about thirty houses were erected in the Rainy Mountain district. When were these houses erected?—A. To the best of my knowledge, it has been inside of these two years.
- Q. Have they been erected since July 1, 1896?—A. Some of them have, and the others have been done by the Indians.
- Q. How many?—A. The houses that were built by the Government was first built in the Rainy Mountain district, and I think that it was before July 1, 1896, and I think it was these houses were built before, and I don't know whether the ones farther away were finished up before that time or not; but I know that these were built prior to July 1, 1896.
- Q. How many of the Indian families live in the thirty houses?—A. Well, they everyone go to these houses when they return from their issues.
- Q. Do they live in them?—A. Yes, sir; all that have been made comfortable.
- Q. How many of them have been made comfortable?—A. Well, they have all been made comfortable as far as we could make them; as far as we have had material to make them.
- Q. What do you mean by making comfortable?—A. Well, I mean—I guess I mean quite a good deal, and I don't mean much, either, when he comes—well, they have been made as comfortable as we could make them.
- Q. Have not these thirty houses been completed?—A. Yes, sir.
- Q. Then, why don't the Indians all live in the houses that have been completed?—A. I said they lived in the houses; they go to them from their issues, and they live in these houses.
- Q. Then they have all been made comfortable?—A. They have all been made complete.
- Q. And comfortable?—A. It takes lots to make a house comfortable.
- Q. You stated that prior to Major Baldwin's administration that all of the Indians except certain bribes that you mentioned came to Anadarko to get their issues and grass money; when was the subagency at Fort Sill put in operation, do you know or not?—A. I do not know.
- Q. You do not know of your own knowledge whether issues or grass payments were made at Fort Sill prior to Major Baldwin?—A. No, sir; I do not know of my own knowledge.
- Q. Was not the Rainy Mountain school in existence and running prior to Major Baldwin's administration?—A. Yes, sir.

By Mr. SHEPHERD:

- Q. Is it not a fact that the Kiowa ghost dance, medicine dance, was broken up by E. E. White several years before Major Baldwin came here?—A. I don't know about that medicine dance.
- Q. Is it not a fact that the Wichitas have had their ghost dance since Major Baldwin came here, and are still having it?—A. I do not know.
- Q. Who inaugurated the building of Indian houses at Rainy Mountain—anywhere?—A. I do not know.
- Q. Was it not a fact that Major Day inaugurated this policy and it has been carried out by all succeeding agents?—A. I can't say about that.
- Q. How much did the Kiowas raise farming this year?—A. Well, there is one man that I would suppose he raised 150 bushels of corn, and one or two ricks of cane; and they raised the cane to quite an extent, because they thought this year they were going to have a sirup mill and they would have it made up; and they did get one, but it was too late to make the cane.
- Q. How many such Indians as that were there?—A. Well, I guess he raised the most of all of them.
- Q. Can you approximate the total amount of corn raised by the Kiowas in your district?—A. I have seen them working at it, seen them gathering it, but to just say how much there was altogether, I couldn't say.

Q. As a matter of fact, they didn't raise very much corn, did they, this year?—A. Well, they raised quite a good deal; that is, quite a good many of them had these fields.

Q. Did they raise 1,000 bushels?—A. They must have raised more than 1,000 bushels.

Q. How many acres has each Indian got in cultivation—what would it average, I mean?—A. Well, some of them have 10, 20, and some of them 50, and maybe more, turned, and growing into cane or kaffir corn, or corn.

Q. What Indian has 50 acres under cultivation?—A. Gote bo, Jack Lone Wolf, We ton. Now I think they have got this plowed.

Q. When did they put this land in cultivation?—A. I can't tell you. There was a very little, maybe an acre or two, when we first went to Rainy Mountain, three years ago; and last year I know of Gote bo fencing his land and turning this himself, and he planted it and cultivated it himself. I know this to be so, for it is in sight of the mission, right where I can see it every day. This man Lone Wolf lives about 4 miles from us that has the 50 acres; We ton lives about 6 miles.

Q. Is it not a fact Gote bo and Lone Wolf commenced—built their houses and commenced their farms prior to Major Baldwin's administration, under the influence and efforts of the missionaries and former agents?—A. They have not, altogether. Gote bo did his last year; Lone Wolf had some done prior to that year; I can't say just how much.

Q. When was Lone Wolf's house built?—A. Now, this Jack Lone Wolf's house is not in the number that I have given. Jack Lone Wolf's house was built—I don't exactly remember the date.

Q. Was it not three years ago?—A. I can not give the exact time.

Q. Do you now mean to say that Gote bo built his house this year?—A. Gote bo has no house yet; I didn't say that he had built a house.

Q. Who inaugurated the subagency system; what agent?—A. I know that Major Baldwin finished them up, but I do not know whether he commenced them or not.

Q. Did not Major Brown recommend the Rainy Mountain subagency?—A. I can't say for that.

Q. Is it not a fact that Major Baldwin consumes a great deal more time in paying the Indians than any former agent?—A. They do not; they are done shorter under Major Baldwin than under any other agent.

Q. Under your observation and experience, do you think it is economy for the Government to make these payments—freight annuities to the subagencies—while the Indian is loitering around waiting for it to come?—A. Well, I suppose it would be cheaper—I won't answer that question, because I don't know.

Q. Do the Indians get all the freighting now?—A. They get all they can do, as far as I know.

Q. Is it not a fact, Miss Ballew, that the Indians used to freight from Caldwell, Kans., and did the most of it when they had to freight from that point?—A. That was before I came here.

Q. Is it not a fact that more corn was raised on the reservation by Indians eight years ago than there is now?—A. I didn't know so much about the reservation eight years ago as I do to-day; so I can't answer that question.

Q. Is it not a fact that the different missionaries within the last two years have been making greater and increased efforts toward civilizing the Indians, and that the most of this improvement you speak of under Major Baldwin's administration comes from that?—A. Well, all of it together has brought this work about.

By Mr. FISHER:

Q. Have you ever heard the Indians with whom you associate talking about Major Baldwin drinking whisky?—A. Yes, sir; I have heard some of them speak of it.

Q. How many have you heard speak of it?—A. Big Tree and Lone Wolf. They have said, "That is all the fault that we find with our agent."

Q. Did you ever hear any others?—A. No, sir; I have not.

Q. How many Indian houses were built in your district, Rainy Mountain district, or any place else on the reservation that you know about prior to Major Baldwin's administration?—A. I can't give the exact number that was built prior to his coming.

Q. Can you approximate the number?—A. I could if I had the time; but I am very tired now, and I would like to rest.

Q. Well, about how many in your district?—A. Well, I will say there was five, and this five I did not count that was in Major Baldwin's administration.

Q. About how many different Indians have raised crops in your district during Major Baldwin's administration?—A. Well, I will say about 4 persons—I understood it before his administration. I would suppose there is about 25, anyhow.

By the INSPECTOR:

Q. Can you speak the Indian language sufficiently to talk to an Indian?—A. Not sufficiently to carry on a conversation, but I have picked up a good many words.

Q. There are four or five different tribes of Indians here, are they not, on this reservation?—A. Yes, sir.

Q. Which one of the languages can you speak partially?—A. Well, when I was working among the Wichitas the six years I could make them understand almost anything I wanted to, and they could make me understand.

Q. Is that the only tribe?—A. Yes, sir; Wichitas and Kiowas.

Q. You stated that Big Tree and Lone Wolf were the only two Indians that you ever heard discuss Major Baldwin's habits?—A. Yes, sir.

Q. Did they come to you and talk about it or did you ask them about it?—A. They spoke to me about it, as if to say, "What makes our agent use intoxicating drinks?"

Q. Did you ask any more Indians about it?—A. No, sir; I did not.

Q. Is it characteristic of the Indian to come to you and tell you—the others, I mean, of Indian habit in general—to come to you and tell you that Major Baldwin was drinking?—A. Well, they always look at us as telling us just what is straight, so they do come to us a great many times for things that we might be able to tell them straight.

Q. You have not gone around with the interpreter and inquired among the others?—A. I have not.

Q. In your opinion, are these Indians ready for allotment and for citizenship?—A. I don't think there are.

Q. If the same rapid progress on the road to civilization is made in the next eighteen months as has been made during the past eighteen months, by your description, would they be ready for it?—A. It is hard to tell.

LAURETTA E. BALLEW.

Subscribed and sworn to before me this 19th day of December, 1896.

P. M. MCCORMICK, *Inspector*.

(Testimony taken out of regular order on the date above named by agreement of parties and consent of inspector.)

Testimony of MARYRETTA REESIDE, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name?—A. Maryetta Reeside.

Q. Where do you reside?—A. At the Baptist Mission, Rainy Mountain.

Q. What are you engaged in?—A. Employed as a missionary among the Kiowa Indians.

Q. How long have you been so engaged on this reservation?—A. Four years.

Q. How long have you known Major Baldwin?—A. Since he first came to this agency.

Q. Have you met him frequently during that time?—A. I have met him about twelve or fifteen times.

Q. Have you at any time seen him under the influence of liquor?—A. I have not.

Q. What was the condition of the Indians as to civilization when you first came upon the reservation?—A. Very few had taken their land in allotments or had done any fencing.

Q. What has been the progress in civilization among these Indians since Major Baldwin came here, as compared with that of the previous two years that you have been here?—A. They have made far more progress in the two years that Major Baldwin has been here than they did before.

Q. Please state why.—A. They have had more time to work—of course, I speak for my own district. Since the subagency has been established at Rainy Mountain they have been able to go one day and receive their rations, returning to their homes the day following; consequently they have been able to keep their stock at home; they have had more time to plow and farm; they have been able to protect their homes against robbery by white people; they have not consumed all their rations on the road, but have had some to have at home while they worked; they have been kept away from the agency and from the necessity and temptation of running into debt with the traders; they have had the help of the agent in giving them all the work in preference to white men, and in putting money into their hands in preference to white people—that is, the agent has given the Indians the freighting to do instead of giving it to white men. He has many times bought cattle from the Indians for issue instead of buying it from the white

men; he has bought cattle from the Indians to feed the school children with instead of buying it from white people; he has put a farmer in the Rainy Mountain district to teach them; since Captain Baldwin came the field matrons have been appointed; he has given the field matrons churns and necessary articles to carry on their work; he has issued to the Indians farming implements and wagons; he has procured to them a molasses evaporator, so that they could have their own molasses made; he has made a very great improvement right here at this agency in the way of buildings and straightening roads; he has shown that he was here for the interest of the Indians and not for the interest of the white man.

Q. What were the conditions prior to his coming here? You say there has been a great improvement since you came.—A. The agency and Government buildings were in a deplorable condition; the Indians were allowed to lie in camp about the agency as much as they chose. At grass-payment time they were frequently called in and kept waiting here six or eight weeks before the money was paid to them, and it was the current talk among the Indians that some of the traders had bribed Major Day to hold them here, so that they could make accounts with them, which would have to be paid out of their grass money. They were kept away from their homes so much, being held about the agency, that they had very little interest in working or fencing their lands. Their wild herds of cattle and horses were at the mercy of the white people passing through the country, for they could not be at home to look after them.

Q. Do you know anything about the building of Indian houses since you have been here?—A. Yes, sir.

Q. Do you know anything about it outside of the Rainy Mountain district?—A. I simply know that a good many houses have been built outside of the Rainy Mountain district.

Q. Do you know how many houses have been built within the Rainy Mountain district, and outside, altogether?—A. There are 30 houses that I have seen in my own eyes, and I have helped to work in, fix up; a few of this number were built by the Indians with their money, independent of the Government help. They purchased the lumber and employed the carpenters themselves, a few.

Q. About how many did that?—A. About 6 of that number were built independently by the Indians; that would leave 24 that had been built by the Government, with the Government help.

Q. Were these houses that you have now mentioned built since Major Baldwin came here?—A. Yes, sir.

Q. How many Indian houses were there in your district prior to Major Baldwin?—A. I suppose 8. In the same radius that I have included these in.

Q. How many different Indians were engaged in farming in your district since Major Baldwin has been here?—A. I suppose the answer Miss Ballew gave is about correct; about 25; maybe a larger number than that.

Q. About how many acres have been in cultivation, if you know?—A. I don't know much about farm work; I couldn't answer.

Q. About how many were engaged in farming during the two years preceding Major Baldwin's administration?—A. In our district, about five.

Q. Do you travel around and associate with the Indians in your district much?—A. Yes, sir.

Q. About how many Indians are in your district among whom you work?—A. Three hundred who draw rations at Rainy Mountain.

Q. Do you speak their language?—A. I understand enough to know the gist of what they are saying, and I can make them understand almost anything that I say; that is, Kiowa.

Q. Do you know what the Indians say about Major Baldwin; as to his habits, drinking?—A. I heard Lone Wolf and Big Tree say that he drank.

Q. Have you ever heard any of the other Indians say that he drank?—A. No, sir.

Q. How did the Indians among whom you worked like Major Baldwin as an agent?—A. They think very highly of him; they think he has helped them with their houses, and in taking up civilized ways; as they express it, he has made a good road; they liked the subagency at Rainy Mountain.

Cross-examination by Mr. SHEPHERD:

Q. There has not been much missionary work done up to the time you came here, had there?—A. There was the Methodist mission and the Presbyterian mission here at Anadarko when we came; we were the first Baptist missionaries to come among the Kiowas.

Q. You were the first missionaries in the Rainy Mountain district?—A. Yes, sir.

Q. How much work did the Indians do per day on an average on their farms?—A. It depends on the season of the year; if it is planting time, they plant every day; if it is plowing time, they plow; at other times they are building fence, corncribs, and looking after their cattle and horses.

Q. About how much of their time is devoted to farm work annually?—A. The Government farmer could answer that question better than I.

Q. I mean a fourth, or a half, or how much?—A. I told you I didn't know anything about farming.

Q. You stated awhile ago that by reason of the payments being made at the subagency the Indians had more time to devote to their work. Do you now mean to say that they would not have time to come to Anadarko or Fort Sill to receive their annuity and grass money?—A. Of course they would have time to do it; but I say it gives them more time when they receive their payments, annuities, and grass money right close to their own homes.

Q. How do they employ their time, in the shade or working on the farm?—A. The Indians in the Rainy Mountain district, with very few exceptions, are industrious, and employ their time in working.

Q. How much land do these Rainy Mountain Indians have in cultivation per head?—A. I told you before that my commission didn't include farm work, and I do not know.

Q. But you do know that they are working on their farms most of the time?—A. They are, and they have large portions of their farms under cultivation.

Q. What is the size of their allotments?—A. I believe they are allowed 160 acres per capita.

Q. Have they this all fenced—do they have their allotments fenced, any of them?—A. Some have not it all fenced, because they haven't had enough wire to fence it all; but some have as much as 160 acres and more fenced.

Q. What Indian has 160 acres or more fenced?—A. Jack Lone Wolf.

Q. Are there any others?—A. There may be, but when I see a field fenced I can not judge how many acres it contains.

Q. Has Jack Lone Wolf all his land under cultivation?—A. No, sir; he has about 50 acres under cultivation, the rest in pasture for his stock.

Q. Have any other Indians as much in cultivation as Jack Lone Wolf? If not, about what proportion as regards his?—A. There are a number who have as much as he.

Q. Is it not a fact that there are a number who only have a very few acres in cultivation, and isn't that the rule?—A. I do not know of any Indian who has less than 10 acres, and this is rather the exception than the rule.

Q. Do you mean to say now that it takes most of an Indian's time to cultivate 10 or 50 acres of land?—A. I mean to say that they have been spending their time making this as a start, but they do not stand still; they continue to put more under cultivation every year.

Q. How many Indians in your district have selected their allotments or head rights?—A. The great majority of them have.

Q. Under what agent were these allotments first made, taken?—A. I do not know when they first began, but since this plan of getting good houses for a little money has been formulated, they have all been anxious to take their land and have houses built.

Q. Isn't it a fact that Agent Day had a surveyor, surveyed these lands, and inaugurated this plan of taking allotments?—A. There was a man, a surveyor, named Mears, who did some inferior surveying for the Indians; but I understood that the Indians paid him personally, and the work that he did was obliged to be done over again.

Q. Isn't these allotments the Indians are now on the same lot, quarter sections, that this surveyor surveyed, and that none of the work has been done over?—A. There are a few cases where the Indians are on the land that they selected several years ago, but the great majority of the land has been selected and settled upon during the past two years.

Q. They settled upon the allotment that this surveyor surveyed, did they not?—A. I don't know who surveyed this land; We ton and Lone Wolf have had their land some time, but I can not say who surveyed it.

Q. In what way was this survey inferior?—A. His lines were not made correctly, and when a man did some plowing he found it was on somebody else's place.

Q. Don't you know that this country, this reservation, has been surveyed by the Government, and all that surveyor had to do was to find the corner stones and run the lines?—A. I know that the land was surveyed by the Government, and the corner stones properly placed; but I also know that the Indians became angry after this survey and tore up a great many of these corner stones, removing them, throwing them into the creeks.

Q. Did they not do this because they didn't want to take their allotments?—A. I understood that this happened fifteen or twenty years ago, before they knew what an allotment was.

Q. Now, do you know anything personally or anything about this survey only

by hearsay?—A. I know when a woman named Tan noi te wanted to take her allotment they could not find the lines, and Miss Ballew paid a white man to resurvey the land.

Q. Was this not because the Indians had thrown the corner stones away and not on account of the imperfect survey?—A. I do not know where the fault lay.

Q. You stated that the white men had been committing a great many depredations on the stock and farms of the Indians. When was that, and in what way was that done?—A. Ever since I have been on this reservation the white men have been stealing the Indians' cattle and horses, breaking into their homes when the Indians have been obliged to be away from them, and carrying off all that they could find in the houses.

Q. Don't you think that the labors of the missionaries have been directed toward the wrong way?—A. No, sir; I do not think so; but I think the white people need missionaries too.

Q. Is there not a Government farmer for the Rainy Mountain district before Major Baldwin's administration?—A. I do not think there was. If there was, I never saw him do any work in the district.

Q. Is it not a fact that farm implements and things of that kind have been issued to the Indians for ten years or more past, and was not inaugurated under Major Baldwin?—A. They have been issued during the four years that I have been on the reservation. I did not say that Major Baldwin inaugurated this. I only said that he gave all he could of these implements to help the Indians.

Q. Hasn't all the Indian agents preceding Major Baldwin made these issues annually of farming implements, etc., the same as Major Baldwin has done?—A. Yes; but they never issued any churns or molasses evaporators; the other agents never did.

Q. Isn't it a fact that the Indians very frequently need credit from the traders between payments in order to obtain the necessities of life?—A. Well, I know that the agent has told them not to run into debt if they could possibly help it.

Q. That is not the question; please answer yes or no.—A. Yes; it is true that they do; but there are some circumstances which would oblige them to run more heavily in debt than would otherwise be the case.

Q. In your direct examination you state that the Indians would loiter around the agency six or eight weeks before payment. Will you now please state when that was?—A. I came out here in October, four years ago; the following December and January, that is, parts of those months, they were held here at this agency, camped in large numbers, and we went every day to work with them.

Q. Who told you they were held here?—A. The agent had sent word to these Indians to come in and receive the grass payment, and every day he would say "There is some delay, the money has not yet come."

Q. Do you know he sent for them?—A. They certainly would not have been here in such large numbers if he hadn't sent for them.

Q. You stated he sent for them. Do you know that he did this?—A. That is what the Indians said.

By the INSPECTOR:

Q. What efforts have been made by Major Baldwin during his administration to suppress the depredations of the Indians by whites since you came on this reservation as compared with the other two years?—A. He has been very careful to allow no one to pass through the reservation with herds of cattle unless they were supplied with a pass from him. He sent his police and came himself up into our district to see what could be done to protect the Indians from depredations against their houses, and advised them to let the women go and receive the rations and the men remain at home and guard their houses and cattle.

Q. Do you consider the cattle passing through the reservation as depredations upon the Indians?—A. No, sir; I do not; but very frequently they drive off—in driving their own cattle, they collect the Indians' cattle and drive off with them.

Q. Was it the habit under the previous administrations here to allow cattle driven through and collect Indian cattle and take them off?—A. There were a great many more cattlemen went through with herds than there has lately, since this agent has been here.

Q. Do you know whether they had passes or not?—A. I do not know, but I have seen the Indians stop the cattlemen, and when they had no passes they would kill a beef for them.

Q. You are not aware, probably, that cattle being driven across the reservation have to be paid for so much per head?—A. No, sir; I don't know what the law is.

Q. Do I understand you correctly from the gist of the testimony I have listened to that the Indians on your reservation have made very marked progress during the last two years?—A. Yes, sir.

Q. Have they arrived at the point where, in your judgment, they could support themselves without drawing rations from the Government?—A. No, sir; not yet.

Q. If the same progress could be made in the next eighteen months as has been made by your description during the last eighteen months, could these Indians be allotted and made citizens of the United States?—A. No, sir; I think they would be too weak yet.

Q. Is it not a fact that more than half of the Indians on this reservation are to-day blanket Indians?—A. I think so.

MARYETTA J. REESIDE.

Subscribed and sworn to before me this 19th day of December, 1896.

P. MCCORMICK, *Inspector.*

(Testimony taken out of order on the date above named by agreement of counsel and consent of the inspector.)

Testimony of H. C. HOLLOWAY, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name?—A. H. C. Holloway.

Q. Where do you reside?—A. Fort Worth, Tex.

Q. Are you acquainted with Major Baldwin, the Indian agent on this reservation?—A. I am.

Q. How long have you known him?—A. About two years.

Q. Have you frequently met him in that time?—A. Yes, sir; frequently.

Q. Have you ever seen him in the slightest degree intoxicated?—A. No, sir.

By the INSPECTOR:

Q. Where have you frequently met Major Baldwin?—A. I have met him twice at this place and a number of times at Fort Worth.

Q. Please state as near as you can how many times you have met him in Fort Worth?—A. To the best of my recollection, about a half a dozen.

Q. How long was the Major Baldwin in Fort Worth upon these frequent occasions you speak of?—A. Only for a day, except at one time he was there two or three days.

Q. Were you with him all the time he was there on these different occasions?—A. Not all the time, but occasionally all the time, all during his stay.

Q. Was he there on business with you?—A. No, sir; not with me.

Q. With business connected with you in any way?—A. In no way.

Q. Then you just stayed with him all this time out of personal friendship?—A. Yes, sir.

Q. Who accompanied Major Baldwin to Fort Worth?—A. No one that I know, except Mr. John Light.

Q. Do you know what Major Baldwin's business there was with John Light?—A. I understood it was to inspect some bulls that was to be bought for the Indians.

Q. Who did you understand it from? Who told you?—A. Conversation between them.

Q. Did you go with them to inspect the bulls?—A. I went with them because they was not acquainted with the country; I drove the hack when they went out to the place where they looked at some bulls.

Q. What is your business in Fort Worth?—A. Real estate.

Q. You being in the real estate, wasn't there any livery drivers in the city to drive them out?—A. They hired a hack, and I just went along with them, as they didn't know the way, as a friend, to the place.

Q. And you didn't see Major Baldwin on that whole trip take a drink at all?—A. Yes, sir; I did.

Q. Couldn't he have taken several more and you not have seen him?—A. Why, certainly.

By Mr. FISHER:

Q. What kind of cattle did they look at?—A. They were bulls.

Q. What grade?—A. They looked at different grades, from half-breeds to full bloods.

Q. Did they accept them or reject them?—A. There was no trade made that day as far as I know. In fact, I know there was not.

H. C. HOLLOWAY.

Subscribed and sworn to before me this 19th day of December, 1896.

P. MCCORMICK, *Inspector.*

(Testimony taken out of regular order on the date above named by agreement of parties and consent of the inspector.)

Testimony of A. S. DINGEE, witness for the defense.

Direct examination by Mr. FISHER:

- Q. What is your name?—A. A. S. Dingee.
 Q. Where do you reside?—A. Fort Worth, Tex.
 Q. What is your business?—A. Groceryman, of the firm of Turner & Dingee.
 Q. How long have you been in that business?—A. In Fort Worth; I think about ten years. The firm has been in existence for twenty years, the Turner part of it.
 Q. Are you acquainted with Major Baldwin, the Indian agent on this reservation?—A. Yes, sir.
 Q. How long have you known him?—A. Along the first of last March, I think it was. I believe that is the first that I knew him.
 Q. Have you meetings with him since that time been frequent or otherwise?—A. They haven't been frequent, what I would call frequent.
 Q. About how frequent have they been?—A. Really I think that time, that I remember now, and along last month sometime, and here now this trip, I believe that is all; I may have seen him in between; I can't remember.
 Q. At either of those meetings have you seen him in the slightest degree intoxicated?—A. No, sir.
 Q. Have you had any business transactions with him?—A. Yes, sir.
 Q. State what they were.—A. The official business; along the first part of last March he asked me for quotations on a carload of New York Early Rose potatoes. I quoted him, by letter, New York Early Rose, also Western Rose, and he purchased the car of New York Early Rose.
 Q. Have you had any other business transactions with him?—A. Yes, sir; when he was in Fort Worth the last time his wife and he bought a bill of goods; I think that was for his family use; my clerk waited on him.
 Q. Has he been reliable or unreliable in doing business?—A. Reliable.
 Q. Has he been pleasant or unpleasant to do business with?—A. Pleasant.

A. S. DINGEE.

Subscribed and sworn to before me this 19th day of December, 1896.

P. MCCORMICK, *Inspector*.

(Testimony taken out of regular order on the date above named by agreement of parties and consent of the inspector.)

Hearing resumed pursuant to adjournment at 9 a. m., December 23, 1896.

JOHN CRAGGS, recalled by the defense for further cross-examination.

Examination by Mr. FISHER:

- Q. You testified on direct examination as to balances due from Indians to you on account after the June payment of grass money of this year.—A. After the May payment of grass money and the June payment of quarterly money this year.
 Q. Now, what are the present balances due from the Indians to you at this time?—A. \$2,656.11.
 Q. What is the approximate amount of money collected from Indians who are running accounts with you at the last payment preceding this one made here within the last few days?—A. My recollection is the amount collected at that payment was about \$1,500.
 Q. What was the approximate amount of your collections made from Indians since the last payment, made the fore part of this month or the latter part of November?—A. About \$2,300 or \$2,400.
 Q. In your testimony, when you were on the stand the other day, you testified that at one time you saw Major Baldwin at the Anadarko Hotel in this town intoxicated.—A. I did.
 Q. Now, state at what time that was.—A. I couldn't give you the exact date, but it was the day before bids were opened for horses and mules bought by the Government. Mr. Mitchell, of El Reno, was here to put in a bid; he invited me over to the hotel to play a game of high five with him; soon after I got over there Major Baldwin and D. P. Brown came up; Baldwin asked me if I made a practice of taking in all the good things that come here; I told him I did when I had an opportunity; we went into the room; Mitchell produced a quart of whisky; we drank around a time or two, and Mitchell told Captain Baldwin that I had come to play a game of high five with him, that he had learned me the game (Mitchell), and now I thought I could beat anyone. Major Baldwin says, "I will be your partner, Mitchell, and let him pick his partner, and I will bet \$2 we beat them," and he pulled out the money and laid it down on the cigar box; we beat them the

game, and he says, "By God you have won it; now take it, and I will go," and he got up and Mitchell persuaded him to take another drink, and I got Mr. Mitchell to put the \$2 in his overcoat pocket, which he did, and when he went out in the room I know he was intoxicated.

Q. I asked you the question, when it was?—A. I told you. That is my only way of telling you the time; it was when they come up here to put bids in for them horses; that is all I can tell you; I don't remember the date.

Q. Didn't that answer my question?—A. I suppose it did, but the reason I made you the answer was to show you that it was at that time, and I suppose you wanted the facts, and I have given them to you just as they were.

Q. Was—what year was it in?—A. 1895, is my recollection.

Q. What time in 1895?—A. I have told you so that you can get the exact time if you will go to papers in this office, but I can't give you the exact date.

Q. Can't you even give the month?—A. No, sir.

Q. Well, was it in the spring, summer, fall, or winter?—A. I can't say.

Q. Was there anybody else present than the parties you have named?—A. Yes, sir; there was two other parties from El Reno. One was the Rock Island station agent; the other one, I think, was an editor. I couldn't remember their names at present; I was introduced to them that night.

Q. Do you know a man by the name of Cal Suggs?—A. Yes, sir.

Q. Was he there?—A. No, sir.

Q. Was he here at Anadarko at that time?—A. No, sir; if he was, I didn't know it.

By Mr. SHEPHERD:

Q. What was the per capita payment in June, and then this last December payment?—A. \$14.25, as I understand it, both times.

By the INSPECTOR:

Q. Mr. Craggs, in your direct examination last week you detailed a conversation that took place in Major Baldwin's office between you and John W. Light and Major Baldwin—I made a mistake, outside—and after that conversation I understood you went to your store. Am I correct?—A. After I had gone up to transact a little business with the Major, then I went back to my store.

Q. Did Baldwin during that day at any time come to your store to see you?—A. He was at my store in the afternoon.

Q. Did he come there to discuss any further the conversation that you had out here with him in reference to that cattle contract?—A. I don't think the cattle business was mentioned at all that afternoon; he just made me a friendly talk.

JOHN CRAGGS.

Subscribed and sworn to before me this 23d day of December, 1896.

P. MCCORMICK, *Inspector.*

Testimony of G. C. BOTTOM, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name?—A. G. C. Bottom.

Q. Where do you reside?—A. Rainy Mountain School, on this reservation.

Q. How long have you been engaged there?—A. I commenced work there the 29th of October, two years ago.

Q. What is your business?—A. Night watch and baker.

Q. How long have you known Major Baldwin?—A. Ever since he has been at the agency.

Q. Have your meetings with him been frequent or otherwise?—A. Why, yes; I have met him frequently.

Q. How many times have you seen him at the Rainy Mountain School?—A. I don't know exactly; I suppose ten or a dozen times.

Q. Are there continuously?—A. Yes, sir.

Q. Has he ever been there that you know of since he has been on this agency that you haven't seen him?—A. Yes, sir; he has been there one time.

Q. Have you been there at all the grass payments that have been made there, and the annuity issues?—A. Yes, sir.

Q. Have you ever seen him at any of those times intoxicated?—A. No sir; I have never seen him intoxicated.

Q. Well, how frequently would you see him while he was there at these different payments and issues?—A. I always met him at his meals three times a day.

Q. Did you see him at other times?—A. Why, yes; I seen him passing around.

Q. What was he doing about there, out there?—A. He was just knocking about when I seen him. I was at my business in a different part of the yard.

Q. Was you present at the last June payment of grass money, or May?—A. Yes, sir; I was at the school there.

Q. How near to the school was that payment made?—A. About 100 yards, I suppose; just outside the yard.

Q. What Army officers were there, if any?—A. Well, I couldn't tell you, only hearsay; Lieutenant Saville; I can say that he was there; that is the only one that I can call their names; I didn't get introduced to him, but they pointed him out to me.

Q. Did you meet Major Baldwin frequently while that payment was going on?—A. Why, I met him at intervals, as I stated, and I had one talk with him during the payment over by the commissary, where they was paying.

Q. Was Major Baldwin intoxicated at any time during that payment when you saw him?—A. Not that I could discover.

Q. Have you had any business transactions with Major Baldwin?—A. Nothing, only I came down here a time or two for stuff, and got it of him, told him what I wanted, and he gave me an order for it; twice that I remember of; twice that I remember of.

Q. How did he treat you on those occasions; in a gentlemanly manner or ungentlemanly manner?—A. Yes, gentlemanly; I told him what I wanted, and he gave me an order for it.

By the INSPECTOR:

Q. Is there a subissue station at Rainy Mountain School?—A. Yes, sir.

Q. In what direction and how far from the school is the subissue station?—A. North and west from the school, about 100 yards.

Q. Is the payment made at the subissue station or at the school?—A. At the subissue station.

Q. I understand that you are baker; do you do your baker's work in the school building or where?—A. Out in the bake shop.

Q. How far is that from the school?—A. About 50 yards southwest.

Q. Do you do your work in the building?—A. Yes, sir; in the bake shop.

Q. Then how far is your place of work from the subissue station?—A. Why, about 150 yards, or hardly so far.

Q. You stated that you frequently saw Major Baldwin there, in answer to a question to Mr. Fisher, in knocking around; how far in those frequent occasions that you saw him were you from Ja^t Baldwin?—A. Why, I have seen him passing from the school up that way, you know, that is, from my shop, and then I have been over in the yard. I occupy a room in the boys' building, and passing over I seen him walking around there at a distance; of course you know the distance.

Q. Now, how far would he be from you?—A. He would be all the way from 50 yards, when I would see him knocking around over there, to 150.

Q. You are able to state, then, that a man from 50 to 150 yards from you, you can tell whether he is under the influence of liquor at all, can you?—A. No, I couldn't tell whether he was drinking or not, but I could tell whether he was staggering or showed it from outside appearances.

Q. You stated to Mr. Fisher that Major Baldwin took his meals with your mess?—A. Yes, sir.

Q. Where does he sleep when he is up there?—A. Well, during the payments he has a tent, and I think that he sleeps up there, but other times he sleeps in the school building.

Q. During the payments, where does he eat?—A. Why, he takes his meals, the most of them, with our mess.

Q. During the payment just made, where did he eat?—A. Why, he eat some of the meals with the mess, and some I don't know where; he didn't eat with the mess. There was a meal or two I didn't meet him at the table; I don't know how many.

Q. Do you know how many meals he took at the mess during this last payment?—A. No, sir; I do not.

Q. Do you not know, or do you know whether Major Baldwin takes a cook and an outfit along with him on these payments and boards himself?—A. Yes, sir; he has a cook.

Q. Then during this payment, during the payments, he only eats at the school occasionally as an invited guest, does he not?—A. I suppose that is it; he is invited there to eat.

Q. During these frequent times that you seen Major Baldwin when he was there, do you see him after night?—A. Why, I don't know that I have met Major Baldwin but twice after night. Oh, yes: do you mean all the times that he has been there? I have seen him several times at the collection of the children at night.

Cross-examination by Mr. SHEPHERD:

Q. What do you do at night?—A. After I set my yeast at night? I do that after supper, generally about dark or a little after; it takes me about three-quarters of an hour; then I go to my room and I stay there until I get ready to go to bed, and after I go to bed I get up at half past 5 every morning.

Q. You stated in answer to a question of the inspector that your official position was baker and night watch?—A. Yes, sir.

Q. How can you be night watch and be in bed all night?—A. That is what I want you to tell me.

G. C. BOTTOM.

Subscribed and sworn to before me this 23d day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of A. M. DUNN, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name?—A. A. M. Dunn.

Q. Where do you reside?—A. Rainy Mountain, on the Kiowa Reservation.

Q. How long have you received on this reservation?—A. I have been here seven years, a little over seven.

Q. What is your business?—A. I am industrial teacher at Rainy Mountain School.

Q. Have you ever had any other duties than that of industrial teacher?—A. I was farmer at this agency for several years and forwarding agent.

Q. I mean have you any other duties over there than that of industrial teacher?—A. Yes, sir.

Q. What are those duties?—A. I have charge of the commissary there, receive the freight and issue it to the Indians out of the commissary, and report to this office.

Q. What other positions have you occupied since you have been on this reservation?—A. I was first farmer at this agency for a little over three years, then I was forwarding agent for one year, and my present position as industrial teacher; this is the third year for that position.

Q. You have been in your present position, then, at Rainy Mountain ever since Major Baldwin came here?—A. Yes, sir.

Q. How long have you known Major Baldwin?—A. About two years, ever since he has been here.

Q. How frequently have you met Major Baldwin since you became acquainted with him?—A. I met him every time he has visited the school, probably a dozen or more times, and when I was at the agency I would meet him here.

Q. Well, how frequently have you met him here?—A. I meet him every time he is at home when I come, which is quite frequently; it would sometimes be a month before I would be here, and, again, I may be here every week or ten days for a month or two.

Q. Have you ever seen him intoxicated in any degree?—A. No, sir.

Q. Have you been present at every grass payment and issue that has been made at Rainy Mountain since Major Baldwin has been here?—A. Yes, sir.

Q. Were you present during each and every day these payments and issues were going on?—A. Yes, sir.

Q. What were you doing there?—A. The first payments I kept the annuity rolls; at the grass payment in May I was simply in the commissary; there was no annuities to make, and I was simply in the commissary.

Q. How frequently would you meet Major Baldwin while these annuity issues were being made, and the grass payments?—A. I would meet him all during the day, and the most of the time he made his headquarters at the school, and at night.

Q. When was the payment or issue made, last May or June, which was it now?—A. It was made in May.

Q. Who was present there—that is, I mean Army officers?—A. Lieutenant Saville, Lieutenant Herron, and I forgotten that captain's name—I can't call his name to mind now—Captain Hoyle, I think.

Q. Was Major Baldwin intoxicated at any time during the time you was there making that payment?—A. I didn't see him so; I never saw him if he was.

Q. If he had been, would you have noticed it?—A. Any time during the day or at the evenings he was at the house I would. I think I can detect a drunken man if I see him.

Q. Have you frequently had business transactions with Major Baldwin?—A. Yes, sir.

Q. Is he reliable or unreliable in business matters?—A. He has been very reliable with me. I have never made a request from there but what he was frank to say that he could or he couldn't.

Q. Do you know of a single instance of unreliability on the part of Major Baldwin, growing out of transactions with you or anybody else that you know about?—A. No; not that I know of.

Q. Is he irascible or pleasant?—A. He has been very pleasant with me, indeed, on all occasions.

Q. Have you seen him transact business with other parties frequently?—A. I don't know. I have just seen the general run of business when I come to the agency. I paid no attention to it, and don't know what the business was, or nothing about it.

Q. Well, did he treat these other parties gentlemanly or ungentlemanly?—A. I never heard him mistreat anybody; never saw him mistreat anybody.

Q. Do you meet with a great many Indians in your business?—A. I meet with them every month—the Indians in that district.

Q. Do you know what the feeling is among the Indians as to Major Baldwin, whether they regard him as a good agent or like him?—A. Last May, at the grass payment up there, I heard Inspector Duncan ask the Indians up there to make it known, those that indorsed the agent and those that did not, and they stood up almost in a body.

Q. Well, on which side of the question did they stand up?—A. They indorsed the agent.

Q. Was that a large council of the Indians of that district?—A. I suppose there was 80 or 100 men there.

Q. Well, were they representative men of the Indians of your district?—A. Yes, sir; that is a majority of the Indian men; there isn't many more than that up there.

Q. Have you heard any complaints among the Indians up there of the actions of Major Baldwin?—A. No, sir.

Q. Do you know whether they discuss the Major's habits, as to drinking, among themselves?—A. I don't know whether they do among themselves or not; they never do to me.

Q. Can you talk the Indian language?—A. No, sir.

Q. What tribe of Indians are those that are in your district?—A. Kiowas.

Q. Well, state to what extent you can understand and communicate with these Indians without an interpreter?—A. Well, what little English they can talk, and what little Indian I can talk, I can make myself understood, and they can make their wants known to me, so that we can transact any ordinary business that comes up at that subagency.

Q. Has there been any marked advance in civilization among the Indians since Major Baldwin has had charge of this agency?—A. There has been an advancement; there has been no complete revolution of the Indians. The Indians are cultivating more land than they did when I went up there. They are building houses and living in their houses to a great extent up there, and we have no trouble in the world in filling the schools with children.

Q. Well, how does that compare with the condition of affairs in that respect before Major Baldwin came here?—A. When I went to Rainy Mountain they was very little land broken in that district, and very few houses built. The Indians have made an effort to raise something; they haven't always been successful; they wasn't this year.

Q. How many houses have been built since Major Baldwin has been here in that district?—A. I don't know; I suppose about thirty; I don't know.

Q. Well, when you say there was a very few before, what do you mean before?—A. I suppose in all that country before; I suppose there is a dozen. This is just simply guesswork with me; there may be thirty or forty up there; that is outside of my jurisdiction; I don't know.

Q. Well, what improvement has occurred as to the school, if any?—A. It is no trouble at all to fill the schools full to overflowing and keep them there, and since I have been on the reservation they have had to get the children there with the police and keep them there with the police.

Q. Well, how do you fill your schools now since Major Baldwin has been here?—A. Just set the day for the opening of the school, and their parents bring the children to the school.

Q. How did they do just prior to Major Baldwin coming here?—A. Just prior to Major Baldwin coming here I was away from here two years; I was at Darlington.

Q. Do you know what Major Baldwin's general reputation on the reservation is as a business man, in regard to reliability or unreliability?—A. That would have

to be answered both ways, yes and no. By a great many he is considered perfectly reliable, and by others very unreliable.

Q. Who do you mean by others?—A. Well, I mean—so far as my knowledge goes—the traders as a rule think he is unreliable, and the intermarried citizens think so.

Q. Then I understand you that most of the people on the reservation regard him as reliable?—A. So far as I know, they do; yes, sir.

Q. Isn't it true that all that you have ever heard of as regarding his unreliability was some of the traders and these squaw men?—A. Yes; I think so.

By the INSPECTOR:

Q. What is his general reputation as to drinking?—A. Well, I have heard a great many say that he drank a great deal.

Q. Have you heard a great many say that he did not?—A. I have heard a great many say that they never seen him drink.

Q. You have detailed the proceedings of a council held by Inspector Duncan at Rainy Mountain. What white men besides you and Colonel Duncan were present at that time?—A. Mr. Long was there, and quite a number of white men there that I didn't know; they were not right at the council, but on the premises.

Q. Did the agency interpreter interpret the proceedings of that council?—A. I don't know; I think John Jackson interpreted at that council.

Q. From your experience, extended experience, and observation in the Indian service, would you say that an agency interpreter could always be relied on for a faithful interpretation at a council proceeding?—A. I don't think so; I don't think they can be relied on implicitly.

Q. Why was that question brought up among the Indians at that time, as to whether they wanted Major Baldwin or not as an agent?—A. I don't know; I didn't ask.

Q. Was Inspector Duncan engaged in ascertaining the desires of the Indians, or was that his mission here?—A. My understanding as to his mission here was to look up some cattle transaction, and while he was here he asked the Indians in that council as to whether they indorsed Major Baldwin's action or did not, and they said they did.

Q. You stated to Mr. Fisher that during the issuing of annuities and grass payment that you generally assisted?—A. Yes, sir.

Q. Where are the annuities issued and the payments made; in the warehouse or on the outside?—A. In the warehouse.

Q. Where are your duties in assisting at those payments, inside or out?—A. Inside.

Q. In the discharge of that work, does it keep you busily occupied during the day or not?—A. It keeps me there all the time—that is, during the annuity issue; the grass payment doesn't, necessarily.

Q. What part of the work, if any, does Major Baldwin do in the issuing of annuities or paying the money out?—A. I have never seen him handle a dollar of money up there at those payments, nor I have never seen him issue a yard of goods with his own hands.

Q. Does he stay in the building all the time this is going on?—A. No, sir; he stays there a great portion of his time.

Q. Who preceded Major Baldwin as agent?—A. Agent Able.

Q. Who was agent when you first came here on duty?—A. Agent Myers.

Q. Did these Indians engage any in agriculture under Agent Myers's administration?—A. Yes, sir.

Q. To what extent?—A. Why, the Kiowas and Comanches to a very limited extent. The Indians on the north side of the river farmed pretty extensively for Indians.

Q. Did the Kiowas and Comanches raise any corn at the year of Myers's administration?—A. They raised very little. There was very little work done on this side farming.

Q. How much did they raise this year?—A. I could only answer approximately for our own district up there. Some of them raised a fair crop of corn and some didn't raise any.

Q. You don't know, then, whether the Indians over the reservation generally have made great progress in agriculture, except those in your own district?—A. I don't claim they have made any great progress. Still, I think I can see an advancement in the Indians, an inducement to go to work. However good an agent may be, he can't revolutionize these Indians in two years. Can't any man do it.

Q. You stated, in answer to a question of Mr. Fisher, that since you have been on the reservation they have had to get the children into the schools with police

and keep them there with the police. Has that occurred since the present superintendent has been in charge at Rainy Mountain School?—A. No, sir.

Q. Is not this great improvement in the school due somewhat to the efficient management of the present superintendent of that school?—A. I think it is.

A. M. DUNN.

Subscribed and sworn to before me this 23d day of December, 1896.

P. MCCORMICK, *Inspector.*

Testimony of ANNA M. MENDENHALL, witness for the defense.

Direct examination by Mr. FISHER:

- Q. What is your name?—A. Anna M. Mendenhall.
- Q. Where do you reside?—A. I reside here at Anadarko.
- Q. How long have you been on this Indian reservation?—A. Fifteen months.
- Q. What position, if any, do you occupy here at this agency?—A. Field matron.
- Q. What are your duties?—A. Assisting the Indians in household duties.
- Q. Do you perform any other duties than that of field matron?—A. I do.
- Q. Have you been engaged in the office to any extent?—A. About one week in eight, I think.
- Q. How long have you known Major Baldwin?—A. Fifteen months.
- Q. How frequent have your meetings been with him since you have been acquainted with him?—A. Almost every day.
- Q. Have you ever seen him intoxicated?—A. I have not.
- Q. You have had a good many business transactions with him, haven't you—interviews in regard to business?—A. Yes, sir; I have.
- Q. How frequently have you had these business interviews and transactions?—A. Just whenever occasion demanded it.
- Q. Well, about how often has occasion demanded it?—A. Sometimes every day and other times not for several days.
- Q. Well, have you found him reliable or unreliable in your business transactions with him?—A. I have found him reliable.
- Q. Is he unpleasant or pleasant in his business relations?—A. Pleasant.
- Q. What is your district as field matron?—A. Principally among the police camps, at the agency, and the other camps near the agency.
- Q. Do you know how many houses have been built in your district for the Indians within the time you have been field matron, or since you came here fifteen months ago?—A. I do not.
- Q. Do you know about how many?—A. I don't think there has been any built around here but one or two.
- Q. Do you know the Kiowa school building?—A. I do.
- Q. Have you ever been in the Kiowa school building?—A. I have.
- Q. When?—A. The first twelve months—the first fourteen months I was here I boarded there, lived there.
- Q. Have you ever been in that building during a storm?—A. I have; such storms as they have out here.
- Q. Well, what was the condition of the building as to stability in a storm?—A. It was considered unsafe.
- Q. Well, how did you consider it; safe or not?—A. I considered it unsafe.
- Q. Why?—A. Because I felt the building shake when I have been in it.
- Q. Well, did it shake more than ordinary buildings, other buildings of that same kind?—A. I think it did; yes, sir.
- Q. About how many inmates were there, teachers and scholars, at the time you say the building would shake at the storm?—A. One hundred or 110.
- Q. How many teachers and employees were there at that time?—A. Fifteen, sometimes more and sometimes less.
- Q. What effect did the shaking of the building at the times that you have mentioned have upon these teachers and employees?—A. It frightened them; they prepared to leave the building on two occasions.
- Q. Were you present at one time when the teachers took all the children out of the school in the nighttime in their night clothes?—A. I was not.
- Q. Did any fear exist among the teachers in regard to escape from fire should it occur?—A. Yes, sir.
- Q. Why did they fear an inability to escape from fire in case of fire?—A. Some of them were in the third story, and particularly those in the third story, because there was no way to escape.
- Q. How were the egresses from that building and the various floors?—A. There was complicated ways of getting out.

By the INSPECTOR:

Q. Are you a carpenter?—A. Hardly.

Q. Are you an architect?—A. I am not.

Q. Have you had any experience in examining buildings as to their safety?—A. No, sir.

Q. Were you ever in a building before in your life in a storm when it shook any from it?—A. I have.

Q. Did the owners of that building tear it down because it rocked in the storm?—A. No; but the storm blew it away.

Q. Was it a substantial building?—A. It was my home; yes, sir; it was a substantial building, in Missouri.

Q. Was it in the path of a cyclone?—A. Yes, sir; tornado.

Q. Have you ever been in any buildings since that that were shaken by the wind?—A. Yes, sir.

Q. Did they tear them down?—A. It did not; but we expected them every minute to be torn down.

Q. Were they torn down by men?—A. No, sir.

Q. You stated that the exits to this building were very complicated. Now, as a matter of fact, are there not two porches, one on the west and one on the east side, with doors leading out; and are not passageways leading down, several passageways to these points? Then, at the third story, wasn't there fire escapes from the top of the building by ladders?—A. There were fire escapes, but they were no safer; they were unsafe; there was but one on each side, on two sides of the building, from the third story to the ground.

Q. As a matter of fact, you made no personal examination as to the safety or unsafety of the building, but simply were told so—that it was unsafe—by others?—A. No; I made no personal examination; but I know the floors were sunken in places, and the porches were also; these were on the third and second stories.

Recess until 1 p. m.

Hearing resumed at 1 p. m.

Q. Can you tell me the extent of your district, how long it is, and how wide?—A. It is anywhere on the reservation that the agent sees fit to send me, but he has assigned me the territory around the agency.

Q. What is the extent of your territory around the agency in circumference—miles?—A. I go out 4 and 5 miles sometimes.

Q. You stated that your duties were household ones, and that you visited the police who are encamped at Anadarko, and the camps contiguous to Anadarko, if I understand you correctly?—A. Yes, sir; on this side of the river.

Q. Do the Indians in the district just described by you live in camps?—A. Mostly.

Q. How many camps, if you know, are contiguous to Anadarko?—A. Forty or fifty in the summer time, and in the winter time there are more, because the Indians camp in the timber.

Q. Now, describe what you mean by camps—Indians living in houses or in tepees?—A. Both.

Q. A camp, then, is either a collection of tepees or a collection of houses, if I understand you correctly?—A. No, sir; a collection of tepees, generally speaking. What houses we have are among the tepees.

Q. Do the Indians in the camps visited by you occupy tepees or houses, principally?—A. Tepees, principally.

Q. What are your duties as a field matron when you visit an Indian?—A. If I find them sick, do what I can to relieve them; teaching them cleanliness; teaching them to prepare food, where they have stoves, sewing, care of children, necessity of children being in school, and anything I find that needs to be done.

Q. Do you teach them how to keep their tepees in order, etc.?—A. Yes, sir; as far as I can.

Q. I presume you never lived in a tepee?—A. No; but I have had a good deal of experience in them since I have been here.

Q. Your experience, as I understood you, extended over fifteen months?—A. Yes, sir.

Q. You had none prior to that time?—A. No, sir.

Q. As a matter of fact, can't an Indian woman show a white woman how to tepee?—A. She can; a filthy, uncleanly way. It isn't my idea of keeping a tepee.

Q. You stated that your duties as field matron required you to have frequent interviews with the agent. I wish you would explain to me why the necessity for such frequent interviews.—A. If I need material for my work, I can not get that without going and asking the agent for it, and I find that things come in when his advice is necessary, when I don't feel like taking the responsibility.

Q. You never saw Major Baldwin, then, when you thought he had been drinking?—A. Yes, sir; I have seen him when I thought he had been drinking; when I knew he had been drinking.

Q. How did you know it?—A. Well, from—I could smell it on him.

Q. But he was not intoxicated?—A. He was not intoxicated.

By Mr. SHEPHERD:

Q. Is it not a fact that nearly all the people in this section of the country leave their buildings that are strong or otherwise, and go to their cyclone cellars at the appearance of a storm?—A. I am not informed whether they do or not. There is a natural tendency, though, that they should.

Q. When was this first talk about the Kiowa school building being unsafe?—A. Ever since I have been here.

Q. Did you ever hear Major Baldwin say anything about it being unsafe?—A. I have heard him say that he considered it unsafe.

Q. When was that?—A. I don't know; since I have been there, and when I was boarding there last fall.

Q. Do you know when the building was condemned?—A. I do not.

ANNA M. MENDENHALL.

Subscribed and sworn to before me this 23d day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of W. C. SMOOT, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name?—A. W. C. Smoot.

Q. Where do you reside?—A. Sugar Creek subissue station, on the Wichita Reservation.

Q. It is within the jurisdiction of Major Baldwin, is it?—A. Yes, sir.

Q. What is your business?—A. I am additional farmer, sir, in charge of that reservation and subissue station.

Q. How long have you been in charge of that station?—A. Two years and a half, about.

Q. How long have you known Major Baldwin?—A. A little less than two years.

Q. Have you met him frequently since you became acquainted with him?—A. Yes, sir.

Q. About how often?—A. On an average of once a week each year, I suppose, as near as I could come to it.

Q. How many times has he been at your station?—A. He has never been there, sir, during my being there. He was there once while I was absent on my leave of absence, a year ago last October, and was there twice prior to the establishment of the subagency.

Q. When was the subagency established there?—A. I made the first issue on the 5th of April, 1895.

Q. Where are the annuities issue made for the Indians of that district?—A. They are made at Anadarko Agency.

Q. Where are the grass payments made to the Indians of your district?—A. Made here, sir, at Anadarko.

Q. Are you present here at Anadarko at all the annuity issues and all grass payments?—A. For the Caddos and Wichitas; yes, sir.

Q. What part, if any, do you take in making those payments and those issues?—A. I have had charge of the clothing department and have assisted as a clerk in making the record of the issue in the office here.

Q. Well, at these different payments and issues that you have assisted in here was Major Baldwin here?—A. Yes, sir.

Q. How frequently did you see him during the time that these issues and payments were going on?—A. Every hour or two during the payment during the day, during working hours.

Q. Were you present in January, 1896, when a payment was being made here?—A. Yes, sir.

Q. Were you present all the time while that payment was being made?—A. Yes, sir; to the Caddos and Wichitas. Well, I was present during all the payment; I assisted during all the payment at that time to the Kiowas and Comanches.

Q. Did you see much of Major Baldwin during the time that payment was going on?—A. Yes, sir.

Q. Well, how much?—A. Why, when I was in charge of the clothing department he would come in and stand around there for quite a while and look at me make the issue, and go out and return, as I said, every hour or two, and when I was in the

office at desk at work he would come in and set down and talk, and look over the papers, and look over the issuing out of the money; he would repeat that going in and out throughout the day while we were at work.

Q. Did you see him intoxicated at any time while that payment was going on?—A. No, sir.

Q. Have you ever seen him at any time at the various meetings that you have had with him or any other time since you have known him intoxicated?—A. No, sir; I couldn't swear that I ever saw him intoxicated.

Q. Have you ever seen him when you thought he was intoxicated?—A. No, sir.

Q. About how many business transactions have you had and business interviews with Major Baldwin since you have been here?—A. A great many; I couldn't tell you the number; it is my duty whenever anything is out of order to report to him. My visits to the agency on business with Major Baldwin will average about one trip a week during the year.

Q. Is he reliable or unreliable in business matters?—A. I consider him reliable. He is a little bit forgetful sometimes, but I consider him reliable.

Q. Is he pleasant or unpleasant to do business with?—A. He has always been pleasant to me, sir.

Q. Have you ever seen him engaged in business transactions with other parties?—A. Yes, sir; some.

Q. Who with, if you recollect?—A. Why, different men that have been having contracts, or come in to see about contracts, or getting permits. I couldn't call their names. I know their faces when I see them.

Q. Well, how did he treat these various parties, gentlemanly or ungentlemanly?—A. Gentlemanly, in my judgment.

Q. What amount of land is in cultivation by Indians in your district?—A. I reported 2,850 acres under cultivation, including that that was under cultivation by squaw men. I don't remember the exact figures, but I think 1,400 acres entirely by Indians in my annual report to the Major.

Q. How much of that land was in cultivation by Indians at the time Major Baldwin took charge of this agency?—A. If my memory is correct, I think I reported 1,600 acres under cultivation when I assumed charge over there. The first report that I made I found 1,600 acres under cultivation, or near that.

Q. By that answer you mean the total that was under cultivation in your district?—A. Yes, sir.

Q. Now, how much of that 1,600 acres was in cultivation by Indians?—A. About half of it, I would judge, as near as I can remember, was being worked by individual Indians that had no white assistants at all. The remainder of it was worked with white assistants, white labor—squaw men, as you term it.

Q. How many houses were there in your district at the time you took charge occupied by Indians?—A. About 85—log and frame houses. As nearly as I can remember, I reported somewhere in the neighborhood of 85 houses.

Q. How many houses has been erected by Indians since Major Baldwin took charge of this agency?—A. I reported in my last report 210 houses occupied by Indians. That includes 35 or 36 frame houses—a portion of them occupied by squaw men with Indian families.

Q. About what proportion?—A. About one-half of those frame houses, as near as my memory serves me. About half of the 35 by squaw men, the balance by Indians.

Q. Do you mingle much with the Indians in your district?—A. Yes, sir.

Q. What is the feeling among the Indians in your district as to Major Baldwin?—A. Well, they say he is the best agent that they have ever had. That is the way they express themselves to me.

Q. Have many of them expressed themselves to you on that subject?—A. Quite a good many.

Q. Were they influential Indians, or of all classes?—A. All classes, sir; from the farmers to the chiefs.

Q. Is there any dissatisfaction with Major Baldwin with the Indians in your district?—A. No, sir; I know of no dissatisfaction.

Q. Do you know anything about a lot of cattle that were purchased from John Light—heifer cattle—that were distributed among the Indians?—A. No, sir; I don't know anything about them.

Q. Now, in shipment of freight from this commissary to your station, how many errors have occurred?—A. None.

Q. Will you describe the process by which you get freight over there from the commissary here?—A. Immediately after my issue I make a written report to the office, certifying the amount of stuff on hand of different kinds; the amount of stuff issued on that date, giving a total balance on hand; send wagons (Indian

freighters here) asking for certain grades of goods to make the next issue. Either Mr. Daniels, or, in the absence of Mr. Daniels, Mr. Farwell, sometimes Mr. Norton, have loaded those wagons, gave the Indian a bill of lading, certifying the number of boxes, sacks, or bales, whatever it is, have been put on their wagon. When it is delivered to me at my station, I receive the goods, O. K. the bill of lading and give it back to the Indian, and they come to the office and draw their pay for hauling.

Q. In checking up the goods brought by freighters to your station has there ever been a shortage in any article that was designated on the freight bill presented to you?—A. No, sir.

By the INSPECTOR:

Q. How long have you been in the Indian service altogether?—A. I entered the Indian service April 9, 1885.

Q. Have you been continuously in ever since that date?—A. No, sir; I was out of the service twice for just a short time.

Q. How many different Indian tribes are in your district?—A. The remnants of seven tribes.

Q. Can you speak the Indian language?—A. Not this language.

Q. I meant that over there?—A. No, sir.

Q. In answer to a question propounded by Mr. Fisher you stated that the Indians are thoroughly satisfied with Major Baldwin's administration. Have you made it a business to go around with an interpreter and inquire of them as to their satisfaction?—A. No, sir.

Q. From your extended experience and observation of Indian character is it or not a peculiar characteristic of their character to come around and express their dissatisfaction, to the farmer in charge, of the agent?—A. Yes, sir; and that is one of their peculiarities.

Q. How do they do that, through an interpreter?—A. When they can't explain it in English it is done through an interpreter; if the person or parties can talk the English language they make the expressions themselves.

Q. Then the remnants of these seven different tribes under your jurisdiction have come around to you through an interpreter and expressed their high appreciation of their agent?—A. Voluntarily, yes, sir; either in their camps or at my headquarters.

Q. You stated to Mr. Fisher that when you took charge of this district two years and a half ago that there were about 85 log and frame houses, as nearly as you could remember. Is it not a fact that the Caddo Indians and the Delawares have nearly always lived in log houses?—A. As far as I know they have, more or less.

Q. When you took charge of this district were the remainder of the Indians who were not living in those 85 houses living in tepees?—A. There was three or four families, sometimes five families, living in one house. It was my duty to separate those families and get them more scattered; in consequence they have built houses of their own instead of living in somebody else's, and also made additions to their old houses, built an additional room, and putting up a small building somewhere close to the old house.

Q. You say that you have in cultivation in the district under your management 2,850 acres of land: by what process do you arrive at the number of acres?—A. I stepped the land off, sir; that is the way I work among the Indians; I don't put anything on paper that I can't prove.

Q. What is the extent of your district in miles?—A. As near as I can judge without a survey, about 65 miles from the east to the west and 36 miles from the Washita to the Canadian.

Q. A good deal of your time—where is your residence, in the middle or end of the district?—A. My subissue station and home is 18 miles northwest of Anadarko, of this agency; 25 miles west of the east line, near Minco; 25 miles east of the west line, near Seger colony; 18 miles north of the Washita, and 18 miles south of the Canadian. We tried to put it right in the middle of the district, for convenience of the people, who were scattered. That was done by Lieutenant Nichols, upon my recommendation. I give this without survey.

Q. It must necessarily occupy a great deal of your time in riding these long distances back and forth from your house to Indian farms on the remote ends of your reservation, does it not?—A. On the northern part of the reservation; and the eastern parts of the reservation is settled; on the Canadian bottoms and eastern line, as well as all the southern part on the Washita. The western and the northwest portion of the reservation is unoccupied beyond the 6-mile limit of my house; it is open.

Q. Then, when the time occupied in riding to and fro to visit your Indians

while they are engaged in farming, and also the time occupied in measuring off these large numbers of acres, I should judge you would have very little other time at your disposal; am I correct?—A. Yes, sir; I have no time to hunt.

Q. Is it not to the credit of a farmer in an Indian service to send in to the agency as rose-colored a report as possible?—A. Not by me, sir.

Q. Then you are an exception to the rule.—A. The record will show that I am.

Q. You stated to Mr. Fisher that you could swear that you had never seen Major Baldwin intoxicated, did you not?—A. Yes, sir.

Q. Did you ever see him when he had been drinking?—A. I saw Major Baldwin take three drinks during my acquaintance with him.

Q. Are you a drinking man?—A. No, sir.

Q. While you may be an expert farmer on an Indian reservation, you do not class yourself as an expert on drinking?—A. No, sir.

By Mr. FISHER:

Q. You have stated that many of the Indians in your district have expressed to you their satisfaction of Major Baldwin's administration here; now, will you explain under what circumstances they so expressed themselves?—A. By the amount of different articles of annuity, grass money, seed, farming implements, and such other articles as I have been able to get from the agent for them. Also for the amount of freight that the agent has allowed the Indians to haul that was formerly hauled by white men having rights on the reservation.

Q. Where and under what circumstances did these Indians talk to you about their satisfaction with the present agent, Major Baldwin?—A. It is natural for the Indians to get together at times, such times as we have at present gone through in the making of issues, and talking matters among themselves, and expressing their ways and doings of the agent, and the farmer and others that are over there, and the way they are treated.

Q. Isn't it true that a great many of these conversations that occurred in which Indians in your district expressed their satisfaction with Major Baldwin were conversations in the English language?—A. The largest majority have been so; yes, sir.

Q. Now, isn't it true that a great many of the Indians in your district talk the English language in a manner that they can be understood?—A. Yes, sir.

Q. What experience have you had with drunken men, so that you are able to detect them, as you testify?—A. I served on the Metropolitan police force in Washington City for a short time. During the inauguration of President Cleveland, while the city was overrun with people, the experience that I had, the knowledge of drunken men, is sufficient to give me the knowledge between the drunken and a sober man.

Q. Do you remember of Major Baldwin and Dudley P. Brown, who is a trader here at Anadarko, ever coming out to your subagency there, that you are in charge of?—A. They came to my house, sir, before there was anything else built except my house, to have a council.

Q. When was that?—A. The first visit was in February, 1895, and the second visit in March, same year.

Q. Was Dudley P. Brown with Major Baldwin both of those times?—A. No, sir; I think not. The first visit, Mr. Brown was with him, but I don't think he came with him on the second visit—I am sure he didn't.

Q. On either of those occasions, now, was Major Baldwin intoxicated?—A. No, sir.

Q. Did you see him drink any liquor there?—A. No, sir.

Q. Was you with him all the time that he was there at your place?—A. Yes, sir; he eat and slept in my quarters—slept on the floor—and I went out with him in his ambulance, while we were waiting for the Indians to assemble to hold a council. I was with him all the time.

A. Where did Dudley P. Brown sleep and stay?—A. Slept in the same room with the Major.

Q. What is that subagency known as, Caddo subagency?—A. It is known as Whitebread or Sugar Creek subagency. The Caddos draw there. Some Caddos draw here.

Q. Do the Caddo Indians draw rations, annuities, or grass money at any other places than at your station over there or here at Anadarko?—A. No, sir.

Q. When did this agency begin to issue rations to the Indians at the subagency station where you live?—A. April 5.

W. C. SMOOT.

Subscribed and sworn to before me this 23d day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of J. D. HARDIN, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name?—A. J. D. Hardin.

Q. Where do you reside?—A. Fort Sill.

Q. Is that on this reservation?—A. Yes, sir.

Q. Do you mean at Fort Sill or at Fort Sill subagency?—A. Fort Sill subagency, about 2½ miles below Fort Sill.

Q. What is your business?—A. I am Indian farmer, sir.

Q. Of what district?—A. The Comanches, Fort Sill district.

Q. How large is that district?—A. It is about 37 miles by about 43, I should think; that is, the Indian portion of it, but if you go from line to line, it is 70 miles by about 47.

Q. How long have you been there?—A. The 7th day of January will be two years since I got there; I went to work the 8th day of January, 1895.

Q. What was your business before going there?—A. I had been a watchman at the McFadden compress for two years before.

Q. Were you ever engaged in farming before going there?—A. The two years before that, 1891 and 1892, I was foreman for Breedlove, up here on the Clear Fork of the Brazos River.

Q. Well, had you any experience in farming prior to that time; if so, how long?—A. I farmed there on the Brazos River nine years.

Q. How long have you known Major Baldwin?—A. I have known him since I come here.

Q. How frequently have you met him since you became acquainted with him?—A. My supposition is that I can say once a month; sometimes oftener, and sometimes not as often. He has been at Sill when I was out on the reservation.

Q. Have you been present since he has been agent here at all the grass payments and issues of annuities at the Sill subagency?—A. I have, sir.

Q. Has Major Baldwin been present on those occasions?—A. Yes, sir; he might have been off probably for an hour or two at a time, or about that.

Q. Have you and Major Baldwin been present there during the entire issue of annuities and grass payment?—A. There is probably an hour or two at a time that I didn't see him. This last grass payment I didn't see him but seldom.

Q. Was you present at the issue of annuities and grass payment in the latter part of December and the 1st of January, 1895?—A. Yes, sir.

Q. Was you there all the time?—A. I was in the room making the issues during the whole time.

Q. How often did you see Major Baldwin while that was going on?—A. I can't say, sir, but it was every day.

Q. How many times a day?—A. I don't know whether I can tell you.

Q. Well, about how many times?—A. Well, I should say two or three or four times a day, and probably often; at times when he would come in the room where we were paying of course I would see him, as I was right there handing out goods at the same time.

Q. Well, did you see him intoxicated at any time while that payment and issue was going on?—A. Well, he was under the influence of whisky, sir, or spirits of some kind; not enough, however, but what he was capable of doing business.

Q. How many times did you see him on that occasion, now, not any other, when you thought that he was under the influence of liquor?—A. From the redness of the face, I should say about two or three times.

Q. Is that the only reason you had for thinking he was under the influence of liquor, because his face was a little red?—A. That is all, sir.

Q. Did you see him drink any intoxicating liquors while that payment was going on?—A. I didn't.

Q. Did you see anything in his actions when he was attending to business or when he was walking around or when he was talking to people that made you think he was under the influence of liquor?—A. As I said before, I had no reason, only the flush of the face.

Q. Was Lieutenant Saville there?—A. He was.

Q. Do you know anything about whether Major Baldwin had an interview with Mr. Strauss on a Sunday night?—A. Only from hearsay, sir. I don't know anything about it.

Q. Have you ever known Major Baldwin to be drunk on the reservation?—A. I have never known him what I would call drunk.

Q. How many business transactions and business interviews have you had with Major Baldwin since he has been on this reservation?—A. That is a question I can't answer. They have been too frequent.

Q. Is he reliable or unreliable in business transactions?—A. Well, I consider him reliable.

Q. Have you found him pleasant or unpleasant to do business with?—A. I find no trouble at all in doing business with Major Baldwin.

Q. How many Indian houses were in your district at the time you took charge of it, or about the time?—A. I don't remember the exact number. There is 141 houses at the present time.

Q. How many have been built since you took charge?—A. There has been about 27 houses built, and the Government has built 18 of the 27; there is two of them unfinished.

Q. Do you know anything about the plan that has been adopted by Major Baldwin for building these Indian houses?—A. I do, sir.

Q. Well, go on and state now the plan?—A. Well, Major Baldwin told me to select Indians that were deserving in the first place; I seen that I couldn't do justice to them, and to get the deserving ones I suggested to Mr. Baldwin to prove whether they were deserving to get them to put in \$50 each.

Q. Well, what was done about that?—A. They of their own free will put in the \$50 to build the houses; the cost of them is about \$164 apiece.

Q. Have you collected any money from the Indians to build houses with?—A. I collected the biggest portion that has been collected; there is a good many that has come and give their money to Major Baldwin.

Q. Well, did you solicit this money from the Indians or did they come to you voluntarily?—A. Voluntarily. I let them know that there was houses to let, and they come of their own accord; and there is several others awaiting at the present time to put in money for building these houses if they can see their way.

Q. How long ago did you commence receiving money from Indians to build these houses?—A. I suppose about a year ago.

Q. Has there been any houses built since you received the money?—A. There has been the 18 houses that I spoke of that was built along in the late spring or winter, and now there is about 38 that I have collected for. Those houses are not built.

Q. Do you know why?—A. I do not.

Q. How many acres of land was in cultivation in your district when you took charge of it?—A. My supposition is that there was about 1,200 or 1,500 acres; only supposition; there has never been any survey made.

Q. How many acres have been put in cultivation since you have had charge of that district?—A. Something near 500; but there is none of it in what you or I would call real farming.

Q. How was it as to the 1,200 or 1,500 acres that was in cultivation when you went there?—A. Well, it was butchered Indian fashion.

Q. Have you ever been engaged in the cattle business?—A. Not to a great extent.

Q. How long were you engaged in the business?—A. Well, I have raised cattle for the last forty years, less twelve.

Q. Did you see any cattle issued to Indians here, one and two year old heifers, that was delivered to the Government here by John W. Light?—A. I saw cattle here that was said to have been delivered by Light.

Q. When was that?—A. May, 1895, I think; no, 1896.

Q. How many of those cattle did you see?—A. I saw all of them that was issued.

Q. Did you inspect them?—A. I didn't inspect them at all. I helped make the issue, but I noticed the cattle.

Q. How did you make the issue?—A. The cattle were rounded into a pen, and whatever cow came first was issued to Indians.

Q. Did you observe every animal that was issued?—A. I paid attention as much as I could in keeping the Indians straight. I paid all the attention to the cattle I possibly could.

Q. What age cattle were they?—A. One and twos; some of them a little over, probably.

Q. Were they graded cattle or not?—A. I would say, as well as I can get on to them, that they were what would be called graded cattle. There was Indian cattle altogether that they had bought here of the Indians, which made a mixture of the whole herd.

Q. Could you tell the difference between the Indian cattle and other cattle that were being issued there?—A. Yes, sir; as a general thing, I could.

Q. What do you mean by graded cattle?—A. I mean a cross between a thoroughbred and common cow.

Q. Were all of these Light cattle that were issued there, that you observed there

closely, graded cattle?—A. I would call them graded cattle, and some as far on as three-quarters.

Q. What good blood appeared to be in them?—A. There was a few Jerseys, Polled Angus, the beef Durham.

Q. Any other?—A. The Hereford, and then there was a few of another milk breed, but I can't call the name—a few of them.

Q. Was it Holstein?—A. Yes, sir.

Q. Have you seen any of those cattle since that were issued to the Indians?—A. I have seen them frequently; yes, sir.

Q. How do they compare with the other cattle on the Indian range?—A. Good cattle, and the Indian cattle are good cattle.

Q. Have any of those cattle—Light cattle—died out?—A. Some few; that is, I have heard the Indians say that some six or seven were dead out of the 1,200, which is a small per cent.

Q. Well, what has been the per cent of death among those cattle as compared with other cattle on the range?—A. About the same.

By the INSPECTOR:

Q. During the annuity issue and grass payment that took place the latter part of December, 1895, the 1st of January, 1896, was Lieutenant Saville there?—A. Yes, sir; he was there.

Q. Upon the night of December 29, 1895, during that payment, or the night of January 5, 1896, during the same payment, were you present in Major Baldwin's tent after night?—A. I wasn't in Major Baldwin's tent during that whole payment.

Q. In answer to a question of Mr. Fisher's as to whether you had ever seen Major Baldwin intoxicated at any time while that payment and issue was going on, you stated that he was under the influence of whisky or spirits of some kind, not enough, however, but what he was capable of doing business. Is that correct?—A. That is correct, only it was supposition on my part, from the flush of the face; I didn't see him drink.

Q. Is that the only test that you have of judging of a man being under the influence of liquor, from the redness of the face?—A. Well, no; a man may see a man stagger, or something of that kind, and yet not see him drink, and know it, but to come right out and say a man is drunk unless you see him drink is mighty hard.

Q. Is that the only occasion that you ever saw Major Baldwin with a red face?—A. No, sir; I have seen Major Baldwin when I thought he was under the influence of whisky some three or four times, probably oftener.

Q. Did you smell it on him on these other occasions?—A. I have drank with Major Baldwin three times.

Q. Were you present at the Lime Creek council?—A. I was.

Q. Was Major Baldwin under the influence of liquor at that time, at any time during that council?—A. Well, yes; I was kept on the outside most of the time, and I am not really onto that as well as a man would imagine.

Q. How do you know, then, that he was under the influence of liquor?—A. Well, I saw him drink is one reason, and Brown, Hornbeck, and the typesetter were in company together; they were all drinking; there was nobody but the typesetter what I call drunk.

Q. Were the Indians about?—A. They drink inside of the tent; I don't know that they drank on the outside.

Q. You never heard them discuss that there, did you, about the agent being under the influence of liquor, did you?—A. No; I don't know that I have.

Q. You had plenty of time at the issue made to Indians of cattle in May, 1895, to inspect them sufficiently close to determine as to whether they had any Arkansas or Texas or Mexican blood in them?—A. I am not so fine brained as to get the Texas and Arkansas blood out.

Q. What do you understand by the term native American cattle?—A. Native American cattle, we haven't any here; but those that are raised here are considered that; I mean here in Oklahoma and Indian Territory.

Q. You have stated that these cattle were what you call graded cattle—that is, cross of a common cow and a thoroughbred bull of some description. Did you raise those kind of cattle down in the country that you spoke of where you had twenty-eight years' experience in raising cattle?—A. A part of the time I did, sir.

Q. Did those that you raised—were those that you raised free from Arkansas, Texas, or Mexican blood?—A. No; I don't think they were.

Q. Do you know where these cattle came from that Light delivered here?—A. No; I do not; only supposition.

Q. You don't know whether they were shipped from Texas or Arkansas or not?—A. No, sir; I do not.

By Mr. SHEPHERD:

Q. Didn't you and Major Baldwin have your talk about building Indian houses some time last spring?—A. My impression is that it was in the winter, but I can't say.

Q. Did you tell the Indians they could get a house by depositing this \$50?—A. I did, sir.

Q. Did Major Baldwin tell you that you could tell them this?—A. Yes, sir.

Q. Has there been any houses built since June, 1896?—A. There has not.

Q. You say that you would judge that the cattle delivered by Light were graded cattle. Why would you judge them graded cattle?—A. From their natural appearance.

Q. Will not most any herd of cattle brought from Texas or Arkansas show more or less sign of graded stock?—A. Texas stock, in certain portions, is graded stock.

Q. Then, I would understand you to say that this herd of cattle was about an average with the general grade of stock of Texas and Arkansas.—A. I don't know about Arkansas, but I know they averaged just about with Texas stock.

Q. How did the cattle that Light delivered average with the ones the Indians put in?—A. Well, there were some better and some worse, but not as to grade, but to condition.

Q. How as to grade?—A. Well, there are a better graded cattle than the Indian cattle. The Indian cattle are somewhat graded themselves.

Q. Did not this herd of cattle show signs of Texas and Arkansas blood, as well as graded blood?—A. Well, I can answer that in this way: Knowing the cattle had been driven through this section of the country since 1866, they are one and the same cattle, same blood.

Q. Do you mean to say that they were mixed and showed signs of Texas, Arkansas, and Indian Territory cattle, the same as the ordinary cattle in those places?—A. Yes, sir; they are one and the same cattle. The cattle that are raised here and in Texas, they are one and the same cattle. No man can tell the difference.

Q. Isn't it a fact that some of these cattle showed that they were rather a poor grade Texas cattle?—A. No; it is not; that a man would have to have gone through a regular inspection to have graded the cattle properly.

Q. Then there were no such signs of breeding as would clearly indicate that they were not Texas or Arkansas cattle?—A. There was no such signs as would say that the Texas blood was blotted out.

Q. Were the Indians pleased with those cattle?—A. I have never heard a Comanche but what is pleased with it.

Q. How about the Kiowas?—A. I don't know anything about them.

By Mr. FISHER:

Q. Do you know the common class of cattle that are raised in eastern Texas and Arkansas when you see them?—A. I know a cow that hasn't had sufficient feed, and that is an eastern Texas and Arkansas cow—starved cattle, a range cow.

Q. How do they compare with other cattle as to size and frame?—A. They are smaller.

Q. Were any of these cattle that you saw that were said to be the Light cattle that were issued to the Indians Arkansas and east Texas cattle, such as you have described in your former answer there?—A. If there were any Arkansas or eastern Texas cattle in the bunch, I didn't notice it, but I think I would; I am not an expert on cattle though.

Q. On these two or three occasions that you say you took a drink with Major Baldwin, was that in the presence of Indians?—A. No, sir.

Q. Was that on the reservation?—A. Yes, sir; it was on the reservation.

Q. Did either one of you get drunk on that occasion, or intoxicated in the slightest degree?—A. Neither of us, sir.

Q. You say you saw Major Baldwin at Lime Creek when the council was held there, saw him when he arrived?—A. Yes, sir.

Q. Was he drunk?—A. I didn't go to him; I was busy a putting up a tent.

Q. You don't know whether he was intoxicated at that council or not?—A. I don't know that he was drunk, but I know that he was under the influence of liquor; whether it was whisky or beer I don't know.

Q. What made you think he was under the influence of liquor?—A. Simply because I saw him drink, but I don't remember whether it was whisky or beer.

Q. Well, was there anything in his conduct?—A. No. They were all jovial, and one man what I call good dog drunk.

Q. And it was simply because he was jovial that you thought he was under the influence of liquor, and because you saw him take a drink?—A. That is it, sir.

By Mr. SHEPHERD:

Q. You stated a while ago, not in the record, that you were sent out to see how the Indians liked their cattle. Who sent you out?—A. Major Baldwin.

Q. How come he to send you out, if you know?—A. I don't know, sir. He gave me the order, and I went and obeyed.

Q. You say they like them all but several head?—A. Something like that.

J. D. HARDIN.

Subscribed and sworn to before me this 23d day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of A. E. CAMUSE, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name?—A. A. E. Camuse.

Q. Where do you reside?—A. Chickasha, Ind. T.

Q. How long have you resided there?—A. Will be four years January 1.

Q. What business have you been engaged in there?—A. Hardware.

Q. How long have you known Major Baldwin, Indian agent on this reservation?—A. Why, it was directly after he came here.

Q. Have you had any business dealings with him during that time?—A. Yes, sir.

Q. Well, about how many different business transactions have you had with him?—A. Why, I suppose something like twenty-five or thirty; that is, that he has bought about that many bills from me, I think; that I had that many contracts.

Q. In these transactions was he acting officially or as private citizen?—A. I always got pay from the Government, except one or two bills, I think.

Q. Have you met him frequently on other occasions than those at which you have had business transactions with him?—A. Yes.

Q. Have you met him frequently, or not, on this reservation?—A. Only at the agency.

Q. Well, have you met him frequently here at the agency?—A. I have seen him almost every time I came up here, because I mostly had business with him when I came.

Q. Have you ever seen him these various times that you have met him and had business with him intoxicated?—A. No; I have saw him take a drink, but I never saw him what could be said as drunk or intoxicated; he knew what he was doing.

Q. Did you ever see him so intoxicated that it was perfectly apparent to any observer that he was intoxicated to any extent?—A. I don't think I have.

Q. From the business relations and transactions that you have had with him, do you regard him as reliable or unreliable in business matters?—A. I have always found him very reliable.

Q. Is he pleasant or unpleasant to do business with?—A. Why, pleasant.

By the INSPECTOR:

Q. Have you ever seen Major Baldwin under what you would call the influence of liquor at all?—A. No; I haven't.

Q. Have you ever seen him when he had been drinking?—A. I have seen him drink; I have seen him take several drinks.

A. E. CAMUSE.

Subscribed and sworn to before me this 23d day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of A. L. YECKLEY, witness for the defense.

Direct examination by Mr. FECHHEIMER:

Q. Where do you reside and what is your occupation?—A. Blacksmith, Fort Sill subagency.

Q. Mr. Yeckley, in your position as agency blacksmith do you have frequent business dealings with Major Baldwin?—A. No, sir.

Q. Well, have you seen Major Baldwin at the Fort Sill subagency frequently?—A. I have saw him there; yes, sir.

Q. Do you see him there whenever he makes a payment?—A. Yes, sir.

Q. At any of these payments that you have seen him have you seen him drunk or intoxicated or under the influence of liquor?—A. Not when I would say on oath that he was drunk.

Q. How often did you see him at the Fort Sill subagency?—A. I don't know as I can answer that question; just how many I couldn't say; I never kept count.

Q. At the different times that you have seen him there, and have had dealings with him, have those dealings been pleasant or unpleasant?—A. They have been pleasant.

Q. In any transaction you have had with Major Baldwin do you consider him reliable or unreliable?—A. As far as I have had any dealings with Major Baldwin he has been reliable.

By the INSPECTOR:

Q. You stated that under oath you would not say that you had seen Major Baldwin drunk. Have you seen him when he was under the influence of liquor?—A. I have seen him when I thought that he was under the influence of liquor.

Q. What caused you to think that, Mr. Yeckley?—A. Well, from the looks and acts of the man. I might have been mistaken.

Q. How did his acts differ on that occasion than any other occasion upon which you have seen him?—A. I saw him one time when he staggered a little.

Q. Where was that at?—A. At the Fort Sill subagency.

Q. Upon what occasion?—A. I disremember the time; one time when he was at Fort Sill, while Mr. Daniels was subagent.

Q. Did you ever see him more than once when he staggered?—A. No, sir.

Q. Did you ever see him more than once when you thought he was under the influence of liquor?—A. No, sir.

By Mr. FECHHEIMER:

Q. Now, was this time that you say you saw him stagger in the summer time?—A. I think not.

Q. What time was Mr. Daniels subagent?—A. From December, about the 13th, I think, until in August of last year.

Q. Wasn't that the time you saw him stagger, the time that Major Baldwin was sick there at the fort?—A. He might have been sick, but I didn't know anything about it.

Q. How close were you to him when you say you saw him stagger?—A. I passed within 3 or 4 feet of him.

A. L. YECKLEY.

Subscribed and sworn to before me this 23d day of December, 1896.

P. MCCORMICK, *Inspector*.

Testimony of A. M. DUNN, recalled for the defense.

Direct examination by Mr. FISHER:

Q. How do you receive your freight out there; in what manner are they sent to you?—A. It is sent there, hauled there by Indians.

Q. Well, go on and explain, now.—A. Every Indian when he comes there has a wagon bill; the freight is checked into the warehouse from the wagon bill; if there is any shortage on the bill it is checked short, OK'd, signed, and returned to the agency; sometimes the Indian takes it, and sometimes it is sent back; it comes to the agent's office.

Q. Have you received all the freight that has been sent to that subagency during Major Baldwin's administration?—A. I have with a very few exceptions, when I happened to be away from home, when the freight was checked in by the farmer or my wife.

Q. How many shortages have occurred in checking out goods, freight brought to that subagency, since you have been in charge of it?—A. I never saw but one or two instances.

Q. Well, what was done about it?—A. The bill was reported short and the stuff was sent out on the next freight that came out.

Q. Did these occur when you received and checked out the goods yourself?—A. Yes, sir.

Q. Were any reported to you by the farmer or your wife when they checked them out at any time?—A. No, sir.

Q. Well, do you know how that shortage occurred, whether by loss of the freighter or omission to load?—A. Omission to load, because I got the stuff after that.

By the INSPECTOR:

Q. Did any loss occur to the Government?—A. It did not.

Q. What was that particular stuff at that one instance that was omitted to be loaded?—A. I can't call to mind, now; I don't remember.

Q. Was it a large or small package?—A. Small packages in both instances.

Q. Would that be liable to occur in loading freight in the warehouse, to omit a small package?—A. Yes, sir.

A. M. DUNN.

Subscribed and sworn to before me this 23d day of December, 1896.

P. McCORMICK, *Inspector.*

Examination adjourned until 9 a. m. December 24, 1896.

Hearing resumed pursuant to adjournment to this hour, 9 a. m. December 24, 1896.

Testimony of Father R. ISIDORE, witness for defense.

Direct examination by Mr. FECHHEIMER:

Q. State your name, residence, and occupation.—A. My name is Father Isidore Ricklin, St. Patrick's Mission, Anadarko; superintendent of the school.

Q. How long have you resided on this reservation?—A. For the last six years.

Q. How long have you known Major Baldwin?—A. I have known Mr. Baldwin ever since he came to the agency.

Q. How frequently have you seen Major Baldwin?—A. I have seen Major Baldwin—it would average twice a week since he has been here—on business and visits, socially; call at the office just to see him.

Q. How often has Major Baldwin visited your mission?—A. Major Baldwin visits the mission average once a month, sometimes twice a month, average once a month for the year.

Q. Have you had any business transactions with Major Baldwin?—A. I have had business transactions at least once a month.

Q. In these business transactions with Major Baldwin have you found him reliable or unreliable?—A. Very reliable.

Q. What is his manner of doing business; that is, his manner of treating people?—A. Very gentlemanly.

Q. He has always treated you gentlemanly and courteously?—A. Not the least complaint to make; I have had great satisfaction with all the dealings I have had with him.

Q. At any of these meetings that you have had with him, or at any of these times that you have been at the agency, or any of the times that Major Baldwin has visited your school, was he under the influence of liquor or intoxicated?—A. Never.

Q. Since Major Baldwin's arrival at this agency, and since he has taken charge of matters at this agency, have you noticed any improvement in the Indians? If so, state in what particular.—A. There has been a great improvement for the benefit of the Indians made ever since Mr. Baldwin came to this agency, in a material way and in an educational way. The standard of the schools before he came was not by half so good as it is since he is here, and the reason I have to give for it is the emulation he brought in the schools by having those public entertainments of all the schools together in the material way and the general benefit of the Indians. He assisted them in all possible way to take up their allotments and to work the same, and entice them to stay at home and to attend to their farms and cattle.

Q. Is it not a fact, Father, that at the time of Major Baldwin's arrival here the Indians were in the habit of loafing around the agency here?—A. Yes, sir; that habit does not exist any more. Another thing which might be mentioned in Major's favor is that he stopped as much as he possibly could the gambling, and endeavored by all possible means to stop the traders from overcrediting those Indians on the reservation, as they had done for many years past to my own knowledge.

Q. From your observation and long residence at this agency, do you not think that it is to the benefit of the Indians to induce them to build houses and live in them instead of living in tepees?—A. It certainly would be a great benefit for the Indians to live in houses, and the effort made by Major Baldwin has been very successful in that way.

Q. In your capacity as missionary and your intercourse with the Indians, have you heard any of them express themselves whether they were satisfied or dissatisfied with Major Baldwin as their agent?—A. In all my communications with the Indians I have found the Indians very satisfied with the administration of Major Baldwin, and wishing that Major Baldwin would remain with them in order that the work be done by him might be put into fulfillment. I also might state that

I was called upon to assist at a meeting of the Indians last Sunday and heard ten Kiowas speak about Major Baldwin and testify and say that Major Baldwin was the best agent they had for the last six years.

Q. To what extent do you get out among the Indians?—A. My special work is at the school, but my missionary work extends also in camps, and I can say, without flattering myself, that I am out among the Indians the greatest part of my time attending to sick calls and missionary work.

Q. Can you speak any of their languages?—A. I can speak the Comanche and use the sign talk fluently.

By Mr. SHEPHERD:

Q. Is it not a fact that Major Baldwin has made war on the traders, squaw men, since he has been in charge of the agency?—A. I deny entirely the words "made war." Major Baldwin made no war with anyone; the best way I can express it is to bring them to time.

By Mr. FISHER:

Q. What do you mean by bring the squaw men and the traders to time?—A. For the squaw men, it means to pay up the debts that they owe the Indians for pasture they have had for many years at their own disposal; for the traders, it means not to credit an Indian over his ability to pay.

By Mr. SHEPHERD:

Q. Is it not a fact that on account of a small amount of rations or length of time between payments that the Indians are compelled to ask the traders for credit in order that they may have proper subsistence?—A. The fact stated in the question is true; but it is not the fault of Major Baldwin if the rations are not sufficient, and on the other side, if the traders would only give to the Indians credit for things that they really need, their credit would never pass their liabilities.

Q. Do you know it to be a fact that Indians trade beyond their ability to pay?—A. I know it in some cases.

By the INSPECTOR:

Q. Is it to the interest of the trader to allow an Indian to overtrade?—A. Certainly not.

Q. If a trader confines the articles sold to an Indian simply with something to eat and what was absolutely necessary, would he not lose the Indian trade?—A. The answer to this would be the idea of an Indian trade is to supply the necessaries to an Indian.

Q. What do you call necessaries?—A. Necessaries for life.

Q. Have you ever seen a list of articles proscribed by the regulations from the Indian Office that a trader may sell to Indians?—A. No; I have never seen them.

Q. Are you aware that in that list are articles such as clocks, etc., which would include diamond pins, are allowed in the list?—A. No, I am not aware of it.

Q. Such being the case, that they are in there, is it surprising that a trader prefers to sell the clocks, etc., to beef and bacon?—A. Not at all.

By Mr. SHEPHERD:

Q. How do you know that Major Baldwin has stopped the traders from overcrediting the Indians?—A. I don't know in which way he stopped the traders from crediting the Indians; by hearsay I heard that he had stopped them.

F. I. RICKLIN.

Subscribed and sworn to before me this 24th day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of J. C. CAVENER, witness for the defense.

Direct examination by Mr. FECHHEIMER:

Q. What is your name, residence, and occupation?—A. J. C. Cavener; residence, Anadarko; I am a minister, Methodist Episcopal Church South.

Q. How long have you resided on this reservation?—A. One year.

Q. How long have you known Major Baldwin?—A. I met Major Baldwin soon after I came.

Q. How often have your meetings been with Major Baldwin, and how often have you seen him since you have been here?—A. I have seen him quite frequently; I never thought it necessary to note the number of times. I have seen him quite frequently.

Q. Well, how frequently?—A. Well, part of the time I have seen him daily, when he was at home.

Q. Where have you seen him daily, in his office or at home?—A. I have seen him at home oftener than in his office, I would suppose.

Q. Have your meetings with him in his office been frequent?—A. Yes, sir.

Q. Have you had any business dealings with him?—A. I haven't done any trading with him. I have come to see him with reference to business matters, but not any trading.

Q. Are you connected with any of the schools?—A. No, sir, I am not; only indirectly. I am pastor of the church, and part of the church members are laboring at the school; I am their pastor.

Q. In your business dealings with him have you found Major Baldwin reliable or unreliable?—A. I have never in my relations with him found him anything but reliable with me.

Q. At the different meetings that you have had with him and in your business transactions have you found him agreeable or disagreeable to do business with, pleasant or unpleasant?—A. He has been pleasant with me, attentive to business strictly.

Q. At any of these meetings you have had with him or at any of the times that you have seen him, have you ever seen him when you thought he was intoxicated or drunk?—A. I never knew him to be drunk; that is, I never saw him drunk; if he was drunk I didn't know it.

Q. Isn't it a fact that Major Baldwin is of a jovial disposition?—A. He has been so in my presence.

Q. He is always smiling and feeling good, isn't he, and seems to be in a happy mood all the time?—A. I have seen him when he was so tired that he was not very happy or smiling, when he had been working hard, driven in here perhaps in the night.

By the INSPECTOR:

Q. You stated you never saw Major Baldwin drunk. Did you ever see him when you thought he had been drinking or indulging in liquor?—A. I have smelled the odor of liquor when he was present, but I didn't know whether he or some one else gave forth the fume.

Q. On these frequent occasions which you have met him was always some one present?—A. No, sir; I have met him at home when he was alone in the parlor.

Q. Upon any of these occasions that you have met him when no one else was present did you smell the fumes of liquor?—A. I have no recollection of having smelled the fumes of liquor when I met him alone.

J. C. CAVENER.

Subscribed and sworn to before me this 24th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of JOHN NESTELL, witness for the defense.

Direct examination by Mr. FECHHEIMER:

Q. State your name, residence, and occupation.—A. John Nestell; Anadarko; clerk.

Q. Mr. Nestell, how long have you known Major Baldwin?—A. Since he has been agent.

Q. How long have you resided on this reservation?—A. Over twenty years.

Q. You have a right here, have you not?—A. Yes, sir; intermarried with the Kiowa tribe, and adopted.

Q. On Major Baldwin's trips at these payments to Rainy Mountain and Fort Sill, have you accompanied him on any of these trips?—A. All of them.

Q. Have you on any of these trips seen Major Baldwin drunk, or intoxicated, or incapacitated from doing his official business?—A. No, sir.

Q. On these trips have you seen Major Baldwin every day when away from the agency on these trips?—A. Every day while the payment was going on.

Q. Since Major Baldwin has been on this reservation as Indian agent have you noticed any improvement in the condition of the Indians?—A. In some respects.

Q. State what.—Well, they are not laying around the agency gambling and horse racing, the way they formerly did under former agents. There is a good many of them trying to get into houses, and they are not running things in general as they had been in the habit of doing—that is, the Indians; they are not having their own way.

Q. In your business relations with Major Baldwin, have you found him reliable or unreliable?—A. Always reliable.

Q. What is his manner of doing business, pleasant or unpleasant, agreeable or disagreeable?—A. It has always been agreeable with me.

By the INSPECTOR:

Q. Always agreeable with you, you state. Have you been by when he was disagreeable with others?—A. Not that I remember.

Q. Do I understand you to say, in answer to a question of Mr. Fechheimer's that you never saw Major Baldwin drunk, intoxicated, or under the influence of liquor?—A. I said that I never saw Major Baldwin drunk or intoxicated; yes, sir.

Q. Mr. Nestell, did you not say in the presence of Mr. Farwell and Dud Brown that if you were put on this stand to testify on that question, that that would be your answer, that you would not say it?—A. I stated to Mr. Brown and Captain Farwell that no man could get on the stand and swear that another one was drunk; that is what I said.

Q. What is your definition of "drunk?"—A. A man that is down.

Q. What is your definition of "intoxicated?"—A. Well, it is about half drunk.

Q. What is your definition of being under the influence of liquor?—A. Oh, that depends on different men.

Q. A man like Major Baldwin?—A. I don't know anything about his capacity.

Q. From your observation and acquaintance could you give me any idea of what his capacity is?—A. No, sir.

Q. While you have never seen Major Baldwin drunk, as you state, down, have you even seen him under the influence of liquor?—A. I have seen Major Baldwin take a drink, but whether it has had any influence on him I can't state; don't know anything about it.

Q. Never seen him take but one?—A. Oh, yes; I have seen him take several.

Q. How many drinks do you suppose you have seen him take upon any one of those occasions?—A. Oh, I don't know. I didn't count them.

Q. Very many?—A. I couldn't tell you. Don't know. That is something I paid very little attention to.

Q. Did you tell John Craggs, William H. Cleveland, Woodard, and Brown that you had ever seen Baldwin intoxicated?—A. I might have told that outfit that. I have told them a lot of foolishness.

Q. You stated just now that the Indians were not gambling around the agency.—A. That is my observation as far as I can say.

Q. Do you visit around among them frequently?—A. No, sir; very little.

Q. Do you go around about their camps at night?—A. Never slept in an Indian camp but twice since I have been on the reservation.

Q. If the Indians were gambling, wouldn't they generally take to the brush?—A. It would generally be a public thing right at the agency; sometimes right in front of the stores.

By Mr. SHEPHERD:

Q. How long has it been since you saw Indians gambling in front of traders' stores?—A. Either the first or second payment that Major Baldwin made at Sill.

Q. Did you ever see any Indians gambling in front of traders' stores in Anadarko?—A. Yes; under former agents.

Q. Whose store?—A. I have seen that porch of Craggs's lined with them, just as thick as they could stick.

Q. Who was the agent at that time?—A. Oh, I don't remember.

Q. How long since was it?—A. Two years ago—several years ago.

Q. Was it during the administration of Captain Brown or Lieutenant Nichols?—A. No; I think it was ahead of that—before that.

JOHN NESTELL.

Subscribed and sworn to before me this 24th day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of J. J. METHVIN, witness for the defense.

Direct examination by Mr. FECHHEIMER:

Q. What is your name, residence, and occupation?—A. J. J. Methvin, Anadarko; I am a missionary down here; Methodist Episcopal Church South.

Q. How long have you resided on this reservation?—A. I have been here a little over nine years.

Q. How long have you known Major Baldwin?—A. I have known him ever since he has been here.

Q. Have you had any business dealings with Major Baldwin?—A. Nothing more than the usual business between the schools and agent.

Q. In your business transactions with Major Baldwin, have you found him reliable or unreliable?—A. He has been reliable, so far as I know.

Q. What is his manner toward you in your business transactions, pleasant or unpleasant, agreeable or disagreeable?—A. He is very pleasant in transacting business with me.

Q. Now, at these different times that you have seen him or had business transactions with him, was he intoxicated or drunk?—A. I have never seen him drunk; I have seen him when he had liquor.

Q. You have never seen him drunk or intoxicated, what you would consider drunk or intoxicated?—A. I have seen him when I smelled liquor upon him, but I never seen him when he couldn't transact business.

Q. Since Major Baldwin's arrival at this agency and since he has taken charge of this agency, have you noticed any improvement in the Indians? And if so, state in what respect.—A. Well, there is one thing I noticed with reference to their clustering around the agency here and gambling; I think he has broken that up largely. There is a continued progress in their building and their farming; I don't know as you could attribute it to his administration especially. The Indians have been making gradual progress for a number of years in the line of farming and building; they began building during Agent Day's administration, and they have kept it up ever since with increased interest as agents have manifested interest in it and helped them with it.

Q. Then you consider it a great improvement that he has broken up the loafing around the agency and the gambling?—A. Yes, sir; how much he has broken it up away from the agency I don't know, but their loafing around here was a nuisance for a long while.

By Mr. SHEPHERD:

Q. To whom was it a nuisance?—A. I suppose you might say to the public generally. I don't suppose it was a nuisance to the Indian, because he considered it a privilege.

J. J. METHVIN.

Subscribed and sworn to before me this 24th day of December, 1896.

P. MCCORMICK, *Inspector.*

Testimony of FRANK L. FRED, witness for the defense.

Direct examination by Mr. FISHER:

Q. You have been on the witness stand in this examination once before?—A. Yes, sir.

Q. Have you been present at any dancing parties or other social gatherings at what is known as the Masonic Hall at Anadarko since Major Baldwin came here?—A. Yes, sir; I recollect distinctly two.

Q. Do you know C. A. Cleveland, who lives here in Anadarko, trader?—A. Yes, sir.

Q. Was he present at those parties?—A. I couldn't say, sir; don't recollect.

Q. How many of those social gatherings have been held in the Masonic Hall that you know of since Major Baldwin has been here?—A. I could not say. I recollect distinctly two that I went to.

Q. Was you present at the parties held there on Thanksgiving or Christmas of last year?—A. My recollection is that I was in St. Louis at the time, Thanksgiving Day.

Q. How about Christmas?—A. I was present then.

Q. Was you present at any party held at that hall on Thanksgiving or Christmas of 1894?—A. I was present when a party was given to Mrs. Dunbore and Mr. Pedrick.

Q. Well, when was that?—A. Well, sir, I couldn't tell you. It was a short time after Major Baldwin came here. Major Baldwin and Dr. Wallin and Mr. Johnson were staying at my house, boarding at my house at the time. They were only there about three weeks, I think.

Q. Don't you remember that there was a party given there last Christmas?—A. Well, there was a party given there last Christmas or last Christmas a year that I went, and I am not positive which it was; it was, I was there and left before it closed in consequence of a young lady who was there staying at my house, who was taken sick, and my wife took her home.

Q. How many parties have been given at that hall since Major Baldwin came here, if you know?—A. I am unable to answer that question, for I really do not know.

Q. Do you know how many times Major Baldwin has attended parties there?—A. I do not know, sir; but I know that he was present at each of the parties that I attended.

Q. Was Major Baldwin drunk or to any extent intoxicated at those parties when

you saw him there?—A. I never saw any indication of him being drunk at either party that I was at.

By the INSPECTOR:

Q. Had he been drinking at either of the parties that you mention?—A. I didn't observe that he had, Mr. McCormick.

FRANK L. FRED.

Subscribed and sworn to before me this 24th day of December, 1896.

P. McCORMICK, *Inspector*.

Counsel for Baldwin states that he recalls Dudley P. Brown, who has testified heretofore in this examination on behalf of the prosecution that is being made here by the traders, for further cross-examination.

Counsel for the prosecution states that he objects to Dudley P. Brown being recalled for further cross-examination, and insists that he is called now as a witness for the defense; no agreement of parties by which the witness was to be recalled for cross-examination.

The inspector states that not being a lawyer I do not like to venture an opinion on a legal question, but in deference to the opinion of Mr. Fisher, counsel for Major Baldwin, this has been allowed to be done in order that no room may be left for Mr. Fisher, Major Baldwin's counsel, to say that injustice has been shown him. My own opinion is that Dudley P. Brown by this action has been made the witness for the defense.

Testimony of DUDLEY P. BROWN, recalled.

Direct examination by Mr. FISHER:

Q. Is it not true that you are one of the traders that are contributing toward the payment of counsel in this case and that you have been actively engaged in the prosecution of Major Baldwin ever since the commencement of taking testimony in this case?—A. It is true that I have been actively engaged in the prosecution of Major Baldwin since this investigation began; it is not true that I have contributed a cent toward the payment of counsel for prosecution.

Q. Is it not true that you have promised to assist W. H. Cleveland and Mr. Craggs and any other that may be engaged in the employment of counsel in the prosecution of this case, to assist them in payment of the counsel fees?—A. I never promised Mr. Craggs anything of that nature, but Mr. William H. Cleveland said to me that Major Baldwin had employed counsel, and that the inspector had said to him that if one side employed counsel the other side had the same privilege, and asked me if I would pay my share toward the attorney's fees for the prosecution, and I said that I would.

Q. Now, is it not true that while you were in El Reno, Okla., or at Fort Reno last week, and since W. H. Cleveland testified in this investigation, that you stated to Major Woodson that you were not having anything to do with this prosecution, and was trying to keep out of it?—A. I stated to Major Woodson this: That I had not put in any charges against Major Baldwin, but had been notified that I would be a witness in the case, and expected to assist in bringing all of the truth in regard to Major Baldwin's official conduct to light. This conversation occurred in front of the Stock Exchange Bank at El Reno, Okla., and that is the only time that I saw him to speak to him.

Q. Then you swear that you never made the statement to him, or in substance the statement that is contained in the question that I just asked you?—A. I swear that I made the statements to him as I have answered in the previous question, and do not know how Major Woodson interpreted it. I wish to state that when I agreed to pay any part of the attorney's fees in prosecuting Major Baldwin that I have sense enough to know that I went on record as a prosecutor in this investigation.

Q. Then you positively deny that you made the statement contained in my former question?—A. Verbatim, I do.

By Mr. SHEPHERD:

Q. I will ask you if you ever heard John Nestell in your presence state that he had seen Major Baldwin drunk?—A. I have.

Q. Did he seem to be joking, or that he meant what he said?—A. He had every indication of the utmost earnestness in his remarks.

Q. To whom did he make the statement, and who was present?—A. I have heard him make that statement more than once; the last time I heard him make it was in the presence of Mr. Frank Farwell, an employee at this agency, at my office, just before this investigation began.

Q. I will ask you if you was present at the Christmas entertainment just tes-

tified to by Colonel Fred?—A. I am quite positive that it was not on a Christmas Day or Christmas night. My recollection is that it was not near Christmas, but about Thanksgiving of 1894.

Q. Was Colonel Fred and Major Baldwin there?—A. At the party I speak of I saw both Major Baldwin and Mr. Fred.

Q. Was Major Baldwin intoxicated or under the influence of liquor?—A. He was undoubtedly under the influence of liquor upon the occasion I mention. The lady, my guest whom he danced with, complained to me of it.

Q. Do you know of any other instance besides that you have already testified to? (Question withdrawn.)

By the INSPECTOR:

Q. Have you had a conversation with Mr. Nestell of a more recent date than the one just mentioned?—A. I have.

Q. When did you have it?—A. Yesterday afternoon, in my office.

Q. Who was present besides you and Mr. Nestell?—A. At the time the conversation occurred there wasn't anyone present. There was a gentleman in my office when Mr. Nestell first came in, and he asked if there was anything private. I said there was, and he went out of the office, and then when the gentleman left he came back; came back alone.

Q. I wish you would detail as near as you can that conversation between you and Mr. Nestell, yesterday evening?—A. Nestell said that he understood that he was going to be put on the witness stand by Major Baldwin and that he was sorry of it; that our side had kept him off, and he didn't want to testify. I reminded him that he had told me in Mr. Frank Farwell's presence that if we put him on the witness stand, and any questions were asked him whether or not he had seen Major Baldwin intoxicated or drunk or under the influence of liquor, that he would swear that he never had seen him in such condition. I reminded him that he had told me repeatedly that he had seen Major Baldwin drunk, and he said he didn't care a damn if he had; that Major Baldwin had given him a great deal of whisky, had drank with him repeatedly, and that he would swear that he never had seen him drinking, intoxicated, or drunk; would deny the whole thing. This is the second time he made that remark to me.

Q. Did he give any reason why he would deny it?—A. He did. He said Major Baldwin had given him whisky, and he considered he was honor bound not to give him away. I told him if he swore to that he would be swearing to a lie and he knew it, and I could bring people up in town that would swear that he had told them he had seen Major Baldwin drunk often, and he said, "I'll be back and see you this morning."

Q. Did he come back?—A. I don't know; I left my store before the usual time that he reaches town and came direct to this office.

By Mr. FECHHEIMER:

Q. What time in the evening was this?—A. Well, it was just before I went to dinner; I call it lunch; just before I went to dinner.

Q. What time in the day?—A. It was after 12 o'clock; as near as I can remember, between 12 and 1.

Q. What time do you go to lunch?—A. According to how busy I am; from 12 o'clock until 1 or half past 1.

Q. Was it nearer 1 o'clock than 12 o'clock?—A. I didn't notice the time and couldn't say whether it was nearer one hour than the other; Mr. Nestell usually comes to my store between 12 and 1 o'clock and eats lunch in my office.

DUDLEY P. BROWN.

Subscribed and sworn to before me this 24th day of December, 1896.

P. MCCORMICK, *Inspector*.

Examination adjourned until 9 a. m., December 26, 1896.

Examination resumed pursuant to adjournment to this hour, 9 a. m., December 26, 1896.

Testimony of C. R. HUME, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name, where do you reside, and what is your occupation?—A. C. R. Hume; reside in Anadarko temporarily; my occupation is practicing physician.

Q. Well, have you any official position here?—A. Agency physician.

Q. How long have you resided on this reservation and been agency physician?—A. Six years.

Q. How long have you known Major Baldwin, the present agent here?—A. Two years; about two years, I think.

Q. What have been your relations with him, intimate or otherwise?—A. They have been friendly; I don't know as I can say particularly intimate.

Q. About how frequently have you met Major Baldwin since he has been agent here?—A. I meet him nearly every day when he is at the office and I am here.

Q. Have you had many business transactions with him, business interviews?—A. I have had frequent transactions with him.

Q. How have you found him, reliable or unreliable, in business matters?—A. I have always found him perfectly reliable, as far as I am concerned.

Q. Well, have you found him unreliable in any other matters that you are not concerned in, of your own knowledge?—A. No, sir.

Q. Is he pleasant or unpleasant to do business with?—A. He has always been very pleasant with me to do business.

Q. Have you ever seen him drunk on this reservation?—A. No, sir.

Q. Have you ever seen him on this reservation at any time when you thought he was incapacitated from attending to his business in any manner from the use of intoxicants?—A. I have not.

Q. Do you practice to any considerable extent among the various tribes on the reservation?—A. I am and have been the physician for all the tribes on the reservation up to about six or eight months ago; have an assistant now. There is another physician now for the Comanches and the schools.

Q. Do you know what the prevailing feeling is among the Indians as to Major Baldwin's administration?—A. No, I don't know very much about it; I never heard any complaint from the Indians to any extent.

Q. Do you know of any improvement in the management and control of the Indians and plans that have been put in operation by Major Baldwin since he came here that were not in existence at the time he took charge of this agency?—A. Why, the agency—the reservation was districted, divided into farming districts, a short time before he came here, but it hadn't been run under that plan very long. Since he came here he has established issue stations in the various districts. The Indians have worked better for the past two years, I think, than they have any time before that; that is, the Indians on this side of the river.

Q. Would the establishment of those subagencies in the various farming districts be of any benefit to the Indians; if so, in what particular?—A. It has enabled the farmers to look after the Indians in a more systematic manner, has prevented the Indians from making long journeys to the agency after their rations, consequently they have had more time to attend to their work.

Q. Has there been any increase among the Indians in building houses and abandoning their tepees?—A. They have built a good many houses within the last two years. They built a good many, quite a number of houses, during the four years before that. The abandoning of the tepees and residing in houses is very slow. Quite a good many of them, though, are gradually coming to the plan of occupying a house all the time.

Q. Hasn't there been a much greater number that have taken an interest in building houses in which to live within the last two years than there was in the preceding four years?—A. I think probably there has been more houses built in the last two years than there was during the preceding four years. I don't know what the statistics show.

By the INSPECTOR:

Q. Is Major Baldwin, Doctor, a drinking man?—A. He drinks occasionally; yes. Q. He is not, then, a constant drinker?—A. I don't know that he drinks all the time; but he would rather be classed, I think, as a constant drinker.

Q. Did you ever see him under the influence of it at all—affected by it?—A. I never saw him when I thought he was affected by it particularly. I think any man that drinks is under the influence of it more or less. I have never seen him when he was incapacitated in any way, that I thought, from doing business from the effect.

Q. You stated that this reservation was districted into farming districts prior to Major Baldwin taking charge. Who did that?—A. It was the plan of Captain Brown to district it. Lieutenant Nichols did divide it up into districts, and assigned a farmer to the Wichita district and to the Rainy Mountain district. After Major Baldwin came he perfected the plan by establishing issue stations in each district and still further improving the plan, I don't know just to what extent. He might have changed the districts a little.

E. R. HUME.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of S. V. FAIT, witness for the defense.

Direct examination by Mr. FECHHEIMER:

Q. State your name, residence, and occupation.—A. S. V. Fait, residence, Anadarko, Kiowa Reservation; occupation, minister of the gospel.

Q. How long have you resided on this reservation?—A. Eight years.

Q. How long have you known Major Baldwin?—A. I met Major Baldwin a few days after he came here, about two years.

Q. Have you had frequent meetings with Major Baldwin?—A. I couldn't say they are frequent; perhaps I have seen him on an average of once a month; perhaps not that often; sometimes oftener.

Q. Where do you meet him when you speak of occasionally meeting him?—A. When I was mentioning this I thought you had reference to when I met him in his office. I meet him on the streets, and the post-office, and in his own home, and at my home. I see him frequently. I don't think it would average twice a week.

Q. Have you had any official business transactions with Major Baldwin?—A. Yes, sir; I suppose you would call it business. I have a few Indians in my school. I draw rations for them, and I have certain papers that I make out for the office, and I consult him in regard to about everything I am doing or am planning to do, as far as I have opportunity to do so.

Q. In these business transactions you have had with him have you found him reliable or unreliable?—A. Always reliable as far as I have known him or been able to judge.

Q. In transacting business with you, is he agreeable or disagreeable, pleasant or unpleasant?—A. He has always treated me with the utmost of courtesy, everywhere and on every occasion.

Q. Do you know of your own knowledge of his treating anybody else that he has had official business with discourteously, or in your presence?—A. No; I never saw him treat anyone discourteously.

Q. Have you ever found him at any of your frequent meetings with Major Baldwin drunk or intoxicated or incapacitated from doing business?—A. I never seen him any time when I had any reason to suppose that he was under the influence of liquor.

Q. Since Major Baldwin's arrival at this agency and since he has taken charge of the agency have you noticed any improvement in the condition of the Indians, and has it introduced any reforms that you know of? And if so, please state what they are.—A. That is a question I really don't know how to answer; I am not over the reservation, and I know little about what the Indians are doing out on the reservation, and outside of my own work I have not consulted with the agent, and I don't know his plans that he has been making for the Indians, except that I know that he has tried to get them to stay out at their working places instead of coming here to the agency so frequently, and I know, further, that he urges them to be industrious and try to farm their places. I have heard him urge this on them myself.

By the INSPECTOR:

Q. Mr. Fait, how many Indian children have you in your school?—A. Fourteen Indian children.

Q. What is the nature of these frequent business interviews that you have with Major Baldwin?—A. Just with the school; I have no other business with him at all.

Q. Then the nature of these business interviews is simply to see about drawing rations and annuities for these 14 children?—A. Yes, sir.

By Mr. SHEPHERD:

Q. Was Major Baldwin present at the closing exercises of your school last summer, at the close of your school here?—A. No, sir. We had no closing exercises; but he was present at a little gathering we had early in May.

Q. At that occasion was he noticeably under the influence of liquor or not?—A. No, sir; he made an address on that occasion, and I am sure I shouldn't have thought from his address that he was under the influence of liquor.

S. V. FAIT.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, Inspector.

Testimony of G. L. PIGG, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name, residence, and occupation?—A. G. L. Pigg; Anadarko, Okla.; superintendent of Riverside School.

Q. Is that a Government school?—A. Yes, sir.

Q. How long have you resided on this reservation?—A. Five years and over.

Q. Have you been in charge of that school during all of that time?—A. Yes, sir.

Q. How long have you known Major Baldwin, the agent?—A. I have known him ever since he took charge here, about two years ago.

Q. How frequent have been your meetings with him since you have known him?—A. I suppose I see him on an average of two or three times a week.

Q. How frequent have you had business transactions with him and business interviews?—A. All the business that I have done has been with Major Baldwin.

Q. Well, about how often do you do business with him?—A. That would be a pretty hard question to answer. I will answer that by saying that I scarcely ever see Major Baldwin without I have business with him.

Q. Have you ever met Major Baldwin on this reservation when he was intoxicated or drunk?—A. No, sir.

Q. Have you ever seen him when you had reason to believe that he was under the influence of liquor?—A. I believe I have; once.

Q. Why?—A. Well, I was in close contact with him and smelled it on his breath.

Q. Was that the only reason; anything in his conduct?—A. No, sir; nothing in his conduct. I went on and transacted my business with him. That was at his own office.

Q. How have you found Major Baldwin, reliable or unreliable in business transactions?—A. Well, Major Baldwin is reliable. There is a good many things that have happened in the running of the school that have not materialized, as Major Baldwin has advised me that probably would; but I think, so far as he individually is concerned, he is thoroughly reliable; you know the Major has to do things according to the authority that he may receive from the office, and very many times he may think that he is going to get authority when he does not do it.

Q. Is he pleasant or unpleasant to do business with?—A. Very pleasant.

Q. Have you ever acted in the capacity of inspector of cattle that have been received here on this reservation by the Government?—A. I have.

Q. What experience have you had as a cattleman?—A. I have handled cattle more or less all my life.

Q. On what occasions have you inspected cattle here for the Government?—A. I inspected some cows purchased for the schools; I believe it was in June, last year, 1895, as well as my memory will serve me.

Q. How many did you inspect at that time?—A. Thirty-two head of cows and 28 head of calves; calves belonging to the cows. These cows were purchased for the schools, to be used as milch cows; and we were to have cows that were giving milk, either with calves or expected to be fresh soon.

Q. Are you acquainted with Superintendent Cox?—A. Yes, sir.

Q. Where is his school situated?—A. Fort Sill, on this reservation.

Q. Was he in charge of that school at that time?—A. Yes, sir.

Q. Were any of these milch cows that you inspected at that time assigned to that school, to Superintendent Cox, of which he had charge?—A. Yes, sir.

Q. How many?—A. Eight.

Q. What kind of cows were they?—A. They were native—Indian Territory cows.

Q. Were they good cows, or not?—A. They were good native cows. Of course a man that is used to being among—being in the States and using cows that are raised in the States, might not think that these were very good milch cows, but under the contract at that time we were to have good native cows—that is, Indian cattle. These cows were divided among the four schools, and the way that the division took place was there was 32 tickets put into a hat. The Riverside School was written on 8 of those tickets; the Washita School was written on 8 of those tickets; the name of each school was written on 8 tickets; and then a disinterested party would draw out a ticket, and the first cow then was branded for the school that was written on that ticket. So each school got 8 head of cows.

Q. Did the cows there accepted come up to such as were advertised for and contracted for?—A. Yes, sir.

Q. Well, did you ever inspect cattle on any other occasion?—A. Yes, sir; I inspected some cattle for the Indians about two or three months ago.

Q. What was filling the contract at that time?—A. Well, I inspected those cattle—inspected some that was furnished by John Craggs, and different lots furnished

by the Indians; I don't remember the names of the Indians now that furnished them all; To wac o nie Jim put in some.

Q. How many?—A. I think he put in 50 head.

Q. Was there a Comanche by the name of Wanna put in any?—A. There was a Comanche Indian put in some, but I don't know what his name was; I don't remember; these Indian names are hard to remember.

Q. Do you know where that Comanche Indian and To wac o nie Jim got the cattle that they put in?—A. No, sir; I do not.

Q. What kind of cattle were they?—A. They were good native cattle.

Q. Did they fully come up to the contract?—A. Yes, sir.

Q. Do you know anything about the Kiowa school building?—A. Yes, sir.

Q. How long have you known that building?—A. I have known it for over five years.

Q. Do you know anything about its condition as to safety for a school building?—A. It has always been in bad condition.

Q. Have you been acquainted with all the teachers and employees that were engaged about that building? If so, for how long?—A. For the last five years.

Q. What has been the reputation of that building among the teachers and employees engaged there in that building as to safety during the last five years or any other time?—A. Why, there has always been more or less complaint about the building. I don't think the building has been unsafe in any way, except it might be by fire.

Q. Isn't it true that the occupants of that building for a number of years past have been frightened every time there was an unusual gale of wind or storm going on?—A. I think that is true.

Q. Haven't you frequently heard them say that the building shook unusually whenever there was a heavy gale of wind blowing?—A. Yes.

Q. Do you know whether that building has ever been condemned by a public officer, Government officer?—A. I do not.

Q. Has there been any perceptible improvement in the condition of the Indians since Major Baldwin has been in charge of this agency that you know of?—A. I don't know anything about the condition of the Indians on the south side of the river. The condition of the Indians on the north side of the river is better in some respects and not so good in others.

Q. Well, explain what you mean by that.—A. Well, the Indians have been under better discipline since Major Baldwin came here than they ever were before since I have been acquainted with them; their condition as to what they subsist on is not so good, because of the failure of crops and drought. They have built more houses for the last two years than they have before, on account of the agent ceasing to issue tepee cloth.

Q. Well, has there been any improvement at the Riverside School as to attendance, etc.?—A. The attendance is better.

Q. How has that attendance been increased; by willingness on the part of the Indians to send their children or by force?—A. Well, both.

Q. The Wichita Indians are the ones that attend that school?—A. Yes, sir; Wichitas and affiliating bands.

Q. What is the feeling among the Indians—the Wichita Indians and affiliating tribes—toward Major Baldwin?—A. I think they all have good feelings toward the Major.

By the INSPECTOR:

Q. During your five years' stay on the reservation has there been a gradual improvement in the condition of the Indians?—A. I think there has, on that side.

Q. What was the contract price paid for those cows you spoke of?—A. Well, sir, I don't remember.

Q. Was it as high as \$30 or \$35?—A. No, sir; I think not.

Q. Was it as high as \$25?—A. I think it was; somewhere about \$25.

Q. Was that a reasonable price for them?—A. I considered it at the time that we was getting a very good bargain.

Q. Have those cows proven to be good milkers?—A. The cows we got have proven to be very good milkers.

Q. Did you inspect the cattle that Craggs delivered under his contract?—A. Yes, sir.

Q. What kind of cattle were they?—A. They was the same; native cattle.

Q. How did they compare with To wac o nie Jim's and Wanna's, the Indians?—A. About the same.

Q. Did you ever examine the Kiowa school?—A. No, sir. All I know about it is just what I happened to see when I was there.

Q. Well, from what you happened to see, could it have been repaired with a reasonable expenditure of money?—A. I think it could. Of course you can repair anything.

Q. You stated, in answer to a question of Mr. Fisher as to Major Baldwin's reliability, that there are a good many things that have happened in the run of the school that have not materialized that Major Baldwin had advised you probably would. Do you mean that he had made promises to you by that, and had not had them fulfilled?—A. No, sir. I mean like this: That we asked for certain improvements there to enable us to increase the capacity of that school, and they were so reasonable and so absolutely necessary that Major Baldwin held out the idea to me that the office would certainly comply with the request; but they have not done so.

By Mr. SHEPHERD:

Q. Do you know To wac o nie Jim?—A. Yes, sir.

Q. Does he live in your district?—A. Yes, sir.

Q. What is his financial condition?—A. Jim is like all other Indians; he is pretty poor.

G. L. PIGG.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of J. W. THOMAS, witness for the defense.

Direct examination by Mr. FECHHEIMER:

Q. State your name, residence, and occupation.—A. J. W. Thomas; Anadarko; carpenter.

Q. How long have you resided on this reservation?—A. I have been here nearly eight years.

Q. How long have you known Major Baldwin?—A. I have known him ever since he has been on the reservation.

Q. Do you know anything about any Indian houses that have been built here in the last two years?—A. I know all about them.

Q. Do you know anything about the ones that have been put up here? Describe them.—A. Most of the houses are two-room houses, box houses, or frame. They are 14-foot rooms; two 14-foot rooms and three 14-foot rooms are the houses that have been put up; ceiled throughout, with from four to six openings, brick flues, plastered, completed in good workmanlike manner; my houses have all been inspected, and most of the houses put up by other contractors have also been inspected, to my knowledge.

Q. Have you built any of these houses?—A. I have.

Q. How many have you built?—A. I built eight on the last contract, this year.

Q. Did you have a contract with Major Baldwin to build these houses?—A. I did.

Q. What was the contract price?—A. I was to have \$50 for each house, four openings, or I was to have \$4 extra for two more openings if I put them in; \$2 an opening for all extra openings.

Q. Who furnished the material for these houses?—A. The lumber was furnished by the Government; I suppose it was, and I furnished the brick and lime for the flues.

Q. Was this brick and lime that you furnished for the flues included in the contract price of \$50?—A. Yes, sir.

Q. Do you consider \$50 an exorbitant price for building these houses?—A. A person will just make wages at it.

Q. Now, in the transactions you have had with Major Baldwin do you consider him reliable or unreliable?—A. I consider him a reliable man.

Q. In your business transactions with Major Baldwin have you found him pleasant and agreeable to do business with or disagreeable?—A. I have found him a very agreeable man.

Q. How often have you seen Major Baldwin, or how frequent have you seen him, on this reservation?—A. I have seen him often; I don't know how many times. I have seen him about as often as any irregular employee on the reservation.

Q. Then you have seen him frequently?—A. Yes, sir.

Q. At the times that you have seen him have you ever seen him drunk or intoxicated or incapacitated from doing business in any way?—A. I have not.

Q. You stated that you have been on this reservation for nearly eight years. Now, have you noticed any improvement in the condition of the Indians since Major Baldwin has taken charge of this agency; and if so, in what respect?—A. I

have. Before Major Baldwin taken charge there were very few of the Indians that lived in houses; none of them had any stoves; anything to put in their houses. Major Baldwin fitted them out with house furniture, stoves, such as they had to have, and also had flues built, so that they could live in their houses; and in the Rainy Mountain district over two-thirds of the Indians are living in their houses, when I was there, since Major Baldwin has taken charge.

Q. Do you understand the Indian language?—A. I understand some of their sign talk and their language—of the Kiowas.

Q. Have you heard any of these Kiowa Indians express themselves whether they were satisfied with Major Baldwin as their agent? If so, what did they say?—A. I have heard a great many of them speak of Major Baldwin. They have said that they liked him as well as any agent they ever had; that he had taken an interest in the Indians. They have said that the agents here before, a great many of them, have been an Indian trader's agent, and I have also heard them say that they would like for Major Baldwin to still be their agent; that they liked him very well.

By the INSPECTOR:

Q. I understood you to say you had been here eight years?—A. Nearly eight years.

Q. Am I to understand that in the six years that you stayed here before Major Baldwin came that these Indians were at a standstill, didn't do anything?—A. Yes, sir; very little.

Q. There was no gradual process of improvement, then, among the Indians until the last two years?—A. Very little.

Q. Is Major Baldwin a drinking man?—A. I never seen him take a drink or know of him being under the influence of liquor.

JOHN W. THOMAS.

Subscribed and sworn to before me this 26th day of December, 1896.

P. MCCORMICK, *Inspector.*

Testimony of EMMET COX, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name, residence, and occupation?—A. Emmet Cox; I live at Fort Sill; farmer and stock raiser.

Q. Have you any rights on this reservation?—A. I am married to an Indian.

Q. How long have you lived on the reservation?—A. Since 1883.

Q. Are you acquainted with Major Baldwin, the present agent?—A. Yes, sir.

Q. How long have you known him?—A. I think about two years. Since he came here.

Q. Have your meetings with him been frequent or not?—A. Not very frequent.

Q. Have you had any business transactions with him?—A. Yes, sir; a few.

Q. Well, about how many times have you had meetings with him and business transactions?—A. I couldn't tell you; not very many. Not more than a half a dozen, I suppose.

Q. Have you ever seen him intoxicated or drunk upon this reservation?—A. No, sir.

Q. Have you ever met him at any time when you thought that he was intoxicated or drunk?—A. No, sir.

Q. In the business transactions that you have had with him have you found him reliable or unreliable?—A. Reliable.

Q. Have you found him pleasant or unpleasant to do business with?—A. Very pleasant.

Q. Do you remember of his issuing a general order prohibiting white men from purchasing cattle from the Indians on the reservation?—A. Yes, sir.

Q. What was the nature and scope of that general order?—A. Prohibited any person, I think, from buying cattle from Indians without permission of the agent, and said something about the class that might be bought, I think, with the permission of the agent.

Q. What class of cattle did it mention that might be bought with the permission of the agent?—A. I think it was barren cows and 3-year-old steers and up.

Q. Did you get permission to buy that class of cattle?—A. Yes, sir.

Q. Did you get permission to buy any other class of cattle but barren cows and 3-year-old steers and up?—A. No, sir.

Q. Did you apply for permission to buy young cattle?—A. I don't think I did.

Q. Under what restrictions, if any, were you permitted to buy the 3-year-olds and up and barren cows?—A. They had to be bought from Indians who had—

could afford to spare them—had considerable bunches, and then they were to be inspected by either the agent or subagent at Fort Sill before they were driven off.

Q. What was the purpose of that inspection?—A. To see if they didn't buy cattle that we were forbidden to buy.

Q. Wasn't it also for the purpose of ascertaining the fact as to whether you were paying the Indians fair prices for the cattle?—A. Yes, sir.

Q. Who inspected the cattle that you purchased from the Indians since that general order was issued?—A. Mr. Daniels was subagent there and inspected a part of them; and after he went away, Mr. Burton.

Q. Mr. Burton is the present subagent, is he?—A. Yes, sir.

Q. Have you ever bought any such cattle from the Indians since that general order was issued that have not been inspected by either Mr. Daniels or Mr. Burton?—A. No, sir.

Q. Do you know of any other white men that have been accorded the right to purchase that class of cattle?—A. I think Mr. Quinette and Mr. Medara were.

Q. Was Mr. Paschall?—A. Mr. Paschall, I believe, too; yes, sir.

Q. Have you known of any white man on the reservation that has been denied that privilege by Major Baldwin on his compliance with the regulations you have spoken of as to purchase of cattle from Indians?—A. I think not.

Q. Do you know why that general order that you have testified about was issued?—A. It was to prevent the Indians, I suppose, from selling their cattle before they were matured, before they were old enough and big enough to bring a good price.

Q. Wasn't it also to prevent white men from buying cattle from Indians for a less than fair price?—A. That may have been; I don't know; that may have been the object.

Q. What was the condition of the traffic by white men with Indians as to cattle prior to the issuance of that general order by Major Baldwin?—A. Well, there was several parties buying cattle from the Indians, and they were not restricted as to the kind they bought.

Q. Isn't it true that a great many were buying cattle for much less than a fair price—than what they would have had to pay white men for the same class of cattle?—A. I think that is true; yes, sir.

Q. Had any effort been made by any former agent that you know anything about to prevent them from selling their young cattle, and in any way to control this traffic of white men with Indians as to cattle?—A. I don't remember to have ever seen any order from the agent against this. I was never interfered with; I had been buying for five or six years.

Q. Has Major Baldwin in any other way protected the Indians in their rights on this reservation and as to the revenues that they could derive from this reservation?—A. He has made quite a change in the leases; there was several pastures that were being occupied here that didn't pay any lease up to the time Major Baldwin came here, and he required them to pay a lease.

Q. Do you know of any instances of that kind; can you name the parties that occupied the pastures?—A. Yes, sir; Woodards, Dietrich, and Conover, and Jimmy Jones, and, I think, Parcody, and Mr. Clark, and myself.

Q. Do you know what difference that has made in the revenues to the Indians of Major Baldwin breaking up that old practice?—A. I don't know except in regard to my own pasture, mine and Mr. Clark's.

Q. Well, what was that?—A. That was about \$1,500 a year—\$1,500 last year, and a little more this year.

Q. Do you know of any other reforms that he has instituted since he came here for the benefit of the Indians generally?—A. He has had a good many houses built for them.

Q. Any others?—A. That is all I know anything about, I believe.

Q. How extensive is your acquaintance among the Indians on the reservation, various tribes?—A. I know about all the Comanches, and quite a number of Kiowas, and some Apaches.

Q. Do you speak the language of these tribes that you have mentioned?—A. I speak the Comanche language.

Q. How do you communicate with the Apaches and Kiowas?—A. They all talk Comanche as a general thing, most of them.

Q. What is the general feeling among the Indians as to Major Baldwin, good or bad?—A. I couldn't say. I heard quite a number express themselves as being well pleased with Major Baldwin, and I have heard some say they didn't like him.

Q. Did those that said they didn't like him state why?—A. No; I don't remember that I ever heard them give any reasons at all.

By the INSPECTOR:

Q. Like most Indians, are the Comanches divided into two factions?—A. Yes, sir; I think they are.

Q. One of these factions is headed by Quanah Parker, is it not?—A. Yes, sir.

Q. Who is the other headed by?—A. I don't know; I suppose Big Looking Glass.

Q. How are you connected with Quanah Parker?—A. He is my father-in-law.

Q. What are your business relations with Paschall?—A. I have had considerable.

Q. Are you connected in any business with him?—A. I have loaned Paschall some money. Whenever there is any extra occasion, he hires me.

Q. You stated that Mr. Daniel and Mr. Burton inspected the cattle that you purchased?—A. Yes, sir.

Q. Are they judges of cattle?—A. I can't say that they are.

Q. Then, being the shrewd cattle trader that I take you to be, you must have had a picnic under their inspection.—A. I have not done a very extensive business since they have been there; I have bought very few cattle, since Major Baldwin has been here, from the Indians.

Q. From your observation and experience with these two cattle inspectors just mentioned, could you not have run in steers under 3 years old, over 3 years old, and breeding cows, as well as 3-year-olds, and barren cows?—A. Well, I never undertook it.

Q. I didn't ask you whether you undertook it. Couldn't you have done it?—A. I don't know; I don't believe I could Mr. Burton, but I think I could Mr. Daniel.

Q. Who buys the most cattle since this order was issued?—A. There has been very few bought since then.

Q. Who bought the most?—A. I don't know; either George Medara or myself. I don't know the number he has bought; I think either he or I have bought the most since that order was issued.

Q. Haven't you privileges granted you, such as hauling freight, etc., wood contracts, etc., over and above most of the white men on this reservation?—A. I can't say that I have; I have had that privilege granted me to haul freight and haul wood, but I don't know whether it was any more than others have had.

Q. Do you not haul as much as half of the freight?—A. No, sir; I don't think I do.

Q. You told Mr. Fisher just now that some of the Indians liked Baldwin and some did not, and in reply to a question of mine stated that there were two factions. Which faction dislikes Baldwin?—A. Looking Glass's faction.

By Mr. SHEPHERD:

Q. Did you see any of the cattle delivered under the Light cattle to the Indians?—A. Yes, sir; I saw them after they were delivered; quite a number of them.

Q. What kind of cattle were they?—A. They were 1 and 2 year old heifers; some 3-year-old heifers.

Q. As to breeding, what kind?—A. Some of them I saw had some visible breeding in them, and others had none.

Q. In your experience in dealing with cattle, what do you understand by the term "native American cattle"?—A. I suppose cattle calved anywhere in America.

Q. Would you call Texas cattle native American cattle?—A. Why, I suppose so; yes, sir.

Q. What would you understand by the term "native" cattle?—A. There is native Territory cattle, native Missouri cattle, and native Texas cattle, as I understand it; it would mean cattle calved at a certain place.

Q. In your judgment, was any of these cattle that you saw Texas cattle or Arkansas?—A. Well, I should judge them to be north Texas or Territory cattle; of course, I don't know that. From the quality of the cattle, class of cattle, I should call them north Texas or Territory cattle.

Q. Are you posted as to the price of cattle in December, 1895?—A. Yes, sir.

Q. What was the cattle that you saw worth at that time?—A. Well, at that time cattle were high, and I suppose that that class of cattle could have been bought at that time for about \$10 and \$15—\$10 for yearlings and \$15 for twos.

By Mr. FISHER:

Q. You don't know, do you, that you saw any of the cattle that Mr. Light delivered to the Government here that were issued to Indians?—A. I know that there was part of the cattle that were put in by the Indians and part by Mr. Light; that is, I was told they were; I never saw them delivered.

Q. Have those cattle lived that were issued to your wife at that time, and are they thriving?—A. I never heard of any of them dying. I think they are doing well, as far as I have ever seen.

Q. Have they increased in growth as compared with the cattle that are here on

the range—native cattle?—A. I think they have grown faster and increased in size much faster than the native cattle.

Q. Now, isn't it true that the cattle that you have seen that were delivered, reported to be the Light cattle, cattle best adapted to this reservation for breeding purposes?—A. Yes, sir; that would be my idea about it. I think they are either north Texas and Territory cattle, and they are the best for this country.

Q. Have any of them died from fever, that you know of, among the Comanches?—A. No, sir; I never heard of it.

Q. You say there are two factions among the Comanches—one led by Quanah Parker, and the other led by Looking Glass. Which is the larger faction of the two?—A. I think the Quanah faction is much the larger.

By the INSPECTOR:

Q. You stated that the Indians, as well as Light, delivered cattle. Who delivered first, Light or the Indians?—A. I think Mr. Light delivered first, but it was all done about the same time.

Q. Being a cattle buyer and trader, what would you have paid on the market out here for such cattle as you saw delivered, when you saw them?—A. I was buying the same class of cattle and paying \$8 and \$10 for them.

Q. If you had been buying cattle for your wife at that time, what would you have paid for that class of cattle, or for yourself to put on your own farm?—A. Well, as I said, I was buying the same cattle for \$8 and \$10; that is, in the summer, spring.

Q. What was the difference in price per head at the time these cattle were delivered and on the 28th of December, 1895, at the time of making the contract?—A. I should say there was, I think, from \$3 to \$5 a head difference in the price.

Q. What is the fluctuating price, as a rule, between cattle at this season of the year and in the spring and summer, per head?—A. Usually cattle are higher right early in the spring than they are in the winter, because the fall that these cattle were advertised for cattle were very high all over this country; there was a big demand for feeding cattle all over this country; they brought the best price they had brought for years.

Q. Were these feeding cattle?—A. No, sir; but the price for feeders, of course, stimulated these. The reason I am so positive about this is because I figured on bidding on this contract myself, but I did not bid.

EMMET COX.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector.*

Recess until 1 p. m.

Hearing resumed at 1 p. m.

Testimony of J. H. DUNLOP, witness for the defense.

Direct examination by Mr. FECHHEIMER:

Q. State your name, residence, and occupation.—A. James H. Dunlop; residence, Anadarko; am a carpenter.

Q. How long have you been on the reservation, Mr. Dunlop?—A. Three years last August.

Q. How long have you known Major Baldwin?—A. Nearly two years.

Q. Have you seen any of these houses that have been built for the Indians?—A. Yes, sir.

Q. State what kind of houses they are.—A. It is a house 14 by 28, 8-foot walls, 8 foot inside, about 8 foot and 6 inches outside, ceiled walls all around, overhead, and a board partition; two windows and three doors in each house.

Q. Do you know what the contract price for building these houses is?—A. Not to my own knowledge; only from hearsay.

Q. Would you consider \$50, and furnish the brick and mortar for flues, an exorbitant price?—A. No, sir.

Q. Do you think it is a reasonable price, or that a man that takes the contract at \$50 will make a large amount of money on it?—A. I think it is a reasonable price, and I don't think they could make a great amount of money on it.

Q. Do you think at \$50 a man would make more than wages on it?—A. No, sir; I don't think a man would make more than \$2.50 a day, anyway.

Q. Since Major Baldwin has been agent here have you seen him frequently?—A. Not so much as I would if I had been here at the agency all the time.

Q. Well, have you seen him frequently?—A. When I am out, I generally see him every two months.

Q. How often do you see him when you are here at the agency?—A. See him every day.

Q. Have you had any official business transactions with him?—A. As far as my work is concerned, and getting orders.

Q. In those business transactions that you have had with him have you found him reliable or unreliable?—A. Perfectly reliable, as far as I know.

Q. In transacting official business what is his manner toward you, pleasant or unpleasant, agreeable or disagreeable?—A. Always been pleasant to me.

Q. During all of the times that you have seen him on this reservation have you ever seen him drunk, intoxicated, or incapacitated from doing business?—A. No, sir.

Q. Did you ever see him under the influence of liquor?—A. No.

Q. Since Major Baldwin has been agent here have you noticed any improvement in the condition of the Indians?—A. Yes, sir; I think so.

Q. In what respect?—A. You might say since I have been here has been under Baldwin. Nichols was here a short while after I was appointed. They have built more houses, I think, and are living in them better.

By the INSPECTOR:

Q. Have you ever seen Major Baldwin under the influence of liquor?—A. Yes, I have seen him take a drink.

Q. Then you consider a man who takes a drink under the influence of liquor?—A. Yes; to a certain extent.

Q. Are these houses that you speak of durable?—A. Yes, sir; they are good houses.

Q. With the ordinary wear and tear, how long would such houses last?—A. A number of years.

Q. Do you know a Mr. Thomas that has testified here?—A. Yes, sir.

Q. Is he an expert carpenter?—A. I don't believe he ever served any apprenticeship.

Q. Is he what in carpenters' parlance is called a hatchet-and-saw man?—A. He does a good honest job; no.

Q. You stated that a man in building these houses would make only good wages.—A. He would make fair wages—\$2.50 a day probably. Some of them didn't make that.

Q. Is Thomas, the man just spoken of, a \$2.50 man?—A. No; if I was hiring him I wouldn't want to give him \$2.50.

By Mr. FECHHEIMER:

Q. Now, Mr. Dunlop, the only way you knew Major Baldwin was under the influence of liquor was the fact you seen him take a drink; is that a fact?—A. Yes, sir.

Q. Have you seen any of these houses put up by Mr. Thomas?—A. One, I think.

Q. Was the one you saw put up in a good, substantial manner?—A. Yes, sir.

Q. Was it what you considered a good job?—A. Yes, sir; he had a good man with him.

J. H. DUNLOP.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of H. W. McCAMPBELL, witness for the defense.

Direct examination by Mr. FECHHEIMER:

Q. State your name, residence, and occupation.—A. H. W. McCampbell; now my residence is Minco, Ind. T.; occupation is farmer now.

Q. Are you acquainted with Major Baldwin, the present Indian agent?—A. Yes, sir; I am.

Q. Was you acquainted with him in the fall of 1894?—A. Yes, sir; I was.

Q. Was you present at a dance or a dancing party giving at the Masonic Hall at Anadarko about Christmas time, 1894?—A. Yes, sir; I was.

Q. Did you see Major Baldwin there at that dance?—A. Yes, sir; I did.

Q. Was Major Baldwin drunk, intoxicated, or under the influence of liquor at that party?—A. I don't think so. If he had been I think I would have noticed it; but I don't think he was.

Q. Did you notice anything, his actions or demeanor at that dance, that would lead any person to believe that he was either drunk, intoxicated, or under the influence of liquor?—A. No, sir; I did not.

By the INSPECTOR:

Q. Did you notice whether he had been drinking; had he been drinking at all?—
A. I don't know.

Q. How often do you see Major Baldwin?—A. I seen him four or five times previous to that, and since then I have seen him several times; every time I come up here; I come up here every issue.

Q. How long have you been living on the reservation?—A. I never have been living on the reservation; my residence is at Minco, Ind. T.

Q. How often do you come to the agency?—A. I come every month and sometimes oftener. I come every month, anyhow.

Q. How long have you been coming?—A. I have been coming—this is the third month.

Q. Previous to three months ago, when you first commenced to come here every month, had you been here frequently?—A. No; for about eight or nine months I had been in Texas.

H. W. McCAMPBELL.

Subscribed and sworn to before me this 26th day of December, 1896.

—————, Inspector.

Testimony of H. W. McCAMPBELL, recalled by the inspector.

Examination by the INSPECTOR:

Q. You have testified in answer to Mr. Fechheimer's question as to whether you were present at a ball at Anadarko. Can you state whether you were present at the first or the second ball given?—A. I believe that I was at the first ball.

Q. Do you know whether there was two balls or not?—A. Yes, sir; I do.

Q. You were not present at but one, were you?—A. I was not.

Q. And that was the first?—A. Yes, sir.

By Mr. FECHHEIMER:

Q. At the dance you was present was Major Baldwin present at that one?—A. He was.

Q. That was the only dance you attended, is it?—A. At Anadarko, yes, then.

Q. What was your business before you entered farming, and how long had you been engaged in that business, and when did you commence farming?—A. Why, I have been a druggist for seven years; I engaged in farming since I came back here, just about three months ago.

Q. Upon what do you base your judgment that Major Baldwin was not drunk or intoxicated or under the influence of liquor at that ball?—A. I have been acquainted with the Major, and I believe that in case he was under the influence of liquor I could tell it or notice it.

Q. What incident, if any, took place at that dance that led you to believe he was not intoxicated, drunk, or under the influence of liquor?—A. I believe that in case he had been intoxicated he couldn't have stepped out and picked up a handkerchief and returned it to a lady with the politeness he did without showing it.

By the INSPECTOR:

Q. Is Major Baldwin in the habit of drinking, that you know of?—A. I never saw him take a drink in my life, nor I never took a drink with him; if he ever took a drink, I never knew it.

H. W. McCAMPBELL.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, Inspector.

Testimony of J. R. OSBORNE, witness for the defense.

Direct examination by Mr. FECHHEIMER:

Q. State your name, residence, and occupation.—A. J. R. Osborne; I live about 5 miles east of Anadarko, and occupation is farmer.

Q. How long have you resided on the reservation?—A. Pretty near twenty-four years.

Q. How long have you known Major Baldwin?—A. Ever since he has been here.

Q. Have you had any business transactions with Major Baldwin as agent?—A. Not very much.

Q. Have you had any?—A. I have sold him some cattle; yes.

Q. In those business transactions you have had with Major Baldwin have you found him reliable or unreliable?—A. Reliable.

Q. In those business transactions have you found him pleasant and agreeable to do business with?—A. Yes, sir.

Q. Mr. Osborne, were you present at a dance given at the Masonic Hall in Anadarko around Christmas time, 1894?—A. I believe I was. We had a masquerade ball about that time.

Q. Was Major Baldwin present at that dance?—A. I don't remember whether he was or not.

Q. Do you remember seeing Major Baldwin present at any dance in the fall of 1894?—A. Yes, sir; I seen him at one in February, 1895.

Q. Was you present at any dance in the fall of 1895 at the Masonic Hall at which you saw Major Baldwin present?—A. I don't remember of there being any in the fall.

Q. Around Christmas time, 1895?—A. No, sir.

Q. Is the dance you mention in February, 1895, the only dance held at the Masonic Hall at which you saw Major Baldwin present?—A. Yes, sir; that was a dance given in my honor.

Q. Was Major Baldwin drunk, intoxicated, or under the influence of liquor at that time?—A. I don't know whether he was or not; he didn't show it, if he was.

Q. How often have you seen Major Baldwin?—A. I see him pretty often.

Q. Do you see him frequently?—A. Yes, sir.

Q. About how often?—A. Sometimes I wouldn't see him for two weeks, and then sometimes every week, and then maybe every day for a week.

Q. At any of these meetings you have had with Major Baldwin have you ever seen him drunk or intoxicated?—A. No, sir; not that I know of.

Q. Since Major Baldwin has been agent on this reservation, have you noticed any improvement in the condition of the Indians and any reforms that he has inaugurated?—A. I believe I have.

Q. State what they are.—A. I think he has helped make these cow men pay in their grass money and build houses for the Indians. That is more than any agent has done; built more houses for them than any other agent.

By the INSPECTOR:

Q. Are you an Indian?—A. Yes, sir; a piece of one.

Q. You stated in answer to a question of Mr. Fechheimer's that Major Baldwin had made these cow men pay in their grass money. Who do you mean by the cow men? Name them.—A. I don't believe I could swear who he has made pay in; we have paid our money in.

Q. You can't name any, then?—A. No, sir.

Q. Do you know how much money that these leases aggregated prior to Major Baldwin's coming here?—A. No, sir; I don't believe I do.

Q. Do you know how much they have aggregated since he came here?—A. No, sir.

Q. As a matter of fact, you don't know whether any cow men, any of them, have been made to pay in their money, do you?—A. I know that we have been made to pay ours in all right.

Q. Who do you mean by our money?—A. H. P. Pruner and myself.

Q. Are you any relation to Williams?—A. I am his son-in-law.

Q. Has he paid in his money?—A. I don't think he paid in. When Baldwin come in I think they had more cattle than grass. They give him 20 acres to the head, and he had more cattle than grass. If he has paid any money since then I don't know it.

Q. Is 20 acres to the head allowed to every white man for his cattle who is married to an Indian woman?—A. I don't know whether it is or not.

Q. Is that much allowed to you?—A. Yes, sir.

Q. Do you know whether that much is allowed to Williams?—A. Not only from what I have heard.

J. R. OSBORNE.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of GEORGE W. ROSE, witness for the defense.

Direct examination by Mr. FECHHEIMER:

Q. State your name, residence, and occupation.—A. George W. Rose; I reside at Anadarko, 6 miles below; occupation is farmer.

Q. How long have you resided on this reservation, Mr. Rose?—A. Since 1882.

Q. How long have you known Major Baldwin?—A. I have known him since he has been agent here.

Q. How often have you met Major Baldwin since he has been agent here?—A. Why, about a half dozen times; about that. I have seen him a good deal, but I have spoken to him about that many.

Q. Have you had any business transactions with Major Baldwin?—A. Yes, sir; I have sold him oats, straw, etc., drawing my girl's grass money.

Q. In those business transactions you have had with Major Baldwin have you found him reliable or unreliable?—A. Reliable.

Q. What is his manner of doing business, agreeable or disagreeable?—A. Agreeable.

Q. At the different times that you have seen Major Baldwin or transacted business with him, was he drunk, intoxicated, or under the influence of liquor, or incapacitated from doing business?—A. No, sir.

Q. Have you ever seen him take a drink?—A. No, sir.

Q. Since Major Baldwin has taken charge of this agency have you noticed any improvement in the condition of the Indians, and if so, state what they are?—A. Better discipline. I haven't seen any improvement, because I don't go any place to see them. Here and at home is all I know. They get a move on them. I don't know how to answer that.

By the INSPECTOR:

Q. Are you a white man or an Indian?—A. I am a white man, I reckon.

Q. Are you married to an Indian woman?—A. No, sir; and never have been; married to a white woman.

Q. What have you been doing on the reservation since 1882?—A. I work for the Government all the time until the last three or four years.

Q. Whose farm do you rent?—A. The agent, Major Day, and the Comanches gave me a Comanche girl, and Major Day told me to take her allotment. I took her allotment, improved it, and am living there.

Q. I understood you to say that you sold some oats to Major Baldwin for the Government?—A. Yes, sir.

Q. Who received the money for those oats?—A. I did.

Q. Who signed the receipt for it?—A. I did; no, my wife. What made me say I did I signed some other papers afterwards.

Q. Who was the money paid to, you or your wife?—A. My wife gave it to me; she got it here.

GEORGE W. ROSE.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of SIT AF PATE (Kiowa), for the defense.

The witness being shown not to understand the English language, Calvin was duly sworn to interpret, and his interpretation of the above witness's testimony is as follows:

Direct examination by Mr. FECHHEIMER:

Q. Ask him his name and tribe.—A. He said his name is Sit af pate, half Comanche and half Kiowa.

Q. Did you give Major Baldwin \$50 with which to build you a house?—A. He said he didn't give him, but his son did.

Q. Did you tell C. A. Cleveland or W. H. Cleveland that you gave Major Baldwin \$50 for a house, and that was the reason you could not pay him what you owed him?—A. He didn't tell him this payment, but he told them before this payment, and he pay him all this time; this payment he had here.

Q. Did you tell either C. A. Cleveland or W. H. Cleveland that you gave Major Baldwin \$50 for building you a house?—A. He went over there and before he put the money over here, and he told Clevelands, Will and Charley, that his son was going to put money over here to build a house; then he pays him \$40, what money he had left out that payment, and that leaves him \$48 that he owed yet to Cleveland, and he pay him at this payment, paid it all.

Q. Did he tell Charley Cleveland or Will Cleveland that Major Baldwin had made him give him this \$50 to build a house, and that he was more afraid of the agent than he was of the traders, and that Major Baldwin had told him that the traders could wait?—A. No, sir; Major Baldwin didn't tell anything that the storemen have to wait, but he told Will Cleveland and Charley himself that he put \$50 over here to build a house for himself, not for him, so that payment he didn't pay it all.

By Mr. SHEPHERD:

Q. Ask him if Major Baldwin asked him for this money.—A. No, sir; said Major Baldwin didn't ask for that \$50; that his son put the money over here.

Q. Ask him how him or his son knew that he could get a house.—A. He thinks that Major Baldwin build that house.

Q. (Question repeated.)—A. He said if Major Baldwin help him build that house he get the house.

SIT AF PATE (his x mark).

Attest:

D. H. KELSEY.
F. A. FISHER.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector.*

I do solemnly swear that I have explained to the Indian above named and am satisfied that he understands the nature of the above testimony, and that my interpretation of the same is true and correct.

CALVIN KIOWA.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of BOW (Kiowa), for the defense.

The witness being shown not to understand the English language, Calvin Kiowa, being first duly sworn, interpreted as follows:

Direct examination by Mr. FISHER:

Q. What is your name, tribe, and where does he live?—A. Bow; Kiowa; lives over there by the side of Spring Creek, on this reservation.

Q. Did he ever give anybody \$50 to build a house for him?—A. No, sir; he didn't give nobody \$50 to build a house, and he never told nobody he wanted to build a house.

Q. Did he tell W. H. Cleveland last May payment of grass money that he had given Major Baldwin \$50 to build a house and that he couldn't pay Mr. Cleveland what he owed the firm of C. A. Cleveland & Co.?—A. No, sir; he didn't tell to Cleveland he put any money over here. He got the money and bought the lumber down to Chickasha. He didn't tell to Cleveland that he was going to buy the lumber.

Bow (his x mark).

Attest:

D. H. KELSEY.
F. A. FISHER.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector.*

I do solemnly swear that I have explained to the Indian above named, and am satisfied that he understands the nature of the above testimony, and that my interpretation of the same is true and correct.

CALVIN KIOWA.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of TSAIN TO (Kiowa), for the defense.

The witness being shown not to understand the English language, Calvin Kiowa, being first duly sworn, interpreted as follows:

Direct, by Mr. FISHER:

Q. What is your name, to what tribe do you belong, and where do you live?—A. Tsain to; tribe of Kiowa; he lives 2 miles north of Mount Sheridan, on this reservation.

Q. Do you know W. H. Cleveland and C. A. Cleveland, traders here?—A. Yes, sir.

Q. Did you owe them money last May grass payment?—A. Yes, sir.

Q. Did you give to Major Baldwin \$50 to build you a house last May?—A. No, sir: he never give him any to build a house.

Q. Did you pay C. A. Cleveland & Co. the money you owed them after the last

May grass payment?—A. Yes, sir; he says he pay them every one, paid them all; last payment in May.

Q. Did you tell W. H. Cleveland, Will Cleveland, or C. A. Cleveland, Charles Cleveland, last May, that you had given Major Baldwin \$50 to build a house?—A. No, sir; he didn't tell Cleveland anything, because he pay all the money he get to Cleveland.

TSAIN TO (his x mark).

Attest:

D. H. KELSEY.
F. A. FISHER.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector*.

I do solemnly swear that I have explained to the Indian above named and am satisfied that he understands the nature of the above testimony, and that my interpretation of the same is true and correct.

CALVIN KIOWA.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of E MAU TAH (Kiowa), witness for the defense.

The witness being shown not to understand the English language, Calvin Kiowa, being first duly sworn, interpreted as follows:

Direct examination by Mr. FISHER:

Q. What is your name, to what tribe do you belong, and do you live on this reservation?—A. E mau tah; Kiowa; lives 2 miles north of Mount Sheridan, on the Kiowa Reservation.

Q. With what Indian traders does he deal, or buy goods from?—A. He trades down to Cleveland's.

Q. Did he owe C. A. Cleveland & Co., where he trades, any money at the time of the last May grass payment?—A. Yes; he owed some money.

Q. Did he pay them any money at the time that he got his grass money last May?—A. No, sir; he didn't pay any.

Q. Why didn't he pay them some money at that time?—A. Because he bought some stuff down to Chickasha and paid all his money out.

Q. Did he give Major Baldwin \$50 at that time toward building a house?—A. No, sir.

Q. Did he tell Mr. W. H. Cleveland, Will Cleveland, or Charles Cleveland that he had given Major Baldwin \$50, and that that was the reason he didn't pay them?—A. No, sir; he didn't tell him he put any money over here, but he told him that he spent that money in Chickasha; that is all he told him.

E MAU TAH (his x mark).

Attest:

D. H. KELSEY.
F. A. FISHER.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector*.

I solemnly swear that I have explained to the Indian above named and am satisfied that he understands the nature of the above testimony, and that my interpretation of the same is true and correct.

CALVIN KIOWA.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of MO CHA CHA (Kiowa), witness for the defense.

The witness being shown that he is unable to speak the English language, Calvin Kiowa, being first duly sworn, interpreted as follows:

Direct examination by Mr. FISHER:

Q. What is your name, tribe, and do you live on the Kiowa Reservation?—A. Mo cha cha; half white and half Indian; raised by the Indians, and live on this reservation.

Q. With what Indian trader at Anadarko do you buy goods of?—A. At Mr. Brown's store.

Q. Did you owe Mr. Brown anything last May when you received your money from the grass payment?—A. Yes, sir; he did.

Q. Did you pay him anything at that time?—A. He pays him all \$40.

Q. Did you give to Major Baldwin any money to build a house at that time?—A. No, sir; only three of them in the family, and he gets \$42, and he give Mr. Brown \$40, and didn't have any money left.

Q. Did you tell Mr. Brown that you had given Major Baldwin your money and couldn't pay him?—A. No, sir; he didn't tell him that he put any money over here; he told him there was only three in the family and he only get \$42, and he give Mr. Brown \$40 and only have \$2; that is all the money he get.

Q. Did you ever tell Mr. Brown at any time before that May payment, or since that May payment, that you had given Major Baldwin money toward building a house?—A. No, sir; he didn't say anything about putting any money over here, because he got a house. Mr. Brown bought the lumber for him. He bought it some time about three years ago.

MO CHA CHA (his x mark).

Attest:

D. H. KELSEY.

F. A. FISHER.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector*.

I do solemnly swear that I have explained to the Indian above named and am satisfied that he understands the nature of the above testimony, and that my interpretation of the same is true and correct.

CALVIN KIOWA.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of PATTERSON (Kiowa), witness for the defense.

The witness being shown not to understand the English language, Calvin Kiowa, being first duly sworn, interpreted as follows:

Direct examination by Mr. FISHER:

Q. What is your name, tribe, and do you live on this reservation?—A. Patterson; Kiowa, and he lives on this reservation.

Q. Did you owe Mr. Brown any money at the time you received your grass money last May?—A. Yes; he owed some.

Q. Did you pay him any money at that time?—A. He paid part. Didn't pay it all.

Q. Did you give any money to Major Baldwin to build a house at that time?—A. He said, no, sir; he didn't give any money.

Q. Did he give Major Baldwin any money before that time or since that time?—A. No, sir; he didn't give any money.

Q. Did you tell Mr. Brown that you had given money to Major Baldwin to build a house, and that was the reason you couldn't pay him all that you owed him?—A. No, sir. He told Mr. Brown. Mr. Brown asked him what is the reason he didn't pay it all. He told him he heard his mother talk about want to build a house. Said he paid Mr. Brown \$30, and he gave \$15 to his mother to build that house. After he went home his mother changed her mind and didn't want to build a house, and she gave that \$15 back.

PATTERSON (his x mark).

Attest:

D. H. KELSEY.

F. A. FISHER.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector*.

I do solemnly swear that I have explained to the Indian above named and am satisfied that he understands the nature of the above testimony, and that my interpretation of the same is true and correct.

CALVIN KIOWA.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of TAN E TONE (Kiowa), for the defense.

The witness being shown not to understand the English language, Calvin Kiowa, being first duly sworn, interpreted as follows:

Direct examination by Mr. FISHER:

Q. What is your name, tribe, and do you live on this reservation?—A. Tan e tone; Kiowa, and he lives on this reservation.

Q. Do you know Mr. Craggs, the Indian trader here?—A. Yes, he know him.

Q. Did you owe Mr. Craggs anything for goods at last May payment of grass money?—A. Yes, sir; he owed some money.

Q. Did you pay him when you got the money last May?—A. Yes, sir; he pay some; not all of it.

Q. Did you put any of your money with Major Baldwin to build a house?—A. No, sir; he didn't put any money up here.

Q. Did you tell Mr. Craggs that you had put money with Major Baldwin, and that that was the reason you couldn't pay all you owed him?—A. He told him that he stepdaughter and his second wife had bought some goods and charged to him, and they told him they didn't want to give the money; they wanted to put over here and build a house; that is what he told Craggs.

Q. Did you tell Craggs that they had put the money over here?—A. Yes, sir; he told Craggs.

Q. Did he tell Mr. Craggs that Major Baldwin asked him to put the money there, asked them?—A. No, sir; he didn't tell him to put money over here, but the women wanted a house, and put the money over here.

TAN E TONE (his x mark).

Attest:

D. H. KELSEY.

F. A. FISHER.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector*.

I do solemnly swear that I have explained to the Indian above named and am satisfied that he understands the nature of the above testimony, and that my interpretation of the same is true and correct.

CALVIN KIOWA.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of McKINZIE (Kiowa), witness for the defense.

The witness being shown not to understand the English language, Calvin Kiowa, being first duly sworn, interpreted as follows:

Direct examination by Mr. FISHER:

Q. What is your name, tribe, and do you live on this reservation?—A. He said his name is McKinzie; Kiowa tribe; live on this reservation.

Q. Ask him if he knows Mr. Cleveland, the Indian trader, and if he owe anything for goods at the last May payment.—A. He says he never owe any money to Mr. Cleveland. Says he owe some to Mr. Brown, and pay him all.

Q. Ask him if he gave Major Baldwin \$50 to build him a house, or any money to build him a house.—A. He give Major Baldwin money about one year ago this winter. It ain't all his money. Got \$20 his, and somebody give him \$30 to help him to get the house.

Q. Did he get his house?—A. Hasn't got it yet.

McKINZIE (his x mark).

Attest:

D. H. KELSEY.

F. A. FISHER.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector*.

I do solemnly swear that I have explained to the Indian above named and am satisfied that he understands the nature of the above testimony, and that my interpretation of the same is true and correct.

CALVIN KIOWA.

Subscribed and sworn to before me this 26th day of December, 1896.

P. McCORMICK, *Inspector*.

Examination adjourned until 9 a. m., December 28, 1896.

Hearing resumed pursuant to adjournment to this hour, 9 a. m., December 28, 1896.

Testimony of RED ELK (Comanche), witness for the defense.

The witness being shown not to understand the English language, George Newton, being first duly sworn, interpreted as follows:

Direct examination by Mr. FECHHEIMER:

Q. What is your name, Indian name and other name, tribe, and residence?—A. Pad e ay ka, Red Elk white man's name; Comanche; his home is over there, west of Fort Sill, on Blue Beaver.

Q. Ask him if he knows Sam Strauss, trader at Fort Sill.—A. Yes, sir; he says he knows him.

Q. Ask him if he ever deposited any money with Strauss.—A. Yes, sir; he said he did.

Q. How much?—A. Seven hundred dollars.

Q. Ask him if he ever went and asked Strauss for that \$700 and Strauss refused to give it to him.—A. No, sir; Strauss never refused to give it to him; said Strauss told him it was in the bank and hadn't come yet.

Q. After Strauss told him that it was in the bank and hadn't come yet, did he go after it again; and what did Strauss tell him that time?—A. He says the next time he come to Strauss, Strauss told him, yes the money was come; the money was there.

Q. Now ask him if he didn't go there and ask him if that money was come, and he told him that it would be there the next issue day.—A. Yes, sir; that was the first time he went to him; told him it would be there the next issue, and the next time he went it was there. He only went twice.

Q. Ask him if he didn't tell Quanah Parker that he couldn't get his money from Strauss, and that he come up here and told Major Baldwin, and that he got an order from Major Baldwin, and when he presented that order that is when Strauss paid him the money.—A. He says he told Quanah that he would get that money; that it was in some bank. He told Quanah that he would get that money; then he wanted him and the agent to find some place that he could deposit that money so that it would be a good place to keep it.

Q. Ask him if Strauss didn't tell him that the bank was broke up there, and that was the reason he couldn't pay him the first time he was up there.—A. No, sir.

PAD E AY KA (his x mark).

Attest:

D. H. KELSEY.

C. M. FECHHEIMER.

Subscribed and sworn to before me this 28th day of December, 1896.

P. MCCORMICK, *Inspector*.

I do solemnly swear that I have explained to the Indian above named and am satisfied that he understands the nature of the above testimony, and that my interpretation of the same is true and correct.

GEO. NEWTON.

Subscribed and sworn to before me this 28th day of December, 1896.

P. MCCORMICK, *Inspector*.

Testimony of QUANAH PARKER (Comanche), for the defense.

The witness being shown not to understand the English language, George Newton, being first duly sworn, interpreted as follows:

Direct examination by Mr. FECHHEIMER:

Q. State your name, residence, and tribe.—A. Quanah Parker; Comanche; his residence on West Cache Creek, west of Fort Sill.

Q. What position does he hold among the Comanche Indians?—A. He says he don't do anything; he is supposed to be chief of the Comanches.

Q. Ask him if he is the chief of the Comanches.—A. Yes, sir.

Q. Ask him if he is acquainted with Pad e ay ka and Sam Strauss.—A. Yes, sir; he knows both of them.

Q. Ask him if Pad e ay ka didn't come to him and make complaint that he had some money with Sam Strauss and Sam Strauss wouldn't pay him.—A. Yes, sir; he did.

Q. Ask him what Pad e ay ka told him.—A. He said that Pad e ay ka told him

that he went to Strauss and asked Strauss for that money and Strauss wouldn't give it to him, and he then come to him.

Q. Ask him what he did.—A. He says that Pad e ay ka come to him and he wanted him to help him get it, and he come right on up here to the agency with him and told the agent about it; told that agent that Pad e ay ka had deposited \$700 with Strauss and that Strauss wouldn't give it to him. He says the agent wrote an order and give it to Pad e ay ka and told Pad e ay ka that he must give it to Strauss, and if Strauss didn't give him the money to let him know it. And he says that that is all that he knows about that, with the exception that Strauss gave him the money all right.

Q. That Strauss gave him the money after he presented the order from the agent?—A. Yes, sir; that's right. That's all he knows about that, he says.

Q. How long have you known Major Baldwin?—A. About two years, or maybe a little longer.

Q. How many Indian councils have you been present at since Major Baldwin has been here when Major Baldwin was present?—A. He says five is all that he can remember of that has been what is called big councils, general councils; he says of course there has been a few little councils held; he says he knows of five big councils that him and Major Baldwin was both present at.

Q. Was Major Baldwin under the influence of liquor or intoxicated at any of those councils?—A. No, sir; he said he never did see him look like he was under the influence of liquor, and never saw him take a drink at none of them councils.

Q. Have you ever heard the Indians talk among themselves about Major Baldwin drinking whisky?—A. No, sir.

Q. Were you present at the Lime Creek council?—A. Yes, sir.

Q. Was Major Baldwin drunk at that time or under the influence of liquor so that people would notice it?—A. No, sir; he said he didn't look like he was the least bit under the influence of liquor.

Q. Has there been more than one council held at Lime Creek since Major Baldwin has been here?—A. No, sir.

Q. Was you present where ghost dance was going on in September or about September, 1895, at which there was a company of troops sent from Fort Sill to assist Major Baldwin in breaking it up if he needed them?—A. No, sir; he says he wasn't there.

Q. Was you present at a council of Indians where they appropriated \$50,000 to buy she cattle with?—A. Yes, sir; he says he was there.

Q. What was done at that council in reference to the \$50,000?—A. He says it was heard of at first at Sill; but then the council was held right in there [pointing to adjoining room]; they just agreed to put in \$50,000 to buy these cattle.

Q. Did they do that willingly?—A. Yes, sir; they done it of their own free will. The Major asked them was they willing to do it, and if they wasn't willing, why that they wouldn't do it, but said it would be a good thing for them; and they all agreed with him, because they thought so, too.

Q. How many different tribes were represented in that council?—A. Three—Comanches, Kiowas, and Apaches.

Q. How many were present at that council?—A. He says he couldn't say for certain; says he thinks about 300.

Q. Were the chiefs of the tribes all present?—A. Yes, sir.

Q. Was there any opposition in that council to appropriating this \$50,000 to buy cattle?—A. No, sir; he says when the council was first spoke of the agent give them a day to study the matter over, and they all got together, all the different tribes, and talked about it, and all consented to do it.

Q. Was he present at a council where the Indians appropriated \$25,000 toward building a school at Mount Scott?—A. Yes, sir; he says he was there.

Q. When was that council held, and where?—A. Right here; he says he forgets what month it was in.

Q. How many tribes were represented there, and what tribes?—A. Three different tribes—Kiowa, Comanches, and Apaches.

Q. How many were present at the council and were all the chiefs present?—A. He says there was about fifty in all in that room there [pointing to the adjoining room], maybe more, and he says the head chiefs of every tribe was there.

Q. Was Major Baldwin there?—A. Yes, sir.

Q. What did Major Baldwin say to them?—A. He says that Major Baldwin told them, says, "You three different tribes, I will tell you what I think is a good thing for you, about building a school over at Mount Scott; that the Government offers to put in \$50,000, and if you all will agree to put in \$25,000, which will make \$75,000, and build you a big school here, it will save you from sending your children off East to school, providing you all want to, are willing to." He says that

Major Baldwin then he just explained the matter to them at first how it was and then he give them the privilege of studying about it themselves, to study the matter over, and if they agreed to do it and wanted to do it, why all right, the Government would be proud if they would, the Government would be glad to help them, and he said when they was talking the matter over some few of the Indians at first kind of objected to it, but he said before they held the—before they had thought the matter over very long they all finally agreed to do it, to put in the \$25,000. That is all he knows about that council, he says.

Q. How many times have you had business transactions with Major Baldwin since he has been here?—A. He says he couldn't tell how many times he has visited Mr. Baldwin on business. He says he has seen him lots of times, though; seen him at Sill; seen him out at his own place.

Q. How have you found him in doing business, reliable or unreliable?—A. He says that this agent has always been a man that has always come right up to his promises, and that he has visited his place several times looking after the interest of the Indians. He says him himself he knows all about all the rest of the agents that has been here and all the rest of the people around here, but he never says nothing only at times. He has always found the agent as a good business man, a man that always attends to his business. He said that him himself had never had any racket with any agents. He said the other agents hadn't visited his place, which was about 50 miles, but this agent had been there several times. He says the agent had been there to his place seeing about Indians working in their fields, and if they wasn't working or wasn't trying, why he would try to get them to work.

Q. What is the general feeling among the Indians as to Major Baldwin; do they like him or not?—A. He says they all seem to like him, because he always has done good for them; that is what they all say.

Q. What has Major Baldwin done for these Indians that former agents didn't do?—A. Well, he says, since Major Baldwin has been here they have all got houses; that is, lots of them have, and that Major Baldwin has had the commissary fixed down here at Sill, fixed up mighty nice; always before it has always looked like a hogpen, and since Major Baldwin has been here Indians have put in more farms.

Q. Have the Indians not more money for their grass since Major Baldwin came here than they did before?—A. Since Major Baldwin has been here why they got \$25.50 a head once, which was more than they ever got before, and the reason of that was because he made some men pay grass money that hadn't been paying.

Q. Do you know anything about cattle that were delivered by John W. Light last May that were purchased by Major Baldwin with a part of the \$50,000 that the Indians appropriated to buy she cattle?—A. No, sir; he says he didn't see them; he heard about them. He says he wasn't here the day that the cattle were delivered, the day that John Light brought the cattle in here.

Q. Did you see any of the cattle that the Indians said they had got from the John Light delivery?—A. Yes, sir.

Q. What kind of cattle were they?—A. He couldn't describe them in the Comanche language—there was some short-horned red cattle, supposed to be Durham, bald-faced ones, and half-breeds, common cattle some of them; that is all he knows about the cattle.

Q. Were the Indians satisfied with those cattle?—A. Yes, sir.

Q. How do they compare in size with the native cattle here that are raised on the reservation of the same age that those cattle was?—A. He says some of them that was fat and looked well would average just as good as these natives, them that was coarse and looked poor, poor and "honerly" looking, of course they was well-bred cattle; they didn't look like they would average with the native cattle, but he says the Indians, of course, not knowing nothing about the breed of cattle, why they thought were these poor cattle wasn't as good as these native cattle.

Q. Have many of those cattle died?—A. Never seen one dead, he says.

Q. How do they compare now, if you know, with the native cattle here?—A. He says they look about the same.

By the INSPECTOR:

Q. Ask Quanah if the Indians on his reservation, the Comanches, aren't divided into two or more factions.—A. Yes, sir.

Q. Tell him he stated just now that he was the chief of all the Comanches. Ask him if a great many of the Indians don't dispute his title of being chief of the Comanches, and is he not in reality only one of several chiefs.—A. He says there is some few of them that don't like him as chief. Says of course that is just like white people, though. Where there is a big crowd of people together there is one

man that is a big man, big leader, and there is always somebody ready to dislike him, and that is the same way it is here with him. That is somebody that don't amount to much.

Q. Ask him who are the other Comanche chiefs.—A. Why, he says there is Pad e ay ka, White Eagle (Ish e ti), Mum sook ah wah, Big Looking Glass, Po ah we, Medicine Shirt (Po hoc ah wat).

Q. Now, ask him if Big Looking Glass and all these other chiefs recognize him as the chief over all of them.—A. Well, sometimes he says when he makes a road why some of these chiefs want to kick him; but he says it ain't very long till they are right in the same road.

Q. (Question repeated.)—A. Yes, sir.

Q. Tell him he stated to Mr. Fisher that Pad e ay ka came to him about the money that Strauss owed him, and that he, Quannah, came to see the agent and got an order on Strauss for the money. Ask him who he, Quannah, gave that order to.—A. Agent give it to him and he give it to Pad e ay ka.

Q. Ask him whether Pad e ay ka gave it to Strauss.—A. He didn't see him when he done it; don't know.

Q. Ask him if he ever heard whether Pad e ay ka got his money or not.—A. After that he heard that Strauss had done give him the money.

Q. Ask Quannah if he sold any cattle to the Government to be issued to the Indians at about the same time that John Light did.—A. Yes, sir; he did.

Q. Ask him what he got for them.—A. \$15.50 a head.

Q. Ask him, then, if after he was paid for those cattle, did he go out and buy some more for himself.—A. Yes, sir.

Q. Ask him what he paid for those he bought.—A. He bought yearlings and paid \$7 a head for them.

Q. He didn't buy any 2-year-olds.—A. No, sir.

Q. Ask him if the cattle that he bought were as good as the yearlings that he sold.—A. Just about on an average with the ones he sold.

Q. Did he sell those that he bought also?—A. No, sir.

Q. Tell him he stated just now to Mr. Fisher that there was more money, as I understood him, obtained from leases under Major Baldwin than there had been formerly; now ask him if there were not pastures leased by cattlemen formerly that are not leased now; if so, to state the number of pastures and about how many acres in each.—A. He says there is two leases that was leases before Major Baldwin come here, but about the time Major Baldwin come here them men left, which was Herron and Stinson and Captain Ikard; he says he don't know the amount of acres that was in them.

Q. Tell him he stated that there was a \$25 payment made since Major Baldwin came here; ask him if he is not mistaken in the amount.—A. He says maybe there was one grass payment; he says they got \$25.50 a head.

Q. Ask him if he is sure it was not \$20.50.—A. Yes; that stops him again now; it was \$20.50; he meant to say \$20.50 instead of \$25.50. After that they have been getting \$14.25 a head.

Q. Ask Quannah that at this council that he spoke of to Mr. Fisher in this room here about the Mount Scott school whether Major Baldwin told them that if they built the school it would belong to them, would be their school.—A. Yes, sir.

Q. Ask him if he also told them that if they built this school that their reservation would not be opened, would be kept this way for always.—A. He says Major Baldwin didn't say that building that school would cause their country not to be opened; that he told them that building that school would just save them from sending their children off East, and that their children would stay right here and go to school, wouldn't have to send them off East; and he said that he didn't tell him that the school would be the cause of the country not opening; after that, after he had quit talking about the school, that the Major told them that their children could grow up here in this school, become educated in this school; that they would understand everything, have lots of sense; well, then, probably they could hold the country down; that that would have its influence in keeping the country from being opened.

Q. Ask him if in the council that I held with them last Thursday evening some of his men did not say in the course of their talk that Major Baldwin told them that if they voted this money for this school it would be theirs, their own school; also, that it would keep the reservation from being thrown up—if they didn't tell me that, and this young man put it down.—A. Yes; he said some Indians told you that.

Q. Ask him if any of them told me anything else but he said and the statement he has just made. Ask him if they didn't all tell me that Major Baldwin told them that if they voted this money for the school that it would be their own prop-

erty, and that it would also keep their reservation from being opened; didn't they all tell me that but you?—A. He says that Big Looking Glass told you that the agent told you that the agent told them if they would build this school that they wouldn't open the school, but the Kiowa chief Ah pe atone, he never said that.

Q. Ask Quannah if he is in the pay of the cattlemen; how much do they pay him a month?—A. He says all the cow men altogether pays him \$100 a month.

Q. Ask him who cashes the checks.—A. Different places, he says; some of them in Texas, some of them over here at Marlow, some of them up here at Fort Sill.

Q. Ask him what they pay him for.—A. He says when the contract was first made, first leases, when the leases was first made, that they agreed to pay him \$100 a month for his influence in keeping the Indians from stealing their stock.

By Mr. SHEPHERD:

Q. Ask him if Big Looking Glass and Glassingame and Purdy didn't have pasture leases before Baldwin came here?—A. Yes, sir; before Major Baldwin came here.

Q. Ask him if those pastures are leased now?—A. He says that Waggoner has got the old Blassingame and Purdum lease now.

Q. Ask him who has Looking Glass's pasture?—A. Nobody got it now at all.

Q. Ask him if Litchfield, special agent, didn't pay the Indians \$67,000 lease money before Major Baldwin came here, and which was more than had ever been paid them at any other time?—A. He says that there wasn't very many Comanches got any money at all, very few of them; said there might have been a few Comanches among the Kiowas; the Kiowas got that money. He says he don't know, but he thinks that that was money the Kiowas had refused to take as grass money a long time ago; and that when they refused to take it, why that money was sent to Washington, and he says when that man come here, why that money was paid to them; says he never drew no money at all himself; don't know that to be a fact that that was that money; thinks it was.

By Mr. FISHER:

Q. You say when the contract was first made the cattle men agreed to pay you \$100 a month to use your influence with the Indians to keep them from stealing their cattle. What do you mean by when the contract was first made, before Major Baldwin come here or afterwards?—A. Yes, sir; he says that was when the first leases was made, the very first leases, way back yonder.

By the INSPECTOR:

Q. Ask him how much he is getting a month now.—A. One hundred dollars.

Q. Ask him if that is all that he has been getting all the time.—A. He has been getting \$100 a month, he says, all the time.

QUANAH (his x mark) PARKER.

Attest:

D. H. KELSEY.

C. M. FECHHEIM.

Subscribed and sworn to before me this 28th day of December, 1896.

_____, *Inspector.*

I do solemnly swear that I have explained to the Indian above named and am satisfied that he understands the nature of the above testimony, and that my interpretation of the same is true and correct.

GEO. NEWTON.

Subscribed and sworn to before me this 28th day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of W. H. QUINETTE, witness for the defense.

Direct examination by Mr. FISHER:

Q. State your name, residence, and occupation.—A. W. H. Quinette; residence, Fort Sill; military and Indian trader.

Q. How long have you been residing at Fort Sill? A. I have been a military trader and Indian trader for eight years.

Q. How long have you known Major Baldwin?—A. I have known him since he has been agent; I don't remember when he came here; I didn't know him before he came.

Q. How frequently have you met him—seen him—since he has been agent here?—A. A great many times; I don't know just how many.

Q. Has he ever been a guest at your house?—A. Yes, sir.

Q. Have you ever seen him when he was under the influence of liquor, or intoxicated to an extent that was susceptible to anybody that looked at him, or that in any way incapacitated him from attending to his business?—A. No, sir; I never have.

Q. Do you remember the grass payment that was made in the latter part of December, 1895, or the first of January, 1896, at the subagency at Fort Sill?—A. Yes, sir.

Q. Did you frequently see Major Baldwin while that payment was going on?—A. Yes, sir.

Q. Did you frequently converse with him during the time that payment was going on?—A. Yes, sir.

Q. Was he intoxicated at any time that you saw him during this payment?—A. No, sir.

Q. Was he a guest at your house at any time during that payment, or did he visit your house?—A. No; not during the payment; after the payment he was a guest at my house.

Q. How soon after the payment?—A. After the payment was finished.

Q. Have you ever met him at Anadarko?—A. Yes, sir.

Q. In his office?—A. Yes, sir.

Q. About how frequently?—A. A very few times; I don't know.

Q. Did you ever see him in his office here at Anadarko, or at any other place on this Indian reservation that he has charge of, at which time he appeared to you to be under the influence of liquor?—A. I never saw him that way.

Q. Have you had any business transactions or business interviews with him?—A. Yes, sir.

Q. How have you found him, reliable or unreliable, in business matters?—A. Everything has been very agreeable to me in business transactions.

Q. And you have always found him reliable, have you, in business matters?—A. Yes, sir.

Q. Do you remember his sleeping at your house one night when Dudley P. Brown was a guest of yours?—A. Yes, sir.

Q. Did that occur more than once, that they were guests at your house at the same time?—A. Only once.

Q. When was that?—A. Well, I don't remember the date; don't remember.

Q. Was it last summer or this summer?—A. I don't remember whether it was last summer, last fall, or spring; the only thing I remember is that they were there.

Q. Had Major Baldwin ever been a guest at your house or been invited there by you prior to that time?—A. Yes, sir.

Q. Isn't it true that he had an open and standing invitation to come to your house at his pleasure?—A. Yes, sir.

Q. What time did Major Baldwin and Dudley P. Brown arrive at your house on the night that you mention?—A. After I had retired that night.

Q. When did you first learn that Major Baldwin was in the house?—A. The next morning.

Q. Who did you learn that fact from?—A. From Mr. Brown.

Q. What did he say to you?—A. He said that Major Baldwin come down with him last night.

Q. Well, what reply did you make to that?—A. I said, "Where is he?" And my recollection was he said that he was gone to the post. When we were going into breakfast, Major Baldwin came out of the room, and I asked him to stay to breakfast, and he wouldn't stay, but went up to the post, and I think he said he was going to Captain Scott's house.

Q. Did Mr. Brown make any explanation to you as to how Major Baldwin come to be at your house that night, and as to anything that occurred prior to their coming there?—A. I don't remember of any conversation.

Q. Let me refresh your memory. Did Mr. Brown tell you that on the previous night that he and Major Baldwin had been in the military clubroom at Fort Sill, and that Major Baldwin commenced abusing the traders on the Indian reservation and calling them vultures, and that he resented it, kicked over a chair and a table and told Major Baldwin that if he didn't apologize that he would kill him before he left the room, and that then Major Baldwin apologized to him, and continued to apologize for an hour, and then insisted upon going to your house with him and sleeping with him that night, or in substance that? Have you any recollection of Mr. Brown stating that to you?—A. If Mr. Brown stated that conversation to me, I don't remember what it was, for I paid no attention to it sufficient to remember it.

Q. Is there now lying in your mind any recollection whatever of Mr. Brown making any such statement to you?—A. No, sir.

Q. Do you know Sam Strauss, an Indian trader, located at the subagency at Sill?—A. Yes, sir.

Q. Do you know anything about Sam Strauss at any time opposing Major Baldwin in any of his plans that he was trying to put in operation here for the benefit of the Indians?—A. I know nothing positive about it; only from hearsay.

Q. Do you know whether Major Baldwin has inaugurated any reforms in the management of the Indians here, and in the management of their interests over what was being done for the Indians under the former agents since you have been an Indian trader?—A. I don't know anything about that at all.

Q. Where is your store located, on this reservation or on the military reservation?—A. Military.

Q. How near to the subagency that is located on this reservation at Sill are you?—A. About two miles and a half.

Q. Do you know anything about Major Baldwin purchasing she cattle from the Indians about May of this year?—A. Yes, sir.

Q. Do you know anything about the amount of money that has been expended for the Indians in that particular?—A. No, sir.

Q. Have you seen any of the cattle that were purchased from John W. Light, or that the Indians said came from John W. Light?—A. Yes, sir.

Q. About how many of them have you seen?—A. Quite a number.

Q. Have you ever been in the cattle business?—A. Yes, sir.

Q. How long?—A. Thirteen years.

Q. What kind of cattle were those that you saw?—A. Very good.

Q. Were they graded cattle or not?—A. Some of them were.

Q. Well, as a business man, do you regard the expenditure of this money for them for the purchase of cattle for them such as you saw a judicious investment of their money?—A. Yes, sir.

Q. Do you know anything about Major Baldwin inducing the Indians to place money with him for building houses?—A. I know that he has told the Indians if they would deposit \$50 with him he would build them a house.

Q. Do you know of any considerable number of the Indians accepting that proposition of his?—A. Yes, sir.

Q. Well, what effect has that had upon your business as a trader? Has it decreased your collections to any extent?—A. Only from one payment to the other.

Q. Do you know anything about a general order that was issued by Major Baldwin forbidding white men to purchase cattle from Indians, steers under 3 years old and barren cows?—A. Yes, sir.

Q. Were any special privileges accorded to you by Major Baldwin under that general order?—A. No, sir.

Q. Were any privileges ever given to you by Major Baldwin that was not open to other traders on this reservation or any other white man?—A. No, sir.

Q. Did you regard the issuance of that order as a wise measure in the interest of the Indians or not?—A. I did.

Q. Will you tell why?—A. It was only two years for the Indians to hold a yearling until it would be 3 years old, the holding of the same cattle could be no expense to the Indians, and when they sold them at 3 years old they would get more than double the price that they would if they had sold the yearlings.

Q. What were they doing prior to the issuance of that order, the Indians, as to the sale of cattle?—A. They were selling cattle at all ages.

Q. Have you any cattle, Mr. Quinette?—A. Yes, sir.

Q. About how many?—A. Five hundred, between 500 and 600.

Q. Where are you holding those cattle and pasturing them?—A. On the military reservation, Fort Sill.

Q. By what right?—A. Authority of Secretary of War and Commissioner of Indian Affairs.

Q. Are you using any part of this reservation over which Major Baldwin has jurisdiction?—A. No, sir.

Q. How do you keep them from straying off onto the Indian reservation?—A. Employing herders.

Q. Have you had any trouble with Major Baldwin about cattle straying onto the Indian reservation?—A. I have had no trouble.

By the INSPECTOR:

Q. Did you have a permit to purchase cattle from Major Baldwin of the Indians?—A. Just a general permit, the same as the balance of the traders.

Q. Who else purchased cattle under that general order?—A. I presume the balance of the traders did: Mr. Emet Cox, John Quarles, and George Medara.

Q. Who inspected your cattle that you purchased?—A. It was after the last

order issued by Major Baldwin; the cattle were inspected by Mr. Burton to see that the cattle were of the ages given in the permit for the purchase.

Q. Then you had to have a permit, did you?—A. General permit; general order; circular letter sent out.

Q. Do you know whether that order was a general one sent around to all of them?—A. Well, I presume it was.

Q. What makes you presume that, Mr. Quinette?—A. From the form it was written.

Q. Do you know whether it was?—A. No; I don't.

Q. Do you know of any other men purchasing cattle besides the ones above named by you?—A. No, sir.

Q. Who inspected those cattle prior to Mr. Burton?—A. Nobody; wasn't inspected at Fort Sill; cattle bought down in that country.

Q. Were there two of these orders you have just spoken of published?—A. I don't remember of but one. I only know of but one order issued by Major Baldwin.

Q. Didn't Mr. Daniel inspect cattle when he was there?—A. Not that I know of.

Q. You stated that you saw the Light cattle. As a cattleman what would you have been willing to have bought such cattle for on the market, paid for such cattle at the time you saw them?—A. I should say \$15; 1 and 2 year old heifers.

Q. Was that the market price of such cattle at the time you saw them?—A. Well, I can't answer that question, because I don't know what a market price means. I should say that that is right, if that is the way you look at it; I should say \$15.

Q. Mr. Quinette, are not the orders for wood purchased, etc., a great many of them, sent to your store?—A. Yes, sir.

Q. Does not that, as a trader, give you an advantage over other traders?—A. I never asked to have them sent there.

Q. (Question repeated.)—A. I presume they go to other traders.

Q. I am asking you if that does not give you an advantage, presuming the others don't get them?—A. To presume they don't, yes.

Q. It enables you to collect your debts of an Indian, doesn't it, to some extent, if he happens to owe you, and if he does not owe you, you have a prospect of getting some of this money in exchange for goods?—A. Yes, sir.

Q. Is Major Baldwin a drinking man?—A. I presume he takes a drink; I have seen Major Baldwin take a drink.

Q. Haven't you ever seen him take more than one drink at a sitting?—A. Yes, sir.

Q. Haven't you seen him take several and more at a sitting?—A. Well, I have seen him take as many as three and four.

Q. You have never seen him under the influence of liquor?—A. Never saw him under the influence of liquor that he couldn't transact business.

Q. Some men have greater capacity than others, haven't they?—A. Yes, sir.

Q. Has Major Baldwin a good capacity?—A. I am sure I am no judge of that.

By Mr. SHEPHERD:

Q. What time of the year was it when you saw those cattle delivered by Light?—A. August.

Q. Did I understand you to say that cattle of that grade was worth \$15 when you saw them?—A. About \$15.

Q. I will ask you whether or not it is a fact cattle were higher or lower on December 29 previous to that?—A. I think not.

Q. Still you say that you are a cattleman. Did you buy any cattle during the fall of 1895?—A. No, sir.

Q. Is it not a fact that cattle were considerably higher that fall than they were in the spring and summer of 1896?—A. Well, I can't say that I would consider them higher at that time.

Q. Is it not a fact that cattle, yearlings and 2-year-olds, were from \$3 to \$5 higher in December than they were in June, July, or August?—A. I don't know.

Q. Then you are not posted on the price of cattle from December to August, are you?—A. No, sir.

By the INSPECTOR:

Q. You stated that at the time you saw these cattle you considered their market value \$15. What month was that?—A. August.

Q. Do you know the value of such cattle as that in May preceding?—A. Not having bought cattle for some time, I wasn't posted on the market at the time you mention.

Q. Were you buying cattle at the time you saw these?—A. No, sir.

Q. Were you posted then?—No, sir.

Recess until 1 p. m.

Hearing resumed at 1 p. m.

By Mr. SHEPHERD:

Q. Is it not a fact that the night Major Baldwin and D. P. Brown stayed at your house, the next morning, when Mr. Brown went down to breakfast and in the dining room, you didn't ask Mr. Brown why Baldwin didn't come down with him to breakfast, and that Mr. Brown replied that Major Baldwin said he would take breakfast up at the post, where he had been stopping, and that Mr. Brown asked you why you knew it was Baldwin with him, and that you replied you knew it by his voice, that you heard him speaking when he came into the room that night?—A. I don't remember any conversation of that kind.

Q. Do you say that there was no such conversation as that?—A. I say I don't remember it.

Q. Did not Mr. Brown first tell you that Baldwin had gone up to the post for breakfast and not Major Baldwin, as you testified to before?—A. No; I don't remember whether he told me that or not; I don't remember.

Q. Is it not a fact that in your office after breakfast that morning that Mr. Brown told you how Baldwin had abused the traders to him the night before and that Mr. Brown told you he had made Baldwin apologize to him?—A. I don't remember that conversation at all.

Q. Do you now swear positively that no such conversation occurred between you and him in the office?—A. No, sir.

Q. Do you think it did?—A. No, sir.

Q. Since then have not you and Mr. Brown discussed the matter together, and upon one occasion in your sitting room, in the presence of another person, discuss the matter?—A. I don't remember, sir.

Q. Was you present with Mr. Brown in a tent at the lease payment in December, 1895, at the subagency at Fort Sill, when Major Baldwin abused Sam Strauss and stated that he was going to close him up, and that you and Mr. Brown both told him that if he did so it would be a great injustice to Mr. Strauss at that time, and that Mr. Brown told Baldwin that he (Baldwin) was wrong and if he did close him up he would be open and doing business within twenty-four hours, and didn't you agree with what Mr. Brown said, substantially?—A. I could answer that in this way if that was put in two questions: I was present when Mr. Brown told Major Baldwin that it would be an injustice to close Mr. Strauss up, but I don't remember the conversation of Mr. Brown saying that Mr. Strauss would be opened up for business the next day.

Q. The balance of the facts stated in the question is substantially correct, is it?—A. Yes, sir; I don't know whether I agree with him whether it was an injustice or not; it depended on what he closed him up for.

Q. Did not you and Mr. Brown both ask Major Baldwin not to tell you what his intentions were toward Strauss, as you were also traders and didn't want to hear it, but that Baldwin kept on abusing Strauss and saying what he was going to do?—A. I don't remember that conversation.

Q. Did any of the officers ever tell you that Major Baldwin had ever spoken in a derogatory manner of the traders to them?—A. No, sir.

By the INSPECTOR:

Q. Were you present at a meeting of the traders at Major Baldwin's house to discuss a plan of credit to be adopted among the Indians by the traders?—A. Yes, sir.

Q. Did you agree to the plan as outlined by Major Baldwin that night?—A. Partially.

Q. I wish you would state what you mean by partially.—A. The part that I agreed was that he proposed to establish a credit system to enable the Indians to pay their debts; but, on account of the back indebtedness, he said that was a thing that the traders must settle with the Indians themselves, old balances, and that he would be in no way responsible for those collections or assist in making the collections. That latter was what I didn't agree with him.

Q. Do you think that a credit system or credit card, as outlined by Major Baldwin, would be a good thing to have on a reservation?—A. It would depend upon the form of the card.

Q. Well, the form as outlined that night?—A. No, sir; I don't think it would be a good thing for the traders.

Q. Why?—A. I have stated because he wouldn't be responsible for back debts.

Q. Would it be good without that exception?—A. Yes.

Q. Would not a credit system on a credit card enable an agent and some one trader, or two traders, to form a collusion?—A. Well, I think it would if they were so disposed to do so.

Q. Then you think it would be a good thing?—A. Yes, sir.

By Mr. FISHER:

Q. Collusion can be formed upon almost any business transaction, can't it?—A. Yes, sir.

Q. Was there any proposal on the part of Major Baldwin that night as to any particular plan to carry this out?—A. No, sir.

Q. Was there a plan proposed there that night by the traders?—A. Yes, sir.

Q. What was that plan?—A. That Major Baldwin would issue credit tickets to every Indian that came to his office; the Indian could take this credit ticket to any trader and get credit on the ticket; after the ticket was used he could apply for another ticket at his office, and if it was any amount less than two-thirds of the total of his grass money, that he would give the Indian another ticket to trade on, the same as before; the Indians could take these tickets to any trader, and after they had traded their tickets out, when the lease payment was made the traders could make up their lists of indebtedness of the Indians and send it to his office for verification of the accounts on his books, and that he would see that the traders were paid the money at the following lease payment.

Q. Was that system agreed upon between Major Baldwin and the traders at that meeting?—A. No, sir.

Q. Was it at any time subsequent to that time agreed upon between them?—A. No, sir.

Q. Was there any stipulation made by Major Baldwin that if that system was put in operation that the traders would bear the expense of an extra clerk in Major Baldwin's office and all other expenses in looking after that credit system?—A. I think not.

Q. In answer to a question by the inspector you stated that you had seen Major Baldwin drink; where did you see him drink?—A. On different occasions.

Q. Did you ever see him drink in the presence of any Indian?—A. No.

Q. Isn't it true that every time, or nearly every time, that you have seen him drink it was on the military reservation at Fort Sill or on some other place not on this Indian reservation?—A. No, sir. I could answer that question that I have seen him drink more times on the military reservation than I have on the Indian reservation.

By the INSPECTOR:

Q. Is that because your business is on the military reservation and you see him oftener on the military reservation than you do on the Indian reservation?—A. Yes, sir.

W. H. QUINETTE.

Subscribed and sworn to before me this 28th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of HUGH LENNOX SCOTT, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name, residence, and occupation?—A. Hugh Lennox Scott; captain, Seventh Cavalry; I live at Fort Sill.

Q. How long have you lived at Fort Sill and been familiar with the Indians on this reservation?—A. I came to Fort Sill about the middle of February, 1889—seven years and ten months.

Q. Have you had anything to do with the Indian service here among the various tribes on this reservation?—A. Yes, sir.

Q. How long has that continued?—A. Something over five years.

Q. Have you been acquainted with all of the Indian agents that have been in charge of this agency during that time?—A. Yes.

Q. How long have you been acquainted with Major Baldwin?—A. Nineteen years.

Q. Have you seen much of him or had any business connection with him since he has been in charge of this agency?—A. Yes.

Q. About how frequently have you met him and had business with him on this reservation?—A. Sometimes I have seen him several times a month, and sometimes it would be several months I wouldn't see him at all.

Q. How many times have you been present, if ever, when Major Baldwin was making grass payment or issuing annuities?—A. Four or five times.

Q. How many times have you assisted him in performing those duties?—A. Never.

Q. How came you to be present, then, at these grass payments and issues?—A. I usually wanted to see in connection with the Indians that are under my charge.

Q. Have ever you been here at Anadarko, Rainy Mountain, or Fort Sill sub-agency, when you remained during the entire time of the payment, that the payment or issue was going on?—A. No.

Q. Have you at any time, at any of these meetings that you have had with Major Baldwin, either business meetings or social meetings on this reservation, seen Major Baldwin under the influence of liquor to an extent that it was perceptible to Indians and others, or to an extent that it incapacitated him in any manner from doing business?—A. I have never seen him so much under the influence of liquor that he couldn't attend to his own business.

Q. Did you see Major Baldwin in the latter part of December or 1st of January, a year ago, when he was making a grass payment and issues at Fort Sill sub-agency?—A. Yes.

Q. About how often did you see him during the time he was making that payment and issue?—A. I went down to the agency (to the subagency) and saw him either two or three times; I saw him a number of times in the post.

Q. Was he a guest at your house during any part of that time?—A. He usually comes to my house when he comes to Fort Sill; whether he was at my house at that time or not I don't remember.

Q. Did you hear, at that time, of his having an interview with Strauss, an Indian trader there, about any matters?—A. Yes.

Q. Did you hear on what day or night that occurred, whether it was on Sunday night or some other night?—A. I have no recollection of the time whatever, other than this, that it had occurred a short while before one of my visits down there. The matter was discussed on one of my visits down there.

Q. Was he at that time or any of the times that you saw him during that payment under the influence of liquor to the extent that it incapacitated him in any way from doing business?—A. No.

Q. Was you at Lime Creek council?—A. I was at a council on Lime Creek, at which was discussed the purchase of cattle with grass money; if that is the one mentioned, I was there.

Q. Were you with Major Baldwin in that council?—A. Yes.

Q. Do you speak any of the Indian languages?—A. I understand the sign language.

Q. Did you act as interpreter there?—A. No.

Q. What was Major Baldwin's condition there; was he intoxicated at all?—A. Not during my presence there.

Q. Have you been present at any other council which Major Baldwin held with the Indians for the purpose of seeing that they would appropriate money to build a school at Mount Scott?—A. Not at a regular council, but I was present on one occasion at which I went to the subagency already referred to, and there were a number of Indians present in Major Baldwin's tent, at which this subject was discussed.

Q. Who were the Indians that were there; do you remember?—A. I remember two only, I see o, first sergeant of my troop, and a Comanche Indian by the name of Medicine Shirt; on this occasion I acted as interpreter myself.

Q. How many Indians were present, about how many?—A. They kept coming out and going in, and there was probably five or six there at a time.

Q. About how many different Indians during that conference was this building of a school at Mount Scott talked to by Major Baldwin?—A. I don't know. I have simply a dim recollection that there was five or six people there.

Q. What did Major Baldwin state to the Indians at that time?—A. The conversation lasted for possibly a half an hour. My recollection of those matters, outside of the main points, is rather dim. I remember that the conversation consisted of an argument that it would be for their benefit to appropriate \$25,000, which should be put with another sum to be appropriated by the Interior Department, for the erection of an industrial school on this reservation, for the reason that if they had such a school on this reservation their children would not be compelled to go to the Eastern schools, but would receive their education at home.

Q. Did he give any other reason why they should build that school or advance any other argument?—A. There was no other argument that I know of.

Q. Did he tell the Indians that if they would appropriate this \$25,000 that the Government would appropriate \$50,000, and that then the school would belong to the Indians?—A. No.

Q. Did he tell them that if they would build this school or appropriate this money toward building the school that they could keep the Government from opening this country to settlement?—A. No.

Q. Have you talked with many Indians which are under your charge over there since that time in regard to the matter?—A. Yes.

Q. About how many, approximately?—A. A great many—that is, I have done

that personally, not at his instigation. They have come to me and asked me what I thought about it, and I have told them—not at any council.

Q. What are their wishes as you have heard them express them as to the building of that school?—A. They have usually come and asked me what I thought about it, that matter, and I have told them that I thought it was a good thing, and they seemed satisfied with that.

Q. Were they willing at this council where the subject of buying cattle was discussed—were the Indians willing for those cattle to be bought on the plan that Major Baldwin suggested?—A. They expressed themselves so at that council.

Q. Was there any opposition by Indians in that council for appropriating this money to buy cattle?—A. None developed there.

Q. In all your dealings with Major Baldwin, and business interviews, how have you found him, reliable or unreliable?—A. Reliable.

Q. What kind of a man is he to do business with, pleasant and agreeable or to the contrary?—A. Our relations have been very pleasant ever since he has been here.

Q. How many Indians have you under your immediate charge?—A. About 320.

Q. How extensive is your acquaintance among those Indians, those under your immediate charge?—A. Well, I know them all; I have a very extensive acquaintance all over this section.

Q. You mean over all this section that Major Baldwin has jurisdiction of as Indian agent?—A. Yes.

Q. How do the Indians regard Major Baldwin as an agent?—A. A number of them have expressed themselves to me as being better satisfied with him than any Indian agent they have had.

Q. How do you regard his administration here as compared with former agents since you have been acquainted with this reservation?—A. I have known five agents here, and I consider him a better agent than any of them.

Q. Have any reforms been inaugurated by Major Baldwin among the Indians here as to their management over that of former agents?—A. Yes.

Q. Well, will you state what?—A. The most noticeable one, the Indians are kept more on their own places, instead of hanging around the agency. That has been very patent to me. The other reforms I have heard of, and not brought directly in contact with them. I have heard that he caused these white men with large pastures to pay their grass money in the general funds, instead of keeping it themselves; that the pastures have been resurveyed, taking in a great amount of money into the Indian fund.

Q. Do you know anything about anything that Major Baldwin has done to protect the Indians in their cattle interests?—A. By hearsay.

Q. Do you know anything about General Miles's visit to this reservation?—A. Yes.

Q. When did that occur?—A. Last October.

Q. Were you on duty with General Miles's party while he was on this reservation?—A. I had command of the escort.

Q. Do you know anything about Major Baldwin furnishing from the commissary here any subsistence, forage, or anything of that kind for General Miles's party, for the troops?—A. Yes.

Q. Do you know how it came to be done?—A. Yes.

Q. Please state.—A. I had an agreement with Major Baldwin, as commander of the escort, that instead of my being obliged to haul grain and hay from Fort Sill up to our camp in the neighborhood of this agency that he should furnish me with a portion of the grain and hay needed for the public animals with me, an account of which should be kept by Lieutenant Osborne and by Major Baldwin's office, and this grain and hay would be replaced by the quartermaster at Fort Sill and turned over to Mr. Burton at the subagency.

Q. Do you know whether it has been replaced or not?—A. Lieutenant Osborne has had charge of that matter. I have been away most of the time since.

Q. Was anything else furnished besides grain and hay from the commissary here at this agency to your escort of General Miles's party, that you know of?—A. Some beds, cooking utensils, all that I remember now, and some lamps.

By the INSPECTOR:

Q. Captain, do you know how long this council at Lime Creek lasted?—A. No, sir.

Q. Did you encamp at Lime Creek?—A. No, sir.

Q. Were the Indians in camp there?—A. There was a quantity of Indians in camp there.

Q. Were you there the first evening of Major Baldwin's arrival, the day before the council opened, the night before the council opened?—A. No, sir; I was present on the afternoon of the council; don't know what was done before or after.

Q. Was there any scarcity of anything to clear the inner man the next day?—A. I never drink anything of that kind myself, and I don't remember of having seen any whatever; if I drank myself I would probably have hunted it up.

Q. Mr. Fisher spoke of an interview that Major Baldwin had with Mr. Strauss. If I understood you correctly, you stated that you came soon after the interview. Am I correct?—A. Whether it occurred that same day; but it occurred about that time; I don't mean to say it was immediately after the interview. It was soon after; within a day or so. It was being discussed there; it was recent.

Q. Where was this discussed, at the subagency or up at Fort Sill?—A. Subagency.

Q. Who was it being discussed by?—A. The officers that were about there.

Q. Were any of the officers who were discussing it present at the interview that took place between Baldwin and Strauss?—A. That was something out of my knowledge. I remember Lieutenant Saville was down there. I think that Lieutenant Settle was down there, Lieutenant Osborne, Major Baldwin, Dr. Wallin. Lieutenant Settle, I believe, was a visitor, as I was.

Q. What was the nature of this discussion, what was the opinions expressed?—A. All that I remember is that Major Baldwin and Mr. Strauss had had a stormy meeting and that Mr. Strauss's store was closed up in consequence of it. The time that I was there was between the time that the store was closed and opened again. I heard after I went away that it was opened.

Q. Were you present with Major Baldwin and Dudley Brown when Major Baldwin was abusing the traders and that Baldwin remarked, "When I speak of the traders, I don't mean you, Brown," and Brown said to Baldwin not to abuse the traders in his (Brown's) presence, that he was a trader and wouldn't stand it? Do you remember any such interview as that?—A. No.

Q. You remember no interview at no time or place when anything of this kind occurred?—A. No; I do not.

Q. Do you know Sergeant Strecker?—A. Stecker? Yes.

Q. Did he slaughter—run a butcher shop and slaughter cattle and sell to members of Troop L?—A. Yes; at one time.

Q. Did he buy cattle from Indians?—A. I don't know where he got his cattle.

Q. Do you know what aged cattle he bought?—A. I don't know anything about it.

Q. Is Captain Baldwin a drinking man?—A. I think he drinks; yes.

Q. Is he a constant drinker; I mean takes it every day?—A. Something I can't say of my own knowledge.

Q. Have you seen Captain Baldwin drunk in the last two years since he has been Indian agent?—A. I have seen him when he has had something to drink.

Q. Have you seen him intoxicated in the last two years?—A. That is a question, of course, that depends on a question of degree. What would make me drunk might not others.

By Mr. BROWN, trader:

Q. I want to ask you, Captain Scott, if you do not remember upon one occasion, sitting at a table in the smaller room at the officers' club at Fort Sill, when Major Baldwin, you, and myself were present—just we three—and Major Baldwin used abusive language in speaking of the traders; and Major Baldwin looked up and saw me looking at him, and then turned to you and said, "Scott, when I speak of the traders, I don't mean Brown;" and I asked him not to abuse the traders in my presence, that I was a trader, and I wouldn't stand it?—A. I remember having been in the officers' club at Fort Sill with Mr. Brown and Major Baldwin, probably on several occasions; as to how many of those occasions, or when it was, I don't know. I remember Major Baldwin said something in reference to the traders, and I remember hearing him say, "I don't mean you, Brown;" but the rest of the conversation I don't remember.

H. L. SCOTT,
Captain, Seventh Cavalry.

Subscribed and sworn to before me this 28th day of December, 1896.

P. McCORMICK, Inspector.

Testimony of HUGH L. SCOTT, recalled for correction, after reading his testimony.

Examination by Mr. FISHER:

Q. Do you desire to make any change in any answer that you have made to the following question, which is found on page 532: "You remember no interview at no time or place when anything of this kind occurred?" to which you answered,

"No; I do not?"—A. I would like to substitute the answer to the question propounded to me by Mr. Brown immediately preceding. I didn't understand until reading it over; I didn't catch the language.

H. L. SCOTT,
Captain, Seventh Cavalry.

Subscribed and sworn to before me this 28th day of December, 1896.

_____, *Inspector.*

Testimony of W. W. CARITHERS, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name, residence, and occupation?—A. W. W. Carithers is my name, I live on this reservation, and I am a minister of the gospel.

Q. How long have you been on this reservation?—A. I came on this reservation in February, 1889.

Q. How long have you known Major Baldwin?—A. I think about the time that he became agent here I met him first. Shortly after that.

Q. About how often have you met him since you became acquainted with him?—A. Well, my answer to that would be very much of a guess. I should think it would average once a month, sometimes oftener. Sometimes for two or three months I might not see him. It probably might be a little oftener than that. I say it is a guess. I don't wish to be understood as saying it exact.

Q. On what part of the reservation do you live?—A. I live southwest of the agency; the distance I couldn't say. I could show you on the map.

Q. Do you live near any one of the subagencies?—A. No, sir; we are a little nearer to Sill than we are to Anadarko.

Q. Have you had many business interviews or business transactions with Major Baldwin?—A. Only in the way of our connection with the agency, as we have transactions with the agent in that capacity—only that.

Q. Are you connected with any school on the reservation?—A. Yes, sir; I am in charge of a mission school—Reform Presbyterian.

Q. Have you ever seen Major Baldwin under the influence of liquor when it was perfectly apparent to anybody that would meet him or see him?—A. No, sir.

Q. Have you ever seen him when he was in any way incapacitated from attending to his official business?—A. No, sir; in my judgment.

Q. How have you found him to do business with, reliable or unreliable?—A. I have always found him, as far as I have had transactions with him, very reliable and very satisfactory in his transactions of business.

Q. Is he agreeable or disagreeable to do business with?—A. He has always been very agreeable to me. In all the transactions I have had with him I have enjoyed the dealings with him a great deal.

Q. How does his administration of this agency compare with that of former agents since you have been on the reservation?—A. Well, that would be my opinion only. My own opinion is that it is quite an advance—quite an improvement, I mean—on anything that I have known since I have been here.

By the INSPECTOR:

Q. How many Indian children have you in your school?—A. Forty-four.

Q. Do you draw rations for them?—A. Yes, sir.

Q. Do you draw beef?—A. Yes, sir.

Q. How do you receive that beef; on the hoof or slaughtered?—A. On the hoof.

Q. Where do you get it from?—A. We get it from the contractor.

Q. Does he deliver it to your school?—A. He delivers it to us on foot. We butcher it and weigh the beef, and make out returns to the agent of the net beef received, and I sign a paper then, certifying that the weights are correct, as assistant weigher, I think, as it is on the paper.

Q. Are you a sworn officer of the Government?—A. No, sir.

By Mr. SHEPHERD:

Q. I will ask you if you did not in a public lecture or sermon in Pittsburg, Pa., or one of the other large cities, make the statement that all the officers on the reservation are a set of drunkards?—A. I did not.

Q. Did you say this in regard to the officers at Fort Sill?—A. I did not.

Q. Then the newspapers publishing your statement was a libel upon your lecture, was it?—A. I did not see all the newspaper reports and can not say.

Q. What was it you did say in regard to them?

The INSPECTOR. You can answer that if you want to or not, as far as I am concerned.

A. I refuse to answer that question, because I don't think it has any bearing on the case.

W. W. CARITHERS.

Subscribed and sworn to before me this 28th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of J. D. GLENNAN, witness for the defense.

Direct examination by Mr. FISHER:

Q. State your name, residence, and occupation.—A. J. D. Glennan. I am assistant surgeon of the United States Army, stationed at Fort Sill, Okla.

Q. How long have you been stationed there?—A. I have been stationed there nearly five years.

Q. Are you acquainted on this Indian reservation that is in charge of Major Baldwin as agent?—A. Yes.

Q. Are you acquainted with many of the Indians?—A. Yes; I am acquainted with quite a large number of the Indians.

Q. Are you acquainted with Major Baldwin?—A. Yes; I am.

Q. How long have you known him?—A. I have known him quite well since he has been agent here, and was slightly acquainted with him for a year or so longer before he came here.

Q. How frequently have you met him since he has been agent here?—A. I can't give any exact number of times. I met him very frequently when he came down to the subagency and Fort Sill.

Q. Have you met him at any other places on this reservation?—A. I met him besides there at the subagency at Sill. I have met him several times at Indian councils.

Q. Have you had any business transactions, business interviews, with him?—A. No; I have had no business with him.

Q. Have you seen him at any time when you have met him under the influence of liquor to the extent of incapacitating him in any way from attending to his official business?—A. No; I have never seen him when I thought he couldn't attend to his business.

Q. Was you present at the council of Indians held on Lime Creek, in which they appropriated \$50,000 to buy she cattle?—A. I was.

Q. About how many Indians were present at that council?—A. I should say about one hundred Indians in the council.

Q. Was Major Baldwin intoxicated at that council?—A. No; he was perfectly straight and sober.

Q. Was you present in September, 1895, on Stinking Creek, with a company of troops under command of Captain Burbank, which was sent there for the purpose of assisting Major Baldwin, if he needed it, in breaking up a ghost dance?—A. I was; I accompanied them as medical officer.

Q. How near to the Indian camp where the ghost dance was going on did you go into camp?—A. My recollection is that we were about 150 yards from the nearest part of their camp.

Q. Was Major Baldwin there at the time you arrived and went into camp, or did he subsequently arrive?—A. We arrived there about 1 o'clock in the day; Major Baldwin arrived there about 8 or 9 that night; it was after dark.

Q. Did you see him when he arrived?—A. I did.

Q. Did any one assist him to get out of his ambulance or conveyance that he arrived there in?—A. I think not; I don't remember anything of that kind.

Q. Was he drunk when he arrived there?—A. He had been drinking enough for us to see that he had been drinking. When I say us, I mean officers that were with the command. But I think that he could attend to his business from the fact he did attend to some business that night.

Q. Go on and explain what business he did that night, if any.—A. When we arrived in the daytime this Indian dance was going on; they danced that afternoon, and stopped about 5 o'clock, and after supper they remained in their lodges; did not dance that night. When Major Baldwin arrived the Indian camp was quiet; the Indians were all in their lodges; he wished to go over to their camp, and walked over there with Captain Burbank and myself. After walking around their camp he said that he wished the Indians notified that he wanted a council with them the next morning. I called an Indian out from a lodge and acted as interpreter for him in the sign language, and told this Indian what the Major said; that he wanted him to tell all the men that he wished them to assemble in council the next morning; that he wanted to talk to them.

Q. How soon after he arrived at your camp was it before he went over to the Indian camp?—A. It is hard to remember exactly; probably less than half an hour.

Q. Well, did you have any conversation with him after he arrived and before going over to the Indian camp?—A. I didn't; no.

Q. Did you hear him have any conversation with anybody else?—A. I remember his asking where this Indian camp was; I remember pointing it out to him myself, pointing the lights.

Q. Were there many lights? What kind of lights?—A. The lights of the fire in their lodges in camp.

Q. Was he able to stand up without assistance at that time?—A. He was. When giving me these instructions to interpret to this Indian in their camp, he stood there and talked to the Indian in a very businesslike way, and there was nothing wrong with him that the Indian noticed at all.

Q. Did you hear him engage in any conversation that night at all that was not intelligible, in the language of a man that knew what he was talking about?—A. I can't remember any.

Q. When he went over to the Indian camp, did you and Captain Burbank have to lead him over there to keep him from falling down?—A. Right in front of our camp there was a rather—it was rather dark—we crossed a road and some rough ground; beyond that, among the lodges, it was light from the lodge fires. In crossing this darker part, my remembrance is the Major stumbled once or twice, and we put out our hands to him; but among the lodges in the lighter ground he walked straight by himself. The same thing occurred in returning to camp; he was able to walk; we did not offer him very much assistance.

Q. Well, did you offer him any assistance except the time when you was crossing there in the dark part of that road?—A. No; we did not.

Q. Did Captain Burbank or anybody else protest against his going over to the Indian camps that night?—A. I don't remember anything of that kind.

Q. Did Captain Burbank at any time after Major Baldwin arrived at your camp, and before you went over to the Indian camp, call your attention to the fact that Major Baldwin was drunk, and that if the troops had to act in this matter, that he wasn't going to allow Major Baldwin to assume command?—A. No; he did not.

Q. Did Captain Burbank ever state to you at any time while you were on that expedition what his orders were in regard to the expedition?—A. Yes; I remember him telling about it in ordinary conversation.

Q. Well, you may state what he said, as to his command, and whether what he stated had any reference to Major Baldwin's condition on that night.—A. Captain Burbank told me that his instructions were that he was not to interfere with that Indian dance in any way until Major Baldwin had tried to stop it with his Indian police and had failed, and had so informed him (Captain Burbank), in which case Captain Burbank was to assume charge of the situation with his troops; or, in other words, Major Baldwin was not there in military command of the troops. This was merely in discussing the question of authority; had no reference to Major Baldwin's condition at all.

Q. Now, when did that conversation occur; did it occur the night that Major Baldwin arrived there, or between the time of his arrival and the time you went over to the Indian camp?—A. No; it did not.

Q. What is your opinion of Major Baldwin's administration as agent as compared with the administration of former agents since you have been on this reservation and at Fort Sill?—A. I have been here—have known four agents. Of course my knowledge of what is going on at the agency has no reference to administration of matters in the office of agent; it is what I hear publicly about what is going on at the agency from different people, including Indians. I would like to state that during the time I have been stationed at Fort Sill I had professional charge of a large Kiowa and Comanche camp there, and have also attended professionally quite a number of the reservation Indians whenever they come to me. I have been very much interested in Indian matters, and am able to speak to a number of them through the sign language, and have quite a number of friends among the Indians. I state this merely to show that I know the sentiment among the Indians. I think that Major Baldwin has been the best agent that they have had in my experience here; that he has done more for them than all the others, and I know that the Indians respect him and have perfect confidence in his integrity and devotion to their interests.

Q. Have you ever heard the Indians discuss Major Baldwin's habits as to drinking?—A. They have never discussed that question with me; I have never heard them discuss that question at all.

Q. You say that you attended the Lime Creek council, at which the Indians appropriated \$50,000 to buy the cattle?—A. I did.

Q. Do you regard that act upon the part of the Indians beneficial to them or otherwise?—A. I think it is one of the best things that has been done for them. They are living here in a country where they will have to depend largely on cattle for their future subsistence, and I think it was something that should have been done before.

Q. Do you know of any other acts that Major Baldwin has done or reforms that he has accomplished among the Indians since he came here?—A. I know in rather an indefinite way that he has increased the benefits of the grass-lease system; I know in a more positive way that he has kept the Indians at home on their farms, building houses for them; he has recently gotten them a doctor down at the subagency, where they have suffered for years without medical attendance; previous to that we had a medical officer at Fort Sill that had been obliged to attend the Indian schools gratuitously.

By the INSPECTOR:

Q. In reply to a question of Mr. Fisher as to your opinion of Major Baldwin's administration as agent as compared with that of former agents, you stated that of course your knowledge was based not upon what was going on at the agency in reference to administration of matters at the office, but what you hear publicly—about what you hear is going on at the agency from different people, including Indians. Who are these different people?—A. I meant by that army officers who come to the agency on business; different employees in the Indian Department.

Q. The employees from here come down there and tell it?—A. Yes; and from Indian traders also.

Q. Are the employees that are here and at Fort Still subagency—were they here also under former agents?—A. I couldn't state now how long the terms of service have been.

Q. If these employees who are here had not served under the former agents, would they be in a position to form a comparison as to the merits of the present with that of past administrations?—A. I didn't say anything about the opinions of these employees. Of course they can't form any opinion of previous agents, and I have nothing to do about what their opinions would be. I have stated that certain things have happened which I know to be true in reference to this purchase of cattle. I was present there, and about that doctor, and things like that, I know that those things have happened. I know they are good for the Indians; they were not the opinions of any employees at the agency.

Q. Then you have based your opinion as to the efficiency of this administration, the present one, as compared with the former administrations, upon your own opinion, and not from what you hear from different persons, including Indians?—A. Yes, sir.

Q. When Major Baldwin arrived at Stinking Creek the night that you have spoken of when the ghost dance was going on, was he drunk?—A. He had been drinking enough for us—I mean the officers with this company—to see that he had been drinking, and, as I have stated before, he attended to this business of calling the council in a straightforward way, and I think could have attended to any other business.

Q. Did anyone try to persuade Captain Baldwin from leaving your camp that night and going over to see the Indians?—A. I don't remember anything about that.

Q. Was Captain Baldwin familiar with that country?—A. No; I think not.

Q. He had never been there before?—A. I don't know that he had never been there before.

Q. Isn't Captain Baldwin as active a man as Captain Burbank?—A. I think he is.

Q. Did anyone have to assist Captain Burbank to keep him from stumbling?—A. No.

Q. Why the necessity, then, to assist Captain Baldwin?—A. I have stated that he did this only certain parts of the way going over and coming back. I don't know how much the drinking had to do with his stumbling; he walked all right in the lighter open ground. We had been there since noon, and were familiar with the ground.

Q. Did Captain Burbank call your attention to Captain Baldwin's condition and tell you that in the event of any trouble, Captain Baldwin being his superior officer, that he wanted to call your attention to that fact?—A. He did not.

Q. You and Captain Burbank, or any of you, didn't discuss Captain Baldwin's condition at all among yourselves?—A. As I said before, we saw that he had been drinking when he came there, and I think it was very probable that we talked of it to each other. I don't remember now any particular thing that was said.

Q. Was this the first time during the past two years that you have known Captain Baldwin that you have seen him under the influence of liquor?—A. He was.

Q. Did you see Captain Baldwin in El Reno at any time under the influence of liquor?—A. I saw him in El Reno once; he went around the town a little, I think, with Mr. Dudley Brown and myself; he was not under the influence of liquor enough to incapacitate him from attending to his business.

Q. Did you catch hold of his arm walking along the street in El Reno?—A. I don't remember anything of that kind.

Q. Didn't require any assistance?—A. I don't remember anything of that kind.

By Mr. SHEPHERD:

Q. You stated that Major had kept the Indians at home; how did you ascertain this fact?—A. Previous to his administration the issues occurred oftener; it kept them away from their homes longer, I have heard him say; talked to the Indians about staying at home and attending to their farms, and in that council at Stinking Creek he gave them very good counsel about staying at home, and told them that he would not allow them after that date to leave their homes for any length of time for these ceremonies; that if they met for a religious ceremony they would have to do it on Sunday and should leave their homes Sunday morning and return Sunday evening, and couldn't continue these things the way they had been doing.

Q. Then you know by him telling them that that he has kept them at home?—A. I know that he has tried to do it, and I know that they don't come in to the subagency as often and stay there as they used to.

Q. Do you know of your own knowledge that he has built any houses for Indians?—A. I know that he established a rule that Indians might deposit \$50 and that their names would be entered on a list and their houses would be built for them in their order on the list. I have known a number of the Indians who have had houses built; I couldn't give their names now, not more than one or two. I have myself talked to Major Baldwin about this in reference to two cases, one of which I saved up the money for the Indian and deposited with Major Baldwin myself.

By Mr. BROWN, trader:

Q. Doctor, I want to ask you when you were at El Reno at the time that Major Baldwin was up there that you have testified to, if the night when you went to the clerk's office to get your fees as a witness and Major Baldwin insisted upon going with you, if you didn't advise him not to go and try and get away from him, and state to me to hurry up and leave the hotel so that Baldwin wouldn't go with us; that he was in no condition to be seen in public, and had better be in bed, owing to his (Baldwin) having drunk to excess?—A. I don't remember anything of that kind.

Q. Then, I want to ask you if, when Baldwin did go with us, he wasn't staggering so going down the street that you caught hold of his left arm and I hold of his right arm, and we went in that way to the bottom of the steps leading to the clerk's office, and there you tried to dissuade Major Baldwin from going upstairs and seeing Judge Burford, and gave as your reason that he was too much under the influence of liquor?—A. I can't remember of Major Baldwin going with him, or any circumstance of that kind.

Q. Well, do you remember of him going with me under any circumstances?—A. No; I do not.

By Mr. FISHER:

Q. When you replied to a former question asked by the inspector that you didn't know anything about the administration in the office here, did you have reference to how the accounts were kept, etc.?—A. I meant that and all other business of the office. When something marked in the way of change of policy is done, like the buying of those cattle, and things like, I knew of such things.

J. D. GLENNAN,
Assistant Surgeon, United States Army.

Subscribed and sworn to before me this 28th day of December, 1896.

P. MCCORMICK, Inspector.

Testimony of Lieutenant HERRON, witness for the defense.

Direct examination by Mr. FISHER:

Q. State your name, residence, and occupation.—A. J. S. Herron; Fort Sill, Okla.; United States Army officer, second lieutenant First Cavalry.

Q. How long have you been a resident at Fort Sill?—A. About a year and two months.

Q. During that time have you performed any service on this Indian reservation?—A. Yes, sir.

Q. Are you acquainted with Major Baldwin?—A. I am.

Q. Have you performed any service in connection with his duties as an Indian agent?—A. I have been second in command of the military escort on two occasions.

Q. What occasions were those?—A. The lease payment in the winter of 1895, and the lease payment of the summer of 1896.

Q. Were you present at those payments all the time while the payment was going on at Anadarko, at Rainy Mountain, and at Fort Sill subagency?—A. I was, with the exception of a few days. One day at Anadarko I went to Chickasha, and a few days in the camp at the red store I went over to the post at Fort Sill.

Q. Is the red store at the Fort Sill subagency?—A. Yes, sir.

Q. When was the other occasion that you accompanied Major Baldwin as military escort, in the lease payment or grass payment?—A. There was no other occasion.

Q. Did you see Major Baldwin at any time on either of those occasions under the influence of liquor to the extent that it was noticeable by people that saw him, and to the extent that he was in any way incapacitated from attending to any of his official business?—A. I never saw Major Baldwin under the influence of liquor to the extent that it would incapacitate him for business, or to such an extent that I would have noticed it.

Q. Do you remember of being at Rainy Mountain last summer payment or May payment, 1896?—A. I was there; yes, sir.

Q. How frequently did you see Major Baldwin during the time that that payment was being made there?—A. I saw him every day.

Q. About how many times a day would you see him?—A. I would see him anywhere from three or four to a dozen times a day.

Q. Would you see him frequently after supper at night in camp there?—A. Yes, sir.

Q. Did you at any time see him after supper, now, at night there, in camp, when he was drunk?—A. No, sir.

Q. Did you see him in that condition at any time at night at the Anadarko or Fort Sill subagency?—A. No, sir.

Q. Was you present all the time while the payment was going on in December, 1895, early part of January, 1896, at the Fort Sill subagency?—A. I was present on alternate days.

Q. Do you remember anything about an interview that occurred at that time on or about the 29th of December, 1895, in Major Baldwin's tent between Mr. Strauss, a trader at the subagency, and Major Baldwin?—A. I understood that an interview occurred between those two parties somewhere about that time, but I was not present and saw none of it.

Q. Was you in camp there on the night that it was said to have occurred?—A. I was in the military camp on a night that it was said to have occurred.

Q. How far from the military camp was Major Baldwin's tent?—A. As near as I can remember, about 50 feet.

Q. How long before it was said that interview occurred had you seen Major Baldwin on that day?—A. I saw him probably less than a half an hour before.

Q. Did you see him on that night after it occurred?—A. I do not remember.

Q. At the time you saw him, less than a half an hour before that interview occurred, was he drunk?—A. He was not drunk.

Q. Was there anything in his actions or conversation at that time that indicated to you that he was under the influence of liquor or anything else the matter with him?—A. I didn't notice anything extraordinary about him.

By the INSPECTOR:

Q. In your opinion, Lieutenant, what condition does a man have to be in before you will consider him drunk?—A. I do not consider a man drunk as long as he can attend to his affairs properly.

Q. How, if he is intoxicated?—A. Same applies to intoxicated.

Q. Isn't the real definition of the word drunk intoxicated?—A. Intoxicated and drunk are synonymous terms, in my mind.

Q. Was Captain Baldwin inebriated that night?—A. No, sir.

Q. Had he been drinking?—A. He took one drink that I know of. That is all that I know of.

Q. Is Captain Baldwin a constant drinker?—A. I don't know.

Q. This Strauss incident that Mr. Fisher alluded to, was that generally discussed among you officers there that night or the next day?—A. Not that I know of.

Q. You never heard it discussed at all?—A. I heard it mentioned.

Q. Wasn't there any opinion expressed on it?—A. I don't remember of any.

Q. Was Lieutenant Saville at Rainy Mountain at the time that you were there witnessing the annuity issues?—A. Yes, sir.

Q. During that whole time that you were there you never saw Captain Baldwin,

if I understand you correctly, when he was at all under the influence of liquor?—
A. I saw him under the influence of liquor, because I took a drink with him; that is the only means I have of knowing that he was under the influence of liquor.

Q. You have heard no remark made by anyone, brother officer or anyone, that he was drinking upon that occasion?—A. Which one do you refer to?

Q. The one Lieutenant Saville was there.—A. He was at both of them.

Q. Well, either one of them, then?—A. I heard no remark that applied to Major Baldwin any more than the rest of us that associated together.

Q. Was it discussed among you all, brother officers, about Baldwin's drinking there on either one of those occasions?—A. Yes; we discussed it.

Q. If Captain Baldwin was not drinking much, why the occasion for discussing it?—A. I can't answer why other people discussed it, because I don't know.

Q. Was it a fact that Captain Baldwin was drinking considerable whisky at that time?—A. No, sir.

Q. Drinking no more than usual?—A. I am not a judge of what the usual amount of whisky is.

Q. In answer to a question of Mr. Fisher's, as to the time that you saw Major Baldwin prior to the Strauss interview, you stated about a half hour before.

What time of the day or what time of the night did this Strauss interview occur?—
A. As near as I can remember, about 8 or 9 o'clock at night; I am not positive; I know that it was after supper.

Q. You do not know whether it was as late as 11 or 12 o'clock at night?—A. I said I thought it was about 8 or 9 o'clock; no, I do not.

Q. On either of these occasions at Fort Sill subagency did you see Major Baldwin under the influence of liquor?—A. There was no time when it was perceptible to me by his actions or appearances that he was under the influence of liquor on either of these occasions.

J. S. HERRON,

Second Lieutenant, First Cavalry.

Subscribed and sworn to before me this 28th day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of WILLIAM H. OSBORNE, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name, residence, and occupation?—A. William H. Osborne, second lieutenant, First Cavalry, Fort Sill, Okla.

Q. How long have you been stationed at Fort Sill?—A. Since October, 1895.

Q. Are you acquainted with Major Baldwin, the present Indian agent?—A. I am.

Q. How long have you known him?—A. Since November 28, 1895.

Q. Have you been on duty at any time with Major Baldwin when he had been making grass payments or issuing annuities to the Indians under his charge?—A. I was on the winter payment last year, and the winter payment this year, in command of his escort.

Q. Were you present all the time at this agency and at the subagency at Rainy Mountain and the subagency at Fort Sill while those payments were going on?—
A. I was present all the time at Anadarko and Rainy Mountain and every other day at Fort Sill. That is, in 1895. This winter I was not at the subagency at all.

Q. Have you met Major Baldwin frequently at other times on this reservation?—
A. Yes.

Q. Have you ever at any time when you have been in company with Major Baldwin on these grass payments or at other times seen Major Baldwin under the influence of liquor to an extent that it incapacitated him in way from attending to his official business, or to an extent that would attract the ordinary observer?—
A. No.

Q. Was Lieutenant Saville present at either of the payments that you were present at, particularly the payment in December, 1895?—A. He witnessed the payment in December, 1895.

Q. At Rainy Mountain, while that payment was being made, did you see Major Baldwin at any time drunk?—A. No.

Q. Did you frequently see him there during the time the payment was going on and the issues made?—A. Yes.

Q. Did you see much of him after supper and at night in camp?—A. I don't remember.

Q. Do you remember anything about an interview that occurred between Major Baldwin and Mr. Strauss at the subagency at Sill late in December, 1895?—A. Yes.

- Q. Was you present at any interview of that kind?—A. Yes.
- Q. Who were the other parties present at the interview, if you recollect?—A. Mr. Burton, and, I think, Dr. Wallin.
- Q. Was Major Baldwin drunk on that occasion?—A. No.
- Q. Was he under the influence of liquor, so that it was perfectly apparent to anybody that was present?—A. I don't know.
- Q. Was there anything in his actions or in his conversation that indicated that he was drunk?—A. Not to me.
- Q. Do you know whether he had taken a drink just before that interview occurred?—A. Yes; with me.
- Q. Did you know Mr. Greene, the official stenographer of this agency at that time?—A. I did.
- Q. Was Mr. Greene present?—A. I don't remember.
- Q. Did you know a Mr. Dietrich that was clerking for Strauss at the time?—A. No.
- Q. Do you know whether he was present or not?—A. I don't think he was.
- Q. Well, do you know whether Major Baldwin had two interviews with Strauss at that time?—A. I don't know it.
- Q. Have you had many business transactions with Major Baldwin since you have known him?—A. No.
- Q. Well, have you had any business transactions with him, transacted any business of any kind, or had business interviews with him?—A. Yes.
- Q. Have they been frequent or not?—A. Only on occasions when I was on duty with him.
- Q. How have you found Major Baldwin in those matters; reliable or unreliable?—A. Perfectly reliable.
- Q. How has he been as to being agreeable or disagreeable to do business with?—A. He has always been agreeable.

By the INSPECTOR:

- Q. Do you know whether Major Baldwin's capacity of standing up under liquor than the average gentleman that you associate with?—A. No; I don't know.
- Q. From your observation and experience with him, has he great capacity for standing considerable drink without showing the effects?—A. No.
- Q. He hasn't?—A. Not a great capacity.
- Q. Then I would understand from your answer that one or two drinks would affect Major Baldwin?—A. I didn't mean that answer in that way. I didn't mean it to be understood that way. I think he can drink about as much as I can, and I don't think I have a great capacity.
- Q. Is Major Baldwin a constant drinker?—A. I don't know.
- Q. The occasions of your meetings with Captain Baldwin, are they frequent?—A. Quite frequent.
- Q. You stated to Mr. Fisher that you were present at the Strauss interview in Baldwin's tent down at Fort Sill. Will you please state, as near as you can, what occurred at that interview between Strauss and Major Baldwin?—A. Yes. I was sitting in Major Baldwin's tent; Dr. Wallin was there. I got up to go. Major Baldwin asked me to please remain, that he had sent for Mr. Strauss and wanted me to be there during the interview. I remained. Very soon Mr. Strauss came in. He told Mr. Strauss to take a chair; that he had sent for Mr. Burton, who would be there in a minute, and Mr. Burton came in. Major Baldwin said to him: "Mr. Burton, tell me what you told me, in Mr. Strauss's presence." From that on I don't remember the exact conversation.
- Q. From what you heard and what you remember as being said by Strauss and Baldwin, was Baldwin's language to Strauss harsh?—A. No; it seemed to me to be a reprimand for something Mr. Strauss had done.
- Q. Was the reprimand in severe language, what you call in military parlance "cussing out"?—A. Well, it was severe in this way: He told Mr. Strauss that he was using underhanded methods to prevent him from carrying out his plans, behind his back.
- Q. Did he call him an outlaw or curse him?—A. I don't think he did.
- Q. Did Strauss's conduct or speech toward Baldwin that night in your presence justify any attack upon him?—A. His manner was aggravating.
- Q. What was his speech?—A. He denied the charge that Mr. Burton had made and said it was a lie.
- Q. Said the charge was a lie?—A. Yes.
- Q. What hour of the night was this interview?—A. I don't remember.
- Q. Was it as late as 11 o'clock?—A. No.
- Q. Was Lieutenant Saville present that night?—A. No.

Q. Do you know whether Baldwin had another interview before or after that in his tent or not, after night?—A. No.

Q. You never heard there was another one?—A. Yes.

WM. H. OSBORNE,
Second Lieutenant, First Cavalry.

Subscribed and sworn to before me this 28th day of December, 1896.

P. MCCORMICK, *Inspector.*

Examination adjourned until 9 a. m. December 29, 1896.

Hearing resumed pursuant to adjournment to this hour, 9 a. m., December 29, 1896.

Testimony of GEORGE MADERA, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name, residence, and occupation?—A. George Madera is my name; I am stationed at Fort Sill; I am inspector of the Cattle Raisers' Association of Texas.

Q. How long have you resided at Fort Sill?—A. The last time I moved to Fort Sill, it has been three years next April since I left here the last time.

Q. How long have you resided on this Indian reservation?—A. I have been here eleven years.

Q. How long have you known Major Baldwin, the present agent?—A. Since he came here as agent. It has been two years this last fall.

Q. Since Major Baldwin has been agent have you been engaged in buying any cattle from Indians?—A. Yes, sir.

Q. When was that?—A. Well, just after I was discharged two years ago in this month. I bought a few cattle that winter. That is two years ago this winter.

Q. Was that before or after Major Baldwin issued an order inhibiting Indians from selling or white men from purchasing cattle, steer cattle under 3 years old, and any others but barren cows?—A. That was before he issued the order.

Q. Did you buy any after that order was made?—A. Yes, sir.

Q. What kind of cattle were you buying before that order was issued?—Yearling steers.

Q. How long had you been engaged in buying cattle from the Indians?—A. Only since I was discharged by Major Baldwin.

Q. Were there any restrictions on this reservation during the time that you have lived on it as to white men buying cattle from Indians prior to the issuance of that general order by Major Baldwin?—A. None that I recollect of.

Q. What kind of cattle did you buy after the issuance of that general order?—A. Barren cows, old cows; yes; some young cows, cows that didn't have calves.

Q. Did you buy any steers?—A. I bought one steer, is all.

Q. What kind of a steer?—A. He was a steer year old past, coming four the next spring.

Q. Was there any inspection of the cattle that you bought?—A. Yes, sir.

Q. Who inspected them?—A. Why, the yearling, steer yearlings, Mr. Daniel inspected them; but the barren cattle, Mr. Burton inspected them.

Q. What Daniel do you refer to?—A. This Government man here with one arm, I don't know his name; I don't know what Daniel it is.

Q. How came he to inspect the yearlings?—A. Why, I don't know as I know. Mr. Cox was buying yearlings at the same time, and Mr. Cox was ordered after we had got them nearly all together to stop buying, and at that time Mr. Daniel came out with the order, and I am pretty sure he saw all of them that time. I don't know that he was ordered to inspect them, but he was there at the time.

Q. Well, did he inspect them?—A. I couldn't say that he did. He saw the cattle. I couldn't say whether you call it inspecting them or not.

Q. Did you go right on then buying barren cows?—A. No, sir.

Q. How long did you then cease buying cattle?—A. That was, I think, along about the first days of April, and I commenced buying barren cattle the 1st of August.

Q. Did you regard that issuance of the general order preventing the Indians from selling their young cattle a benefit to the Indians or not?—A. Yes, sir.

Q. How long have you been in the cattle business?—A. I have been handling cattle, excepting what time I worked for the Government, for thirty years.

Q. How long did you work for the Government?—A. Over eight years—something over eight years.

Q. On this reservation all the time?—A. Yes, sir.

Q. Has Major Baldwin inaugurated any improvement here and reforms in the management of the Indians for their improvement since he came here that did not exist prior to his coming here?—A. He has; yes, sir.

Q. State what he has done; that is, that is within your knowledge.—A. Well, there was some improvement made in the way of building houses before he come here; the Indians had some houses. He has had a good many houses built and more farms opened up since he has been here than there ever was before. He has kept his farmers, his men, out among the Indians more while I was here. After issue days he will send the Indians home to their places; before that they would loaf about the agency at Fort Sill for a week or ten days after the issue. I guess that is about all that I know that he has done for the Indians.

Q. What has he done, if anything, that was not done prior to his coming here, in the way of protecting the Indians in their property rights, cattle interests, etc.?—A. He has stopped the Indians from selling off their young cattle; that is, to a certain extent; that is, they haven't sold near so many of cows and calves and heifers, and he taken their grass money, out of their grass money, a part of their grass money, and bought them some young stock; that is about all, I think.

Q. Were any of these things that you have mentioned done by any former agent since you have been on the reservation?—A. There was cattle bought and give the Indians, yes, sir, by Captain Hall, a former agent here, and there was houses built before Major Baldwin came here.

Q. What kind of cattle and how many were purchased under Captain Hall when he was here?—A. They was 1 and 2 year old heifers; I don't know how many.

Q. Do you remember the amount of money expended for them?—A. No, sir; I don't know anything about that.

By the INSPECTOR:

Q. You state that you have been here for eight years; has the process of improvement among the Indians been gradual from the time you came up to the present period?—A. I don't think it has; Captain Hall got the Indians interested in farming, but I think it died back; I think there was one time when I was the only Indian farmer on the reservation, and one man you know couldn't do a great deal about farming, but still there was farming going on all the time; I would call it about a standstill for a while here.

Q. The plan of districting the reservation and building subissue houses, was that started by Captain Brown?—A. I think it was, and finished out by Lieutenant Nichols.

Q. Did you have a permit to buy cattle, the second time?—A. Not the first time; the second time I bought cattle from Rice & Quinette, traders at Fort Sill.

Q. Was that under a permit?—A. They said it was; they told me they had made arrangements so they could buy cattle.

Q. Who else purchased cattle under those kind of permits?—A. Mr. Cox bought cattle.

Q. Who else; did Paschall?—A. Why, my understanding was that Cox was buying them for Paschall.

Q. Do you know of any other men who had permission to buy them but the ones just mentioned?—A. No, sir; I don't know of any others.

Q. Do you know whether Bud or Boone Chandler were stopped from buying cattle?—A. Yes, sir; Bud Chandler. There was some cattle taken away from him at Fort Sill, and he told me they had stopped him. That is what he said.

Q. What was done with the cattle that were taken away from him?—A. He told me they were given back to the Indians; I never saw them; don't know what was done with them.

Q. Was Bud Chandler an Indian?—A. Half-breed; yes, sir.

Q. Then, as far as you know, the only firms that were allowed to buy cattle, or that did buy them, was the firm of Quinette & Rice, and Paschall?—A. Yes, sir; them were the two firms down there.

Q. Both Indian traders?—A. Yes, sir.

Q. Have you seen Major Baldwin frequently since he has been agent?—A. I have seen him a good many times; yes, sir, when he come to Sill.

Q. Have you ever seen him under the influence of liquor?—A. I don't know, sir; I couldn't answer that question; I couldn't tell if he was. When I seen him, I didn't notice whether he had been drinking or not.

Q. Is he a drinking man?—A. I have heard he was; I never seen him drink.

Q. You have never seen him when he had any liquor on board?—A. I couldn't say that he had or hadn't; I never noticed; I didn't notice; I never took him to be a drunken man; I never paid no attention to him.

By Mr. MONICAL:

Q. How many farms do you know of that have been opened up by Major Baldwin?—A. I don't know, sir; I never paid much attention to them.

Q. Just approximate them.—A. I haven't seen half that he has opened up, I don't reckon.

Q. Then, if you haven't seen them, you don't know that he has opened them up?—A. All that I have seen I know, sir.

Q. I want to know about how many you have seen?—A. I couldn't say; I will say that I have seen twelve or fifteen; I know that.

Q. Did you see any of the cattle delivered by John Light which was bought for the Indians?—A. No, sir; if I seen any of them it was after they were delivered to the Indians, and I wouldn't know whether they got them of Light or not.

By Mr. FISHER:

Q. You stated to the inspector that the Indians here were about on a standstill for a while?—A. Yes, sir.

Q. When was that?—A. That was between the times that Captain Hall was here and Agent Day, I think. While Mr. White was here they was at work—I don't hardly know how to state it—there was a while here they wasn't at work. I tell you what I do know, when Major Adams was here they wasn't doing anything.

Q. When were these subagencies at Rainy Mountain and among the Wichitas and Caddos over here first put in operation? When did they first begin to make issues over there?—A. Making issues since Major Baldwin came here.

Q. How many cattle has Mr. Quinette at the present time, if you know?—A. I don't know; I don't know anything about his cattle, only that he has some cattle there; how many I don't know.

Q. Where do his cattle range?—A. On the military reservation, Fort Sill.

Q. Are any of them held or ranged on this Indian reservation that you know of?—A. No, sir; they are held on the military reservation. They may once in a while graze over, but he has men and they are drove back; keeps them back as best they can.

Q. Do you know of your own knowledge what kind of cattle Bud Chandler was buying at the time he was stopped?—A. No, sir; I do not.

By the INSPECTOR:

Q. Under what agent did you commence here?—A. Captain Hall.

Q. Did these Indians make any progress under Hall?—A. Yes, sir.

Q. Who succeeded Hall?—A. Major White.

Q. How long was Inspector White in charge of the agency?—A. About a year, I think; somewhere along there.

Q. Did these Indians make any progress under his administration?—A. Yes, sir; they worked right along while Major White was here.

Q. Is it not true that Major White is the man who broke up the medicine dances among these Indians, if they ever were broke up?—A. Captain Hall broke up the first one, I think, if I remember right. Now, hold on; I may be wrong; it has been so long; there was a medicine dance while they were investigating Captain Hall; if I ain't mistaken, I think Major White was the man that started to break it up.

Q. Were these Indians made to work any under White's administration?—A. Yes, sir.

Q. Who succeeded Major White?—A. Mr. Myers.

Q. Did these Indians make any progress under Myers's administration?—A. I don't think they done anything to amount to much.

Q. Who succeeded Myers?—A. Adams.

Q. Did they make any progress under his administration?—A. No, sir; right there I think they fell back, if anything.

Q. Who succeeded Adams?—A. Day.

Q. When did Day go out of office?—A. Why, after Cleveland was elected a short time. I think in August, afterwards.

Q. Did they make any progress under Day?—A. Very little, sir.

Q. Did these Indians sell more agricultural products, such as corn, etc., seven and eight years ago than they do to-day?—A. Yes, sir; they did. There was one year here, I don't remember which, seven or eight years ago they sold a whole lot of corn here in the agency.

Q. Were they doing considerable farming then when they did that?—A. Well, what few that had in farms done very well; there wasn't very many that had farms.

Q. There wasn't near as many farms, yet they sold more agricultural products?—A. Yes, sir. The reason for part of that was that there was two or three years we had good farming years, good deal of rain, but for the last three or four years it has been very dry.

GEO. MADERA.

Subscribed and sworn to before me this 29th day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of GEORGE M. PASCHALL, witness for the defense.

Direct examination by Mr. FISHER:

Q. State your name, residence, and occupation.—A. George M. Paschal; Fort Sill, Okla.; Indian trader.

Q. How long have you been an Indian trader on this reservation?—A. I have been here since the spring of 1887.

Q. Where is your store located; at the subagency at Fort Sill?—A. Near the subagency; yes, sir.

Q. How long have you been buying cattle from Indians on this reservation?—A. I never have bought any cattle except during one summer.

Q. When was that?—A. That was this summer a year ago.

Q. What kind of cattle did you buy?—A. I bought some fat cows and a few steers.

Q. Did you buy anything but 3-year-old and up steers and barren cows?—A. No, sir; I did not.

Q. Were those cattle inspected?—A. Yes, sir.

Q. Who by?—A. By Mr. Daniel.

Q. He was the subagent, Fort Sill, at the time?—A. Yes, sir.

Q. Was that subsequent to a general order issued by Major Baldwin?—A. Major Baldwin gave me permission to buy them; I don't know whether it was a general order or not.

Q. Was that a special privilege granted to you, or was it also granted to other traders on the reservation?—A. I think some of the other traders had the same privilege; that was my understanding. Mr. Quinette, I think, was buying some, and Mr. Craggs told me that he was. They were the only ones that I know of.

Q. Do you know that the others were not granted the same privilege?—A. No, sir; I do not; don't know anything about that.

Q. When the privilege was granted to you, was it granted under any restriction as to class, kind, and age of the cattle?—A. Yes, sir.

Q. What were those restrictions?—A. I was to buy nothing except 3-year-old steers and barren cows.

Q. Did you apply for that privilege, or was it granted without any application?—A. I applied to Major Baldwin for it; asked his permission to buy cattle from the Indians; to buy cattle to ship on the market; fat cattle.

Q. Do you know whether any white man was granted the privilege of buying cattle on here without application to Major Baldwin?—A. I don't know, sir.

Q. Do you know Mr. Strauss?—A. Yes, sir.

Q. He is a trader there at the subagency, like yourself?—A. Yes, sir.

Q. Do you know anything about Mr. Strauss violating any orders or trying to thwart any of the plans of Major Baldwin that he was trying to put in operation here for the benefit of the Indians?—A. I don't know as I do; I don't know anything about Mr. Strauss's business.

Q. How frequently have you seen Major Baldwin since he has been in charge of this agency?—A. I don't know; I have seen him quite often when he was down about Sill; I don't know the number of times.

Q. Have you seen him frequently on other parts of the reservation than at Fort Sill?—A. No, sir; not frequently.

Q. Have you had frequent business transactions and business interviews with him?—A. Why, several; yes, sir; have had several business transactions with him.

Q. At your frequent meetings with him have you ever seen him under the influence of liquor to the extent that it was perceptible to people, or that it in any way incapacitated him from attending to official business?—A. No, sir; I don't think I ever saw him in that condition.

Q. How have you found him in these various business transactions and interviews you have had with him as to reliability or unreliability?—A. Why, he has always been reliable in any transactions that I have had with him; that is, I thought so.

Q. Do you know anything about his purchasing cattle for the Indians?—A. No, sir; nothing at all; I understood he bought some cattle from the Indians; that is all I know about it. I never saw the cattle, and know nothing about the contract.

By the INSPECTOR:

Q. In the purchase of these cattle of Indians for you, did Emmet Cox purchase them for you?—A. Yes, sir.

Q. Who did Medara purchase for?—A. I think he purchased some for Mr. Quinette; that was my understanding.

Q. At that time that Cox was purchasing for you and Medara for Quinette, did you hear of anybody else purchasing cattle?—A. No, sir; I think not.

Q. If a general order or circular had been issued, as alleged by some, allowing the privilege of purchasing cattle from Indians by obtaining a permit from the agent, would it not strike you as strange that no other white men or traders purchased but you and Quinette?—A. Well, I don't know about that. I went to Major Baldwin for the permission that was granted to me.

Q. Did you ever see this general circular prohibiting anyone from buying unless— A. I don't remember of it.

Q. Why did you go to the agent for a permit if you had been buying heretofore without a permit from any agent?—A. I had not; those were the only cattle that I ever have bought since I have been on the reservation—about two carloads of them.

Q. Had it been customary on the reservation to get these permits prior to the time you got yours to buy them?—A. I don't think it had.

Q. Then how came you to go to the agent to get a permit?—A. I think that there had been some restrictions in regard to the Indians selling their cattle. I think they had been selling a good many of their young cattle, and the agent wanted to stop them from selling their young cattle, and I am not sure, but I think probably he issued an order, circular; don't remember. My idea now is that there was a circular issued prohibiting people from buying young cattle, certain class of cattle, from the Indians.

Q. Did you see the circular or anyone else tell you its contents?—A. I don't remember whether the order was probably sent to me; it has been a good while ago; a good many orders coming out in regard to different things.

Q. Did the order prohibit the purchase entirely or just specify the kind of cattle?—A. I don't remember.

Q. You stated, in answer to a question of Mr. Fisher, that you purchased only barren cows and 3-year-old steers and upward. Was there more profit in the purchase of those kind of cattle?—A. Yes, sir; they would bring more money on the market. It would depend on what a man wanted to do with them as to the profit. If he wanted to ship them on the market, there would be more profit. If he was buying them to hold, there would be more profit in buying young cattle.

Q. Unless you had seen this circular spoken of, or had been told by the agent's representative, why did you confine yourself to the purchase alone of barren cows and 3-year-old steers?—A. Why, I don't remember just how it was, whether I was told by the agent or whether I was informed by circular letter, but I know that there was a restriction on buying Indian cattle, and for that reason I went to Major Baldwin for permission to buy the cattle that I bought.

Q. Wasn't Boone Chandler, a half-breed Indian, engaged in the purchase of cattle at the same time?—A. I think so; yes, sir; Bud Chandler.

Q. Was he prohibited from buying?—A. That was my understanding; yes, sir. I understood that he was buying all classes of cattle, heifers, yearlings, grown cattle, or anything he come to, and he was prohibited from buying. I didn't see any of the cattle.

Q. Does Mr. Burton, the subagent, turn over to you the checks of the policemen at Fort Sill subagency?—A. No, sir; he does not, with one exception. There was one of the police at the end of last quarter that was taken sick; had a stroke of paralysis, and had gone off for treatment; had been gone some time after the end of the quarter, and came in my place; wanted some money; Mr. Burton was away; asked me to advance him some money on his check, and asked me to request Mr. Burton to turn the check over to me when he came in.

Q. Does Mr. Burton assist you in any way in the collection of your debts on Indians?—A. No, sir; he does not.

Q. Mr. Paschal, is Captain Baldwin a drinking man?—A. I presume he is; yes, sir.

Q. Did you ever see him under the influence at all of liquor?—A. I have seen Captain Baldwin when I thought he was drinking. I never saw him drunk.

Q. Did you ever see him at Fort Sill when you didn't think he was drinking?—A. Yes, sir; I think I have.

Q. How often?—A. Why, I couldn't say; I haven't seen him there very often.

By Mr. FISHER:

Q. Has Major Baldwin ever tried to aid you in collecting your debts against the Indians?—A. No, sir; he has not.

Q. Has Major Baldwin ever granted you any special privileges that he has not granted to other people?—A. I think not; I don't know of any; I never asked him for any. All that I want is an equal show with the rest; don't ask any favors.

Q. What was the purpose of the inspection of your cattle that was bought that was made by Mr. Daniel, who was then subagent at Fort Sill?—A. To see whether I bought the class of cattle I had permission to buy.

Q. Has there ever been any arrangement made between you and Major Baldwin in which you was to cash wood receipts where they delivered wood to the school?—A. No, sir. There was some duebills issued to the Indians for the wood delivered at the school; the Indians brought some of those duebills in and I refused to cash them; they told them that they were getting them cashed at Mr. Quinette's; later on Mr. Burton told me that Major Baldwin said that if I choose to cash those duebills that he would pay me the money, refund the money to me. I took up about \$75 of them.

Q. And that is all the communication you have had with Major Baldwin or the subagent in regard to the wood?—A. I spoke to Major Baldwin after I had taken them up; he told me that he would pay me the money on them, which he did.

Q. How many times have you seen Major Baldwin when you thought he was drinking?—A. I never saw Major Baldwin but once when I thought he had drank enough that he showed it. I saw him once when I thought he had a little too much whisky.

By the INSPECTOR:

Q. Besides wood orders, do you receive any beef orders?—A. Yes, sir.

Q. Are these orders given, written to you to pay the Indian, or just pay to bearer, given to anybody?—A. I think the first issue the orders were given on me; I think the second issue that they were made in the form of a duebill.

Q. Weren't the Indians instructed to carry them to you or Quinette?—A. I think so; yes, sir; Major Baldwin asked me if I would take up part of the orders; that he was anxious for the Indians to get their money, and that it would be an accommodation to him.

Q. Did I understand you to say that they stopped coming to you for a while and went to Quinette altogether?—A. No, sir.

Q. You and Quinette cash them, the beef and wood orders?—A. Yes, sir.

Q. Does not that give you and Quinette an advantage over other traders?—A. Why, I suppose it would; yes, sir.

Q. Were you present at a council held in Major Baldwin's house with the traders to outline a credit system among the Indians?—A. Yes, sir.

Q. Did you agree to the policy as outlined that night?—A. No, sir.

Q. Who opposed it?—A. The only man, I think, there that opposed it openly was Mr. Brown. I did not express myself that night either way, that night.

Q. Didn't you get up and state, you and Quinette also, that Brown had covered the ground, and you indorsed what he had said?—A. I don't think I said anything of that kind.

Q. What did you say?—A. I had very little to say in regard to it at all; I don't remember; I said a very little.

Q. Did you say enough to show that you opposed it and indorsed the position as taken by Brown against it?—A. I don't think so.

Q. Did you say enough to show that you favored it?—A. I don't think I did; as I said, I didn't express myself.

Q. You say you said very little; what little did you say?—A. I don't remember what I did say. The questions were discussed.

Q. Did you say enough to show your opposition?—A. I don't think I did.

Q. How did you oppose it then?—A. I was not in favor of the way they proposed to run the thing that night—the way Major Baldwin said they wanted to run it; but after studying the matter over I was in favor of the credit system; thought it would be a good thing, and would have willingly gone into it.

By Mr. FISHER:

Q. You say that subsequently you became satisfied that it would be a good plan; did you become satisfied that it would be a good plan by reason of the fact that you and Major Baldwin had any understanding by which you would be favored?—A. No, sir.

Q. What effect upon your business as a trader has the appropriation of \$50,000 of the Indians to buy cattle and the collecting or receiving of money from the Indians to buy houses with and the appropriation on the part of the Indians of \$25,000 toward building a school at Mount Scott had?—A. I couldn't say, I don't believe.

Q. Well, has it had any perceptible effect as to your collections from Indians?—A. It would be hard to say what effect it has had.

Q. Has your collections from Indians with whom you are running accounts been much less since these appropriations have been made and since this money has been paid in, if any?—A. The payments haven't been cut down yet since the appropriation for the school, as I understand; we got the full payment the last time, the same as we have been getting.

Q. Have they been cut down since the appropriation to buy cattle?—A. Why, I think they have been getting the regular payment, \$14.25.

Q. Now, isn't it true that your collections since those appropriations have been made have been about the same as they were before they were made?—A. Yes; I don't see much difference in my collections.

By the INSPECTOR:

Q. Instead of the \$14.25 payment which was made this month, how would your collections have been if it had been the \$9 payment, as proposed?—A. It would have been a great deal smaller.

Q. Wasn't it understood that there was to be a \$9 payment, instead of the \$14.25?—A. That was what I understood.

Q. If these appropriations spoken of by Mr. Fisher for school and cattle had not been made and the Indians had been paid a large payment, would they have been nearer out of debt to the traders than they are at present?—A. I think so.

GEO. M. PASCHAL.

Subscribed and sworn to before me this 29th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of E. F. BURTON, witness for the defense.

Direct examination by Mr. FISHER:

Q. State your name, residence, and occupation.—A. My name is E. F. Burton; I temporarily reside at Fort Sill, Okla.; am storekeeper and issue clerk.

Q. Are you one of the employees of this Indian agency?—A. I am.

Q. Well, when you say that you are storekeeper and issue clerk, you mean of this agency?—A. Yes, sir; I have charge of the commissary at Fort Sill subissue station.

Q. How long have you been an employee on this reservation?—A. Since the 1st day of November, 1893; about that date.

Q. How long have you known Major Baldwin, the agent?—A. I have known him since December, 1894.

Q. How many times have you met him and had official business with him since that time?—A. I worked in the agency office as assistant clerk eight months after Major Baldwin came here, and since that time I have been at Fort Sill. During the time that I was working in the office I saw him almost every day. Since that time I suppose I have seen him on an average of a half a dozen times a month for a day or two at a time on his visits to Fort Sill.

Q. Have you ever seen him under the influence of liquor to the extent that it was perceptible to anybody that looked at him— A. No, sir; I think not.

Q. Or that in any way incapacitated him from doing business?—A. I never did.

Q. How have you found him in his business transactions and the various business interviews that you have had with him, reliable or unreliable?—A. I have found him reliable.

Q. How have you found him to do business with—has he been agreeable or disagreeable?—A. I have found him very agreeable.

Q. Were you present at the grass payment and issue made in the latter part of December and the first of January, 1896, at Fort Sill?—A. I was present; yes, sir.

Q. Were you present during the entire time that payment and issue was going on?—A. The payment was made there in the commissary within 100 yards of my house, and I was there every day, several times every day, and took part in the annuity issue and the goings on in connection with it.

Q. How frequently did you see and converse with Major Baldwin during the time that payment and issue was going on?—A. I think I saw him on an average of a dozen times a day.

Q. Did you see him at any time after supper or during the evening at night-time?—A. Yes, sir. I would see him during the evening after supper; very often after supper.

Q. Well, at any of those meetings during that time did you see him intoxicated or in any way under the influence of liquor?—A. I have answered heretofore that I never saw him intoxicated at any time.

Q. Do you know Mr. Strauss, an Indian trader, that is doing business at that subagency there?—A. Yes, sir. I have known Mr. Strauss ever since I have been on the reservation, a little while after I came here.

Q. Were you present at any interview or interviews that occurred between Major Baldwin and Mr. Strauss while that payment was going on?—A. I was present at one interview during that payment in Major Baldwin's tent after supper, when Mr. Strauss was present.

- Q. Do you remember the date of that interview?—A. I do not, exactly; no, sir.
- Q. About what date was it and what day of the week?—A. It was during that payment; I don't remember the date, nor don't remember the day of the week.
- Q. Well, was you present at more than one interview on different nights?—A. I was not when Mr. Strauss was present. I remember it was the day before Mr. Strauss's store was closed during that payment.
- Q. Who were the other parties that were present at that interview?—A. Mr. Strauss and his clerk, Charley Dietrich; Dr. Wallin, farmer on the reservation, and I think Lieutenant Osborne, who had charge of the troops who were guarding the funds, and Major Baldwin and myself. Don't think anybody else was present that I know of.
- Q. Was Lieutenant Saville present?—A. I don't think he was. That is my recollection about it—that he was not there.
- Q. Was Mr. Greene, the stenographer, there?—A. Yes, sir; he was there. I had forgotten him. I remember very distinctly now.
- Q. Did Mr. Greene take down in shorthand the conversation that occurred there between Major Baldwin, Mr. Strauss, and yourself?—A. He was directed by Major Baldwin to do so, and was engaged writing, and I saw afterwards a typewritten report of the proceedings, either in Mr. Greene's position or Major Baldwin's, I don't recollect, said to be a report of the proceedings.
- Q. (Here witness is shown a typewritten document consisting of 16 pages.) Will you please state where you first saw that document?—A. I first saw that document in the room, the house that I live in at Fort Sill.
- Q. When?—A. Well, it was the next day or a day or two after that interview occurred. I take it that is the same paper; that is the one I have seen since I have been here. I take it that that is a report of the proceedings.
- Q. In whose room did you first see that paper at your house?—A. A room occupied by Major Baldwin and Mr. Greene. Occupied during the day by Major Baldwin and Mr. Greene at night. Mr. Greene was the typewriter—stenographer.
- Q. Have you read this paper?—A. I read a paper—I take that to be the paper—a few days ago.
- Q. Who gave you the paper to read?—A. You gave me the paper.
- Q. Does that paper contain a correct report of the conversation that occurred that night at Major Baldwin's tent between Major Baldwin, Mr. Strauss, Mr. Dietrich, and yourself?—A. If that is the paper you gave me to read, it does.
- Q. Will you please examine the paper and see if that is the paper that I gave you to read, and if that is the one that you saw in Mr. Greene's room at the Fort Sill subagency?—A. I think it is the same paper.
- Q. Now that you have examined it, does that contain a correct report of those conversations between Major Baldwin, Mr. Strauss, Mr. Dietrich, and yourself on that night?—A. Yes, sir; I think it does.
- (Counsel for Baldwin now offer the paper in evidence and ask that it be marked Exhibit Q.)
- Q. Was Major Baldwin drunk that night in the tent?—A. No, sir; I think not.
- Q. Was there any other language used towards Mr. Strauss by Major Baldwin on that night except that contained in Exhibit Q?—A. No, sir. I think that is a correct report of all that was said and done.
- Q. Have you inspected any cattle purchased by Indian traders or other white men from Indians since you have been in charge of the subagency at Sill?—A. Yes; I inspected some cattle bought by Emmet Cox, who claimed that he was buying for George Paschall, an Indian trader. I inspected some cattle bought by George Medara, who claimed that he was buying them for Rice & Quinette, Indian traders at Fort Sill Reservation.
- Q. Have you inspected any other bunches of cattle since you have been in charge of that subagency?—A. Yes; I inspected a small lot of cattle bought by John Quarles. They were bought before I went there; but he shipped them out after I went there, and I went with him and inspected them.
- Q. Why did you inspect them?—A. I was instructed by Major Baldwin to see that cattle of a certain class were not sold by Indians. Barren cows and 3-year-old steers were the class permitted to be sold. That is my recollection about it. That has been over a year ago since that has happened.
- Q. Do you know what the cause of the interview was between Strauss and Major Baldwin, what brought it about?—A. No, sir; I do not. I know this: I know that Major Baldwin called on me for a report as to Mr. Strauss's conduct down there as an Indian trader, and I did give him a written report. That is the extent of my knowledge about it.
- Q. Do you know where that report is now?—A. I do not, sir, unless it was forwarded to the Commissioner of Indian Affairs. My impression is that it was.
- Q. Has Mr. Daniel been in charge of the commissary department at Anadarko

department here since you have been in charge of the subagency at Fort Sill?—A. Yes, sir; I think he has. He has been here.

Q. Has there been any shortages in the delivery of freight at the subagency since you have been in charge of it?—A. I can't say that there has been any shortage; I have made some requisitions that haven't been filled.

Q. Has the freight brought there by freighters from this commissary always checked out with the bills held by the freighter from the commissary here?—A. Why, I don't suppose it has; I suppose there has been some few discrepancies. I can't recall any particular instance now where that has been the case.

Q. Do you remember of any instance where the freight has not checked out with the bills?—A. I can't recall any.

Q. Do you remember when General Miles was here on the reservation?—A. Yes, sir; I was out at his camp, out to see Major Baldwin, in his camp.

Q. When was that?—A. Must have been a couple of months ago; I don't remember exact date.

Q. Has there been any forage or grain returned to the subagency at Fort Sill under which you have charge, by the quartermaster at Fort Sill?—A. When Major Baldwin was over there last he gave me some orders on the quartermaster for grain and on the post butcher for meat. I went to see the quartermaster and he was out of his office; I got a statement from the butcher, the amount of beef that was due, and turned it over to the superintendent of the Fort Sill School, as Major Baldwin instructed me. Major Baldwin instructed me when he gave me those orders to have a settlement with the quartermaster and post butcher. I haven't seen the quartermaster since receiving those instructions. I have the orders in my possession.

Q. Do you know how many cattle Mr. Quinette has, trader at Fort Sill?—A. No, sir; I do not.

Q. Has he any cattle ranging on this Indian reservation?—A. None that I know of.

Q. Do you know whether he has any cattle near Fort Sill?—A. Yes, sir; I know that he has some cattle—milch cows—and quite a herd of cattle. I know his brand, or what is said to be his brand.

Q. Where are those cattle held, if you know?—A. Held on the military reservation.

Q. What instructions, if any, have you received from Major Baldwin in regard to Mr. Quinette's cattle?—A. Well, he has told me to keep them off the Indian reservation. A year ago, perhaps, there was some complaint made about Mr. Quinette's cattle being on the reservation, and I spoke to Major Baldwin about it, and he told me to keep them off the Indian reservation. There has been no complaint since; at least I have heard of none. Told me to keep them off the Indian reservation.

Q. When wood is sold to the Government by the Indians at the school there at Fort Sill, how are they paid for that wood?—A. Well, they were paid this year by due bills given by Mr. Cox, the superintendent of the school, and those due bills were cashed by the traders over there.

Q. Have you ever received any instructions from Major Baldwin as to those due bills?—A. Yes, sir.

Q. What were those instructions?—A. That either Mr. Paschall or Mr. Quinette would cash them, or could cash them, and if they did cash them he would pay them for them—take them up.

Q. Have they been addressed directly to Mr. Paschall or Mr. Quinette within the past year?—A. I don't remember exactly about those orders for wood, whether they were or not.

By the INSPECTOR:

Q. What are your relations with Mr. Paschall, Mr. Burton? How are you socially?—A. Very friendly at present.

Q. What are your relations with Mr. Strauss?—A. Well, I haven't any social relations with Mr. Strauss. I have some business relations with him. I buy things of him sometimes.

Q. Besides wood orders given to Indians, are there not also beef orders?—A. Yes, sir.

Q. You state that the Indians are given a due bill for these. Are they not told to carry those due bills to Paschall or Quinette?—A. Yes, sir; and get their money on them.

Q. There being more traders on the reservation than Paschall and Quinette, why should they be especially designated to cash those orders?—A. I understood that that arrangement was made to accommodate the Indians there, to save them the trouble of coming to Anadarko for pay for these matters.

Q. Couldn't Strauss cash them as well as either one of those. He is not at Anadarko.—A. I suppose he could, if Major Baldwin had made arrangements with him to do so. I never talked to him at all on the subject.

Q. Have you ever tried in any manner to influence the Indians to deal with Paschall or Quinette in preference to other traders?—A. No, sir; I never have.

Q. Giving these orders or due bills on Paschall and Quinette, does not that give them an advantage in the collection of their debts over other traders?—A. I don't know, sir, that it would; it might. Anybody else would be as good a judge of that as I am. I am inclined to think it would.

Q. You stated, in answer to a question of Mr. Fisher, that you had made requisitions that had not been filled. Who do those requisitions go to?—A. Go to Major Baldwin.

Q. If they were not filled, you do not know, then, whether it is the agent's fault, storekeeper's, or whose?—A. It might not have been nobody's fault.

Q. The forage and beef purchased for General Miles was done in what month—I mean, loaned to General Miles?—A. I don't know the month.

Q. Don't you know when General Miles was here?—A. No, sir; I don't.

Q. Do you know whether he was here in September or October?—A. I think it was October; I won't be sure about it. I think it has been about two months ago.

Q. The orders on the quartermaster at Fort Sill were given to you, then, as I understand, this month, when the lease payment was made?—A. Yes, sir; with some other orders.

Q. Did you ever see a circular or order prohibiting anyone buying cattle on this reservation except they received a permit to do so?—A. I think I saw a circular of that kind; don't remember now whether I did or not; I heard some talk of it.

Q. Don't you act as subagent at Fort Sill?—A. Yes, sir.

Q. If a circular or order of that character emanated from this office, would it not be sent to you?—A. If one was published it was before I left here, and Major Baldwin's orders to me were verbal; he told me to permit anybody to buy cattle of a certain class, 3-year-old steers and barren cows.

Q. Did you let that be generally known?—A. I didn't publish it; I didn't advertise it. After I went there I think it was generally known down there.

Q. Did you let anyone know that you had orders of that character?—A. I remember that man Quarles; I asked him why he wasn't buying cattle, and told him my orders.

Q. Did you tell any others?—A. I have no recollection of telling any others.

Q. Did any others buy but Paschall and Quinette?—A. I think not; there wasn't but a very few bought by anybody after I went there.

Q. Do you not make it a matter of record all orders received by your office from this office?—A. Yes, sir. I would like to state that this matter was already settled before I went there, and there might have been orders before that, but I don't remember of ever seeing them.

Q. Do many people pass through from Duncan to your place?—A. Yes, sir.

Q. Do they stop over night?—A. Not over at the agency.

Q. Do they stop in the middle of the day and see you?—A. Sometimes they do; yes, sir.

Q. Do they feed their teams in the Government stable?—A. No, sir.

Q. Do you collect much money for stock passing through this reservation?—A. I collected a good deal during the past quarter, \$192.80.

Q. What do you charge per head.—A. Ten cents.

Q. Is that the amount collected on horses and cattle per head?—A. Yes, sir.

Q. Did you collect this \$192.80 all in this one quarter, or was some of it carried over from other quarters?—A. All collected this last quarter.

Q. Who hauls your freight from the railroad to your place?—A. Indians.

Q. Who hauls the bulk of it; what particular one?—A. An ox team that belongs to three Indians and Emmet Cox's wife's team.

Q. They haul the bulk of it?—A. I suppose they do; yes, sir.

Q. Who is Emmet Cox's wife; whose daughter?—A. Quanah Parker's.

Q. Is Quanah Parker in the pay of the cattlemen in their pastures down in that country?—A. I don't know whether he is or not.

Q. You stated to Mr. Fisher that you had never seen Major Baldwin intoxicated. I wish you would tell me what you mean by intoxicated.—A. I never saw him when he was incapacitated for doing business; I never saw him when his tongue was thick and when he couldn't remember well.

Q. Have you ever seen him under the influence of liquor?—A. I don't know that I ever saw him under the influence of liquor; I have seen him when I knew he had a drink of whisky.

Q. How did you know it?—A. I have seen him take a drink.

Q. Ever see him take but one?—A. I have seen him take more than one drink; I don't remember.

Q. Isn't Major Baldwin what is called a constant drinker—drinks a little every day?—A. I don't think he is; don't think he drinks every day.

Q. Had Major Baldwin had any liquor the night of that interview spoken of to Mr. Fisher with Strauss?—A. Not that I know of.

Q. Hadn't seen him drink any?—A. Not that I have any recollection of.

Q. Was there any rough language used by Major Baldwin toward Strauss that night?—A. That paper reports all the language that was used, and the roughest language that was used.

Q. Did he curse him?—A. I don't think he did.

Q. Was that paper written at Fort Sill during Mr. Greene's stay there?—A. I think so; I saw that paper or one like it in his room a few days afterwards.

Q. Is there a type machine there?—A. Yes, sir; Mr. Greene had his typewriter with him from the office here.

Q. Did you ever hear after this interview of Greene saying that his notes of that interview had been stolen or lost?—A. No, sir.

E. F. BURTON.

Subscribed and sworn to before me this 29th day of December, 1896.

P. McCORMICK, *Inspector*.

Recess until 1 p. m. Hearing resumed at 1 p. m.

Testimony of S. E. STILWELL, witness for the defense.

Direct examination by Mr. FISHER:

Q. State your name, residence, and occupation.—A. S. E. Stilwell; Anadarko is my residence; United States district court commissioner.

Q. How long have you resided on this reservation?—A. I have been residing on this reservation, with the exception of one or two times I was off somewhere else, since 1871.

Q. How long have you been United States commissioner?—A. A year and a half, or over.

Q. What other official positions, if any, have you held?—A. I was deputy United States marshal for a good many years; police judge of El Reno for two terms.

Q. How long have you been living on this reservation since you came to it last?—A. A year last April.

Q. Have you at any time since you have been on the reservation been appointed cattle inspector?—A. I was.

Q. By whom?—A. Maj. Frank D. Baldwin.

Q. When was this appointment made?—A. The first part of last April, I think.

Q. Have you ever been engaged in the cattle business?—A. I have.

Q. For how many years, and to what extent?—A. About seven years in all that I was directly engaged in the cattle business.

Q. Well, what were you doing?—A. I took a couple of herds up the trail along in 1872, from Texas to Kansas; I worked, I think, about four years on Conover's ranch; I had charge of the management of his cattle; I was assistant foreman on the 2-U ranch for a little over two years.

Q. Where were these ranches situated?—A. Conover's ranch is on this reservation, southeast of here; 2-U ranch is up the river here about 35 miles, in the Comanche and Apache country.

Q. Have you ever had any experience in classing cattle?—A. Yes, sir.

Q. How much?—A. I received 22,000 head of 2-years, two different summers; I have classed cattle at other times, but not to that extent.

Q. Do you know anything about John W. Light delivering at this agency 1,400 head of cattle last May?—A. Yes, sir.

Q. Who inspected those cattle?—A. I did.

Q. Was there anybody else present to assist you in any way?—A. Not in inspecting them, there was not; that is, the cattle, heifers, the bulls; Lieut. O. J. Charles assisted me in inspecting the bulls.

Q. How long after you inspected the heifers was it before the bulls were delivered?—A. Shortly afterwards; I don't remember just how long.

Q. How many times did you inspect the Light cattle—the heifers?—A. Well, I went down to his herd and inspected what he had cut out for delivery here first before he brought any; then went through the herd with his man, Mr. Sparks, for about two hours or two and a half, showing him the class of cattle that I would not receive, and the class of cattle that I would receive. The next day, I think, he brought up a portion of his cattle; I inspected and received all but a few. I

don't remember just how many I cut back on that occasion. After that he made two deliveries, I think, and I cut back some cattle in each of those; perhaps there was three deliveries after that, I don't remember just how many.

Q. How far apart were these deliveries which were made to put in this 1,400 head of heifers?—A. They were very close together; I can't say whether one followed right the next day on top of the other or not; don't remember.

Q. These were one and two year old heifers that were delivered by Mr. Light?—A. They were.

Q. How many ones and how many twos of the 1,400 were they?—A. I think they were half and half, was my recollection.

Q. How many cattle were offered by Mr. Light here at the issue pen in filling that contract for 1,400?—A. I don't know how many.

Q. Do you recollect about how many you rejected in all in receiving the 1,400 head of cattle at the issue pens?—A. I don't remember how many there was rejected.

Q. You say that Mr. Light had cattle cut out in his pasture that he intended to deliver under his contract that you went and inspected at the pasture?—A. Yes, sir.

Q. How many did you reject at that time?—A. Out of the herd that he had cut out we calculated about 350; I wouldn't be positive, but I think it was about 350 that I rejected; we had some talk about the number.

Q. What kind of heifers were they; were they East and Texas and Arkansas heifers, or not?—A. They were not.

Q. Well, what kind were they?—A. They were cattle that had been bred up from domestic or Indian Territory stock.

Q. Well, what were the different crosses in the herd?—A. Herford, Durham, and some Jersey stock, crossed.

Q. Did you know the market price of that kind of cattle in this country on the 28th of December, 1895?—A. Why, no; not on that particular date, I didn't.

Q. Well, on or about that date?—A. Yes; I had a good generally idea of the market prices along during that winter.

Q. Well, what was the market price of such yearling and two-year-olds as those were?—A. It was considerable higher during the winter than it was in the spring and fall, you know.

Q. What was the average value of those heifers that you seen?—A. I would place the value at about \$11.50 and \$13; about what I would they were worth, the best I can remember; perhaps more, maybe some less, but I don't think any less.

Q. What was the difference, if you know, between the market price at the time you stated, of such cattle, and that in the following May, at the time of this delivery, that you speak of?—A. There was \$2.50, perhaps \$3 on the head difference. Cattle had gone down after the Fort Worth stockmen's convention.

Q. Did you inspect any other cattle that were delivered by Indians or squaw men on this reservation?—A. I did.

Q. When were those cattle delivered?—A. Just before Mr. Light delivered his cattle.

Q. Were there any delivered just after you inspected them?—A. Possibly so; I don't remember.

Q. Did Mr. Dietrich deliver any cattle about the time of the Light delivery?—A. Yes, sir; he did.

Q. I mean W. F. Dietrich, the squaw man?—A. Yes.

Q. Was that before or after the Light cattle were delivered?—A. I think it was before. I am not sure.

Q. How many cattle did he deliver, and how many different deliveries did he make?—A. I think he made three deliveries—two small bunches, and one larger bunch, perhaps thirty in it. I am not sure of the deliveries or the number of cattle delivered at the time. The two small bunches, I think, contained seven or eight cattle each.

Q. Which bunch did he deliver first, the 30 head, or one of the small bunches?—A. I think it was the large bunch that he delivered first. I am not positive.

Q. How many of the large bunch did you reject, if any?—A. One or more. I can't say how many I did reject, but one or more; one particularly that I remember.

Q. Do you remember what kind of an animal that was?—A. It was a small heifer.

Q. Why did you reject it?—A. I didn't think it come up to the standard required.

Q. When did he bring the next bunch; how long after?—A. I don't know;

might have been the next day or two days. I was receiving cattle from so many about that time that I didn't charge my memory with each occasion.

Q. How many did you reject of the second bunch, if any?—A. I don't know that.

Q. Did you reject any of them?—A. I am not positive.

Q. How many were in the second bunch?—A. Oh, probably seven or eight. I don't know how many. There were small bunches.

Q. How long afterwards did he bring the third bunch, and how many were in it?—A. If I remember right, he brought the third bunch shortly after that, of eight head—I don't remember, I think it was eight head—and they were branded back to his family.

Q. How many of that bunch did you reject, if any?—A. None that I remember of.

Q. When did you inspect the last bunch? Was it on May 9, or prior to that time?—A. I can't remember what date it was.

Q. Did he ever approach you and offer to pay you for letting his cattle pass the inspector regardless of what kind of cattle they were?—A. He did not.

Q. Did Mr. Dietrich at any time after he commenced delivering those cattle, and before he completed that delivery, give to you a check for \$5?—A. He did.

Q. (Here witness is shown Exhibit J.) Examine that check and see if that is the check that was given you.—A. That is the check, with my signature on the back.

Q. When did he give you that check; before or after the cattle had been delivered and accepted?—A. He gave it to me after they had been accepted, when I was writing his receipt for him.

Q. How came him to give you that check?—A. He came to me about noon, after I had inspected and received in the morning what cattle there was then in the pens, and allowed the fires to go out with which we heated the branding irons. He told me he had a little bunch of cattle out there which he wanted me to receive. I told him it wouldn't be worth our while to go out there for a small bunch until the following morning. He said: "Come on and I will pay you for your extra trouble, as I am very busy, have a great deal of work to do, and want to get this bunch of cattle off my hands to-day." I told him no; that unless more cattle came in, I would not receive that evening; about the time he was starting away, or had started away, Joe Stephenson, the man who built the fires, came to my house and he said he believed there were a number of cattle in the pens. I told him all right; so long as he was here we would go out and see; he got in the buckboard with me; we went out to the pens and received what cattle there was there—Dietrich's cattle and, I think, another small bunch of Indian cattle. After I had received the cattle, had just finished writing the receipt for them, Dietrich stuck that \$5 check into my vest pocket, folded up; I asked him what it was; he said, "Your cigarette papers dropped;" I took it out and looked at it, and told him, "Thank you;" brought the check down, cashed it at Mr. Cleveland's store. I forgot one little thing; I said, when I looked at the check, "I didn't expect this;" he said, "Well, keep it; I am doing well enough, anyway."

Q. Did this occur at the last delivery of cattle?—A. I think not; I think it was the second.

Q. On the second or third delivery did Mr. Dietrich bring back any cattle that you had rejected on the first delivery?—A. He did not.

Q. Then he didn't offer any cattle that had been previously rejected?—A. No, sir.

Q. Did you accept any cattle on the second and third delivery that were like the cattle that you rejected on the first delivery—had the same defects?—A. I didn't accept any cattle from him or anyone else that I had rejected; may have been like in color, but certainly not with the same defect. If I did, I certainly didn't know it. I am satisfied I would have known it if I had.

Q. When did you have that check cashed?—A. The same day I got it.

Q. Did you give any part of it to anybody; and if so, to whom?—A. I gave the colored man who built the fires some of the money, Joe Stephenson.

Q. Did Major Baldwin ever know anything about this?—A. I think not.

Q. What did you think he was giving this check to you for?—A. For extra work of going out there and relieving him of these cattle, that he could go on with his own work, as he said. I suppose he was giving it to me for the purposes he said.

Q. Do you know Louis Bentz?—A. I do.

Q. Did you ever inspect any cattle for him?—A. I did.

Q. Where and when?—A. During the time I was receiving cattle from the Indians—in the months of April and May at the issue pens.

Q. These cattle were cattle that he was selling to the Government here to be issued to the Indians?—A. Yes, sir.

Q. How many cattle did he offer, and how many different deliveries did he

make?—A. I don't remember; I think he made two deliveries; I am not sure. Those Mexicans would bring in cattle, three or four of them owning the bunch. As many as I would receive the owners would claim, and I would give them a receipt for them.

Q. Was he bring his own cattle?—A. Yes, sir; I suppose so; they had his brand on them.

Q. About how many cattle did he offer altogether?—A. I don't remember how many. Receiving cattle from so many it is impossible to remember how many each man brings in.

Q. Do you remember whether they were large bunches or small bunches?—A. Small bunches, I think.

Q. Do you remember whether you rejected any of the first bunch that he offered?—A. I don't remember. I remember rejecting some cattle belonging to those Mexicans, but which one that they belonged to I don't remember now.

Q. Did Louis Bentz at any time between the time that he first began to deliver cattle and before he completed delivering cattle approach you and make any bargain with you to pass his cattle in the future regardless of what kind of cattle they were?—A. He did not.

Q. Did he at any time during the time that he was delivering different bunches of cattle in your house give you \$10?—A. He did not.

Q. Did he give you \$10 on or about that time for any purpose whatever?—A. No purpose whatever did he give me any money. In my house he asked me if I could change \$10 for him and I couldn't do it, and he went into Mr. Brown's store to get it changed, but he never gave me any money at all.

Q. Did he ever pay you any money for any purpose?—A. He did not.

Q. Did Mr. Light ever pay you any money for inspecting his cattle that were delivered here?—A. No, sir.

Q. Did he ever make you a present of any kind about the time of his delivery of those cattle here?—A. No, sir.

By the INSPECTOR:

Q. In answer to a question of Mr. Fisher's you say you went to Light's herd and inspected them. Where was that herd?—A. About 8 miles from here, south-east.

Q. Were they in a corral?—A. No, sir; they were rounded up.

Q. Was that a part of the understanding, that you were to go to the herd and inspect them, in your agreement with the Government?—A. No, sir; it was not.

Q. Did not that involve some extra labor on your part?—A. Yes, sir.

Q. Was the Government paying you by the month for your work as an inspector?—A. By the day.

Q. Did you receive pay from the Government on the day you have just spoken of as having gone out to inspect Dietrich's cattle?—A. Yes, sir.

Q. Then you were paid at both ends, going and coming?—A. Yes, sir; paid twice.

Q. If it was not a part of your duty in the contract to go to Light's to inspect his herd, which involved greater labor on your part than going out to the Government corral to inspect Dietrich's cattle, why should not Light have rewarded you for extra work as well as Dietrich?—A. Mr. Light might answer that better than myself. He didn't reward me. The Indian cattle at that time were coming in very slow. I had inspected that morning, and received what cattle there was in the pens. Mr. Sparks was Mr. Light's foreman or partner, I don't know—partner, I think—requested me to drive down that afternoon as he would have his herd cleaned up for me to look them over, and he wanted to get an idea of what cattle I would receive, so it would not be necessary for him to drive a great number of cattle up here that might not be received.

Q. It was purely, then, a disinterested matter of accommodation on your part, then, to go there and inspect those cattle?—A. No, sir; it was not; it would save me the trouble of cutting out a great many cattle in the pens, probably; it would be less work for me in the future.

Q. The longer you would have been delayed at the pens in cutting them out, that much longer your pay would have gone on, wouldn't it?—A. Major Baldwin had told me the money was limited.

Q. Do you know whether you exhausted the full supply?—A. I do not.

Q. Where did Dietrich give you this check?—A. At the issue pen, in the scale house.

Q. Was there anyone present in there with you and him?—A. I think there was; I am not positive; I was giving receipts for the cattle I had received.

Q. Did you tell anyone of Dietrich's giving you the check at the time?—A. On the road home I think I did; I am not positive.

Q. Did any of the Indian chiefs sign the papers of inspection with you?—A. Not unless he signed after I did.

Q. Did an army officer witness your inspection?—A. No, sir; he witnessed the issue, and sometimes would be there when I received.

Q. Do you know whether there was an order from the Indian Office or not requiring that these cattle should also be inspected by three Indian chiefs and an army officer in conjunction with you?—A. I know of no such order. I did see three or four of the chiefs drive in around and look at the light cattle before they were put in the pens, with Major Baldwin, I think, but I don't know what they were doing.

Q. You stated to Mr. Fisher that Mr. Light had never given you a present or compensated you in any way at the time or since. Did any of Mr. Light's partners, agents, or anyone else for Mr. Light?—A. No one.

Q. You say that these cattle are bred up from domestic stock or Indian Territory stock?—A. Yes, sir.

Q. How can you state that? Are you enabled to state that?—A. From my knowledge of cattle, their appearance—looks.

Q. Can you state that these cattle were free from Texas, Arkansas, or Mexican blood?—A. In my opinion they were.

Q. Were these cattle raised south of the quarantine line?—A. Yes, sir; I think so.

Q. Now, are any cattle raised south of that quarantine line free from Texas, Arkansas, or Mexican blood?—A. It is possible for them to be free; yes, sir.

Q. Is it not rarely that you find them free from it south of that line?—A. Yes, sir; it is, in my opinion, rarely. What I mean by free from Texas, Arkansas, or Mexican blood is that it does not show in the animal. There is no man living can tell whether there is a strain of Mexican blood in them or not.

Q. Do you know where Light shipped these cattle from or where he purchased them?—A. I do not.

Q. Then from your statement just made, you could not say that they were free from Texas, Arkansas, or Mexican blood?—A. There may have been a strain, but not perceptible.

Q. What do you understand by the term "American cattle?"—A. I understand by that term cattle that were bred north of Texas and the Indian Territory.

Q. Then you can't state whether these cattle—can you state whether these cattle were raised north of Texas and Indian Territory?—A. I don't think they were.

Q. Then, from the answer given by you as your interpretation of cattle, American blood must be cattle bred north of Texas and Indian Territory. Would you say that those cattle that you inspected came up to the requirements of that contract? [Here witness is shown Exhibit B.]—A. The word American cattle is used as a convenience. It may mean one thing to one man and another thing to another man. These cattle, I think, were what, as I stated, domestic cattle, bred up in the Indian Territory. What I call American cattle, and as I understand the word among cattlemen, always have understood it, the cattle must have come from either Kansas or Missouri, or north of that, perhaps east of that, in order to constitute American cattle; but to-day there are just as good cattle in northern Texas and Indian Territory as you can find in Missouri.

Q. Is that contract, in your opinion, calculated to mislead an intended bidder on those cattle?—A. The first part of the specifications here calling for American cattle. I would naturally have expected to have gotten the cattle from the North, but the explanation of the term here does away with that in my opinion, substantially.

Q. You say that the explanation of the term American cattle, in your opinion, does away with the misinterpretation liable to be placed upon it by an intended bidder. Now, does not the proposal in plain English state that by the term American cattle is understood cattle free from any Arkansas, Texas, or Mexican blood?—A. Yes, sir; that is what it states.

Q. You gave Mr. Fisher, in answer to his question as to the market value of cattle, on the date or near about the date of that proposal, what you thought was the price that would obtain to such cattle on that date. Have you been engaged in the purchase of cattle during the past two years?—A. I have not.

Q. Not having been engaged in handling cattle for the past two years, how were you enabled to fix the market price of that character of cattle at that time?—A. I am in the habit of watching the cattle market, talking with cattlemen, as to whether they are high, low, or cheap, and I am generally pretty well posted, unless there is a sudden raise or fall.

Q. You don't make it a business to keep posted, but just from idle curiosity learn the prices?—A. Not from idle curiosity, but having dealt in cattle, been interested in cattle a little, I keep more or less posted from force of habit perhaps.

Q. Who are the chiefs who drove in with Major Baldwin and looked at those cattle? Give their names and tribes.—A. Big Tree, Ko mo ty, and I think that Lone Wolf was there; I am not positive, several Indians.

By Mr. FISHER:

Q. Which are the most suitable cattle for this country; such as these delivered by Mr. Light or such as you describe as you would go to Kansas or Missouri to purchase?—A. The native cattle of the Indian country are much more suitable; the others would die of the Spanish fever; always have done so.

S. E. STILWELL.

Subscribed and sworn to before me this 29th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of F. B. FARWELL, witness for the defense.

Direct examination by Mr. FISHER:

Q. You may state your name, residence, and occupation.—A. My name is Frank B. Farwell; my residence is at Anadarko; my occupation is farmer.

Q. Do you perform any other duties on this reservation?—A. Yes, sir.

Q. What is it?—A. I have charge of the Indian police.

Q. Do you know a Comanche Indian by the name of Wanna?—A. Yes, sir.

Q. Do you know an Indian by the name of To wac o nie Jim?—A. Yes, sir.

Q. Do you know anything about Major Baldwin allowing those two Indians to go out and buy cattle and sell them to the Government?—A. I know of no transaction with Major Baldwin and To wac o nie Jim, anything farther than seeing the cattle To wac o nie Jim brought to the issue pens.

Q. Do you know anything about any transaction of that kind with Wanna, the Comanche?—A. I do.

Q. Will you state what the transaction was?—A. Why, I heard Major Baldwin tell Wanna to go down along the Chickasha line to Mr. Light's or Mr. Sparks or Mr. Bourland and get some cattle and fetch up here; he told me to tell Wanna that, and I told him; that is about all that he said at that time.

Q. Did he tell Wanna in your presence or tell you there why he wanted this done?—A. Why, he didn't tell Wanna why he wanted it done, but he told me, to tell Wanna that he could get a wagon in that way.

Q. Well, did Major Baldwin explain what he meant by that?—A. He had explained to me previous to this time, saying that he had made arrangements with the Moline Wagon Company so that he could get Moline wagons complete laid down in Chickasha by the carload for \$45 apiece.

Q. Well, why had he made that arrangement; did he tell you that?—A. He said there was a great many of the Indians that wanted wagons that he couldn't furnish Government wagons, and he wanted to make arrangements whereby they could get them as cheap as they could.

Q. Well, didn't he tell you at that time, or Wanna in your presence, that the Indian might as well make this money in buying cattle and selling them to the Government as the white man make it?—A. Yes.

Q. And didn't he tell them that if they would do that, that they would make money enough to buy them a wagon?—A. I don't recollect the conversation word for word, but I explained to Wanna, I knew at the time, and I explained to Wanna that he could get a wagon if he wanted it or the money.

Q. Was Major Baldwin letting these Indians have these wagons at \$45 apiece?—A. Why, he had never got no wagons, but said that he had made arrangements so that he could get them and let them have them at that.

By the INSPECTOR:

Q. Are Light and Sparks in partnership or were they in partnership in the selling of these cattle here?—A. I don't know whether he was or not.

Q. Was Sparks here during the time of the delivery of them?—A. He was.

Q. Has Bourland a pasture lease on this reservation, or did he have at that time?—A. Yes, sir; he has in the Caddo country.

Q. Were you present at a conversation between Brown and Nestell during the past two weeks?—A. No; I don't know that I heard Mr. Brown and Mr. Nestell have a conversation in the last two weeks.

Q. Did you hear them have one in the past three weeks?—A. I heard them have a conversation, but I think it is over three weeks ago.

Q. Will you please narrate as nearly as you can that conversation?—A. I heard Mr. Brown say to Mr. Nestell, "You have seen Major Baldwin drunk a many a time." Mr. Nestell said, "I have seen him drunk, but if I was called onto the

stand to-morrow, I would swear that I never had seen him drunk." He then said that a man that had given him liquor he wouldn't testify against at all. That is as I recollect the conversation.

- Q. Did you and Mr. Brown discuss it afterwards?—A. Why, a very little.
- Q. Mr. Farwell, in connection with your duty as farmer, do you see the cattle that are driven in by the contractor to be issued to the Indians for rations?—A. Yes, sir.
- Q. As a rule, when do those cattle come in; the day of the delivery or the day prior to the delivery?—A. They come the day before they are to be issued.
- Q. Are they corralled the night before?—A. Yes, sir.
- Q. Without feed or water?—A. Yes, sir.
- Q. All the time?—A. I suppose they are; I go there in the morning and see the cattle there.
- Q. What time in the morning do you go there?—A. I am there generally from half past 6 to 7 o'clock.
- Q. Do you know whether those cattle, of your own knowledge, are corralled the night before?—A. I do not.
- Q. Haven't you seen them corralled the night before?—A. Yes, sir; I have seen them corralled a good many times. I have went there to see if the cattle was corralled.
- Q. How long since?—A. Well, it has been probably three issues—three months since I have went there at night.
- Q. Whose place is it to see that those cattle are corralled at night?—A. I don't know, sir, whose, really, it is.
- Q. How long have you known Major Baldwin?—A. A little over two years.
- Q. Have you ever seen Major Baldwin under the influence of liquor at any time or place?—A. Yes, sir; I have seen him when I supposed he was under the influence of liquor.
- Q. Can you state how many times and places?—A. I remember that two years ago this winter of seeing when I thought he was under the influence of liquor; then I seen him once last summer when I thought he was under the influence of liquor.
- Q. Is that all?—A. That is all the times when I ever seen him when I thought he was under the influence of liquor.
- Q. Where were those places?—A. The first time I seen him was at Anadarko; the second time at Fort Sill subagency.
- Q. What were the occasions; what was being done?—A. It was in time of a payment both times.
- By Mr. FISHER:
- Q. At these times that you saw Major Baldwin when you thought he was under the influence of liquor was he in any way incapacitated from attending to his business?—A. He was transacting his business.
- FRANK B. FARWELL.
- Subscribed and sworn to before me this 29th day of December, 1896.
- P. McCORMICK, *Inspector.*
- The defense rests.
- It is hereby agreed and understood by and between the parties that testimony may be introduced in behalf of either side at the adjournment which is hereafter to be taken to Chickasha, Ind. T.
- Testimony of MILES NORTON, witness.
- Direct examination by the INSPECTOR:
- Q. What is your name, residence, and occupation?—A. Miles Norton; clerk at this agency; residence is Anadarko.
- Q. How long have you been employed here as clerk?—A. About two and a-half years.
- Q. How long have you known Major Baldwin?—A. About two years.
- Q. Have you ever seen Major Baldwin under the influence of liquor?—A. I can't say that I did; I never seen him drunk.
- Q. Did you ever see him under the influence of liquor?—A. I might have seen him.
- Q. Do you know or not whether you have ever seen him?—A. I think I have seen him when he had a drink in him; I think I have; yes.
- Q. Does one drink ordinarily affect a man that you ordinarily come in contact with to make you notice it?—A. Sometimes.

Q. Are you the property clerk at this agency?—A. I am acting as property clerk; yes, sir.

Q. Have you ever sold any stores out of the commissary to a man by the name of Kelley; if so, by whose order?—A. Yes, sir; by the agent's.

Q. Did you charge up the amount of those sales to the agent or anyone during the quarter in which they were sold?—A. No, sir.

Q. Do not the regulations require all stores sold to employees shall be charged up on Abstract E during the quarter in which they were sold?—A. I think they do.

Q. Why, then, as property clerk, did you not do so?—A. I had nobody to charge them to; Kelley wasn't an employee.

Q. Did you ever ask the agent for instructions?—A. Why, yes; I have.

Q. What did he tell you?—A. I don't recollect the conversation we had now, but he give me to understand to carry it along.

Q. Did you ever charge them up?—A. Yes, sir.

Q. How many quarters did Kelley purchase?—A. I should say about three; commenced in the spring and run along to fall.

Q. Are all the charges made to Kelley in this book of sale of subsistence to employees in your handwriting, other than those of Mr. Daniel?—A. I think it is all in Daniel's and my handwriting.

Q. Do you know anything about the sale of forage and beef to General Miles's escort when he was here during the past fall or summer?—A. No; I do not.

Q. Was there any sale of subsistence to General Miles or his escort any time prior to that?—A. Not that I know of; I never sold them any.

Q. You don't know of any having been made?—A. No, sir; I never sold them a thing, or never seen any papers regarding it whatever.

Q. No returns from Mr. Burton at the subagency have been made to you, as property clerk, to replace from the quartermaster at Fort Sill any such provender or beef?—A. No papers have ever reached me to that effect as yet.

Q. Do you know of anyone, any person, getting goods out of the commissary; flannel, or any kind of goods?—A. No; I do not; I never gave anybody any.

Q. How often, as property clerk, have you taken an inventory of Government property on this reservation?—A. I have never taken a complete inventory.

Q. Have you taken a partial one?—A. Yes; I have.

Q. Has the property in the Government warehouse at Anadarko ever been inventoried by you or anyone else during the past two years?—A. The only inventory I have ever seen taken of the warehouse was when Mr. Able took it.

Q. I asked you during the past two years?—A. No; there hasn't.

Q. Did Captain Able take a complete inventory of it?—A. He thought he did; supposed to be.

By Mr. FISHER:

Q. How do you keep track of the Government property, then?—A. Well, now Mr. Fisher, I will tell you right here the way we keep track of it. I have charge of the property papers, but I have never told anybody I had charge of the property, and I take up the property according to the papers submitted to me, and what comes from the Department, and everybody issues it. As far as knowing whether we are short or ahead, why I couldn't tell you, where we have fifteen or twenty people issuing property.

Q. I understood you say you charged up this Kelley items that you delivered to Mr. Kelley to somebody?—A. Yes, sir; I did.

Q. Who did you charge them to?—A. The agent.

Q. Do you know whether he has paid for them or not?—A. I think he has; I think the agent has paid for them.

By the INSPECTOR:

Q. These charges were made to Kelley on the book of subsistence?—A. Yes; they were put there to Kelley, but Kelley never paid for them. They never went on the Abstract E as charged to Kelley.

Q. How do you know Kelley didn't pay for them?—A. I never charged them to Kelley on Abstract E; they were charged to the agent.

Q. Did you charge them during Kelley's working here or after he quit?—A. About the time he got done, in the fall.

Q. If you had no inventory of the property in the commissary, you do not know whether you are long or short on anything, do you?—A. I keep a supply report of subsistence on hand, and that is a running account, and a man can tell from that whether he is long or short.

Q. Don't you gain in issues?—A. Sometimes.

Q. How do you know that?—A. When our papers don't call for anything and we have it on hand it must be a gain.

Q. You know it simply, then, from your papers?—A. Yes.

Q. Have you taken up on your papers this quarter or the preceding quarter the stuff raised on what is called the agency farm?—A. This year, no, sir. I have seen no account of it whatever.

Q. How long since the tenant who raised the crop the past year has quit?—A. I should say it was two months ago; merely a guess.

Q. Did he raise nothing on the farm?—A. I think he did; am satisfied that he raised a crop on the farm.

Q. Was that crop raised prior to the commencement of this quarter?—A. I couldn't tell you that.

By Mr. BROWN, trader:

Q. Mr. Norton, I want to ask you whether or not within the current quarter or the preceding quarter you have taken up on your property papers any vehicle or vehicles?—A. Why, I shouldn't say that I had, the way I look at it. I don't consider that I have.

Q. Will you please explain why you don't consider that you have?—A. Why, I don't consider, Mr. Brown, anything is on an agent's papers unless they are on both copies, the copies the Department has and the retain copy.

Q. Then, Mr. Norton, I will ask you whether you have put a vehicle or vehicles on your retain papers or on any papers that you have sent to the Department in the present quarter or the preceding quarter?—A. There is no vehicle on any paper that we have sent to the Department; that is, nothing new in the last two quarters.

Q. (Question repeated.)—A. There is a vehicle put on the retain quarter during the last quarter; the first quarter, 1896; the last quarter gone by.

Q. Will you please state how you designated the vehicle you have just said you put on the papers for the first quarter, 1896?—A. I have got buckboard on my papers up there.

Q. That is the vehicle that you allude to being on your retain papers, but not on your papers which you forwarded to Washington for that quarter, is it not?—A. That is correct.

Q. When did you put this vehicle on your retain papers?—A. I should say about six weeks ago; that would be my guess; about that.

Q. Well, is it six weeks ago, or five weeks ago, or four weeks ago? Give the exact date as near as you can.—A. I couldn't tell.

Q. I will ask you why you put this vehicle on your retain papers and not on the papers you forwarded to the Department for that quarter?—A. The papers to the Department had already gone.

Q. Do you mean that they had already gone when you put the buckboard that you mention on your retain papers for that quarter?—A. Yes.

Q. By whose direction did you put this buckboard on your retain papers after you had forwarded the papers for that quarter to Washington?—A. By the agent.

Q. You will please relate the conversation that occurred between yourself and the agent at the time he directed you to put the buckboard on your retain papers.—A. I couldn't tell exactly what the conversation was now. Don't know what it was.

Q. Well, relate it as near as you can.—A. I didn't make any minute of the meeting, Mr. Brown. I couldn't tell you.

Q. I did not ask you, Mr. Norton, for any documentary evidence, but merely to relate the conversation as nearly as your memory will permit you.—A. I don't remember what the conversation was.

Q. Then I understand you to say that you can not remember any part of the conversation that occurred between yourself and the agent at the time he instructed you to put the buckboard on the retain copy?—A. I don't remember what the conversation was now. I paid no attention to it. I wasn't as much interested in it then as I am now. If it had occurred now, I have heard so much about it I would probably remember all about it.

Q. Then, Mr. Norton, if you have heard so much about it, doesn't it appear to you very singular that you can not remember any part of the conversation that occurred?—A. No; it don't appear very singular; no.

Q. Please state, Mr. Norton, your manner of putting articles upon your property papers?—A. Well, first we take up Abstract A, open-market purchases, etc.; Abstract B is what furnished by the Department that we don't pay for.

Q. Abstract A and Abstract B are a part of your property papers, and in keeping those two abstracts is a part of your work as property clerk, is it not?—A. Yes; a great part.

Q. Did you put this buckboard on either Abstract A or Abstract B?—A. No, sir.

Q. Then, if you put this buckboard upon your property returns, or papers, the

retain copy, why did you not put it upon either Abstract A or Abstract B?—A. Because it didn't belong there.

Q. You have just stated that Abstract A was open-market purchase, and Abstract B purchases made by the Department; is this correct?—A. That is correct.

Q. Then if those two abstracts and your property return, the keeping of which is a part of your work and which show, or is supposed to show, a record of Government property at this agency, why did you put this buckboard on your retain copy of your property return, and not show from what source it was received, or through what channel that it reached your property return?—A. There is Abstract A and Abstract B, and now we come to Abstract C, articles fabricated, etc. It was taken up on Abstract C.

Q. By whose direction did you put this buckboard on Abstract C?—A. By the agents; it had to be on Abstract C before it was taken up on the property return.

Q. Please state, Mr. Norton, what Major Baldwin said to you when he instructed you to put this on Abstract C, or as near as you can recollect.—A. Why, I told him it had to go on Abstract C first, before it could be carried to the property papers.

Q. In taking articles up on Abstract C, which include things fabricated, found, stolen, are you in the habit of taking them up from the personal order from the agent, or from the blacksmith, carpenter, or who are you in the habit of receiving your orders in taking up articles on Abstract C from?—A. The person who was interested in having them made, or manufactured, heads of departments; the ambulance was taken up on account of being repaired at the shop.

Q. Then, Mr. Norton, this buckboard that you have just said you took up on your property return, and which you did not put upon the copies of the same papers which you forwarded to the Department, is an ambulance, and not a buckboard?—A. Yes; I call it an ambulance, or hearse, or something.

Q. It is not in reality a buckboard, as Major Baldwin directed you to name it when you put it on your papers?—A. I wouldn't call it a buckboard.

Q. Please state just what this vehicle is which you designated as a buckboard.—A. I would call it a wagon, ambulance, or whatever you call it; I would call it an army ambulance, or army wagon.

Q. Mr. Norton, when you placed this ambulance and designated it a buckboard on your retain copy, was it before or after this same ambulance had been attached at Chickasha, Ind. T.?—A. I wouldn't swear it was before or after; I couldn't tell you.

Q. Did Major Baldwin tell you before this ambulance had been put on the retain property papers that the ambulance had been attached at Chickasha, Ind. T.?—A. I couldn't say that he did.

MILES NORTON.

Subscribed and sworn to before me this 29th day of December, 1896.

P. MCCORMICK, *Inspector.*

Testimony of FRED SCHLEGEL, witness.

Direct examination by Mr. BROWN, trader:

Q. Mr. Schlegel, will you please state whether or not you repaired an ambulance for Major Baldwin since you have been agency blacksmith?—A. Yes, sir; I did.

Q. How long have you been agency blacksmith under Major Baldwin's administration as agent?—A. Ever since he has been here.

Q. By whose direction did you repair this ambulance?—A. Major Baldwin.

Q. Please state when you repaired this ambulance?—A. I couldn't tell exactly the date, the last work that was on it was about two weeks ago, as near as I can remember.

Q. What kind of work did you do on it about two weeks ago?—A. Repaired the brake lever.

Q. Was that all?—A. That was all.

Q. How soon prior to two weeks ago did you do any work on it?—A. I couldn't just exactly tell; I don't keep track of it; sometimes it comes along and I put a bolt in it or something like that.

Q. What year and what month was it that you did the first work on it?—A. I couldn't exactly state; it was shortly, though, after Major Baldwin come here.

Q. Do you mean by shortly a few weeks?—A. Month or so.

By Mr. FECHHEIMER:

Q. The first work you did on that ambulance, isn't it a fact, was in 1895, last year?—A. It was shortly after Major Baldwin come here; it must have been in 1895, certainly.

Q. And isn't it a fact that you have been repairing it ever since 1895?—A. Yes sir.

FRED SCHLEGEL.

Subscribed and sworn to before me this 29th day of December 1896.

P. McCORMICK, *Inspector*.

Examination adjourned until 9 a. m. December 30, 1896.

Hearing resumed pursuant to adjournment to this hour 9 a. m. December 30, 1896.

Testimony of C. R. HUME recalled by the defense.

Direct examination by Mr. FISHER:

Q. What is your name?—A. C. R. Hume.

Q. Are you the same Dr. Hume that has heretofore testified in this investigation?—A. I am.

Q. Do you know the Kiowa school building, situated on this reservation near Anadarko?—A. I do.

Q. How long have you been familiar with that building?—A. Six years.

Q. Do you know anything about the construction of that building?—A. It is a frame building, with a basement.

Q. How many stories?—A. Including the basement, three stories.

Q. What is the sanitary condition of that building?—A. Well, the basement has been in a bad sanitary condition ever since I have been here; the floors are sunken in the ground, are damp and musty, and it is poorly ventilated; the basement is poorly ventilated, and I have reported on several different occasions that the basement was unfit for occupancy for school purposes, for which it was used.

Q. To whom did you make these reports?—A. Made a special report once to the Commissioner of Indian Affairs by request of the Indian Office; have also called the attention to the fact on several occasions in my school sanitary report.

Q. Was the condition of the basement you have described due to the location of the building near the creek?—A. Well, no, not particularly; yet the condition of the basement in any locality would be bad; the location up there is not a good one for a school; it is not over probably 300 yards on either side to a sink hole in the river bottom that makes the circuit clear around there; the first three years that I was physician for the Kiowa school there was stagnant water more or less on both sides of the school; for the last three years the water has been dried out on account of the general dry year for the country, and there hasn't been any objection to the locality on that account.

Q. In any years in which there would be a considerable amount of rain, the school would be then in an unhealthy locality, if the water was standing, as you say it was, for the first three years?—A. Yes.

Q. How does this condition of the basement that exists now affect the upper stories of that building as to sanitary condition?—A. I can't say that I have seen any bad results from the upper part of the building from the condition of the basement for the last three years at least.

Q. Well, did you prior to the last three years, when the water was standing in that locality, as you have stated before?—A. There was a good deal of malaria there, but there was malaria all over the country; of course, if it was unhealthy there it would be in all of the upper part.

By the INSPECTOR:

Q. How far distant from the school is this stagnant water that you are speaking of?—A. I think it is probably about 300 yards, on this side.

Q. Is there any way by which this water could have been drained out of there?—A. I don't know of any; it was a long setback from the river there; might have been drained from the back side; but I don't know as to that.

Q. How far distant is it from the river, the stagnant water?—A. I expect about a third of a mile as near as it comes, that is by the school, at that point.

Q. You say there has been no stagnant water in this for the past three years?—A. Not to amount to anything.

Q. Have you been attending physician upon the other schools upon the reservation?—A. Yes; I have.

Q. How did the death rates in this school compare with the death rates in the others?—A. I think they have had more deaths in the Fort Sill School for the past two years than they have had in this school; haven't had any in this school for the past two years.

Q. In reply to a question by Mr. Fisher as to the sanitary condition of the school, you state that the floors are sunken in the ground, are damp and musty

and it is poorly ventilated. By removing the wood floors and putting a concrete bottom in the basement of this school wouldn't that have done away with damp and musty conditions to a great extent?—A. Yes, it would; I recommended that that be done at one time.

By Mr. FISHER:

Q. Isn't it true that the dampness would come up through concrete?—A. Why, no; I don't think it would.

C. R. HUME.

Subscribed and sworn to before me this 30th day of December, 1896.

P. MCCORMICK, *Inspector.*

Testimony of M. T. WALLIN, witness.

Direct examination by Mr. BROWN, trader:

Q. Doctor, will you please state your name, residence, and occupation?—A. M. T. Wallin; Anadarko; I am working in the office; don't know what you might call my occupation; on the rolls as a farmer.

Q. Have you charge of the cash papers in the office, Doctor?—A. They are kept in the safe, and I have the key.

Q. Is your work, Doctor, principally what is known as cash work, or on the cash papers?—A. I do a little of everything whatever comes up, property, and everything else.

Q. Then I understand that you haven't any regular work—work that you do, or which is known as your work?—A. That is about the size of it.

Q. Which set of papers do you devote the most of your time to, the cash papers or the property papers?—A. I should say cash.

Q. Did you make out a voucher in favor of a Mr. Coulton, who lives at Chickasha, or did live at Chickasha?—A. No, sir; not to my recollection.

Q. Did you make out a voucher for Tip Harris, a colored man on this reservation?—A. His name was put on the roll up there; not a separate voucher.

Q. Was he put on this roll that you mention by yourself?—A. Yes, sir.

Q. By whose direction did you put his name on this roll that you speak of?—A. Major Baldwin's.

Q. It was on your rolls for purchases made from sundry parties, was it?—A. Yes, sir.

Q. Do you keep separate rolls for articles purchased from Indians, whites, and others, or do you keep them all on one voucher?—A. We have separate blanks for Indians, and what we call open-market purchases from other parties.

Q. Was this man Harris's name put on the roll made from whites and others, or from the roll which you kept for purchases made from Indians?—A. From Indians.

Q. Did Harris sign this roll himself?—A. No, sir; I signed it for him. He touched the pen.

Q. What was this purchase from Harris for—what did it consist of?—A. Oats.

Q. Have you made out a voucher for any purchases made by Major Baldwin from one Hugh Kelley?—A. I think so.

Q. Then you can not state positively whether you have or not?—A. No; I can not. I think it was some time last year. I think I remember his name, but don't remember the circumstances in regard to it.

Q. Then I understand from you that no such transaction has occurred between Major Baldwin and Mr. Kelley this year, as far as you know?—A. I think there was some purchase made from him, but I don't remember the date—more than a year ago.

By Mr. FISHER:

Q. Isn't it true that this man Harris that you have been testifying about was an employee at the agency when Major Baldwin took charge of this agency?—A. I think he was.

Q. (Here witness is shown Exhibit Q.) Did you ever see that before, Mr. Wallin?—A. The only time I saw it is when you showed it to me.

Q. Do you recognize that as the paper I showed you a week ago last Sunday?—A. I think so, yes; it looks like the same without reading it. I think it is the same thing.

Q. You have read that paper, have you, Dr. Wallin?—A. I have; yes, sir.

Q. Was you present at an interview between Mr. Strauss, a trader, at the sub-agency at Fort Sill, on the 29th of December, 1895, in Major Baldwin's tent, and Major Baldwin?—A. I was.

Q. Was Mr. Greene, the official stenographer, present also?—A. I think he was.

Q. Did he take the conversation that occurred there between Mr. Strauss,

Major Baldwin, and other papers down in shorthand?—A. I suppose he did; I am not familiar with shorthand, and can't say. That seemed to be the fact.

Q. Did you hear Major Baldwin instruct him to take it down?—A. I did not.

Q. Is that a correct statement, that Exhibit Q, of the conversation that occurred there as you now recollect it?—A. I think it is.

Q. Was Major Baldwin drunk or under the influence of liquor so that it was perceptible to you at the time that that conversation was going on?—A. I never seen Major Baldwin unable to take care of himself, walk straight, and in my opinion he was not.

By the INSPECTOR:

Q. What is your relation to Major Baldwin?—A. We married sisters.

Q. Were you present at two or more interviews at Fort Sill that Major Baldwin had with Mr. Strauss?—A. I have no distinct recollection of but this one.

Q. Who was present at that interview?—A. Mr. Burton, and I think Lieutenant Osborne. It seems to me that there was one more officer, but I don't remember distinctly; I couldn't swear to it.

Q. Were you present at an interview with Mr. Baldwin and Strauss when Lieutenant Saville was there?—A. He might have been there at that time, but I have no distinct recollection of it.

Q. What army officer witnessed at that time the issues of annuities?—A. I think Lieutenant Saville did that year.

Q. In this interview that took place between Major Baldwin and Mr. Strauss was Major Baldwin under the influence of liquor?—A. He had been taking some; I saw him do so.

Q. Was his language abusive or ungentlemanly?—A. Well, he was mad to a great extent, and of course talked accordingly.

Q. Was this interview discussed in your presence afterwards by any army officer and yourself?—A. It might have been, but I don't remember; have no recollection of it.

Q. Did you hear after this interview anyone say that if Strauss had attacked Major Baldwin, that all of you, you included, would have stood by and seen that Strauss had fair play?—A. No, sir; I don't have the slightest recollection of anything of that kind.

Q. Is Major Baldwin what you call a constant drinker, a man that drinks whisky every day when he has it, or just a periodical one?—A. I never knew that he went to drinking at all until we came down here, but since I have seen him take a drink occasionally, but I never knew him to get on periodical sprees at all.

Q. (Question repeated.)—A. I think that reply would cover it.

Q. You told Mr. Brown that Tip Harris was a Government employee, did you not?—A. I think he is; yes, sir.

Q. How could Tip Harris, a Government employee, sell oats?—A. I couldn't tell you; I knew nothing about it whatever.

M. T. WALLIN.

Subscribed and sworn to before me this 30th day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of S. A. JOHNSON, witness.

Direct examination by Mr. BROWN, trader:

Q. Will you please state your name, present residence, and present occupation?—A. S. A. Johnson; Anadarko; clerk Indian office, at this agency.

Q. Do you have charge of the general office work, do you not, Captain Johnson, in the agent's office?—A. Not entire charge; no, sir.

Q. What part of the office work do you have charge work?—A. Supervision of correspondence and the receipt and disbursement of moneys.

Q. By your term supervision do I understand that you see all the correspondence that goes out of the office before it leaves the office?—A. No, sir.

Q. Is there any particular part that you do see all before it leaves the office?—A. I can't say that there is.

By Mr. FISHER:

Q. Mr. Daniel has testified in this case that there was a package of freight bills that were made out in the commissary department of stores shipped to the various sub-agencies, and that the copies of those freight bills sent to Washington to the Indian Department had been lost; do you know anything about any such an occurrence?—A. About a year and a half ago, I think it was, there were two packages of freight bills that should have accompanied our cash reports, but which were not mailed until about two days afterwards by reason of not being prepared; I am quite

positive that I mailed those two packages myself, and having been notified by the Department that they had not arrived, copies were made from our retain copies and forwarded to the Department. From the fact that the packages, first packages, were never heard of, I have always believed that they were received at the Department, but mislaid.

Q. How are those freight bills kept, duplicate or triplicate?—A. Formerly they were kept in triplicate; the original and duplicate were forwarded with the accounts to the Department. The Department notified me a year ago that only one copy was necessary; since that we have been making only two copies, one copy retained here and one sent to the Department.

Q. Did you have any conversation with Mr. Daniel about the loss of those originals and duplicates?—A. I don't remember that I did, but possibly I may have done so.

Q. Were the copies retained in this office simply duplicates of the copies that you made?—A. They were copies made from our retain copies which should have been made correct.

Q. (Question repeated.)—A. They were supposed to be.

Q. Did you subsequently make copies from the retain copies and mail those to the Department at Washington?—A. Copies were made and mailed to Washington.

Q. Were they received at Washington?—A. I presume they were; we were never notified to the contrary.

Q. How long have you known Major Baldwin?—A. I think something over twenty years.

Q. How long have you been on this reservation as a clerk in the agency office?—A. Since November 17, 1894.

Q. Have your meetings with Major Baldwin been frequent since that time?—A. They have.

Q. How frequent?—A. Almost daily.

Q. Have you ever seen Major Baldwin on this Indian reservation under the influence of liquor to an extent that it was perceptible to people generally and to an extent that in any way incapacitated him from attending to his business?—A. No, sir; I might modify that by saying that persons well acquainted with him might have noticed that he was slightly under the influence of liquor.

Q. On those occasions was he incapacitated in any manner or to any extent whatever, in your judgment, from attending to his business?—A. No, sir.

Q. Are you any relation to Major Baldwin?—A. No, sir.

Q. How have you found Major Baldwin in your intercourse with him here and official connection with him as to reliability or unreliability?—A. Found him reliable.

By the INSPECTOR:

Q. Are you the chief clerk of the agency?—A. I am designated as clerk.

Q. While you are designated as clerk, yet you are in fact the chief clerk, are you not?—A. Yes, sir.

Q. The relation between a chief clerk and an agent are supposed to be of the most confidential nature, are they not?—A. Yes, sir.

Q. Have your relations, officially, been of that nature entirely?—A. Generally speaking, they have.

Q. Does the agent keep you posted as you should be?—A. Very frequently he transacts business that I wouldn't know anything about for some time afterwards.

Q. Do not those transactions by your not being familiar with them impede the work in your office?—A. I can't say that it impedes the work, but frequently places me in a position which is unpleasant.

Q. Don't transactions take place on the reservation and at the schools very often which you are not informed of for some time afterwards, which necessarily places you in an awkward position?—A. Yes, sir; that is the same reply I give to the other, and I will further say that I have felt that it was Major Baldwin's military training which makes him go on and do these things without saying anything about them at the time. In speaking of reliability I was speaking of his reliability, honesty, and integrity.

Q. In answer to a question of Mr. Fisher you stated that you had never seen Major Baldwin under the influence of liquor to such an extent that it would be perceptible to people generally unless well acquainted with him as you are. Have you ever seen him under the influence of liquor since he has been Indian agent?—A. Yes, sir; I stated there that I had, I believe.

Q. Mr. Johnson, you have never seen, or don't know of your own knowledge, do you, of any stores going out of the commissary to anyone here, do you?—A. Not without being paid for.

Q. You don't know of any stores outside of subsistence as having gone out without being paid for?—A. I don't know of anything except coal oil.

S. A. JOHNSON.

Subscribed and sworn to before me this 30th day of December, 1896.

P. MCCORMICK, *Inspector*.

Testimony of H. P. PRUNER, witness:

Direct examination by Mr. BROWN, trader:

Q. Please state your name, present residence, and present occupation.—A. H. P. Pruner; residence, Anadarko; carpenter for the agency.

Q. Did you repair Major Baldwin's ambulance at any time?—A. I did.

Q. You have repaired it frequently, have you not?—A. Only one time.

Q. When was this time; what month and year?—A. It was directly after Major Baldwin came here; I don't know how long after he came here, but it was directly after he got it.

Q. How long have you known Major Baldwin?—A. Two years.

By Mr. FISHER:

Q. What work did you do on it?—A. I put the sheet boot on it.

H. P. PRUNER.

Subscribed and sworn to before me this 30th day of December, 1896.

P. MCCORMICK, *Inspector*.

Examination adjourned until 9 a. m. December 31, 1896, at Chickasha, Ind. T.

Hearing resumed, pursuant to adjournment to this hour, 9 a. m., December 31, 1896, at Chickasha, Ind. T.

Testimony of M. M. BEAVERS, witness for the prosecution.

Direct examination by Mr. MONICAL:

Q. State your name and residence.—A. M. M. Beavers; Chickasha, Ind. T.

Q. What official position, if any, do you hold?—A. I am United States commissioner.

Q. Do you know F. D. Baldwin, Indian agent at Anadarko?—A. Yes, sir.

Q. Was Major Baldwin in your office on or about the 22d day of November, 1896, transacting legal business?—A. Yes, sir; he was in the office at that time, or about that time.

Q. I will ask you to state what the nature of his call there at that time was?

(Counsel for Major Baldwin objects, unless it was official business connected with the Indian agency.)

Q. Was he not there at that time to obtain a relief of property that had been attached on a suit against him, in which he claimed property was property belonging to the Government?

(Counsel for Major Baldwin objects, for the business was in the commissioner's court in a suit against F. D. Baldwin individually.)

A. I think he was there in both capacities—as an individual and as representing the Government.

Q. Did he not say at that time that the property attached by the constable was the property of the Government?—A. Yes, sir.

Q. And he was asking for it to be relieved; that he had no jurisdiction over the property?—A. Yes, sir.

Q. You may now state what his conversation was in regard to this matter. State fully all that was said, as near as you can.

(Counsel for Major Baldwin objects to any statement made in the presence of the United States commissioner at that time, for the reason Major Baldwin was before the United States commissioner on private business in a suit in which one Farris was plaintiff and F. D. Baldwin was defendant; and F. D. Baldwin was returning from a leave of absence and had not been on the Kiowa, Comanche, and Apache Reservation; and that the whole business was private business of F. D. Baldwin.)

Q. (Continued.) As related to the Government.—A. I couldn't go over the conversation. I can state what happened as near as I can.

(Counsel for Major Baldwin objects to any statements going on this record that were made by F. D. Baldwin to the United States commissioner or the presence of the United States commissioner in reference to the case against Maj. F. D. Baldwin pending in the United States court on account of being irrelevant, incompetent, and immaterial, and had nothing to do with Major Baldwin in an official capacity

as Indian agent; and because the United States commissioner had no power to release property that had been attached at that stage of the proceedings, and the conversation that occurred between Major Baldwin and he in reference to the property attached was simply an informal one.)

A. (Continued.) Well, at the time indicated above, Major Baldwin and John Light came to my office together. I think it was early in the morning, is my recollection, and Major Baldwin seemed to be very much excited. It was the first time I had ever met him. He said the proceedings in that attachment was an outrage, and he was profane. I don't remember the language used. I can't remember it. I told Major Baldwin that I had no power on earth to release the property. He stated that the property belonged to the Government.

Q. Was not his language and conduct ungentlemanly and unwarranted?—A. I wouldn't want to use a term as strong as ungentlemanly about the man. His conduct was unwarranted, there is no doubt. I will say, however, that Major Baldwin apologized to me for what he had said there.

Q. Then, was his language abusive and violent?—A. Yes, sir; his language was violent and abusive of the parties who had brought this suit against him.

Q. How soon afterwards was it that he apologized?—A. Why, it was several days; two or three days.

Q. I will ask you if he did not state there at that time that if he had the United States troops present that he would take the ambulance by force?—A. Yes, sir; he stated that if he had six or seven of his soldiers there he would take that property away from me.

Q. Did he not after that take the property and make an attempt to remove it out of the jurisdiction of the court?—A. I don't know—you see I couldn't testify.

Q. I will ask you if you did not upon that day issue a warrant at that time, on an affidavit being filed that he was interfering with the property in possession of the court, for his arrest?—A. Yes, sir; I did.

By Mr. FISHER:

Q. Was he arrested on that warrant?—A. I think not; I am satisfied he was not.

Q. Do you know in whose possession that ambulance was at the time he took it?—A. No, sir.

By the INSPECTOR:

Q. Was Major Baldwin under the influence of liquor at that time?—A. I couldn't tell; that was the first time I ever met Major Baldwin, and I couldn't say.

Q. Have you ever seen him since?—A. Only one time; just a few moments.

M. M. BEAVERS.

Subscribed and sworn to before me this 31st day of December, 1896.

_____, Inspector.

Testimony of JOHN A. COLTAN, witness in support of charges.

Direct examination by the INSPECTOR:

Q. Give your name, residence, and occupation.—A. John A. Coltan; Chickasha; at the present I am running a billiard and pool hall at the present for another party.

Q. During the past two years have you been engaged in the grain and feed business at all?—A. Yes, sir.

Q. Do you know Major Baldwin, United States Indian agent at Anadarko?—A. Slightly acquainted with him; yes, sir.

Q. During the time that you were engaged in the grain and feed business did you ever sell Major Baldwin any seed oats?—A. No, sir.

Q. Did you sell him any bran?—A. Yes, sir.

Q. When you were paid for that bran did you sign a voucher for bran?—A. No, sir.

Q. What was the nature of the voucher you signed?—A. Well, it was a couple of days before June 1, 1895. I was at Anadarko with some business with D. P. Brown. While I was at Mr. Brown's office Major Baldwin came in, and Brown introduced us there, and he asked me what business I was in. I told him I was in the feed business. Asked me if I had any bran. I told him I had. He wanted to know what it was worth. I figured it up what it was worth here, and he said he wanted it delivered at Anadarko. I asked him how much he wanted. He said he wanted a ton. I told him I would deliver him a ton at Anadarko for \$33, and I sold it to him on a 5-cent commission. A very small profit, I considered, expecting it to be a cash deal; but after it run along about a month, I sent him two or three bills, I guess, of it, and it run along nearly another month, about sixty days.

I drew a draft on him through the Bank of Chickasha, and a letter came right back with a check and voucher and a little letter in it, and I didn't tear it open until I went over to the Bank of Chickasha. I went right straight from the post-office to the Bank of Chickasha, and taking the check out and deposited it, and read the letter over. As near as I can remember the letter—

(Counsel objects to the contents of the letter; the letter is the best evidence.)

Q. When you received the check were you asked to sign the voucher?—A. Yes, sir.

Q. How did the voucher read?—A. I never read the voucher until after I had read the letter and deposited the check. I turned around and got an envelope, and I read the voucher over and it said seed oats for Indians.

Q. Did you sign it?—A. Yes, sir; I had already signed it before I read it.

Q. Did you understand that the voucher that you were signing for seed oats for Indians was for the bran you had furnished?—A. Yes, sir.

Q. You never sold any seed oats to Major Baldwin, did you?—A. No, sir; not at that time. I don't think I ever sold him any seed oats.

By Mr. FECHHEIMER:

Q. Mr. Colton, isn't it a fact that when Major Baldwin saw you in Mr. Brown's office, he asked you if you didn't have any oats?—A. I don't remember anything but the bran.

Q. Do you not remember it as a fact that Major Baldwin asked you if you had any oats to sell; that he needed some oats for to feed the Government stock; that he was about out of them, and needed some oats?—A. I don't remember any such conversation.

Q. And isn't it a fact that you replied that you had no oats; that you had bran; that bran was just about as good as oats, and that you could not obtain oats for him?—A. I don't remember that conversation.

Q. Isn't it a fact, Mr. Colton, that when I asked you if you had any transaction with Major Baldwin, and what that transaction was, the date of my asking you this question being in the early part of this month, if you didn't tell me that the only transaction that you had with Major Baldwin was this: That you met Major Baldwin in Dudley Brown's store, and he asked you if you didn't have some oats to sell; that he needed some oats with which to feed the Government stock, and that he was about out of feed and needed some right away; and that you replied that you had no oats, but that you had some other light feed, some bran; and he then replied: "If you haven't got the oats, I have got to have some light feed for those horses, and you may send the bran." Now, isn't it a fact that that is substantially the conversation that I had with you, and your replies, down in the billiard hall when you were working?—A. No; it was not the conversation exactly; was part of it.

Q. If that was not the conversation in substance, state what your replies were, and if you didn't mention the word oats; that he wanted to buy oats?—A. I was very busy one morning and Fechheimer come running in—quite a number in the house—and he wanted to know about this bran business; he wanted to know if Baldwin had mentioned any oats; and I told him it seemed to me like he had said something about it, and he turned around and went to talking to Brown at the time, and I sent him the bran and the voucher came, and I signed the voucher as oats, and I turned it off any way to get shed of him as quick as I could, as I had some business to attend to; my own work to do; and I told him, Fechheimer, that I was satisfied that Baldwin just wanted this bran instead of oats to feed the Government stock—horses.

Q. Now, Mr. Colton, I will ask you if it isn't a fact that I did not in my question to you, mention bran or oats, but simply asked you if you ever had any transaction with Major Baldwin, and what that transaction was, and what it was about?—A. No, sir; you did not.

Q. Didn't you tell me that you only had one transaction with Major Baldwin, and that it was this way: That I met him in Brown's store and Dudley Brown introduced me to him, and he said he wanted to buy some oats; that he was about out of light feed for his horses, and he wanted some oats; and that I told him that I didn't have oats; that I couldn't get oats, and that the only light feed that I had was bran and chop; and that I then delivered a ton of bran, and he sent a voucher over here to the bank for oats, and I signed it for oats; and that I delivered to him the \$23 worth of bran, what the voucher called for, the amount in money that the voucher called for; and that was the only transaction I ever had with Major Baldwin?—A. That is what I have stated all the way through, with the exception of a few of your first questions.

Q. Now, isn't it a fact, Mr. Colton, that when I came in there I called you to the front end of your billiard hall and asked you if you ever had any transactions with Major Baldwin, and you went on and repeated that conversation?—A. Well, I will

tell you, I didn't pay enough attention to it to remember what I said; I don't remember of making any such conversation there.

Q. Then you might have made such a conversation?—A. No; I didn't make anything in regard to the oats there. I remember of one question he asked me about the last thing. He says there wasn't any oats to be had anywhere in the country, was there, at that time. I told him I didn't know anything about there being any oats in the country; thought there was.

Q. Now, isn't it a fact, Mr. Colton, that in reply to my question, Why couldn't you furnish the oats, you stated there were no oats to be got around here at that time?—A. He didn't buy any oats of me; bought bran, and I sent him what he ordered.

Q. Isn't it a fact, Mr. Colton, that you are the first one that told me that he wanted oats and you couldn't furnish them, and sent bran?—A. I don't remember of any such thing.

Q. Isn't it a fact that you told me that you told Mr. Baldwin that you couldn't get oats and couldn't furnish them, and sent bran instead?—A. No, sir.

Q. When did Mr. W. P. Brown or W. H. Cleveland first consult you in regard to this transaction?—A. Never did consult me.

Q. When did they speak to you about it first?—A. I don't remember; it has been very recently that they have ever mentioned the thing.

Q. How recent?—A. The last two or three weeks, and all either one of them has ever said was just simply tell the straight of it. There was a few outsiders has talked to me a little, but I paid no attention to it.

Q. Now, isn't it a fact, Mr. Colton, that W. P. Brown or W. H. Cleveland or any one else tell you that Dudley P. Brown testified that the only conversation had was about bran, and that oats were not mentioned?—A. No, sir; nobody has.

Q. When did you first make up your mind to testify different from the facts that you told me in regard to the oats business in the billiard hall here?—A. Well, I made up my mind, always have made up my mind, if I was ever called for this or anything else that I would give them the straight of it; don't make any difference what I say to outsiders; I don't consider myself under oath when I am on the street.

Q. Then, Mr. Colton, why didn't you tell me the facts that you have testified about instead of telling me that Major Baldwin wanted to purchase oats, as you did?—A. I never told you that Major Baldwin wanted to purchase oats; he might have spoke something about oats, but didn't want to buy any, as I remember it.

Q. Then you do remember Major Baldwin speaking to you about oats?—A. I don't remember him speaking anything about oats; he might have said something about oats, but I couldn't swear to it now; it has been some time.

Q. Then you won't swear positively that he did not say anything about oats?—A. I won't swear that he did or did not; I will swear that he never bought any oats of me.

Q. Then, as a matter of fact, he did say something to you about oats?—A. I don't remember that he ever said anything about oats.

By the INSPECTOR:

Q. What was the date you sold this bran in your book? Does your book show?—A. June 1, 1895; that is the date that I shipped the bran. It was the day before that I sold it to him.

Q. What was the date that you received the check?—A. August 1, 1895.

JOHN A. COLTON.

Subscribed and sworn to before me this 31st day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of L. D. STONE, witness for the prosecution.

Direct examination by Mr. MONICAL:

Q. State your name and residence.—A. L. D. Stone, Chickasha.

Q. State your official position that you hold, if any.—A. United States constable for Commissioner Beavers, third division, southern district, Indian Territory.

Q. Did you on or about the 22d day of November, 1896, take possession of an ambulance by virtue of an order of attachment out of M. M. Beavers's court against F. D. Baldwin?—A. Yes, sir.

Q. Was you present in the United States commissioner's court while Major Baldwin was in there talking to Judge Beavers?—A. Part of the time.

Q. I will ask you to state what Major Baldwin's conduct and language was at that time while you was in there?—A. Violent and abusive.

Q. Can you state now any part of his language?—A. I don't remember any particular part, only that he called the people of Chickasha ———.

Q. Did you hear him say that he was going to take the ambulance by force?—A. No; I left before that occurred.

Q. Did he take it out of your possession after it had been attached and attempt to remove it?—A. Yes, sir.

Q. Is it not a fact that you had to use force to regain possession of it?—A. Yes, sir; I had to go and take possession of it.

Q. By force of your authority that you had?—A. Yes, sir.

Q. I will ask you if it is not a fact that Major at that time was boisterous, abusive, and used violent oaths?—A. Yes, sir.

Q. Was he at that time intoxicated or under the influence of liquor?—A. I don't know. I should judge so.

Q. Why do you think he was under the influence of liquor?—A. By his actions and words.

Q. I will ask you if the commissioner didn't put a warrant in your possession for the arrest of Major Baldwin and his driver, Tip Harris, for interfering with the property in possession of the court?—A. Yes.

Q. I will ask you if that was not done after the ambulance had been removed from your possession, where you had placed it, by Major Baldwin?—A. Yes, sir.

Q. I will ask you if it is not a fact that you had to give Major Baldwin and the driver, Tip Harris, to understand that you would arrest them if they did not deliver up the ambulance without further trouble?—A. No.

Q. Did you tell either of them that?—A. I told Tip after I had taken it into my possession the second time to let it alone or I would have to arrest them. I had a warrant.

Q. I will ask you if it is not a fact that Major Baldwin's conduct was such in taking possession of the ambulance and trying to remove it that the citizens of Chickasha came to you and offered their assistance in protecting the property and upholding the dignity of the court?—A. Why, I had several to offer me their assistance if they were needed.

By Mr. FECHHEIMER:

Q. Mr. Stone, in whose possession was that ambulance or wagon when you first saw it?—A. Mart Louthan's livery stable.

Q. In whose possession was it?—A. While I was there Tip Harris came up.

Q. Well, in whose possession and under whose control was it?—A. I have stated the facts as far as I know of.

Q. Well, in whose possession and control?—A. I stated in Mart Louthan's, and Tip Harris came up, and I gave him notice that I had attached the ambulance.

Q. Who is Tip Harris?—A. Mr. Baldwin's driver.

Q. Do you know whether or not Tip Harris is a Government employee?—A. No, sir.

Q. Well, what else did you do besides giving Tip Harris notice?—A. I went to bed.

Q. Did you take manual possession of that ambulance and remove it to a place and take it into your custody and hold it subject to the order of the court?—A. I put my hands on it; yes, sir.

Q. Where did you remove it to?—A. I afterwards moved it to——

Q. At that time; that night?—A. I left it there at the livery stable.

Q. Did you place it in anybody's charge to hold it for you?—A. No; not that night.

Q. Then, as a matter of fact, you did not take actual possession and custody of it that night?—A. Certainly, I did.

Q. State what manner.—A. I told Harris to leave it there—that I had attached it; I couldn't find anyone there at the stable that night, and I went off to bed.

Q. Then, as a matter of fact, you did not take actual possession of it and remove it to a place where it would be under your custody and control, and did not place anyone in charge of it as your agent to hold it for you as constable?—A. I took it in charge, but didn't remove it.

Q. As a matter of fact, Mr. Stone, could not anyone have gone in there and taken that ambulance out of there?—A. Certainly.

Q. Then it was not in your custody or under anyone's control for you?—A. It was in my custody.

Q. Was you anywhere near it at any time that night after you left it?—A. I went back there twice that night.

Q. Now, Mr. Stone, isn't it a fact that the first time you made an actual seizure of that ambulance it was at the depot at Chickasha, with four Government mules

hitched to it, and in charge of Tip Harris, as driver?—A. That was about the third time I considered it in my charge.

Q. Answer my question.—A. No, sir.

Q. When did you take actual possession of that ambulance, so that it was in your charge—in your actual possession and custody?—A. When I served Tip Harris with notice that I had attached it, that night.

Q. Isn't it a fact that all you did the night you got the papers was to notify Tip Harris that you had attached it?—A. Yes; that's about all.

By the INSPECTOR:

Q. You stated awhile ago, in answer to Mr. Fechheimer's question, that the next morning after you attached the ambulance you notified Major Baldwin of the attachment. Would he let you deliver the summons?—A. No. He refused to take the papers; said he wouldn't have anything to do with them.

Q. You stated that you went back to the livery barn twice after you had notified Harris and made the levy on the ambulance. What did you go back for?—A. To place it in some one's possession at the stable. There was no one there.

By Mr. FECHHEIMER:

Q. Now, isn't it a fact, Mr. Stone, that you took actual possession of that ambulance, so that nobody else had control of it, was when you took it from Tip Harris at the depot, with the four Government mules hitched to it, and drove it to the red barn and placed somebody in charge of it?—A. I don't consider it so. I considered it I attached it that night.

Q. The first time you took actual, manual possession of it?—A. Yes, sir; I took actual possession of it that night; I considered it I did.

By the INSPECTOR:

Q. Did you levy upon the ambulance the first night?—A. Yes, sir.

Q. What constitutes a levy here under your court?—A. To take possession of the property into your own possession and be responsible for it.

Q. Did you consider that you had levied upon the ambulance under the laws of your court and that you had actual possession of it?—A. Yes, sir.

By Mr. FISHER:

Q. Was this piece of property a piece of movable property?—A. Yes, sir.

Q. Could it be moved without much trouble?—A. Two mules could move it, good ones; three or four men.

Q. Where did you find the property?—A. Mart Louthan's livery stable yard.

Q. Did you move that property at all?—A. Yes, sir.

Q. That night?—A. No, sir.

Q. What time did you move that property?—A. The next day, evening; the next afternoon; next day.

Q. Was this warrant that you have mentioned sworn out before you moved that property the next evening, as you state?—A. Yes, sir.

Q. Did you make the affidavit?—A. No, sir.

Q. Who did make the affidavit?—A. I don't know.

Q. Did you place anybody in charge of that ambulance when you say you levied on it in the stable yard up there the night before you moved it?—A. No, sir.

Q. Did you do anything on that night at the time you went there with the attachment writ and looked at that ambulance in the stable yard except to notify Tip Harris, the driver?—A. No; that is all I done; all I could do about notifying; there wasn't anyone there.

By Mr. MONICAL:

Q. Didn't you place your hands on the ambulance?—A. Yes, sir.

Q. Is it not a fact that the next day after you made the levy at night you removed the ambulance to the jail yard and locked it up in order to protect it to be removed from town and to obviate the necessity of any further trouble?—A. I moved it from Mart Louthan's livery stable to another livery stable, and from there to the jail yard, the same day.

By the INSPECTOR:

Q. Why did you go to such precautions as that?—A. The chief of the Indian police, Major Baldwin's police, told me if they didn't get an order for the ambulance, he expected the orders to take it by force, which he would certainly do; so I locked it up in the jail yard.

L. D. STONE.

Subscribed and sworn to before me this 31st day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of J. W. SPEAKE, witness for the prosecution.

Direct examination by Mr. MONICAL:

Q. State your name and residence.—A. J. W. Speake; residence, Chickasha.

Q. What official position, if any, do you hold?—A. Deputy clerk of the United States court.

Q. Was you present at a conversation on or about the 22d day of November, 1896, in the office of M. M. Beavers, commissioner, when Major Baldwin was present?—A. I don't remember the date.

Q. Do you remember of the occasion when Major Baldwin was present in the commissioner's office, at the time Major Baldwin's ambulance had been attached?—A. Yes, sir.

Q. You may state what was said by Major Baldwin, if you can.—A. Major Baldwin seemed to be very much excited, and made the remark that if he had seven or eight of his soldiers here he would take that ambulance in defiance of the officers; that is about the substance of what he said.

Q. Was his language violent and abusive and ungentlemanly, either toward the officers or people of Chickasha?—A. Well, he seemed to be excited, and he said some rather harsh things there, but he afterwards apologized to the commissioner.

Q. Was he not very profane?—A. It appears to me that he was. I can't just remember now what he said.

Q. Was he intoxicated or under the influence of liquor?—A. I can't say that he was.

Q. Did you see him at any other place than the commissioner's office?—A. I don't think that I did, unless it was on the street here.

Q. Did you not at the time he was in the commissioner's office consider his conduct and language unwarranted?—A. If you want my opinion in regard to it, I would simply say this, that Captain Baldwin he only acted as any other man would under similar circumstances, being very much excited.

J. W. SPEAKE.

Subscribed and sworn to before me this 31st day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of GEORGE W. COFFMAN, witness for the prosecution.

Direct examination by Mr. MONICAL:

Q. State your name and residence and occupation?—A. George W. Coffman; residence, Chickasha; painter and paper hanger.

Q. Do you know Major Baldwin?—A. Yes sir.

Q. State when and where you first met him and what business transactions you had with him; go ahead and detail.—A. I first met him about—somewheres about the 1st of December, 1894, and him and Mr. Brown came down here from Anadarko, and Mr. Brown introduced me to him; he said he wanted a house papered, the house he occupied at Anadarko; he asked me what I would charge by the day, and I told him \$2.50 a day for eight hours' work and transportation going and coming; he left word here with the liveryman, and also three or four other parties, to get a horse at the barn over here and come up there Monday evening; I was called away that Saturday night to Duncan; he left word for me to come up there just as quick as I got back there; the liveryman met me at the train, said that he had to go to Anadarko anyhow with a drummer, and I could go out with him; when I got up there he had another man working there, but I worked there several days; and in the morning when I come back—I came back on the stage in the morning and he wasn't in his office yet, so I paid my way back here myself; the day before, though, he told me to come to the office and sign the pay roll, so I wouldn't have to come back for my check, and he would send it to me, which I done. I told the liveryman in presenting the bill to him for taking me up there to add \$1.50 which I paid the stage man coming back; he said he presented the bill and he refused to pay it. The pay rolls that I signed was the January pay day, 1895; about a month after that, somewheres in February, I wrote to him for my check; I didn't hear from him; soon after that I went to Anadarko; I asked Mr. Johnson, his chief clerk—I believe that is his name—where the agent was; he asked me what my business; I told him I came to see about a check for some work I done on his house; he told me I had to see the agent about that matter, as there was no check there for me; later I saw him in his office, saw Major Baldwin; he asked me what I wanted; I told him I came to see about that check; he told me there was no check there for me, and to get out of his office; one thing I wanted to say first, though; he said, "You haven't got the cheek to ask pay for that work;" I asked him why;

he said it all came off; I told him I knew better than that; I would be willing to go over with him and look at the work; he said, "What do you mean by talking to me that way," he said "Get out of my office;" I told him I had come quite a ways to see him about this matter, and I expected to treat him civil and I would like to be treated the same way; he got up and opened the door and told a policeman to put me out, and he pushed me out of the door, Major Baldwin and the policeman.

Q. Have you got your pay yet for doing that work?—A. No, sir; I reported the matter to the Commissioner of Indian Affairs, wrote him a letter; he said he referred my letter to Major Baldwin, as near as I recollect; I have that letter, and the Commissioner of Indian Affairs wrote me that Major Baldwin made a report that the work was done so poorly that he had to have it done over again at a great expense.

Q. At the time Major Baldwin spoke to you about doing this work in Chickasha, did he tell you or not that there was already an appropriation to pay for the work?—A. Yes, sir; he said there was already an appropriation to pay for the work, and I get my money the 1st of January.

Q. Did he afterwards tell you that there was no appropriation?—A. He said there was no money there for me; Mr. Johnson told me that also.

Q. The same night that Major Baldwin spoke to you in Chickasha about doing the work, did you see him intoxicated?—A. Well, he looked very much so to me.

Q. How did he act to make you think he was drunk or intoxicated?—A. He staggered; he couldn't stand up straight without swinging to and fro; he came down here, him and Mr. Brown, from the barber shop, where I was getting a shave—was in the chair—and wanted me to come out right away; I told him, "Wait till I get shaved;" told the barber to hurry up and get through, "I have to go and see him;" and he was "hicing" or gaping, and he couldn't hardly talk, and he said he have to go to the drug store and get something, so he (Major Baldwin), Mr. Brown, and I went down to Brown's drug store, and he asked him for some kind of medicine to kind a settle—I don't know how he said it now.

Q. While you were doing the work at Anadarko, was he under the influence of liquor?—A. I saw him drinking.

To be recalled for cross-examination at a later date.

G. W. KAUFFMAN.

Subscribed and sworn to before me this 31st day of December, 1896.

P. McCORMICK, *Inspector.*

Recess until 1 p. m.

Testimony of J. M. ELLIS, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name, residence, and occupation?—A. J. M. Ellis. I live at Minco, Ind. T. I am a contractor.

Q. What kind of a contractor?—A. General contractor.

Q. Are you a builder?—A. Yes, sir.

Q. How long have you been engaged in that business?—A. All my life. I have been working at the business all my life; been contracting twenty years.

Q. Have you any particular trade?—A. Yes, sir; I am a carpenter by trade; that's my trade.

Q. Do you know Major Baldwin, the Indian agent at Anadarko?—A. Yes, sir.

Q. How long have you known him?—A. I have known him a little over two years.

Q. Have you any business with him as Indian agent?—A. Yes, sir; I have.

Q. What has been the nature of that business?—A. I have had several contracts from Major Baldwin. I built the offices he is occupying now. I built a barn for him at the Kiowa school, and I have built eight Indian houses for him.

Q. When was the first work you did for him at Anadarko or elsewhere on the Kiowa and Comanche Reservation?—A. A year ago last July; two years next July.

Q. When did you do this other work that you have mentioned—building barn at the Kiowa school and building Indian houses?—A. The barn was the first work I did for him, and the agency office is the next.

Q. What was the next work?—A. Building the Indian houses last winter; finished them last February.

Q. What was the contract price for building those Indian houses?—A. Fifty dollars apiece.

Q. Was that simply for the work?—A. For the work, and I furnished the material for the flues.

Q. Well, was that a reasonable or unreasonable price for building those houses?—A. Well, for part of those houses it was very unreasonable. It was not enough money. Fifty dollars for such a house as that is low enough in a town,

but scatter them over the reservation and it is a very unreasonable contract—such contracts that I don't want any more of.

Q. Well, you say part of them was unreasonable. How was it as to the balance of them?—A. Owing to situation of them; means of getting to them. If it was situated conveniently, it was a very reasonable price.

Q. How have you found Major Baldwin in the several business transactions that you have had with him, reliable or unreliable?—A. I have found him reliable, very reliable.

Q. What kind of a business man have you found Major Baldwin, and how do you regard him as a business man?—A. I have always thought Major Baldwin was a fine business man. The dealings I have had with him warrant me in believing so.

Q. Has he always appeared to have had the interest of the Government and the interests of the Indians at heart in all the business transactions you have had with him?—A. Yes, sir; I think so, in every particular.

Q. Are you acquainted with the Kiowa school building, situated on the Indian reservation near Anadarko?—A. I was acquainted with it; yes, sir.

Q. Did you ever inspect that building for any purpose; and if so, for what purpose and at whose request?—A. I did inspect it, by the request of Major Baldwin, for the purpose to ascertain whether it would pay to fix it up and put it in shape to make it secure for school purposes.

Q. When did you make that inspection?—A. I think it was a year ago last July; I am positive it was.

Q. In July, 1895, the time that you built the barn there at the schoolhouse; was that the time?—A. Yes, sir.

Q. Did you make a report to Major Baldwin as to the condition of the building?—A. I did.

Q. What was the substance of that report?—A. My report was it would cost too much to fix it up; it would be too expensive to put it in repairs, and it should be torn down.

Q. Why did you report to him that it should be torn down and was too expensive to repair?—A. Well, the building was in such a shape that it would take more money to repair it than the building was worth?

Q. Well, did you report to him as to its then safety for school purposes?—A. Yes, sir; I reported that it was very unsafe, and stated in my report my reason why so.

Q. Now, if you remember the reasons that you stated, and the reasons that existed, please detail them.—A. In the first place, I found the foundation in a very bad shape; it was dangerous; it was cracked, and it was out of plumb in a number of places, and there was no possible chance to fix it solidly with any safety whatever, I thought, and I examined the building very carefully, in the presence of the Professor Hart, at the time. He took me in every room in the building, from basement to the attic, and I noted every defect in every room in the building. I found it out of repair throughout. There wasn't any part of the building in repair at all, except one or two new floors which had just been laid; sash and doors were out of repair; I don't think there was a good one in the building; a great deal of the plastering had fallen off. It was dilapidated and very unsafe throughout.

Q. Why do you say that it was very unsafe throughout?—A. In the first place the foundation was very much out of repair; it never was a good foundation; built on top of the ground, and there was number of cracks; the foundation alone rendered it very unsafe, the building, and it was very unsafe for children, I thought, too, in case of fire; no way in the world to get out. The building, in the first place, was settled in places from the chimneys, and consequently it made it unsafe in that regard in case of fire. It was in the worst shape I ever saw a building to be occupied as a school building.

Q. In what condition did you find the various floors in the different stories?—A. The floors were very irregular; out of shape every way; the building had sunken in different places; the plastering was in very bad condition.

Q. Of what material were the upper stories of that building above the basement constructed?—A. The great part of the framing, as I remember, was cottonwood; then there was a good deal of soft pine in it, and some native pine. I suppose the native pine was put there for repairs at different times since the building was built.

Q. Is cottonwood timber good for frame purposes for buildings of that kind?—A. No, sir; it is not.

Q. Why?—A. It is a wood that will warp and twist; it is impossible to keep it in position long at a time.

Q. Were you enabled to examine the framework and bracing of that house?—A. Yes, sir; I did examine it.

Q. In what condition did you then find this cottonwood framing of the house in?—A. Well, I found it in bad condition, warped and bent around in a great many different shapes, which it ought not to have been in a good building. I found that there was no sills under the building.

Q. Were any ever put in?—A. I don't think there ever were in. I think 2 by 10 or 2 by 12 was the largest piece in the foundation.

Q. Well, describe that framework, the frame of that building as you found it at that time, as to sills and studding and all that.—A. I found it out of repair, and as I say, it never was a first-class building; never was put there right in the first place. The largest piece of lumber of the sills was, as I say, 2 by 12. The studding were 16 inches apart—ordinary studding.

Q. Two-by-fours do you mean?—A. Some two-by-fours and some two-by-sixes. The roof, entirely, was of cottonwood and out of repair, leaking. It looked to me as if there may have been 100 places that the roof leaked in.

Q. Have you ever examined that building since that time?—A. No, sir; I have never been on the ground since then; don't remember of being on the ground since.

Q. Were you ever in that building at any time during a severe wind?—A. No, sir; I never was.

Q. Did you talk at that time when you made this examination with the professor or teacher that was in charge of that school there?—A. Yes, sir; he went in every room in the building with me. It was time of vacation when I was there and the rooms were locked, and he let me in every room and stayed with me.

Q. Was there anything said by this professor there in regard of the building shaking in times of storms?—A. Yes, sir; he spoke of its shaking, and also about its leaking, and showed me where it leaked. I remember him showing me. I expect he had a dozen or so, I didn't count them, vessels around where he had had them to catch water; he told me they were there to catch water; I suppose there may have been two dozen, maybe more; a good big amount.

Q. Did Major Baldwin, when he requested you to examine that building, say that he wanted it condemned in order that he might build a building at Mount Scott or any other place?—A. No, sir; he didn't.

Q. Did he tell you at any time before you made that report to him or at the time you showed him the report that he was going to condemn it and going to build a school at Mount Scott or any other place on the reservation?—A. No, sir; I didn't hear of the Mount Scott building until maybe a year after that.

Q. Are you acquainted with Dudley P. Brown who lives at Anadarko and is an Indian trader there?—A. I am.

Q. Did you ever have a conversation with Dudley P. Brown in his store at Anadarko, or in his office in that store, in regard to the Kiowa school building and the building of the Mount Scott school building?—A. I don't know that I ever talked to Mr. Brown about the Mount Scott building at all. I have had a good deal to do with Mr. Brown and been in his office, but don't remember of ever having a conversation about the Mount Scott building.

Q. Mr. Brown has testified in this case as follows: "Mr. Ellis came into my store office one day and asked me if I knew anything about Major Baldwin going to have the Kiowa school condemned. I told him that I did not, except that I had heard Baldwin say that he was going to have it condemned, and then build the finest school out in the Wichita Mountains that had ever been built upon an Indian reservation. Ellis said, 'That is what I am told, and if Baldwin wants some one to condemn that school I wish you would tell him that I will condemn it for him, regardless of its condition, if he intends building another school in the place of it.' He said that he would then get a chance to bid on the other school and make some money out of it. I didn't tell Mr. Ellis whether I would tell Major Baldwin what I was asked to or not, and I never told him." Did you ever have such a conversation with Dudley P. Brown as that just detailed to you, in his office or anywhere else?—A. No, sir; I never; he nor no one else.

Q. At the time that Major Baldwin, a year ago last July, requested you to inspect the Kiowa school building, did he tell you that he wanted you to condemn that building?—A. No, sir.

Q. Has he at any time ever asked you to report anything but the facts in regard to that building?—A. He never has.

By the INSPECTOR:

Q. At the time that you examined this building was it plastered on the inside?—A. Yes, sir.

Q. Was the plastering much off of the walls?—A. Considerable off; yes, sir; very badly cracked, and a good deal of it off.

Q. How large a space would it cover where it was entirely off?—A. Well, there was several spaces where it was badly off.

Q. Two feet?—A. Yes, sir; in places more than that.

Q. If the plastering was not off any more than you have described, will you tell me how you were enabled to get at the different dimensions in the frame?—A. There was a number of places that I could see at the time, so that I could see the framework in different places. I could also see the attic, where there was no plastering, and I could see the sills in the basement. I even pulled some rock in the foundation to see the lower part of the frame; took it out from the inside in the basement. I was furnished a chisel by the professor to do this.

Q. You stated that you made a report to Major Baldwin that it would cost too much to repair it?—A. Yes, sir.

Q. What was your estimate of repairs?—A. I have forgotten; I took my report in note form. I noted the basement, I noted each room, and I couldn't give you the amounts that it would cost to repair it at all. I reported on the different portions of the building. I give a thorough report of it in itemized form.

Q. Are you able to give an approximation as to what you calculated it would cost to repair it?—A. I would not, sir, with any certainty, because I have forgotten.

Q. Aren't, up to three years ago, the majority of the buildings constructed in this country made from cottonwood frame?—A. I wasn't here; I came here three years ago. I see a great many of the old buildings; most of the frame is cottonwood.

Q. Is it usual when a house resting on a stone foundation of that size, with the cracks in the foundation—is it usual to tear down the house on account of the cracks?—A. If that crack is sufficient to make the building unsafe, it is usual to pull the foundation out.

Q. Can't a stone wall under a building be repaired?—A. Oh, yes, sir; some walls could.

Q. Mr. Ellis, did you ever have a conversation with Mr. Cleveland or Mr. Craggs in which you advised them not to kick against the condemnation of the Kiowa school building and let a new school be erected, that it would bring money in their pocket?—A. No, sir; I never have to that effect with neither one of them, not that particular conversation. I don't suppose I ever advised any of the traders. I never had no such conversation.

By Mr. MONICAL:

Q. What time of day was it when you examined this building?—A. I think it was in the evening.

Q. How long was you in examining the building?—A. I was there several hours, probably three hours, I suppose about.

Q. Was you there long enough to find 100 leaky places in the roof and all these other cracks and defects you speak of?—A. I suppose you.

Q. What kind of shingles was on the roof?—A. If I remember they were white pine.

Q. Didn't you state a while ago that the entire roof was cottonwood?—A. The entire framework of the roof was cottonwood.

Q. Where are these cracks in the wall; what part of the wall?—A. Numbers of places. I think the worst crack, if I remember right, was the northwest portion of the building, one of the corners in the west portion; several real bad cracks in that portion of the building.

Q. Could not that part of the foundation been repaired?—A. According to my judgment it couldn't be repaired, unless it was repaired with a new one entirely.

Q. Could not a part of that wall been taken out and a new one put in and made sound?—A. Yes, sir; you could have taken any portion of it out.

Q. You stated that the foundation had commenced near the surface. Is it not a fact that all the foundations built in this section on the bottom land or near the river are commenced close to the surface?—A. I really don't know. That is the only foundation I have ever examined in this part of the country.

Q. How many inches was the building out of plumb?—A. I don't know.

Q. Then how do you know that it was out of plumb?—A. I could see it was out of plumb. I didn't take the number of inches.

Q. Did you put a plumb rule to it?—A. No, sir; nor level, nor square.

Q. State how, then, you could tell if you didn't try it by any of these standards of architecture?—A. I could see such things by my eye. I have got a pretty good eye.

Q. How many inches do you think it was out of plumb?—A. Sufficiently enough to make it unsafe and to make it leak and shake and give and tremble.

Q. State, now, exactly what part of that frame was cottonwood.—A. The majority or most of the joists was cottonwood, the joists that held up the floor was cottonwood, and the beams that held up the ceiling was cottonwood, the entire framing of the roof was cottonwood, the sheeting was cottonwood.

Q. Is it not a fact that cottonwood in a building is one of the stiffest kinds of wood for frames?—A. No, sir; it is not.

Q. Where it is in the dry?—A. Dozen pieces of cottonwood is a disadvantage to any building, any portion of it.

Q. Is not cottonwood in the dry, after it is seasoned, very hard and stiff and hard to split?—A. Some of the cottonwood is hard; some of it takes dry rot and decays quickly.

Q. Are not nearly all building woods susceptible to dry rot?—A. All building material will rot, some more quickly than others.

Q. When you were making the contract to build Indian houses, did you take into consideration the distance where you would have to go to make these houses?—A. Yes, sir; certainly.

Q. Then, as an experienced contractor, why did you take them at such an unreasonable figure?—A. Simply to make some money out of them.

By Mr. FISHER:

Q. How could you make money out of them if they were at an unreasonable figure?—A. There was a good many of those houses there wasn't any money made out of at all.

Q. How many did you make money out of?—A. Some of those houses were unreasonably low; it depended on the distance, the location of the building.

Q. How many were unreasonably low?—A. I had eight; there was about three out of the eight were unreasonably low.

Q. Then five of them you made some money on, did you?—A. A very reasonable price; yes, sir.

Q. Well, how much money did you make, or about, on the eight houses?—A. Fifty dollars apiece was the contract price.

Q. What profit did you make on the eight houses you built?—A. I made a very little profit; about a regular day's wages working at anything else.

Q. About how much more than wages did you make on the entire eight houses?—A. There wasn't anything but wages in the buildings for me; the ones that I had anything to do with.

J. M. ELLIS.

Subscribed and sworn to before me this 31st day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of CHADDLE KAUNG KY (Kiowa), called by the inspector.

The witness being shown not to understand the English language, T. F. Woodward, being first duly sworn, interpreted as follows:

Examination by the INSPECTOR:

Q. Ask him his name.—A. Chaddle kaung ky; formerly had a judge attached to it.

Q. Ask him if he is an Indian; if so, what tribe he is a member of.—A. Kiowa tribe.

Q. Ask him if he was a judge of court of Indian offenses.—A. Yes, sir; I was at one time.

Q. Ask him if he is now.—A. Last June was cut off.

Q. Ask him if he was appointed by Major Baldwin to inspect the cattle that were delivered there to be issued to the Indians.—A. Yes, sir; he told him that he wanted him to inspect them.

Q. Ask him if he did inspect them.—A. After they was in the corral I went with Lone Wolf and White Eagle and Big Tree and looked at the cattle.

Q. Well, ask him if he thought they were good cattle.—A. I looked at the cattle, and the agent asked me what I thought of them, and I remarked that they were very small, inferior cattle.

Q. Ask him if he signed any papers afterwards, after they were inspected, that Stillwell signed, or anybody else, of inspection.—A. After I looked at the cattle, the agent told us to come up to his office, and we went there; he told us then to sign a paper, that was supposed to say that the contract was filled and that they would receive the cattle, such as they would receive. I said no, that we would not sign the paper; asked us to touch the pen to sign the paper, and I said no, I would not.

Q. Ask him if he ever did sign it.—A. No, sir; he says, I did not sign any; I told my friends that we would not sign this paper for the cattle; we had been like boys at one time to do business, but now we were not.

Q. Well, ask him if he didn't get his share of the cattle.—A. No, sir; not at that time.

Q. Well, ask him if he got them out of the next contract that the Indians put in or Craggs.—A. It was pretty near in the fall of the year, he says, that I got mine.

Q. Well, when he stated that he refused to sign them, what did the agent tell him?—A. He says, when he told me to sign it and I refused, why, he says, "Why do you do that? Whenever a trader or squaw man wants you to do anything you are right in with them."

Q. Ask if White Eagle's other name is Is hi ti.—A. Yes.

By Mr. FISHER:

Q. Ask him again what other Indians went with him to look at the cattle.—A. I know the Kiowas good, he says; Lone Wolf, Big Tree, and myself.

Q. Did any white man go with them?—A. There was an old white man went along afoot; thinks he belongs down at Sill.

Q. Was it Mr. Hardin?—A. I don't know whether it was or not; I think he belongs down to the Comanches.

Q. When you reported to Major Baldwin that you didn't like the cattle because they were small, what did you mean by that? Why didn't you like them?—A. Well, as I said before, he thought the cattle was small, and wasn't such as they ought to have; I thought they was no good; they already had the I-D on and thought those men from the distance would get theirs first; if they gave out on the road, they could put them up in front on their horses and take them on home.

Q. Isn't it true the reason you didn't like the cattle was because they were not grown cattle, big cattle, 3 years old and over?—A. I wanted larger cattle, with flesh on them.

Q. Didn't you say out at the issue pen, in the presence of Mr. Hardin and some other parties, that you liked the cattle all right except a few of them, and that you wanted Major Baldwin to give the few little cattle to the Mexicans and let the Indians have the big cattle that were there?—A. No, sir; I didn't say anything to Mr. Hardin.

Q. Isn't it true that the only reason you gave to Major Baldwin for not signing the papers about those cattle was that you wouldn't sign any more papers except in an Indian council?—A. No, sir; I didn't say anything of that kind. I said that we had better telegraph for an inspector to come and see these cattle before we received them, but my agent said no.

Q. Didn't you go to Major Baldwin, the agent's office, as late as yesterday afternoon, December 30, and tell Major Baldwin, in a conversation you then had with him, that you were the first of the Indians, you, Lone Wolf, and Ko moty, the first of the Indians that were satisfied with the cattle, and that you got the other Indians to be satisfied with the cattle, and that you were satisfied when you saw them out there, the time you went to look at them?—A. No, sir; I didn't say anything at all. Lone Wolf talked some with the agent yesterday evening. I did not. Some conversation passed between Ah pe atone and us concerning the cattle.

Q. Did you pretend to say that you had no talk with Major Baldwin yesterday afternoon?—A. No, sir; I don't talk none.

Q. Who was in the agent's office at the time that Lone Wolf was talking and you was there?—A. Ko moty, Lone Wolf, and myself.

Q. Anybody else there?—A. Several of them out a little ways back; saw Ah'pe tone for one, and some others; didn't mention any names.

Q. Who did the interpreting yesterday afternoon?—A. John Jackson, they call him.

Q. Do you like Major Baldwin?—A. He said that he is not a particular friend of anyone here.

Q. Isn't it true that you are an enemy of Major Baldwin?—A. No, sir; when he goes to do business, just as well do business in a businesslike manner; not enemies of anybody.

Q. Wasn't he—you say you were a judge among the Indians up there. Who made you judge?—A. Mr. White, special agent.

Q. Did Major Baldwin turn you out of that office?—A. Yes, sir.

Q. Why did Major Baldwin turn you out of the judgeship?—A. Well, it was on account of him kicking about the cattle; I thought my people deserved better cattle than that, and I was looking out for my people.

Q. At the time Major Baldwin turned you out of the judgeship, didn't he tell you that he was trifling in the office that he held, and that he was disloyal to Major Baldwin, and also to the Indians, and that he never tried a case with justice to the parties?—A. No; he never said anything to me of that kind in the office, but I got a letter from him. I went to the post-office in Mr. Brown's store; there I found a large letter directed to me; I put it in my pocket and went off; never opened it at that time, but I found my brother's boy, who could read, and he read

the letter to me. He laughed when he opened the letter; said it was from Major Baldwin, and that he told him that his judge was cut off, and that he didn't want to have any more business with him, and a great many more bad things that was contained in that letter.

CHADDLE KAUNG KY (his x mark).

Attest:

D. H. KELSEY.
P. B. MONICAL.

Subscribed and sworn to before me this 31st day of December, 1896.

P. McCORMICK, *Inspector*.

I do solemnly swear that I have explained to the Indian above named and am satisfied that he understands the nature of the above testimony, and that my interpretation of the same is true and correct.

T. F. WOODARD.

Subscribed and sworn to before me this 31st day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of LONE WOLF (Kiowa), called by the inspector.

The witness being shown not to understand the English language, T. F. Woodard, being first duly sworn, interpreted as follows:

Examination by the INSPECTOR:

Q. Ask him his name.—A. Lone Wolf.

Q. Ask him if he is an Indian; and if so, what tribe is he a member of.—A. Kiowa.

Q. Ask him if he is a chief or head man in his tribe.—A. Yes, sir; he is a chief of the Kiowa tribe.

Q. Ask him if he is a chief now.—A. While he has the Indians under him, the agent has told him that he was not chief of all the Indians.

Q. Ask him if Major Baldwin appointed him to inspect the cattle that were delivered to be issued to the Indians last May or June.—A. Yes, sir; he told him to come.

Q. Ask him if he did inspect them.—A. Yes, sir.

Q. Ask him if they were good cattle.—A. They was very small and poor.

Q. Ask him if he signed any papers after they were inspected.—A. No, sir; I did not sign any. Agent told me to come and sign a paper that we would send to the Commissioner or Secretary that the cattle was all right, and I refused.

Q. Ask him why he refused.—A. Because, in my judgment, the cattle was not good; they was very poor and small.

Q. Ask him who was with him when he went to the pens to look at the cattle.—A. Judge Chaddle kaung ky, Big Tree, and myself, and White Eagle, the Comanche, was along.

Q. Ask him if any white man was along.—A. There was no white men with them.

Q. Ask him did he report to Major Baldwin after he had looked at the cattle.—A. After they had looked at them it wasn't but a little while till they commenced issuing them to some of the Comanches.

Q. (Question repeated.)—A. There at the pens he told them to take the cattle; and they went to issuing them; the agent told the Indians.

By Mr. FISHER:

Q. Who was with you looking at the cattle?—A. White Eagle and Judge Chaddle kaung ky and Big Tree and myself were at the pens.

Q. Was there any white man with them?—A. There was some white men around the pens, but none went with us.

Q. Was there an old white man there?—A. One tolerably old-looking man there; don't know how old he was; didn't know him.

Q. Did he talk to the old man?—A. No, sir; he did not.

Q. Did the old man ask him any questions about the cattle?—A. No, sir.

Q. Did he ask Ish i ti or anybody that was with him?—A. We all were standing by the pens together, and I soon left them and went off. He didn't talk that I know of.

Q. Did you tell Major Baldwin at that time or soon afterwards in his office how you liked the cattle?—A. I didn't talk any at the agent at the pens at all. There was a great many there, and the Indians were doing a great deal of talking; and I didn't talk to him about the cattle.

Q. Did you talk with him afterwards in his office?—A. I entered the office afterwards, and the agent told me, and he says, "Come back and touch this pen; sign this paper," and I says, "No."

Q. Did the agent tell him what the paper was?—A. It was in regard to the paper about the receipt of the cattle, that they were satisfied in receipt of the cattle; wanted to send this paper to the Commissioner or Secretary.

Q. Did he tell the agent why he wouldn't sign the paper?—A. Yes, sir; there was a great deal of talk amongst our people that the cattle was not such as we ought to get, because it was not the best thing for our people that I wouldn't sign the paper; the paper was in regard to those cattle.

Q. Didn't he tell the agent he wanted big cattle, 3-year-old and up?—A. Yes; we talked about this at the schoolhouse; I told him we ought to get good cattle; my people were all poor, the Kiowas, Comanches, and Apaches, and I wanted to do the best thing I could for them; I thought these cattle would not be suitable for our people; but the agent says, "No, we have already contracted for these."

Q. Well, didn't he say he wanted big cattle?—A. Yes, sir; I said I wanted larger cattle.

Q. Did you get any of these cattle that you have been talking about?—A. Yes, sir; I got some of them and started home with them, and one of them died just the time I got there with them, and lost \$15.50; he says one of my children saw it dead and cried about it; that was his.

Q. How many cattle did you get of these?—A. Six. Got five left, one dead.

Q. Those cattle that are left, they are doing very well, ain't they?—A. They are all alive; I take good care of them and herd them; a great many cattle pass up the trail west of us to the Cherokee Strip; we have to watch our cattle every day to keep them from being driven off by these passing through the country.

Q. How many were driven out with your cattle; how many other Indians drove cattle out, and how many cattle were there?—A. All that lived on Elk Creek drove together; I don't know how many there was in the bunch, but when we got out there we separated them and taken them to our homes.

Q. Isn't it a fact that the one that dies was one that you sold to the Government and got him given back to you?—A. No, sir; I think too much of my cattle to sell them—heifers.

Q. How far do you live from the issue pen at Anadarko?—A. Sixty-five miles west.

Q. Isn't it true that the cattle you received at the issue pens that you have been talking about were driven to the issue pens to your home, 65 miles, in one day?—A. No, sir; the cattle we received was very poor, and we drove them very slow, and we got there in three days.

Q. Do you like Major Baldwin?—A. He says we was awful good friends, but he says the agent and me fell out and we wasn't friends any more.

Q. How long ago was it that you and Major Baldwin fell out?—A. I think he says it was in June.

Q. What year?—A. Last summer.

Q. Didn't you go into Major Baldwin's office yesterday afternoon, December 30, and profess great friendship for him, and tell him that you was his best friend?—A. No, sir; I didn't say anything of the kind.

Q. Was you in Major Baldwin's office yesterday afternoon?—A. Yes, sir; he says the agent sent for me and I went in there.

Q. Did you talk to Major Baldwin?—A. Yes, sir; we talked some; didn't agree very well, though.

Q. Did Chaddle kaung ky talk to him?—A. Chaddle kaung ky talked some, I think.

Q. Didn't you tell Major Baldwin that you were satisfied and liked the cattle that you had got—the ones you have been talking about?—A. No, sir; I didn't.

Q. Who was present in the office when you had this talk with Major Baldwin yesterday?—A. There was Judge Chaddle kaung ky and myself and Ko mo ty, and there was some others in there, Ah epe tone and Tong e i he, and some others I don't remember; Goo ladle.

Q. Who interpreted for the talk with Major Baldwin yesterday?—A. Agent's interpreter; regular interpreter.

Q. John Jackson?—A. Yes, sir.

LONE (his x mark) WOLF.

Attest:

D. H. KELSEY.

P. B. MONICAL.

Subscribed and sworn to before me this 31st day of December, 1896.

P. McCORMICK, *Inspector.*

I do solemnly swear that I have explained to the Indian above named and am satisfied that he understands the nature of the above testimony, and that my interpretation of the same is true and correct.

T. F. WOODARD.

Subscribed and sworn to before me this 31st day of December, 1896.

P. McCORMICK, *Inspector.*

Testimony of KO MA TA (Kiowa), called by the inspector.

The witness being shown not to understand the English language, T. F. Woodard, being first duly sworn, interpreted as follows:

Examination by the INSPECTOR:

Q. What is his name and tribe?—A. Ko ma ta; Kiowa.

Q. Ask him if he is one of the headmen of his tribe.—A. Yes; small chief, or headman.

Q. Ask him if he inspected cattle that were delivered last May or June.—A. Yes, sir.

Q. Ask him if Major Baldwin, the agent, appointed him to do it.—A. He didn't tell me to go and inspect the cattle, but the Kiowas said the agent had asked several of the chiefs to go and inspect the cattle, and I went.

Q. Ask him how come he to go to inspect him if the agent didn't ask him.—A. He had heard the day before that the cattle was very small, and he didn't want to take them. His people and he went to look at the cattle and saw they were already issuing them when he got there.

Q. Ask him if they were good cattle.—A. I looked at the cattle and they was very small—a good many inferior, I thought—but they was a good many of them issued, and I thought I would take the same as the rest of them. I got three for my family and some of my near relation. We took them all out together.

Q. Ask him if he has all of them yet that he got.—A. No, sir; I haven't got them all yet. We started from Anadarko and drove them until we got near Rainy Mountain Creek, near Mr. Hicks's camp. One of them gave out and lay down; therefore I went on with the balance of them a little farther in camp, and I got Mr. Hicks to come back with me; and when we got there, this one was dead.

Q. Ask him how far he drove them the first day.—A. Don't know how many miles we drove them, but it took us three days to get home.

Q. Ask him how far is it from Anadarko to his home.—A. About 60 miles to my place.

Q. To what point did he drive them the first day?—A. Just below Padre's place, on Hog Creek.

Q. Ask him how far he drove them the second day.—A. To Sugar Creek, they camped the next night.

Q. Ask him what time of day he left Anadarko the first day with the cattle.—A. Not quite noon; sun wasn't quite—

By Mr. FISHER:

Q. Were Lone Wolf's cattle with his that were driven out into that country?—A. Yes, sir.

Q. Which lives the farthest from Anadarko, you or Lone Wolf?—A. Lone Wolf lives a little the farthest, I think.

Q. Was it hot weather at the time you drove these cattle out?—A. Yes, sir. He thinks it was June.

Q. How often did they water the cattle while you were driving them out?—A. Pretty plenty of water along, he says, in the creeks that they had.

Q. Was you present yesterday afternoon in Major Baldwin's office when Lone Wolf and Chaddle kaung ky were there talking to Major Baldwin?—A. Yes, sir; I was in there.

Q. Did you talk any to Major Baldwin?—A. No, sir; I didn't talk any. Lone Wolf done most of the talking. Maybe Chaddle kaung ky talked to some of the Indians that was there. I afterwards spoke to agent a few words in regard to some money.

Q. Now, isn't it true that Chaddle kaung ky talked to Major Baldwin some?—A. Yes, sir; Chaddle kaung ky done some talking; he was talking to Ah pe atone and the agent about the time they came from down to this country; that there was plenty of buffalo in the country.

Q. Do you like Major Baldwin?—A. No, sir; I don't like him much.

Q. Didn't Major Baldwin depose you as headman or chief, cut you off?—A. Yes, sir; the agent broke him from being chief; the time that these other men, Lone

Wolf, Chaddle kaung ky, and Big Tree, went to the agent's office and he wanted them to sign a paper stating to the Commissioner that these cattle was all right and they would not, I was not present; then after I got home I received a letter from Agent Baldwin, and I thought now here is my friend sending me some good news; I got a man to open the letter and read it, and he raked me from my soles of my feet to the top of my head; there was nothing that he didn't touch on, he says, about my body.

Q. Isn't it true that Major Baldwin cut you off from being chief because you was collecting money from the cattlemen that had cattle in your country and appropriating it to your own use and not letting it go in where it could be distributed to your poor Indian neighbors?—A. In regard to that question he says, I have got to say Captain Ikard had a pasture beyond my place and there was four of us that worked there; the four of us received \$65 a month, divided amongst the four, and of course that belonged to us that we worked for it, but there wasn't nothing said about receiving any other money at all, and not until the Lime Creek council did the agent say anything against their receiving any wages at all; then he cut off all that kind of work. I was kind'y like a white man; I thought I was getting on the white man's road; I had a little horse pasture of 15 acres that I rented to Ikard for his saddle horses, and I had another little pasture of 8 acres with a dugout and plenty of water, and they paid me a small sum for the use of them; but after I got—I thought I was getting along pretty good, but the agent cut this all off and just left me without anything.

KO MA TA (his x mark).

Attest:

D. H. KELSEY.
P. B. MONICAL.

Subscribed and sworn to before me this 31st day of December, 1896.

P. McCORMICK, *Inspector*.

I do solemnly swear that I have explained to the Indian above named and am satisfied that he understands the nature of the above testimony, and that my interpretation of the same is true and correct.

T. F. WOODARD.

Subscribed and sworn to before me this 31st day of December, 1896.

P. McCORMICK, *Inspector*.

Testimony of L. MOSBACHER, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name, residence, and occupation?—A. My name is L. Mosbacher; I live in Chickasha, Ind. T.; I am engaged in the general merchandise business.

Q. Are you a member of the firm of Mosbacher & Raas?—A. I am.

Q. How long have you known Major Baldwin, the Indian agent at Anadarko?—A. I have known him ever since he has been agent out there.

Q. How frequently have you met him during that time, and how often have you had business transactions with him?—A. I never met him personally until when they opened that new commissary out there, about last April. I really only had one business transaction with him.

Q. How did you find him as to that transaction, reliable or unreliable?—A. I found him reliable in every respect.

Q. From that transaction did you form any opinion as to whether he was a good business man or not?—A. Well, I should judge Mr. Baldwin is a good business man.

Q. Did he appear to be looking after the interest of the Government and the Indians in the transaction you had or not?—A. The contract I had with Major Baldwin was made under an open bid. Everybody had a right to bid and the lowest man got it, and I was the lowest man.

Q. Did you comply fully with the terms of the contract and the terms of the advertisement for bids?—A. I did.

Q. Are there many Indians from this reservation, which Major Baldwin has charge of, trade at Chickasha?—A. Yes; they all trade here, all Indians living north of Fort Sill, up to the Washita; they all trade here more or less.

Q. Has there been any increase in the trade of Indians at Chickasha since Major Baldwin has been agent than in prior years?—A. Yes, sir; there has been a considerable increase. They have been coming here more and more all the time, up until the last payment, when the traders scared them off from coming here.

Q. Have any Indians told you that the traders had tried to scare them off from coming here?—A. Yes, sir; right in our store.

Q. About how many Indians have told you that?—A. Well, I don't remember exactly, but three or four of them.

Q. Do you remember whether those Indians were chiefs or— A. I don't know.

Q. How have you been selling to the Indians here? At any higher price than you sell to white people that trade here?—A. No, sir; we sell to the Indians at exactly the same price as we do white people.

Q. What is the average per cent less that they can buy goods for here than they buy from the traders at Anadarko and other traders on the reservation?—A. All the way from 25 to 100 per cent.

Q. How do you know that?—A. I can only say this from the way the Indians tell me. That is the only way we can find out.

Q. Do you remember an occurrence of L. D. Stone, United States constable, claiming to have levied on an ambulance that Major Baldwin uses in traveling around the country?—A. I do.

Q. Do you remember when that occurred; about the time?—A. About four or six weeks ago. Something like that.

Q. In what month, if you recollect?—A. Must have been in November.

Q. Do you know what time of the day it was said that Mr. Stone first attached this property?—A. I was informed of it when I came back from supper in the evening, which is about half after 7.

Q. How long prior to that time did you hear that it had occurred?—A. About an hour before, or three-quarters of an hour before.

Q. Did you see Major Baldwin the next morning?—A. I did.

Q. Did you see Mr. L. D. Stone the next morning?—A. I did.

Q. Do you know whether Major Baldwin was here in town at the time the levy was made the night before?—A. I know he was not here; he came in on the midnight train.

Q. Was you present when Major Baldwin and Mr. Stone had a conversation the next morning?—A. I was not.

Q. Do you know of Mr. Stone, the constable, giving Major Baldwin permission to have that ambulance hitched up and haul his baggage up from the depot, and use it around town here providing he didn't leave town with it?—A. After I learned that the ambulance had been attached, I sent for Mr. Stone and asked him the circumstances of the attachment, intending if it was a personal matter of Major Baldwin to give bond for the attachment, then I learned what the attachment was levied for. I refused to give bond; I wouldn't give no bond, except at the request of Major Baldwin. Mr. Shepherd, who represented the parties who levied the attachment, attorney, was very anxious for me to give that bond, but I didn't do it, but upon the request of the nigger who drove the ambulance, you know, and who was very anxious to meet Major Baldwin at the midnight train, I asked Mr. Stone permission to let the nigger coachman use the ambulance to go to the depot, met the Major, or Captain, and use it around town, promising him at the time that I would be personally responsible to him for any damage that should occur to him; this permission Mr. Stone granted.

Q. Did Mr. Stone come to you the next morning and withdraw that permission?—A. No, sir.

Q. Was the ambulance hitched up again the next morning and driven to the depot for baggage or express matter?—A. Yes, sir; I saw it going up and down the street here.

Q. Was that permission withdrawn by Mr. Stone prior to its going down the street the next day?—A. Mr. Stone never said anything more to me about it.

Q. Why did you take so much interest in Major Baldwin's affairs?—A. Because Major Baldwin has shown himself always very friendly disposed towards the merchants of this town; he has given the Indians permission to come down here and do their trading here, provided they could get more for their money here than at Anadarko; he has helped us in building roads, and has always been on friendly terms with us merchants here in town.

Q. Hasn't he granted the same privilege to the Indians to go to Minco and Marlow and Rush Springs?—A. Yes, sir.

Q. How are the Indians treated in that respect by former Indian agents that have been at Anadarko?—A. Well, so far as I could learn at the time, some of them have always tried to keep the Indians at home; in other words, refused them permission to come to town.

Q. Isn't it a fact that Major Baldwin has instructed the merchants here not to credit the Indians to any extent?—A. That's right.

Q. What has been his instructions in that particular, about crediting Indians, to the merchants in this town, as far as you know?—A. He has never given any direct instructions to us.

Q. Has he ever made any request of you in that respect?—A. No; he has never made any request of us.

Q. Did you ever receive any message from Major Baldwin, directly or indirectly?—A. I was told by Mr. Fechheimer that Major Baldwin had sent word down to the merchants here not to sell to the Indians any goods on credit, as he would not allow any collectors to come out at the agency.

Q. How long ago was that, or about how long ago?—A. I believe that was some time—the payment before this.

Q. Last May payment?—A. Yes, sir.

By the INSPECTOR:

Q. You stated that the Indians have been coming here more and more during the past two years until the last payment, when the traders scared them off from coming here, and that the Indians told you that the traders had done so. Now, what did the Indians say they had done to scare them—what means had they used?—A. The Indians told me in the store that the traders had sent word out to them that if they come to Chickasha—the Indians—they would attach their teams and take them away; that if the Chickasha people could take Major Baldwin's team away they certainly could take your teams away. Naturally we didn't see any Indians in town, and we commenced to inquire about it, and that is the explanation we got from the Indians.

Q. Using such intimidation, as you may call it, to the Indians, is not that legitimate with men in your business?—A. Merchants, as a class, are as honorable and as upright in their business methods as any other class of people, and if some of them use underhanded methods to help along their business the great majority would certainly not do it.

By Mr. MONICAL:

Q. I will ask you if your firm and some of the other merchants have not at different times bought beef and supplies and sent word to the Indians that you would give it to them if they would come down here to trade?—A. Yes, sir; and some of the other towns always does it.

Q. I understood you to say that permission, if any was given by Constable Stone, to use the ambulance was only given for that night, to conduct Major Baldwin from the depot to the hotel with his baggage?—A. That is what I said; yes, sir.

Q. What traders did the Indians say had told them that their teams would be attached at Chickasha if they came here to trade?—A. Clevelands and Craggs.

L. MORBACHER.

Subscribed and sworn to before me this 31st day of December, 1896.

P. MCCORMICK, *Inspector.*

Examination adjourned until 9 a. m., January 1, 1897.

Hearing resumed pursuant to adjournment to this hour, 9 a. m., January 1, 1897.

Testimony of D. P. SMITH, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name, residence, and occupation.—A. D. P. Smith; residence is Chickasha, Ind. T.; architect and civil engineer.

Q. How long have you practiced at that occupation?—A. For twenty-five years.

Q. Have you devoted much of that time to architecture?—A. Well, considerable of that time; yes, sir; looking after building, and building part of the time myself.

Q. Are you acquainted with Major Baldwin, the Indian agent at Anadarko?—A. Yes, sir.

Q. How long have you known him?—A. Soon after taking charge of the agency; I don't know how long after that time; soon after.

Q. Have you ever at any time, at the request of Major Baldwin, examined a building known as the Kiowa school building, situated at Anadarko?—A. I have.

Q. When did you make that examination?—A. Last Monday was a week ago, I think it was, to my recollection.

Q. Did you ever examine that building at any time prior to that date?—A. I did not.

Q. Do you regard that building as a safe building for school purposes?—A. I do not.

Q. Will you go on now and give your reasons in detail?—A. The building is

constructed in the form of a capital letter H, and has a stone basement. The second and third story is wood. The stone basement was intended to be rubble-stone work. The out-stone appearance is that on approaching the building. Those stone were merely veneering. That is, it is set on edge, vertically. The balance of the wall was backed in with small stone, with but few ties, if any—I didn't see any ties in what had been taken down, cross-ties—and with very inferior mortar. It really might have been termed a concrete wall, instead of rubble work, from the fact that the rock are too small and no ties in it. There was considerable openings in this basement portion, windows and doors, with wood sills and lintels. On finishing the wall, there was no sills to the upper structure. It was, in the place of sills, there was a wall plate. That wall plate was cottonwood timber, 2 inches by 10. It was laid flat on the wall. That was the only thing that served as a sill—which was not a sill, only a wall plate. The joists of the building rested on this wall plate and toe-nailed to it. So far as the upper structure, it was out of shape, being lower in places. The floor was uneven, and looked to be comparatively worn out—that is, the floor. It was soft-pine lumber. The plastering was pretty much all off, or cracked so it would have to be replaced. In the settling of the walls, it threw the windows and doors rather out of shape. It was difficult to raise the windows. There was other defects about it, that I can't call to mind exactly now.

Q. What kind of timber was the frame of the building—the studding, the roof framing, and all that?—A. All that I could see and examine, cottonwood; native growth in that country up there. That is, what I could see. The flooring I think is white pine.

Q. How was the roof? Did you examine that?—A. Not particularly did I examine the roof. The building, from the second story, there was no escape; that is, the second wood story; would be the third story, taking in the basement. There was no escape excepting a narrow stairway in the waist of the building, between the two portions, the central portions.

Q. What was the condition of the studding and framework of the roof in the attic?—A. Well, I can't say as to that. I didn't examine it. I never went through a thorough examination, only what come in view.

Q. Did you go into the attic and examine the framework of the roof?—A. I did not.

Q. Did you observe as to whether the house was standing plumb or not or out of plumb?—A. It was a little out of plumb; but it was from the fact, I suppose, that they were lowering it. It was being dismantled when I was there.

Q. Is this unevenness of the floors in that building attributable to the present lowering?—A. To some extent I am satisfied that it was attributable to the lowering of the building, dismantling of the building, though in my opinion not altogether so.

Q. Could that building have been repaired at a reasonable expense so as to make it safe for school purposes?—A. No, sir; I shouldn't feel it safe to repair the building to a reasonable cost of making it safe.

Q. How would the cost of repairing the building so as to make it safe as a school building compare with the cost of a new building of like size and dimensions? Give your best judgment.—A. I haven't made any figures on it; but considerable of cost would have been required to have repaired the building to make it safe. A new foundation entirely would have had to went under it. It would have been very difficult even to have made the building safe, even with a good foundation; there was no sills supporting it.

Q. How was the frame put together, as far as you could see from the different openings?—A. I couldn't say much about that, from the fact that it was covered up, and I couldn't tell without a more careful examination, more than the sills, and that sill was nothing in the world but a wall plate, merely laid on, 2 by 10 cottonwood timber laid on the wall, and the joists nailed on to that.

Q. How does cottonwood timber compare with hard pine and other building material that is used in the construction of buildings as to durability?—A. Really I don't know the life of cottonwood; I don't know how long it would last; but it is a timber that is liable to warp and get out of shape very easily, and twist about; as to the life of the lumber, I don't know anything about it.

Q. From what you saw in your examination of this building, what would be the effect in your judgment of an unusual wind upon it? Would it be liable to shake?—A. I think so; and really I would consider it rather dangerous. That would be my opinion.

Q. Have you had frequent business transactions and business interviews with Major Baldwin during the time that he has been agent at Anadarko?—A. I have had considerable work to do.

Q. Was that work for the Government that you done?—A. Yes, sir.

Q. Do you regard him reliable or unreliable in business matters?—A. I regard him as perfectly reliable.

Q. In your judgment is he a good, straight business man or not?—A. I so consider him.

Q. In all the matters that you had had with him has he appeared to be protecting the interests of the Government and the interests of the Indians or not?—A. Yes, sir; that seemed to be his pride, to protect the Indians, in all that I have seen.

Q. Have you ever seen him in any of these business transactions or business interviews that you have had with him when he was under the influence of liquor to an extent that it was perceptible to people generally and in any way incapacitated from properly attending to his business?—A. I have not.

By Mr. MONICAL:

Q. Were these plates you spoke of under the school building rotted?—A. I noticed one place that they had to take out part of the sill and put in a new one in letting it down several feet in length.

Q. Is it common in putting up a structure of that kind on a stone wall above the ground to put in the heavy sills?—A. It is not common to put in heavy sills; but this was not a sill at all; it was a wall plate.

Q. Don't they usually put in what you might term a wall plate on a stone basement above the ground?—A. They do; but it is heavier and constructed in box form, and that is bolted to the wall below.

Q. Could not a heavier sill been placed under this building if there was any defects on that account?—A. A heavier sill—a sill may have been placed under it, but at considerable cost. You would have had to sustained the weight of the structure above to get it under at all. It may, though, have been placed under.

Q. Were any of the braces or timbers in the upper structure broken or out of place?—A. Well, I can't say as to whether they are broken or not. I never examined sufficiently to tell that. They were out of place considerably—that is, the floor was warped. May have been from letting it down.

By the INSPECTOR:

Q. Have you met Major Baldwin the past two years very frequently?—A. Yes, sir; I have.

Q. About how often?—A. Well, perhaps once a month; maybe oftener.

Q. Have you ever seen Major Baldwin when he was under the influence of liquor at all—drinking?—A. He may have been under the influence of it—I have seen him take a drink—because some people considers him under the influence even when they have taken a drink.

Q. When you saw the Kiowa school building the whole of the basement under-work had been torn out, had it not—the woodwork?—A. Oh, yes; that was out.

Q. The school building was pretty well dismantled when you saw it—while the process was going on?—A. The process was going on. The north end had been lowered about 16 inches, the south end about 12, so they stated. They said they had let it down that much.

Q. After a building had been dismantled as much as that was when you saw it it would be a difficult matter for you to state whether it was out of plumb or not before the dismantling process began?—A. Yes, sir; it would.

By Mr. FISHER:

Q. What is the length, breadth, and height of that building?—A. I can only approximate it. The waist of the building, I think, must have been some 24 or 30 feet wide and about 40 or 50 long, and the two wings I suppose to be about 30 by 40 or 50—each wing. The basement, I think, must have been about 10 feet high; the wood stories about 10 or 12—something like that—each.

Q. What kind of a roof did it have—flat roof or hip roof?—A. Gable roof—call it gable roofs.

Q. What was the pitch?—A. I don't know what the pitch was; never examined sufficiently to tell.

D. P. SMITH.

Subscribed and sworn to before me this 1st day of January, 1897.

P. MCCORMICK, *Inspector.*

Testimony of J. A. ROSE, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name, residence, and occupation?—A. J. A. Rose; reside in Chickasha; my occupation is hardware business.

Q. How long have you been in that business in Chickasha, Ind. T.?—A. I have been in that business four years.

Q. Are you acquainted with Major Baldwin, the Indian agent at Anadarko?—A. Yes, sir.

Q. How long have you known him?—A. I have known him nearly ever since he has been here.

Q. Have you frequently met him during that time and had business transactions with him and business interviews?—A. Yes, sir.

Q. Was that business business that he was transacting for the Government, or was it private business?—A. It has all been Government business, I think.

Q. How have you found Major Baldwin, reliable or unreliable, in business matters?—A. I have always found him very reliable.

Q. Do you regard him a good, careful business man or not?—A. Yes, sir.

Q. In all these business transactions that you have had with him has he or not carefully looked after and protected the interests of the Government?—A. I should say that he had.

Q. Have you ever seen him under the influence of liquor to an extent that it was perceptible to others, to people generally, or to an extent that incapacitated him in any manner from properly transacting his business?—A. No, sir; I have never seen him under the influence of liquor to the extent that he couldn't transact his business, and, in fact, I might answer the whole question the same way. I have never seen him under the influence of liquor to amount to anything.

By the INSPECTOR:

Q. Have most of your business dealings with Major Baldwin been bids for articles at which the lowest bidder obtained the contract?—A. Yes, sir; nearly every one of them.

J. A. ROSE.

Subscribed and sworn to before me this 1st day of January, 1897.

P. McCORMICK, *Inspector.*

Testimony of ISAAC CLOUD, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name, residence, and occupation?—A. My name is Isaac Cloud; residence is Chickasha, Ind. T.; occupation is generally a stockman. I am deputy United States marshal for the Indian Territory court at present, acting in that capacity.

Q. Have you ever dealt in and handled cattle; and if so, for how many years?—A. I have been handling cattle for about thirty-two years.

Q. Do you know John W. Light?—A. Yes, sir.

Q. How long have you known him?—A. I have known him personally about four years.

Q. Do you know Major Baldwin, the Indian agent at Anadarko?—A. I have been introduced to him, but I am not personally acquainted with him.

Q. Do you know anything about John W. Light delivering to Major Baldwin at Anadarko a lot of 1 and 2 year old heifers in the early part of May, 1896?—A. I knew that John W. Light had a contract to deliver some cattle to the Interior Department there, and knew that he did deliver some.

Q. Did you see any part of the cattle that he then delivered under that contract?—A. Yes; I saw part of the cattle that he got.

Q. About how many of those cattle did you see?—A. One herd of cattle delivered here by James; I guess about 1,000 head of them.

Q. About what time did you see those cattle delivered here?—A. I wouldn't be positive, but I think it was in May or June, 1896.

Q. Wasn't it early in May or the latter part of April, 1896, as you now remember?—A. I don't remember exactly the time, but I know it was early in the spring of 1896.

Q. Was it before Mr. Light delivered the cattle under the contract at Anadarko?—A. Yes; it was before the cattle was delivered.

Q. What kind of cattle were they?—A. His cattle was Indian Territory cattle; raised there.

Q. Were they graded cattle?—A. Yes; they was mixed with Durham and Hereford.

Q. Holstein and Jersey mixed?—A. I don't remember about the Holstein; might have been a few Jerseys in the bunch, think there was.

Q. Were there any "dogies," what is known as "dogies," among them that you noticed?—A. There was none what we commonly call "dogies," that is, Arkansas and east Texas cattle.

Q. You say there were no Arkansas and east Texas cattle among them that you noticed?—A. I don't think there was in that herd of cattle.

Q. Do you know where they were driven from to this point?—A. All I know particularly where they come to; I knew the brands of some of the parties that raised the cattle that lived in the vicinity of Ardmore.

Q. Ardmore is in the Indian Territory, is it?—A. Yes, sir.

Q. Do you know whether these cattle were free from Arkansas and Texas blood?—A. I am satisfied these cattle was raised in the Indian Territory; as for their ancestors, I couldn't tell you nothing about that.

Q. What do you mean by graded cattle?—A. What we always term graded cattle is a quarter, half, or three-quarter blood, regular Indian cow mixed with a full-blooded Durham bull.

Q. Same as to Holstein and Herefords and other blooded cattle?—A. Same thing.

Q. From your experience of thirty-two years in the stock business, can you look at an animal such as these were that Mr. Light had here, which were delivered to him by Mr. James, and tell the ancestry of that animal, as to whether its mother come from Texas or Kansas or Mississippi?—A. No, sir; nor I don't think anybody else can.

By the INSPECTOR:

Q. You stated to Mr. Fisher that you saw about 1,000 head of these cattle delivered by Mr. James. Where were these cattle when you saw them?—A. I looked at them at two different times—one time right out here in the edge of town and the other time in Mr. Spark's pasture out there.

Q. Did you make a close examination of them or inspect them?—A. Not as close an examination as I would have made if I had been on a trade for them.

Q. Were you interested in them in any way?—A. Not a dollar.

Q. Did you go out purposely to inspect them or examine them, or just passing by and saw them?—A. No; I had no motive in looking at the cattle, any more than just to see them.

Q. Did you go out purposely to see them?—A. No, sir; I am so accustomed at looking at cattle that I hardly ever pass them without looking at them and examining them.

Q. You stated that these cattle came from Ardmore, if I understood you correctly?—A. In that neighborhood.

Q. You do not know whether these cattle were shipped up from Texas into Ardmore, do you?—A. Well, my judgment would be—no; I don't know it.

Q. Were these cattle raised south of the quarantine line?—A. I don't know the established line at the present time, but I believe they were; I believe they are south of the quarantine line.

Q. Do you rarely find cattle raised south of the quarantine line that are free from Texas or Arkansas blood?—A. Why, you can find cattle in this country that never was in Texas.

Q. (Question repeated.)—A. Yes; I have seen cattle in this country that are free from Texas or Arkansas blood.

Q. That wasn't my question, either; I asked you if it wasn't rarely?—A. As a general thing I should think that these cattle originated from Texas, as a general thing.

Q. What do you understand by the term American cattle?—A. Well, the term they use North. My idea about it is cattle raised north of the quarantine line.

Q. Being a cattleman, then, if you were going to bid on proposals which stated that the cattle must be American cattle, free from Texas and Arkansas blood, would you have thought that you could have put in cattle raised south of the quarantine line, under that proposal?—A. Well, I don't know but what I would where I didn't have to transport them north of the line; that wasn't to be delivered north of the line.

Q. (Question repeated.)—A. As I said before, that the general idea was that American cattle come north of the line; but we hold in this country that our cattle here are just as free from disease here as they are in Oklahoma, north of the line; that is what I meant when I answered the question the way I did, the difference between Southern cattle and Northern cattle in regard to diseases—transporting disease.

Q. Are you engaged in the cattle business at present?—A. To some extent, not much; I handle a few cattle every year.

Q. What part of the Territory are you handling cattle in?—A. Right in this immediate country here.

Q. Oklahoma or Indian Territory?—A. Indian Territory.

By Mr. MONICAL:

Q. Do you know that the cattle that you saw here that you have described were the cattle that were delivered the Interior Department at Anadarko, of your own knowledge?—A. I do not.

Q. You say that you knew who had raised part of these cattle that you saw by the brands. State the names of those parties that you knew the brands, and where they reside, if you can remember.—A. Some cattle in the herd there that I know was Shipman's brand; I don't remember now; I did at the time. I had bought cattle out of the same herds before.

Q. Is this man Shipman an extensive cattleman?—A. No; small dealer; few cattle.

Q. Is he raising his own cattle, or does he traffic in cattle like the general run of cow men in this country?—A. He has a small herd, and I think he buys and sells cattle.

By Mr. FISHER:

Q. On these two occasions upon which you saw these cattle that you have testified about did you stop and look at them?—A. I rode around through the herd some little time; I don't remember how long.

Q. Isn't it true that these cattle that you saw there were much better cattle for the Indians in the Comanche and Apache and Kiowa Reservation over here for to be kept as breeding cattle than cattle brought from north of the quarantine line?—A. I don't know.

Q. Isn't it a fact that cattle that are brought into this country and kept here from north of the quarantine line is much more likely to die from fever than cattle that are raised here in the Indian Territory and south of the quarantine line?—A. I have been told so by a number of stockmen, but I never had no experience in that line myself; never brought any in here.

By Mr. MONICAL:

Q. This man James that you speak of, who is he, and where does he live?—A. He lives near Ardmore; I have known him for a number of years; a cattleman, and a good one, too.

Q. Does he deal extensively in cattle?—A. Right smart.

Q. Buys and sells?—A. Yes, sir.

ISAAC CLOUD.

Subscribed and sworn to before me this 1st day of January, 1897.

P. McCORMICK, *Inspector*.

Testimony of JEFF GILLMORE, witness for the defense.

Direct examination by Mr. FISHER:

Q. State your name, residence, and occupation.—A. Jeff Gillmore; I live at Chickasha; I work for the Cattle Raisers' Association of Texas.

Q. What position do you occupy with the Cattle Raisers' Association of Texas?—A. Inspector.

Q. How long have you been inspector for that association?—A. Two years.

Q. How long have you been in the cattle business?—A. About seventeen years.

Q. Do you know John W. Light?—A. Yes, sir.

Q. Do you know Major Baldwin, Indian agent at Anadarko?—A. I know him when I see him is all.

Q. Do you know anything about John W. Light filling a contract with the Government for the delivery of 1 and 2 year old heifers at Anadarko last May?—A. Yes, sir; I know—he told me he had one.

Q. Did you see any cattle—1 and 2 year old heifers—that John Light told you he had purchased to deliver to the Government?—A. Yes, sir; I did.

Q. When and where did you see them, and about how many were they?—A. I saw about 1,500 head about 2 miles from here that he told me he had bought to put in that contract. It was, I thought, about the last of April, 1896.

Q. Do you know where those cattle came from?—A. I know where they told me they come from, the men that brought them up here.

Q. What kind of cattle were they?—A. I call them good cattle.

Q. Were they Arkansas and east Texas cattle?—A. They didn't show to be. The man told me they bought them near Ardmore. I wouldn't swear they was from either place.

(Counsel for traders objects to the hearsay.)

Q. Do you know what is meant by graded cattle?—A. Yes, sir; I think I know something about it.

Q. Well, what do you think or understand it means?—A. It means that they are bred up with good graded cattle, Durhams or Herefords or something like that.

Q. Did you examine this herd?—A. Yes, sir; I did. I was there for that business. I was there looking for the brands more than anything else; of course I examined the cattle too.

Q. How long did it take you to make the examination?—A. I was out there two days.

Q. Were those cattle graded cattle or not?—A. Yes, sir; some of them were.

Q. About what proportion of them, if you had any idea of it?—A. Well, the most of the herd were good cattle, graded and good cattle.

Q. Could you tell from looking at those cattle where they were raised?—A. No, sir; I could not.

Q. Could you tell whether they were free from Arkansas and Texas blood?—A. I know they wasn't "dogie" cattle; I know that much.

Q. Could you tell from looking at the cattle as to whether their mothers were Texas or Arkansas cattle?—A. No, sir; I couldn't tell anything about their mothers.

Q. Can experienced stockmen get it down that fine and tell, in your judgment, what their mother's blood was?—A. They might guess at it. I don't think they could get up and swear to it. They could tell whether they suited them or not if they was buying them.

Q. As a cattleman, what do you understand by the term American cattle?—A. Well, if you was to go down in Mexico and buy a bunch of cattle, they wouldn't be American cattle; outside of that they would, I think.

Q. How much experience have you had in the Indian Territory with cattle?—A. I have had about seventeen years.

Q. What is your judgment as a cattleman as to whether these cattle that you saw in the possession of Mr. Light was better or not for this country for breeding purposes than cattle brought in from north of the quarantine line, raised north of the quarantine line?—A. I think they were just as good for breeding cattle.

Q. Isn't it true that cattle raised north of the quarantine line and brought into this country—the Kiowa, Comanche, and Apache Reservation, and the Indian Territory—are much more likely to die from fever than cattle raised in this country?—A. They are.

Q. Then wouldn't you regard the cattle raised in this country, the she cattle, for breeding purposes, much better than those raised north of the quarantine line?—A. Yes, sir; unless you bring them in right in the dead of winter. But at the time the cattle was put over here the cattle brought here was much better for breeding purposes than cattle brought from across the quarantine line.

Q. Was there any difference in the value of cattle on the 28th of December, 1895, and the early part of May, 1896?—A. Yes, sir; there was about, I will say, \$3 or \$4 on the head. I am safe in that, I know.

Q. Were they lower or higher in May, 1896, the time of this delivery, than they were on or about the 28th of December, 1895?—A. They were lower.

By the INSPECTOR:

Q. Is it not generally understood among cattlemen that the term American cattle applies to cattle raised north of the Indian Territory and Texas?—A. I don't think it is; no, sir; the cattlemen call them natives when you get north of the line.

Q. If you were going to bid under a contract which stated that the cattle must be free from Texas, Arkansas, or Mexican blood, would you expect to be able to fill that contract from cattle raised south of the quarantine line?—A. Well, I think I could; I don't know.

Q. Are not the cattle in the Indian Territory bred up from domestic stock?—A. Yes; certainly.

Q. Where, then, does the domestic stock come from?—A. They were raised here,

Q. Weren't they imported from Texas and Arkansas?—A. Yes; they might have been; might have been imported from Texas; they raise as fine a cattle in Texas as they do anywhere, as far as that is concerned.

Q. Could you tell by looking at these cattle just spoken of, the Light cattle, whether they were raised in the Indian Territory, Texas, or Arkansas?—A. No; I couldn't; I might guess at them.

Q. Your business as a cattle inspector is to watch out for the different brands, is it not?—A. Yes, sir.

Q. Did you examine the Light cattle just spoken of and inspect them closely as to quality?—A. Yes, sir; I did; I was out there two days turning them over, and I was there watching them all the time.

Q. For brands?—A. Yes; and I looked at them also.

By Mr. MONICAL:

Q. In answer to a question asking if these cattle was from Texas or Arkansas, you stated that they were not "dogie" cattle. Are all Arkansas and Texas cattle "dogie" cattle?—A. No, sir; they are not all "dogie" cattle.

Q. In whose brands were these cattle?—A. Arthur James turned over about 800 or 1,000 of them. He had them road branded with a cross H.

Q. Did they have other brands on them?—A. Yes, sir.

Q. Whose brands—whose other brands were on them besides the road brand?—

A. I don't know; they had about every nester's brand in that country, perhaps.

Q. Was James's brand on any of them?—A. I say he had his road brand on them.

Q. Just his road brand?—A. I don't know what his brand is.

Q. Did he belong to the association?—A. No, sir.

Q. Were there any brands on these cattle that were the brands of any of the members of the Cattle Men's Association?—A. No, sir; not in James's bunch. There was another bunch turned over at the same time. I got a steer out of them that belonged to the association.

Q. Are all the cattlemen in this part of the Indian Territory and northern Texas in the association?—A. No, sir.

Q. Were there brands on these cattle other than the brands of the association?—A. Yes, sir.

Q. Whose brands were those?—A. There was only one man—this man that I took the steer away from; I have forgotten his name—branded with a bar X—I knew his brand.

JEFF. GILLMORE.

Subscribed and sworn to before me this 1st day of January, 1897.

P. MCCORMICK, *Inspector.*

Testimony of P. C. SCOTT, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name, residence, and occupation?—A. P. C. Scott; reside at Chickasha; in the stock business.

Q. How long have you been in the cattle business?—A. I raised in it—about thirty years.

Q. How long have you resided in the Indian Territory?—A. I have been here off and on since 1870.

Q. Do you know John W. Light?—A. Yes, sir.

Q. Do you know Major Baldwin, Indian agent at Anadarko?—A. Not personally acquainted with him; know him when I see him is all.

Q. Do you know of John W. Light having a contract with the Government to deliver 1 and 2 year old heifers at Anadarko last year?—A. Not of my personal knowledge—no, sir.

Q. Did you sell any cattle to John W. Light which he bought from you for the purpose, that he stated, of filling a contract with the Government at the time you mention—1 and 2 year old heifers?—A. No, sir; I did not. I bought some cattle for Mr. Light, working for him under a salary.

Q. Where did you buy those cattle for Mr. Light?—A. Various places in the country; Aaron Springs, Walnut Creek, and different places in the country where I could buy them at.

Q. Did you buy all of those cattle within the Indian Territory?—A. Yes, sir.

Q. How many did you buy?—A. To the best of my recollect I think somewhere between 700 and 800 head altogether, including cows, calves, heifers, and yearlings; principal part was she cattle that I bought; that was my instructions.

Q. How many 1 and 2 year old heifers did you buy for Mr. Light?—A. I couldn't say as to the exact number, but I should judge from the amount of cattle I bought that there was in the neighborhood of a couple hundred.

Q. When did you first learn that Major Light had a contract with the Government to deliver these 1 and 2 year old heifers?—A. In the spring; as to the month, I couldn't say; along in the spring.

Q. Then you were buying cattle of all times for Mr. Light?—A. Well, my instruction was to buy principally she cattle, and in the rounds I bought twenty head of 2-year-old steers that I considered at the time cheap from a man by the name of Gilky; had raised the cattle and sold them to a man by the name of Thompson, and I bought them from Thompson. The balance of the cattle were she cattle.

Q. Were the cattle that you bought native Indian Territory cattle?—A. Yes, sir.

Q. Do you know what cattle, such as you bought, 1 and 2 year old heifers, was worth on or about the 28th of December, 1895?—A. Why, they were higher then than they were in the summer time; higher now than they have been in the summer time.

Q. Do you know what 1 and 2 year old heifers were worth in December, 1895; along in December?—A. I don't know as I knew what they were worth; I know what people had to pay for them. A good grade of cattle, native-raised cattle in this country—was times that a man could buy twos and yearlings together—they would cost him \$13 or \$14 a head; depends a good deal on what kind of a trade a man can make with a man.

Q. Do you know how much difference there was between that time and last May when Mr. Light delivered cattle to the Government; ones and twos?—A. All I have got to go by is the Kansas City market; they are worth more this time of year than they are in the summer time. As I stated before, the market is all I go by; yes, sir; there is a difference.

By the INSPECTOR:

Q. In answer to Mr. Fisher's question as to whether you sold John Light any cattle, your reply was that you were buying cattle for him under a salary. Please state what year and what month that was.—A. It was September and October, 1895.

Q. Were you out buying cattle for Light to fill a contract with the Government at that time?—A. I don't know anything about a contract.

Q. You stated that you bought in the neighborhood of 200 1 and 2 year old cattle in the Indian Territory. Were those cattle bought to fill any contract with the Government?—A. I couldn't say, so far as my personal knowledge; I know nothing of the contract.

Q. What was the average price of those 200 cattle, 1 and 2 year olds, that you paid?—A. It is a question that I couldn't hardly answer; they were all classes; I didn't class the cattle.

Q. You don't know, then, whether any of these cattle that you purchased were delivered on any subsequent contract with the Government by Mr. Light?—A. No, sir.

By Mr. MONICAL:

Q. Are you now in the employ of Mr. Light, or been in his employ since October, 1895?—A. No, sir.

Q. Can you say that these she cattle that you have referred to as buying were free from Texas, Arkansas, or Mexican blood?—A. I can say that they were free of it.

Q. How can you say that?—A. From my own personal knowledge.

Q. Do you mean to say that you know the ancestry of all those cattle?—A. No; only from their appearance.

P. C. SCOTT.

Subscribed and sworn to before me this 1st day of January, 1897.

P. MCCORMICK, *Inspector.*

Testimony of C. M. FECHHEIMER, witness.

Direct examination by Mr. FISHER:

Mr. FECHHEIMER: It had not been my intention to go on the witness stand and testify in this case in regard to any matter when this investigation commenced, but owing to the fact that Mr. W. H. Cleveland in his testimony has stated that I approached him as attorney for Major Baldwin and made a threat to him that if he did not absent himself from this investigation it would go hard with him, I therefore go on the witness stand in justice to Major Baldwin and to myself to explain the conversation held with Mr. W. H. Cleveland.

Q. What is your name, residence, and occupation?—A. My name is Charles M. Fechheimer; residence, Chickasha, Ind. T.; occupation, attorney at law.

Q. How long have you been practicing law at Chickasha, Ind. T.?—A. A little over two years.

Q. How long have you been practicing law here and elsewhere?—A. Since 1890.

Q. Has this John W. Light contract for 1 and 2 year old heifers and the delivery of the cattle under that contract ever been investigated prior to this investigation by any United States inspector of the Interior Department of the Government?—A. It has.

Q. Who was that inspector?—A. Major Duncan.

Q. When did that investigation take place?—A. In the month of June—latter part of June, 1896.

Q. Where did it take place?—A. At Anadarko, Okla.

Q. Were you present at that investigation?—A. I was at part of that investigation; the latter part—I think the last two days.

Q. Did you represent anybody in that investigation as an attorney? If so, whom?—A. I did represent Mr. John W. Light.

Q. Who represented Major Baldwin, if anybody?—A. Mr. Burton.

Q. Is he an attorney at law?—A. He is the subagent at Fort Sill. He claims he used to practice law in the State of Missouri before coming to Oklahoma Territory.

Q. Who filed charges in that case and against whom were they filed, and what were the subject of the charges that brought on that investigation?—A. My understanding was that Mr. George W. Conover, a squaw man on the reservation, sent a letter to the Commissioner of Indian Affairs, complaining in regard to the cattle that were delivered to him and his family and relatives, and claimed that there was collusion between Major Baldwin and Mr. John W. Light in regard to the cattle contract.

Q. Who were engaged, if you know, in the prosecution of that charge before Major Duncan?—A. Mr. W. C. Shelley, an attorney from Washington, represented the prosecution or complainants, and Mr. W. F. Dietrich and Mr. Jimmy Jones, other squaw men, assisted in getting the testimony and aiding Mr. Conover.

Q. Did W. H. Cleveland testify on that investigation before Major Duncan?—A. No, sir; he did not.

Q. He has stated in substance in his testimony on this investigation that he knew the same facts then in regard to the Light cattle as he knows now, and testified that he gave his name to W. F. Dietrich, and that W. F. Dietrich gave his name in, but that he was never called, and also stated that facts were suppressed on that investigation. Do you know why W. H. Cleveland was not called as a witness on that investigation? If so, state it.—A. The only reason that W. H. Cleveland was not called that I know of is the reason he gave me in a conversation we had in regard to this investigation, in which I asked him, "How did it happen that you wasn't called as a witness in this investigation?" to which he replied that his name had been handed in, but that he had to beg and use all the influence in his power with Mr. Shelley to keep Mr. Shelley from putting him on the witness stand, as he did not want to get mixed up in that business; that it was disagreeable business, and these investigations always caused hard feelings afterwards. He stated this to me in the latter part of July, 1896, in Chickasha, Ind. T.

Q. Did you hear anything of the \$5 check that W. F. Dietrich testified about in this investigation—the one that he testified he gave S. E. Stilwell, Government inspector at the issue pen at Anadarko?—A. I did.

Q. Who did you hear it from?—A. I heard it from Mr. W. C. Shelley after the investigation was over.

Q. Did Mr. Shelley tell you when he first learned of its existence and the circumstances surrounding it?—A. He did.

Q. When did he say he first learned of the check?—A. He first learned of the check before the investigation at Anadarko, and stated to me that he didn't want to use it; didn't think there was anything in it, and if there was anything in it, it would put his client, Dietrich, in the hole just as bad as it would Mr. Stilwell.

Q. Are you one of Major Baldwin's attorneys in this investigation?—A. I am.

Q. Were you present at Anadarko at the time W. H. Cleveland testified on this investigation?—A. I was.

Q. Mr. Cleveland testifies as follows: "Mr. Fehcheimer told me that I had let something drop in Chickasha that would militate against me, and that if I would leave the reservation for a week, and not appear as a witness, it wouldn't be brought up against me;" he also testified that he understood that as a threat; he also stated that the conversation with you occurred at Chickasha, December 11, in the Indian Territory, and that nobody else was present. Did Major Baldwin know anything about that conversation before it occurred, that it was to occur, or afterwards?—A. No, sir; he did not.

Q. Was Major Baldwin in any way responsible for that conversation, or did he ever intimate to you prior to that time, or has he ever intimated to you, that he desired you to try to intimidate any witness that was to appear against him or anybody else?—A. No, sir.

Q. Now, will you fully explain that conversation, if it ever occurred, and what led up to it, and how it happened to occur?—A. I had a conversation with Mr. W. H. Cleveland in the city of Chickasha, Ind. T., on December 11, 1896, which con-

versation was substantially as follows: I said to Mr. Will Cleveland, "Will, are you mixed up in this investigation out there?" He says: "I am." He says: "I wrote that letter to the Department—the letter signed C. A. Cleveland & Co. and Craggs." He says: "I am into it up to my neck." I said to him: "Will, I wouldn't mix up in this thing; it is a disagreeable piece of business." He says: "I know it, and," he says, "I don't want any mudslinging in it." He says: "I wrote and wanted the investigation stopped, and I don't want to hurt Baldwin." And he said some of these fellows that are mixed up in this investigation want him to lose his commission. He said, "I have been subpoenaed by the inspector and can't go away." I said to him, "I am sorry to see you mixed up in it, and if you would go away for a week or two until it is over I think it would be best." I said to him, "You and I have been friends and we have talked these investigations over before, and you know they are disagreeable business;" and I said further, "You remember what you told me here in Chickasha, several things in regard to certain matters;" and I said to him, "You have told other parties the same thing that you have told to me, and which you have sworn me to secrecy under my obligation as member of the same order to which we both belong, and these other parties have gone to Major Baldwin with it; that when you was in Chickasha a short time since you was half full, and you sprung a leak and dropped something, and told other parties the same thing as you told me." He then asked me, "If I go away, will it help Baldwin?" I said to him, "That is all I have got to say, Will," and left him. I told him, and had this conversation with him, and swore him to secrecy on his obligation as a member of the secret societies to which we both belong, and did not expect him to repeat the conversation to anyone. I told him this after he told me that he had been subpoenaed by the inspector. I knew that the matter would not hurt Major Baldwin in any particular. I also knew that W. H. Cleveland was not a member of the firm of C. A. Cleveland & Co., and knew that if the matter was brought out it might place Mr. W. H. Cleveland in a bad light; and I deemed it my duty to him as a member of the order to which we both belong that he should know the position he was in. I did not have this conversation with him in the interest of Major Baldwin, and Major Baldwin knew nothing of it; and had the conversation before I knew that Mr. W. H. Cleveland was an active prosecutor of this investigation. Mr. W. H. Cleveland has been a warm personal friend of mine for the past two years; had sent business to me and consulted me professionally in regard to bring his suits against Indians on the reservation, and we had several conversations in regard to investigations and the results of investigation, in which we both agreed that they caused nothing but hard feelings on both sides. I had the further reason that I had the conversation, because he had informed me of the same matters, and in case they were brought out on trial he would know that the information had not come from me; and the information had not come from me, as I now testify on oath that I never had stated the subject of the conversation we had together to either Judge Fisher, the other counsel in the case, or to Major Baldwin, and neither of them knew that I had any knowledge of the facts.

Q. When did I first learn it, this conversation that Mr. Cleveland testified about, so far as you know?—A. I think it was some time prior to my conversation with Mr. Cleveland.

Q. Do you know who I received the information from?—A. I do.

Q. Now, do you mean the conversation that Mr. Cleveland testified to, or the subject-matter of the previous conversation that you and Mr. Cleveland had prior to the conversation that he has testified about?—A. I mean the subject-matter of conversations had between me and Mr. Cleveland prior to the conversation that Mr. Cleveland testifies to.

Q. And it was the subject-matter of those conversations that you had reference to at the time you told him he had leaked?—A. It was.

Q. How did you know that he had leaked as to what he had told you in private previous to this conversation he has testified about?—A. I knew it from the fact that you, Judge Fisher, had stated to me substantially the same thing that Mr. Cleveland had stated to me, and told me where you got your information.

Q. Did you at the time I stated to you these matters indicate to me in the slightest degree that you had ever heard the same matters from the lips of Mr. Cleveland?—A. I did not.

Q. When was the first time, so far as you know, that I learned that Mr. Cleveland and you had had this conversation that he swears occurred and you swear occurred on December 11, 1896?—A. When W. H. Cleveland testified in regard to it upon the witness stand.

Q. Is there anything else you wish to state in regard to this matter?—A. The reason that I have gone upon the witness stand in this case is to vindicate myself in the matter of having the conversation with Mr. Cleveland, and I would prefer

not to mention the conversation, the previous conversation that we had, leading up to the conversation that I had with Mr. Cleveland on December 11, 1896; but on the advice and after consultation with several members of the orders to which we both belong, I concluded to state what the conversation was; but after consideration have concluded not to say anything about it unless Mr. Cleveland by further testifying forces me to do so.

CHAS. M. FECHHEIMER.

Subscribed and sworn to before me this 1st day of January, 1897.

P. MCCORMICK, *Inspector.*

Testimony of J. B. SPARKS, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name, residence, and occupation?—A. J. B. Sparks; residence, Chickasha, Ind. T.; stockman, I suppose; farm a little.

Q. How long have you been a cattleman?—A. Well, I think I have been in the cattle business about twenty years, probably longer.

Q. Where?—A. In the Chickasaw Nation.

Q. Do you know John W. Light?—A. I do.

Q. Do you know Major Baldwin, the Indian agent at Anadarko?—A. Yes, sir.

Q. How long have you known John W. Light?—A. Why, I think about three years.

Q. How long have you known Major Baldwin?—A. I don't know just how long I have been acquainted with Major Baldwin; I have known him about twelve months.

Q. Do you know of any contract that John W. Light has had with the Interior Department of the Government for the delivery to Major Baldwin of 1 and 2 year old heifers?—A. He had a contract last spring.

Q. Do you know about when that contract was made? Was it made in December, 1895, or last spring?—A. No; it wasn't made in December, I don't think; but it was in the winter, for spring delivery.

Q. Do you know when the delivery under the contract was made?—A. They was to be delivered between the 1st and 10th of May.

Q. Did you have anything to do with the delivery of those cattle?—A. Yes, sir, I helped deliver them, helped drive the cattle up there, and helped brand them.

Q. In what capacity did you go; as boss, or simply as a hired hand?—A. I don't know what I was hardly; Mr. Light and I was interested in another bunch of cattle, and he asked me to deliver these cattle for him.

Q. Had you any interest whatever in that Government contract?—A. None at all, sir.

Q. Had you any interest in the cattle that were delivered under that contract?—A. No, sir.

Q. How many cattle did you deliver, and of what ages were they?—A. I think it was 1,410 head that was branded, 1 and 2 year old heifers.

Q. How many ones and how many twos; how were they divided?—A. They were about equally divided.

Q. Where did the cattle delivered come from; what part of the United States?—A. Come out of the Chickasaw Nation, Ind. T.

Q. How do you know that they were cattle purchased and raised in the Indian Territory?—A. Why, they were bought down here about Ardmore, down in that section of the country.

Q. What kind of cattle were they?—A. Why I called them a first-class bunch of heifers.

Q. Were they all graded heifers?—A. There wasn't any thoroughbred heifers, but they were good blood.

Q. What do you mean by graded stock?—A. I mean cattle that has some Hereford, Durham, Holstein, or any good blood like that.

Q. Do you know when the contract was made with the parties from whom Mr. Light bought these cattle?—A. No; I don't know exactly the month.

Q. Do you know how they were purchased; all in one lot or in various lots? Tell how they were got together.—A. The most of them were purchased in one lot from one man.

Q. Was that a man by the name of James, or something like that?—A. Yes, sir; Orther James.

Q. How many were purchased from him?—A. I should think it was something over 1,600; I don't know exactly how many there was.

Q. Well, there wasn't 1,600 delivered to the Government, was there?—A. No, sir.

Q. How were the cattle brought to this town, Chickasha, and to your and Mr. Light's pasture?—A. They was drove here.

Q. Do you know how far they were driven?—A. No, sir; I do not. I don't know how far it is from here to Ardmore.

Q. Do you know about how far it is from here to Ardmore, across the country?—A. It is something over 100 miles, I suppose.

Q. Where were the balance of the cattle, if any, purchased from which this Government delivery was selected?—A. Well, there wasn't any purchased anywhere else for the Government contract.

Q. Did Mr. Light have any other cattle purchased along about the time that these were purchased from James?—A. Yes, sir; he had several different bunches of cattle.

Q. How long prior to the time you delivered the cattle to the Government at Anadarko was it that James delivered the 1,600 head of cattle here, in yours and Mr. Light's pasture, near here?—A. The cattle were delivered to the Government right away after James delivered them to Light here.

Q. About how many days elapsed between the two deliveries?—A. I think these cattle were delivered, part of them, the next day after James delivered them.

Q. Do you know S. E. Stillwell?—A. I know Jack Stillwell; I don't know what his initials is.

Q. Does the Jack Stillwell that you mean live at Anadarko and is United States commissioner there?—A. Yes, sir.

Q. Did Jack Stillwell inspect all the cattle that you delivered to the Government for Mr. Light?—A. Yes, sir.

Q. When and how did he make that inspection?—A. Why, he first come to the herd and showed me what cattle to deliver at Anadarko, and after that, why he cut back such cattle there as he didn't want to take at the pens.

Q. At the pens at Anadarko?—A. Yes, sir.

Q. How long a time did he spend in showing you in the pasture the cattle that he would accept?—A. Why, he come down there in the morning, and he was there I guess three or four hours; he eat dinner there at the camp.

Q. After he had this cutting done in the pasture, how many cattle did you then have rounded up which he indicated that he would accept in the pens?—A. I don't know just how many in the herd; there was a good many cattle in the herd altogether.

Q. How many cattle did you drive to Anadarko and offer to the Government?—A. Well, I guess something like 1,450 head, something like that all together. I expect there was about 40 or 50 head of cattle cut back at the pens; probably not that many.

Q. Did you drive any more to Anadarko to offer for delivery there or any other cattle than the inspector, Stillwell, had indicated that he thought would pass and be accepted?—A. There was one time, I guess, when we have about 400 cattle under herd, and we moved the whole herd up to the pen and finished the delivery right there at the pen out of this herd.

Q. Well, were those cattle that he had inspected the day previous?—A. There was the whole herd there, and didn't want to turn them loose, and we drove the whole herd there to get the balance of the cattle out of it.

Q. How many had you delivered, then, before you drove up this 450 head that you talk about?—A. I think we delivered them all but about 250 head, probably 200; I don't know what was cut out there at that time.

Q. Did you observe closely those cattle as they were being inspected and branded?—A. I did; yes, sir.

Q. Were there any cattle inspected and branded there that were not graded cattle as you have defined them?—A. I don't think there was.

Q. Do you know what the price of such cattle was on or about the 28th of December, 1895—the market price?—A. Well, they was different prices, but cattle was pretty high at that time.

Q. Well, do you know what the market price of such cattle as these heifers that you delivered to the Government was on or about December 28, 1895?—A. Why, they would run all the way from \$12 to \$18.

Q. Do you know what the market price of such cattle as those delivered was at the time of the delivery, in May?—A. Why, I guess they was worth about \$14 or \$15, somewheres along there—probably \$16.

Q. What were 1-year-old cattle of that grade worth at that time?—A. They wasn't so high then as they was at the time the contract was let.

Q. About what was the difference?—A. I expect they was \$1 or \$2 a head cheaper in this country.

Q. Well, how was the price of 2-year-old heifers of that grade at that time?—A. About the same in proportion.

Q. Who was present at the time that the cattle were delivered at the various times at the stock pens; was W. F. Dietrich present?—A. Yes, sir; there was several men there at different times. I didn't know all of them.

Q. Did you have any conversation with W. F. Dietrich at the pens about the cattle that you were delivering?—A. Nothing, only I just asked him how he liked the cattle, and he says, "Pretty well; they are a whole lot better than I expected to see."

Q. Did he tell you why they were a whole lot better than he had expected to see?—A. He said he had heard a good deal of talk about them, and they were better cattle than he expected to see there.

Q. Did he tell you that he had heard that they were nothing but "dogies," Arkansas and east Texas cattle?—A. I don't remember whether he said that or not, but from the way he spoke I just thought he had heard a lot of talk about them being Arkansas and Texas cattle and "dogies."

Q. Did you testify on an investigation about these same cattle held by Mr. Duncan, an inspector of the Interior Department of the Government?—A. Yes, sir.

Q. Did W. F. Dietrich testify on that examination?—A. I never heard him testify, but I understood that he did testify.

Q. Are you acquainted with Arkansas and east Texas cattle?—A. Well, I have seen a few of them.

Q. Do you think you know Arkansas and east Texas cattle when you see them?—A. Well, there is some of them that I could tell when I see them, and some that I couldn't tell.

Q. Well, why are there some of them that you could come pretty near telling and some of them that you couldn't tell?—A. Some cattle in Texas just as good cattle as you can find anywhere, I think, but the regular Texas cow, the Spanish cow, you can tell her every time.

Q. How about the Arkansas cattle?—A. I am not so well acquainted with the Arkansas cattle as I am with the Texas cattle, because I never did handle but a very few of them; there is some of them that is good cattle.

Q. Is it true or not that the Arkansas cattle and east Texas cattle are small as compared with other Texas cattle?—A. Well, they are smaller than other Texas cattle, western Texas cattle and northern Texas cattle.

Q. Were any of these cattle that you delivered for Mr. Light to the Government what is known as the Arkansas and east Texas cattle?—A. No, sir.

Q. Where have you been in the cattle business the twenty years that you speak of?—A. In the Chickasaw Nation most all the time, Indian Territory.

Q. Were those cattle native Indian Territory cattle that you delivered?—A. Yes, sir.

Q. Were there any Indian chiefs at the pens at Anadarko at the time you delivered the various bunches of cattle making up the 1,400 head to inspect the cattle?—A. There was lots of Indians there; I didn't know the chiefs from anybody else.

Q. Did you meet any there who claimed to be chiefs that were looking at the cattle, inspecting them?—A. Not that I know of. There may have been a dozen there for all I know of. There was nobody told me they were chiefs.

Q. Do you know Mr. Craggs, a trader at Anadarko?—A. Yes, sir.

Q. At any time subsequent to the time you made this delivery for Mr. Light you have testified about, did Mr. Craggs come to you to buy any cattle?—A. Yes, sir.

Q. Did you make any trade with him?—A. No, sir.

Q. Did he state to you that Major Baldwin had sent him to you?—A. He said that Major told him that I had some cattle that would fill the contract, and if he could trade with me he would like to have these cattle.

Q. How many cattle did he say he wanted?—A. Three hundred, I think.

Q. Did you know what the terms of Mr. Craggs's contract with the Government was at that time?—A. No, sir.

Q. Did he state to you what it was?—A. No, sir.

Q. Did he state to you what kind of cattle he, Craggs, wanted?—A. He wanted yearlings and twos, I think, to my recollection.

Q. What grade? Did he say anything about that?—A. He wanted Indian Territory cattle.

Q. Did you have such as he wanted?—A. I think so.

Q. Well, why didn't you trade, then?—A. He wouldn't give me enough more for them.

Q. Did you ask him more than a fair market price for them at the time?—A. I think not.

Q. Who was present with you in the delivery of these cattle, helping to handle the herd?—A. Well, there was different men at different times. Earnest Owsley was there part of the time; Louie Norwood was there part of the time, and Mr. Lowd was there, I think, part of the time—W. K. Lowd.

Q. Was there any part of the cattle that you delivered at Anadarko, under that contract with Mr. Light, shipped in here on the train and unloaded at this depot?—A. No, sir.

Q. Did you pay Jack Stilwell or S. E. Stilwell, the man that inspected the cattle for the Government, anything for his trouble in coming down to the herd and looking through it?—A. No, sir; I never paid him; his trouble wasn't anything to me.

Q. Or make him any present for his trouble?—A. No, sir.

Q. Do you know of anybody else paying him for that service?—A. No, sir.

By the INSPECTOR:

Q. Are you a partner of John W. Light?—A. Yes, sir.

Q. Were you a partner at the time of the delivery of these cattle?—A. We were partners in a bunch of cattle that we had here, stock cattle, steers.

Q. Who are your partners now?—A. We are partners in anything that we buy; we haven't got anything now.

Q. Have you a different kind of partnership now than what you had at the time of the delivery of that bunch of cattle?—A. Yes, sir.

Q. When did you enter into that new partnership?—A. I will tell you all about it, as near as I can. I don't know whether you would call it a new one or not. We sold all of our stock cattle when we first went into partnership, and since that time we have been buying and selling anything we could get hold of—mostly steers.

Q. Were not a part of the cattle delivered to the Government under this contract yours?—A. No, sir; there was four or five head of our cattle got into the herd of our old stock cattle that was raised here.

Q. You were paid nothing by Light for attending to the deal with these cattle for the Government?—A. No, sir; I wasn't paid a cent. We had our outfit all together.

Q. You did all that work just through friendship?—A. I don't know whether you would call it friendship or not. We had our outfit all together, and I just moved these cattle up there and turned them over for him, just like I would do any other man that I was working with.

Q. You stated that 1,600 head of cattle were purchased from James?—A. I think about 1,600.

Q. Did the whole 1,400 delivered to the Government come out of that 1,600 head?—A. Yes, sir; I think so.

Q. How many out of that 1,600 were delivered the next day at Anadarko after they arrived here in Chickasha, or in Light's pasture?—A. I don't remember just how many there was in the different bunches.

Q. When did Stilwell inspect that lot, then, if they were carried up the next day after they arrived?—A. Stilwell come to the herd down there before there ever was anything carried to Anadarko. I don't know what day it was. He come down there in the morning and it was the next day we took the cattle.

Q. How many cattle, when Stilwell came to Light's pasture to inspect them, did he look over?—A. Well, I expect there was 2,000 cattle, probably, or more in the herd; maybe more than that—a pretty big herd of them.

Q. Did you then separate the James cattle from the balance of the cattle?—A. We just cut from the herd the different kinds.

Q. Were the James cattle purchased for the purpose of filling this Government contract?—A. Yes, sir.

Q. Then what was the necessity for Stilwell inspecting all the balance of this herd?—A. He didn't inspect the whole herd, mind you; he just come down and seen the whole herd, and showed what cattle to drive to Anadarko to save driving so many back; but his main inspection was at the pens.

Q. Did he just designate the cattle that he wanted to bring from the James cattle or the others?—A. He didn't know what the James cattle was from any others; he just showed me such cattle in the herd as he wanted.

Q. Did you help to buy these cattle over at Ardmore?—A. No, sir.

Q. All that you know about they being purchased over at Ardmore is what has been told you?—A. I know that man over there, know where he lives, and know that he buys cattle.

Q. Is James a dealer in cattle?—Yes, sir.

Q. Does it necessarily follow, though, that cattle purchased at Ardmore, Ind. T., were raised in that country around Ardmore?—A. Not necessarily; no, sir.

Q. James being a dealer in cattle could have shipped these cattle into Ardmore for all that you know, could he not?—A. He could have done so, but everybody told me that he bought these cattle right around Ardmore.

Q. You don't know, then, of your own knowledge, whether these cattle came from Texas or around Ardmore?—A. Nothing, only what has been told me.

By Mr. MONICAL:

Q. Did these cattle have James's brand on them?--A. I don't know what James's brand is.

Q. Did they have any brands on them?--A. Had different brands on them.

Q. Did any of them have more than one brand on them?--A. Yes, sir; some of them more than one; some didn't have any brands at all.

Q. Did you know who any of these brands belonged to?--A. No, sir.

Q. Who sent for Stilwell to come down to the herd?--A. I don't know. He sent me word that he was coming down there and see these cattle, and I had them rounded up; don't know whether Mr. Light sent for him to come down and look at them or who.

Q. Is it a fact, or not, that you went up to Anadarko to the beef pens and asked Mr. Stilwell to come down and look at the cattle?--A. No, sir; if ever I asked Mr. Stilwell to come down, I don't have any recollection of it. I think Mr. Light sent Jack word to come and look at the herd to see what cattle would go to Anadarko, to save driving so many cattle back and forwards, so that we would know; have an idea what to date.

Q. How many ones and twos were in the herd that Jack Stilwell looked at?--A. They were nearly all ones and twos.

Q. Would you say that these cattle delivered were free from Texas, Arkansas, and Mexican blood?--A. Yes; owing to what you call Arkansas, Texas, or Mexican blood; what I would call them is old south Spanish cattle.

Q. Was these cattle delivered different in any particular way from the average herd of cattle that might be gathered in north or west Texas?--A. Monical, I will tell you what I call this bunch of cattle--just a first-class, good bunch of heifers; that is the only way I can describe them.

Q. Taking them as a bunch of 1,400?--A. Yes; any way.

Q. I understood you to say that while you were delivering these cattle you kept the whole herd together, and at the last delivery you drove up all of the herd in order to get the balance to be delivered, and it was about 450. What had become of the balance of the 2,000 head or over?--A. That would make pretty near 2,000 head, wouldn't it? I don't know that there was just 2,000 head in the herd.

By Mr. FISHER:

Q. What day as to the time Stilwell was there and looked at the herd was it that James put the cattle in the pasture; the day before or the same day that Stilwell was there?--A. Well, now, I will tell you as near as I can recollect; I think these cattle was delivered there one day, Stilwell came and looked at them the next day, and they were delivered to Anadarko the next.

J. B. SPARKS.

Subscribed and sworn to before me this 1st day of January, 1897.

P. McCORMICK, *Inspector.*

Testimony of J. A. GAMEL, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name, residence, and occupation?--A. My name is J. A. Gamel; live here in Chickasha, Ind. T.; in the cow business.

Q. How long have you been in the cow business, and at what places?--A. I have been in the cow business about, well, ever since I have been big enough to handle a cow; fifteen or sixteen years in Texas, Colorado, Indian Territory.

Q. Do you know John W. Light?--A. Yes, sir.

Q. How long have you known him?--A. About sixteen or seventeen years.

Q. How long has he been in the Indian Territory, if you know, handling cattle?--A. About four years, I think; four or five years in the Chickasaw country.

Q. Do you know anything about John W. Light delivering to the Government at Anadarko last May a lot of 1 and 2 year old heifers?--A. Yes; I heard that he delivered some cattle to the agent over here.

Q. Did you see any of the cattle that were delivered to Mr. Light by Mr. James along in the latter part of April or the first of May?--A. No, sir.

Q. Do you know what is meant by native American cattle?--A. Well, I suppose mean cattle that are raised in America, native American cattle.

Q. Regardless of where the cattle were raised in the United States?--A. Yes; I think so; American cattle.

Q. Do you know what the general understanding among cattlemen in this country is as to that term, native American cattle? Is it the same as that you have given?--A. Yes, sir.

Q. If you was going to bid on an advertisement for bids for the purchase of

cattle which call for native American cattle, graded cattle, free from Arkansas and Texas blood, could you find such cattle, as you understand those terms, in the Indian Territory?—A. Yes, sir; I think so.

Q. Could you find them in sufficient numbers to fill a contract of 1,400 head of ones and twos, in your judgment?—A. Yes, sir; I think so.

Q. Can a cow man of experience look at a graded heifer 1 and 2 years old and determine from an inspection where the mother of the animal was bred?—A. I don't think so.

Q. Which do you regard as the best cattle for this country that is introduced here for breeding purposes—the cattle—those that come from north of the quarantine line or those that are raised in the Indian country here, Indian Territory?—A. I would take the cattle that were raised in this country.

Q. Isn't it true that cattle brought from north of the quarantine line into this country for that purpose is much more liable to die from fever than cattle that are purchased here in the Territory?—A. Yes, sir.

By the INSPECTOR:

Q. Did I understand you to say that part of the cattle delivered at Anadarko were cattle—

(Question withdrawn.)

Q. Did either Mr. Sparks or Mr. Light tell you that they had delivered cattle at Anadarko on the Light contract that they had wintered the previous winter?—A. Yes, sir; Mr. Light told me that he delivered those cattle, young cattle, yearlings and 2-year-old cattle.

Q. Is it not a fact in order to get cattle that you know to be free from Texas or Arkansas blood, that you would have to get cattle that had been brought from north of the quarantine line, and bred from such cattle?—A. No, sir; I don't think so.

Q. How, then, would you know that they did not have Texas blood in them?—A. I couldn't tell whether they had Texas blood in them or not. We make this distinction in this country: We have what we call the native Chickasaw cattle here and the Choctaw cattle in this vicinity, and I don't know whether those cattle have any Texas or Arkansas blood in them or not.

Q. Are not all cattle south of the quarantine line classed upon the market and generally understood among cow men to be Texas or Southern cattle?—A. Well, of course they are Southern cattle, but in the market they make the distinction between Southern cattle and Indian cattle. I see the quotations every day in regard to Indian and Southern cattle.

By Mr. FISHER:

Q. You say that Mr. Light delivered to the Government, or told you he did, some cattle that he had been wintering in his pasture, and that you missed them from the pasture when you came back here. What kind of cattle were those?—A. They were what we would term native Chickasaw cattle, a good class of cattle.

Q. Didn't Mr. Light, along about the time that he made this delivery at Anadarko, deliver a lot of cattle to Captain Scott at Fort Sill to the Army?—A. Yes, sir; along about the same time.

Q. Do you know what the price of 1 and 2 year old heifers, graded, Indian Territory cattle, were worth on or about the 28th of December, 1895?—A. Yes. At that time they were pretty high. They were worth—I sold my yearling heifers in November at \$11.50, and my 2-year-old heifers that I shipped out net me from \$14 to \$16.

Q. Did those prices continue the same along through December, 1895?—A. Yes, sir. They were about the same until along in February, or the latter part of January, when cattle begin to decline in value.

Q. Do you know what the market price was of such cattle between the 1st and 10th of May, 1896?—A. Cattle had gone down from \$3 to \$5 a head, all classes of cattle.

Q. How long have you lived here in Chickasha, and been in the cow business in the Indian Territory?—A. Three years.

Q. How extensive has been your business here in the Indian Territory? Have you been buying and selling all the time?—A. I handle from about twenty-five hundred to thirty-five hundred cattle every year.

Q. Buying and selling?—A. Yes, sir.

By the INSPECTOR:

Q. You spoke of your cattle being in a pasture next to Light's. Where is Light's pasture?—A. On the Little Washita; on the Kiowa and Comanche Reservation.

Q. Who do you lease from?—A. From Mr. Light.

Q. How do you lease, by the acre?—A. Yes, sir.

- Q. What do you pay per acre?—A. Eight cents.
- Q. How many acres do you lease?—A. I don't know how many there is in this pasture; we just made a lumping guess on it, the pasture I have now, between 6,000 and 7,000 acres.
- Q. Is your lease what is termed an open-pasture lease?—A. No, sir; mine is cut off to itself.
- Q. Inclosed?—A. Yes, sir. The year before this last one, I paid him so much a head to run my cattle.
- Q. What do you pay now?—A. I pay now by the acre, this past year.
- Q. How many acres this past year?—A. Between about 6,000 and 7,000 acres.
- Q. Is that divided off from Light's lease by fence?—A. Yes, sir.
- Q. How many acres in the whole of Light's lease?—A. Supposed to be about 30,000 acres, I think.
- Q. How many leases has Light on the reservation?—A. Only one that I know of.
- J. A. GAMEL.

Subscribed and sworn to before me this 1st day of January, 1897.

P. McCORMICK, *Inspector.*

Testimony of JOHN W. LIGHT, witness for the defense.

Direct examination by Mr. FISHER:

- Q. What is your name, residence, and occupation?—A. My name is J. W. Light; my occupation is cattle business; has been for over thirty years; residence, Chickasha.
- Q. Are you the J. W. Light that had a contract with the Government for the delivery of 1,400 head of 1 and 2 year old heifers, and delivered the same between the 1st and 10th of May, 1896, at Anadarko, to the Indian agent, Major Baldwin?—A. Yes, I think so, that I am the same man.
- Q. Where did you purchase the cattle that you delivered at that time?—A. Purchased them in the Chickasaw Nation.
- Q. What kind of cattle were they?—A. They were mixed cattle, 1 and 2 year old heifers.
- Q. Were they graded cattle?—A. Yes, sir; they were.
- Q. What do you mean by graded cattle?—A. I mean cattle that has been bred, crossed up from inferior stock.
- Q. To what kind of stock?—A. Durham, Hereford, Holstein, several other breeds; but the Durham, Hereford, and Holsteins are the beef cattle.
- Q. Were the cattle that you delivered half-breed—Durham, Holstein, and Hereford, and other breeds?—A. The cattle that I delivered were half-breeds or better of that blood; that is what I bought them for, and to the best of my knowledge and from my observation they were such cattle.
- Q. Who did you buy those cattle of?—A. I bought 1,000 head of cattle from a fellow by the name of James, at Ardmore, and I bought about 800 from another fellow by the name of J. D. Gatewood, living right above Ardmore.
- Q. How and when were they delivered to you?—A. They were driven over here to me—that was the contract—and delivered to me over here in the Jones pasture; I don't know the date; it was in time, however, to fill my contract.
- Q. Was it on or about the latter part of April or the 1st of May, 1896?—A. It was in the latter part of April or the 1st of May, along in there; I forget the date; I would have to go to my books before I could tell.
- Q. At what time did you make the contract with Mr. James and Mr. Gatewood for the purchase of those cattle?—A. It was along in the middle of the winter some time; I forget the date; shortly after I taken the contract; I had a lot of other cattle that I had wintered here, Chickasaw-raised cattle; some of those were used in filling this contract, a few of them; don't know how many.
- Q. Were those that you have just mentioned graded cattle?—A. Yes, sir.
- Q. Were they graded up with Durham, Holstein, and Hereford breeds?—A. Yes, they were.
- Q. What time did you make the contract with the Government?—A. I don't know the date now; I didn't try to keep the date.
- Q. Was it on or about December 28, 1895?—A. I think it was right along there; it is my recollection it was in December.
- Q. Have you got a copy of that contract?—A. I believe I have.
- Q. Can you produce it?—A. I think I can if you give me time; I think I have one in my desk; there was a copy returned to me from Washington.
- Q. Do you know what the price of cattle was in this country, such cattle as your

contract required you to furnish at the time of making that contract with the Government?—A. Yes, it was my business to know.

Q. What was the price of 1-year-old heifers?—A. All the way from \$8 to \$9.

Q. What was the price of the 2-year-old heifers?—A. Twelve dollars to \$13. Just depended where they were, how you could get them together, how far you had to drive them, etc.; what it would cost you. I am speaking of the kind of cattle I had to have to fill my contract. There was cheaper cattle, of course, could have been bought at that time.

Q. What facts did you take into consideration at the time you made your bid in answer to the advertisement for bids?—A. Having been doing business with the Government heretofore a good deal, as far back as 1867, furnishing hay and beef to the Government, I had been taught to know as a usual thing there was a great delay in getting your money after you turned in the stuff, is one thing that I took into consideration—that it might be a long time before I would get my money; and another thing I took into consideration was the class of people I thought I had to deal with—that there might something happen of this kind, knowing the people as well as I did—and I wanted to make the money if I took the contract; hence I figured that I couldn't put them in for any less than I bid.

Q. What do you mean by taking into consideration the people you had to deal with?—A. I mean that I expected that the squaw men would get in between me and the Government and the agent and probably tie my money up and harass me and annoy me. Having lived in the West as long as I have, and seen as much of this Indian business and Government business, I have never seen the time yet that there was not a dishonest clique hanging around a Government post or Indian agency that were always trying to exact every dollar that might come in sight in most any shape, and if they didn't get the benefit of it they had a kick a coming.

Q. You also took into consideration the price of cattle at that time, such as you required, and the cost of handling those cattle and delivering the same, didn't you?—A. Certainly.

Q. What was your bid at that time?—A. Fifteen dollars and fifty cents for the heifers.

Q. What proportion were to be ones and what proportion twos?—A. Half and half.

Q. Were you present at the opening of bids on the 28th day of December, 1895?—A. I was; yes, sir.

Q. Was your bid the lowest and best bid that was made?—A. Yes; I heard the bids read; don't know that it was the best, but I heard the bids read, and it was the lowest.

Q. Did Mr. Craggs, an Indian trader at Anadarko, make a bid at that time on that advertisement?—A. I don't know whether he did or not; but I can tell you what happened. I put my bid in; the advertisement read that the bids were to be opened at 1 o'clock, I think that was the hour, and I went down there and was present while they opened the bids. Captain Johnson, clerk, opened the bids and read them. Some were informal bids. He read the bids and laid them on the table, and his desk was a high desk in front, facing the door, and Major Baldwin was standing to my left, clerk was sitting at the desk, and the bids had been read and laid on the table. Mr. John Craggs and Myers came in, and each one of them had an envelope in their hand, stuck them up over the desk for the clerk to read, and Mr. Johnson looked up at the clock, then turned his head and looked at Major Baldwin, and says, "I don't know whether I can receive these or not." Major Baldwin looked at the clock and says, "I can't open those; it is past the time; it wouldn't be justice to the parties already bidding," and I spoke up and I said I bid to be respected. Major Baldwin said to the gentlemen, "I will forward these papers to the Secretary and let him take action whatever he pleases." That was the end of the bidding business, so far as I know.

Q. Did Mr. Craggs say anything about his time being different from the office time there?—A. I heard Mr. Craggs say it was 1 o'clock until it was 2, and I have heard that remark coming from Mr. Craggs frequently since.

Q. Did Mr. Craggs say anything to Major Baldwin at that time or Captain Johnson, the clerk, that your time was too fast?—A. I think he did, but I wouldn't be certain. He said something that his time was faster than theirs.

Q. Was you present at the immediate delivery of these cattle at the issue pens at Anadarko?—A. I was not.

Q. How soon after did you go to Anadarko?—A. I went up there once when the cattle were in the pen. I only stayed a few minutes, but was not present when they were making a transfer of the cattle.

Q. Was you there at the time the first bunch of cattle was delivered under your contract?—A. Yes.

Q. Who had charge of your cattle at that time, and who took them up there?—
A. Mr. J. B. Sparks.

Q. Were the same cattle that you purchased for that delivery being delivered there by Mr. Sparks?—A. Yes, sir.

Q. When those cattle were delivered to you in your pasture here by the parties from whom you bought them, did you brand any of them?—A. No; not at that time.

Q. Did you brand any of them before you delivered them to the Government?—
A. I don't think I did. I believe they branded some, too; a few. In truth, I don't know the brands altogether of those that were turned in, because we had a lot of wintered cattle here. I was buying cattle all the time.

Q. Did you brand any of the cattle that you wintered here that were turned in on that contract a short time before you delivered them?—A. No; they were already branded in the fall.

Q. Did you notice that first bunch of cattle that you found in the pens at Anadarko as to whether they had fresh brands on them, or brands only partially healed?—A. They were not fresh branded.

Q. What is your brand?—A. We have several different brands, for instance—

Q. Your individual brand?—A. We had YO and T, cross H, and several other different brands we had at the time. The reason of that is that when we buy a herd of cattle and expect to turn them over right away we don't brand them; if any is left over, then we put our brand on them.

Q. Now, this first bunch of cattle delivered at Anadarko, were they branded with an L, which was fresh and only partially healed?—A. No; they were not. I think—I couldn't swear positively—I think they were a few cattle that might have had three L's on them, but that was old, had been on over a year, that we had bought from Hall.

Q. How soon after the bids were opened was it before you went to Anadarko and had a conference with Major Baldwin—I mean after the cattle were delivered?—A. Well, it was right away afterwards; I don't know exactly how long.

Q. Did you meet Mr. John Craggs on that occasion?—A. Yes; I did.

Q. Please go on and state what occurred, if anything, between you, Major Baldwin, and Mr. Craggs.—A. I went to Baldwin's house when I went up there to see him; we started from his house over to his office; Major Baldwin stopped to look at some fence that was being built, and Craggs came from Baldwin's office to meet us, down where we was looking at some fence, and he came up and said: "Howdy-do?" I said: "Howdy-do, Mr. Craggs?" So did Major Baldwin, very politely. Craggs says: "I ought to have my stern kicked." Major Baldwin replied to him, laughing: "Well, what have you been into, Craggs?" He says, "I'll kick it if you deserve it or need it; I can do it," and he took him by the arm, turns him around in position to kick his stern, and then quit. We walked along; before we got to the office he says: "If I had of known that you would take Arkansas and Texas cattle," he says, "I would have got this contract;" and you will have to imagine my surprise at Mr. Craggs. That was the end of that. Well, not the end of it, either. I went on and asked him what he meant, and you know I sometimes am accustomed not to use language that is becoming of a gentleman. I think Baldwin was surprised; he went on upstairs to his office, and I asked him, Craggs, what in the hell he meant, talking that way about them cattle; that any damned man that said they was Arkansas and Texas cattle was a liar, and the truth wasn't in him, I told him right there. Of course I was disgusted, and we separated right there.

Q. Did he offer to bet you \$1,000 that they were Arkansas or east Texas cattle?—
A. No; I told him I would bet him any money that they were not Arkansas or east Texas cattle. I might have said I would bet a man \$1,000, or something to that effect.

Q. Did he accept your offer?—A. No; he let on like he would bet, trying to bluff.

Q. Well, did he propose how to settle the question in any way?—A. No; I said to him: "If you would have got the contract, where would you have got the cattle to beat these?" He says: "I would have went to Kansas City and bought my cattle." I says to him: "You would have played the devil turning them in here if you had got Kansas City cattle." He said, "They would have been received all right under that contract," and I think that's the end of that tale.

Q. Did he make any proposition to put up his money and leave it to a man by the name of Krump to decide it?—A. No, not that I recollect of.

Q. And then did you propose to leave it to three cow men, he to select one and you another—
A. Yes, I think I did; to any cow men that—any fair-minded cow men, disinterested, and I would put up all he wanted to bet.

Q. Well, what reply did he make to that?—A. I don't know now; we separated; I was a little hot anyway; wasn't feeling very good over his talk.

Q. Were any of these cattle that you delivered Arkansas or east Texas cattle?—A. Not that I know of; I didn't see any that was turned in; I never bought any Arkansas cattle, didn't have any that I knew of; I did have Texas cattle, though, down here on the ranch.

Q. Well, were they east Texas cattle?—A. North Texas cattle; bought them in north Texas. If I recollect right, I bought that spring from 4,000 to 5,000 cattle.

Q. Did you have any cattle shipped in here on the railroad from the South on or about the 1st of May?—A. Yes; along in there.

Q. Were any of the cattle that were delivered under that Government contract cattle that were shipped in from the South on the railroad?—A. I think not; I bought the cattle for the contract in the Chickasaw Nation, and if there were any in, it was an oversight in the parties handling them.

Q. Do you know S. E. Stilwell, United States commissioner at Anadarko, the man who inspected these cattle turned in by you under that Government contract?—A. I do; yes, sir.

Q. Do you know of your own knowledge how, when, and where he inspected those cattle?—A. I saw him in the pen at the time I was up there in the pen, and saw him down in the pasture once.

Q. Was you present all the time he was in the pasture?—A. No; I left the matter entirely to Sparks and him to cut the cattle.

Q. How came Stilwell to come to the pasture to look at the cattle?—A. I told him and Baldwin both that I had lots of cattle; just to go and help themselves. I told him it would be better for him to go down there and cut; it would save trouble of driving them up and back—wouldn't have to drive them so far.

Q. How soon after James delivered his cattle to you was it that Stilwell inspected the cattle in the pasture?—A. I don't know; a few days; a short time.

Q. Was it the next day?—A. I couldn't say; a short time.

Q. How soon after Stilwell was in the pasture inspecting before you commenced delivering them at Anadarko?—A. I think it was the next day.

Q. Was there any collusion between you and Major Baldwin as to this cattle contract in which he was favoring you?—A. None, whatever; but to the contrary, I kicked a little from what Sparks had told me of turning over the cattle; I kicked at Baldwin for being too hard on me.

Q. What do you understand by the term native American cattle?—A. Why, I understand by that, cattle that are half-breeds or better—bred, you might say, north of the quarantine line, wherever that may be. It is generally understood that they are better from north of the line; but my contract prohibited me from going north of the quarantine line; I had to get them south of the line. That is not saying that you can't go in Texas and Arkansas and find just as good cattle as there is in the United States; in truth and in fact, I have seen on the coast of Texas just as well bred cattle as I have seen anywhere in the United States, and Texas is fast becoming noted for producing good cattle, especially in the northern part of the State.

Q. Were these cattle that you delivered free from Arkansas and Texas blood?—A. I can not say that they were, and I don't believe that anybody else can.

Q. Could you say they were not free from Texas and Arkansas blood?—A. No, I can not.

Q. As a cow man, could that fact be determined whether they were free from Arkansas and Texas blood by a physical inspection of those cattle?—A. I think not. The reason I say that is that you can put an animal out there on that street from Arkansas and one from Kansas, and I don't believe a man is living that can tell what amount of good blood or bad blood is in those animals. At the same time I do think that a good judge of cattle can guess very closely.

Q. Did you pay S. E. Stilwell anything or make him any present of any kind for inspecting the cattle which you delivered under that contract in the manner in which he did?—A. I did not; neither was anything intimated by him or myself to that effect.

Q. Did you ever present to Major Baldwin since he has been Indian agent at Anadarko any vehicle, carriage of any kind?—A. No, sir; I did not.

Q. How long have you known Major Baldwin?—A. I don't know exactly the date; he was here, I guess, nearly a year before I got acquainted with him.

Q. You and he are friends, aren't you?—A. Yes; there is nothing special between us that we should not be.

Examination adjourned until 9 a. m., January 2, 1897.

Hearing resumed pursuant to adjournment to this hour, 9 a. m., January 2, 1897.

Witness LIGHT still on the witness stand.

Q. Were any of the cattle that you delivered under your contract with the Government shipped from Sulphur Springs, Tex., or from Kaufman County, Tex., in here?—A. I think not; it was not the intention of putting any of them in; they were not bought for that purpose.

Q. Were any of the cattle that you ordered put in "dogies"?—A. No, sir; I think not.

Q. Have you at any time sold any cattle to Indians to be delivered to Major Baldwin at Anadarko for the Government to issue to Indians?—A. I sold two bunches of cattle to the Indians; I don't know what they done with them.

Q. Do you know what their names were?—A. No, sir; I do not; I couldn't call their names.

Q. Was one a Comanche named Wanna?—A. I couldn't tell you what their names was.

Q. Was one of them named To wac o nie Jim?—A. I think that he called his name Jim, but as to the rest of it, I don't know.

Q. How came you to sell these cattle to these two Indians?—A. They came to me with a letter addressed "To whom it may concern:" to my house here at Chickasha; I recognized it as being the handwriting of Major Baldwin; I have not got it now; I threw it in the wastebasket after I turned over the cattle. The substance of the communication was that in case the Indians bought any cattle from anybody that the Major Baldwin would stand responsible for it; his name was signed to the letter.

Q. Do you know why the Indians came to you?—A. Why, "one of them says to me; he says, in his broken language, says Mr. Boulan, he got cattle, Mr. Sparks he got cattle, but I like you cattle best; maybe so, you pretty good man; I like your cattle." That is the way he talked, and I told him to camp there at the house and I would go with him the next morning and get him up some cattle, whatever he wanted.

Q. Well, what did you do the next morning?—A. They came at separate, different times, and I got them up the cattle.

Q. Well, did they select the cattle that they wanted?—A. Yes, sir.

Q. What kind of cattle did you let them have?—A. Let them have good cattle, cattle of good quality. They were out of the cattle that I had bought to fill my Government contract. I mean by that that the Government didn't take all the good cattle that I had.

Q. And these Indians picked out the cattle that they took from those that were left over out of the cattle that you purchased originally, filling his contract with the Government?—A. Yes, sir.

Q. About what time was it that these Indians purchased those cattle; was it the time that Mr. Craggs was filling a contract with the Government?—A. Yes, it was along that time, or a little afterwards. I don't know which. I haven't the date.

Q. Did either of those Indians tell you that Major Baldwin had sent them especially to you?—A. No.

Q. Did you ever get your pay to those cattle that you sold to those Indians?—A. I gave the Indians a letter telling Baldwin to give me credit for it on the books. Yes, I did get my pay.

Q. Did you ever get your pay for the 1,400 head that you delivered under your contract with the Government; and if so, when?—A. The contract read that on receiving a proper receipt at headquarters the money should be paid, and I got it this fall sometime. I would have to go and look at my books before I could tell exactly the date.

Q. You mean the fall of 1896, do you?—A. Yes; I think I got it in October, or 1st of November, if I recollect right.

Q. Who did you receive the notice from that on forwarding the proper receipt to Washington that you would get your money?—A. I said the contract read that I was to have my money when they received a proper receipt.

Q. What was the occasion of the delay, if you know, in getting your money?—A. Well, I never did fully know, but at a former investigation I saw a telegram signing by George W. Conover. The telegram read that "A big steal up. To the Commissioner of Indian Affairs: Don't pay any money for cattle;" and I saw another one, I think to about the same effect, signed by a lot of Indians; I don't know who they were. I saw this in looking over the charges when the other inspector was here.

Q. Well, was there another inspector here and investigated this cattle transaction of yours?—A. Yes, sir.

Q. Who was it?—A. I didn't know him personally; he signed his name Duncan.

Q. Did he hold an investigation of the matter and take testimony?—A. Yes, he did.

Q. Was there any testimony or sources of testimony suppressed on your part?—A. None whatever that I know of.

Q. Do you know of any effort on the part of Major Baldwin to prevent a full and fair investigation?—A. I do not. All the time that the investigation was going on, as far as I was able to see, Major Baldwin was never present.

Q. Do you know what report Major Duncan made after holding that investigation?—A. I do; yes, sir.

Q. What was that report?—A. He called me in the telegraph office down here as he was going to leave, and he says, "I want you to have a copy of the telegram that I am sending to Washington." We walked into the office and he told the operator to give me a copy of the telegram that he had just sent off, and the operator gave me a copy of his telegram.

Q. Had he in any way prior to his ordering the operator to give you a copy of that telegram intimated to you what his report would be in regard to the cattle?—A. None in the world; I had no talk with him.

Q. Do you remember what that report was?—A. I have a copy of it in my pocket.

Q. Well, examine it and state what it was.—A. Here it is:

"CHICKASHA, IND. T., June 24, 1896.

"COMMISSIONER INDIAN AFFAIRS,

"Washington, D. C.:

"Light has fully complied with his contract for delivery of heifers. No fraud. Ought to have his money.

"DUNCAN, Inspector."

Q. How many pastures do you lease on the Kiowa, Comanche, and Apache Reservation?—A. Two.

Q. Where are they situated, and what are they known by?—A. One of them is on the Little Washita River, known as the Conover pasture; the other is known as an open pasture, known as the Jones pasture.

Q. How long have you leased the Conover pasture?—A. I have been here nearly five years; I leased the Conover pasture on July 11, 1892, is my recollection.

Q. Who did you lease it from?—A. From George W. Conover.

Q. Who is George W. Conover? Is he the same man that sent that telegram you testified about in regard to the big steal up?—A. Yes, sir; same man.

Q. Is he a squaw man?—A. Yes.

Q. How many acres did he lease you?—A. I think the contract reads 40,000 acres, more or less. I believe you have a copy of that contract.

Q. Who was agent at Anadarko Indian Agency at that time?—A. I don't know. I think it was the man that Baldwin relieved.

Q. It was not Major Baldwin?—A. No.

Q. How much did you pay Conover a month or year or quarter for that pasture?—A. I gave him—he made a contract with me until all time to come until the Government interfered. The first year I paid him \$2,000, each succeeding year I was to pay him \$3,600, which I did, until Major Baldwin interfered and took it away from him and leased it to me himself.

Q. Do you know how much Mr. Conover was paying to the Government for the Indians of that pasture?—A. I do not of my own knowledge; only what he told me.

Q. When did Major Baldwin interfere?—A. I think it was about a year ago this time; along very late in the fall or in the winter.

Q. When did Major Baldwin first ascertain, if you know, that you was occupying that pasture instead of Conover?—A. Well, I don't know that, but I think it was about that time, about a year ago, or a little over; my best recollection is it was in December.

Q. What did Major Baldwin do at that time in regard to the matter?—A. The way it came up was this: Conover, after I had leased his pasture the first year, the payments were to be made quarterly to him, which I complied with, and along about the second year he began to grunt and whine, and to threaten to put me off if I didn't change the payment and pay him monthly. His reasons, he said, for that was that he had to put up money all the time to different Indians to hold the pasture down, and that he had to have his money every month. Well, I finally paid him every month, and along about the third year he got worse all the time, and was going to put me off unless I paid him monthly in advance. I protested, finally consented to do so, and did pay him monthly in advance. That run along a while. Finally, along about the third year, I got a very threatening letter from Major

Baldwin, ordering me to vacate under penalty of the police removing me, I think, within ten days. When that took place I put Conover's contract in my pocket and went up to see the Major. It being in the winter, and my feed was put up, and I hated to move, etc., and I went into Major Baldwin's office and pulled out the contract, and I says, "I have come this morning to let you know how it is, and why I am on your reservation." He took the contract and read it over very carefully, and turned it over and indorsed on the back of it, annulling the contract, and said to me, "This is the first time that this office has had any knowledge of this sort of business, and I notify you right now that you not pay Mr. Conover any more money; that whatever is coming on that pasture in any form I want paid into this office." He said he would make out the account, and that is all there was to it. I afterwards paid him his demand on me. I forget what the amount was that I did pay him without referring to my books.

Q. Do you know from anything that was said in that interview that Conover had leased that pasture from Major Baldwin as Indian agent?—A. No; I know nothing about it.

Q. How long after was it — — — A. When I first leased it Conover told me that it was his pasture, set apart for him; the reason I leased it was from what I could hear from different men who were here before me and others, they had been leasing from Jimmy Jones, Woodard, and Dietrich, and others, and I supposed that it was all right.

Q. How long after you had this interview that you have described with Major Baldwin a year ago that you leased the pasture from the Government?—A. I leased it in April; I paid up what was due on it on the Conover arrangement, and then leased it from Baldwin from the 1st day of April, 1896.

Q. The amount that you paid up to Major Baldwin that was due was the amount due up to April, 1896, wasn't it?—A. Yes, sir.

Q. Did you lease it in the regular way, by putting in a bid?—A. Yes, sir.

Q. How did you get possession of the Jimmy Jones pasture, and when?—A. Well, I can't give you the date; but I leased it later in the summer of 1896.

Q. Did you put in a bid on that?—A. No, sir.

Q. Well, tell how you come to lease it, and all about it.—A. I went to see Major Baldwin in person, and asked him if he would lease it to me. He said he would; and I asked him what he wanted for it. I forget what he did say, but I told him that I thought he was high; that there was no fence around it, open country, but that I needed a little more grass, and if he would treat me right I would lease it from him. Later on he made out a lease for 6,000 acres, open range, and I paid him half the money on it, and then afterwards paid the balance.

Q. This was a regular Government lease, was it?—A. Yes; a regular contract written up; signed up the same as the others, I think.

Q. What rate per acre did you pay for it?—A. Six cents.

Q. That is the first time that you ever had control of what is known as the Jimmy Jones pasture?—A. Yes, sir; first time.

Q. If you have had any trouble with Jimmy Jones in regard to this lease, please go on and state what it was.—A. I had no trouble with Jimmy; but for fear that I might have, having heard that he was a shooting character and hard to get along with, I went to Jimmy and said: "Jimmy, I have leased this pasture from Major Baldwin; I wouldn't lease it from you because he wouldn't permit it." And I said to him, "I guess he thinks you have already got money enough out of it; but I suppose you claim some equity in your fence; and I want to be friendly and be neighbors with you now, and don't want to have any trouble, and I am willing to give you something to have peace." When I made this talk Mr. Sparks was present, and I says, "How much do you want?" And he says, "Oh, pshaw; I haven't got no confidence in you and Buck Sparks." Buck Sparks remarked that he didn't want to have anything to do with a man that didn't have any confidence in him; and Jimmy went off apparently mad, and the next day or the day after that, I forget which, I went up to his house to see him, and told him that I had come to see him to fix the matter up. In the meantime I had told him that if we couldn't agree that I would leave it to three disinterested men; he could pick one, I would pick one, and they could pick another. He said he wouldn't do that. He said it looked like they all had it in for him; Conover, Woodard, Deitrich, and all that gang, and that they were getting more than he was getting, and he wanted to attend to his own business and let them go. Well, I insisted then on, urged him to say what he wanted. He finally said he wanted \$600. I said to him, "Jimmy, whatever I give you is just like throwing it in the creek. I am paying already more than I ought to for the use of this grass, but," I says, "for the sake of having peace and being neighborly I will make you a present of \$300." He said he wouldn't take it, and I quit him and told him that I was done talking to

him; if I had to fight him why I would fight him the best I could; that ended the story.

Q. Did you have any arbitration with him about damages with him along about that time?—A. No; later on I did.

Q. Was that in regard to the matter that you have been talking about or some other matter?—A. I suppose it grew through this; I don't know.

Q. Well, was this matter that you have been talking about arbitrated about that time with the other matter?—A. No.

Q. Did Jones ask you to include it and arbitrate it with the other matter?—A. Yes; he wanted to arbitrate it later on. Later in the fall, after I had leased the pasture, he gathered his crop and neglected his fence, either threw it down, or neglected it and let it get down around his field, and some of my cattle I guess got into his field; then he come to me and wanted damages, and proposed to include what I ought to pay him on the pasture and the damages in the field also.

Q. What reply did you make to him about the pay on the pasture?—A. I told him that we had already talked that matter over, and there was no use to go into any arbitration.

Q. Did you tell Jones at that time that Major Baldwin told you not to pay him any more?—A. At first, no; not at my first conversation; yes; later on, I did. I met Major Baldwin and told him that Jones was wanting to extract money out of me after leasing the pasture from him.

Q. Did he have any fence around this 6,000 acres?—A. No.

Q. Well, what did you mean then by paying him for fence?—A. He had some fence around part of it; don't know that he did; somebody had fence there; don't know who put it there, around a part of it.

Q. Have you leased any part of this Conover pasture to anybody else?—A. Yes.

Q. Who to?—A. Arche Gamel. I told him I would hold a bunch of his cattle in there.

Q. How much have you allowed him to use of the Conover pasture?—A. I don't know; one corner of it that he has been using; I don't know how much there is in it.

Q. Does Major Baldwin know anything about that; if so, how long has he known it?—A. I don't think that he does.

By the INSPECTOR:

Q. You stated, Mr. Light, that you had two leases on the Kiowa Reservation. How many acres in the Conover pasture?—A. I think that it is 39,916, is what I think it is. I am not positive.

Q. How many acres in the Jimmy Jones pasture?—A. I don't know.

Q. You stated in reply to a question of Mr. Fisher's, that you went to see Major Baldwin and asked him if he would rent you 6,000 acres of open range.—A. No; I simply asked him to lease me the pasture; I didn't suggest to him any number of acres.

Q. Was this open-range pasture?—A. Yes.

Q. You stated that it was a part of the Jimmy Jones pasture, if I understood you correctly?—A. Yes, sir.

Q. You also stated in reply to Mr. Fisher that there was no fence around it—A. I might have said there was no closed fence around it. The reason it is open, the main road leading from Chickasha to Anadarko runs directly through the pasture the longest way through it, and this road is never closed up, open, is the reason I say it is open range.

Q. If it was an open range and you had already contracted with Major Baldwin for it, what was the necessity of going to Jimmy Jones and offering him any consideration?—A. The reason of that I thought it was wise on my part to keep him from killing my cattle and otherwise damaging me; thought it was better to pay him something and keep peace with him.

Q. Then you went simply to Jimmy Jones to buy his good will and not to pay him for damages?—A. That's all there was to it.

Q. Did you use any pasture in the Caddo country during the past year, or the year before?—A. No; I had some cattle in company with Sparks.

Q. Has Sparks a lease over there?—A. Yes.

Q. Are you and Sparks partners; if so, how long have you been?—A. Not in everything; we own some cattle together.

Q. I wish you would explain to me what you mean by open pasture?—A. Any pasture that hasn't got an inclosed fence around it. Any tract of land that hasn't got a fence all around it on all sides is open.

Q. What right, then, had Jimmy Jones or any other man to this open pasture over and above any other man on the reservation?—A. I don't know that he or any other man had any right to it; Major Baldwin claimed jurisdiction of it.

Q. What I want to know is, how it is called Jimmy Jones's pastures, if it is open?—A. I don't know only from hearsay. Jimmy Jones, I think, had fenced it, and has been leasing it to cattlemen for a good many years, so I understand. I understand that him and several other squaw men has been leasing the Indians' land, and getting the money for it that belonged to the tribes in common. That is the general talk of the men that has been here before me. I suppose that is why it is called the Jimmy Jones pasture.

Q. Then with the exception of the breaks mentioned by you, where the road passes through, this is an inclosed pasture?—A. Yes.

Q. Can you state how many acres there is in that pasture?—A. No; I don't know. My objection to leasing it, and the reason why I wasn't willing to pay as much for the use of it, was because this big road run right through it and that everybody is allowed to drive herds through and camp in there for an indefinite length of time and destroy and waste the grass. If I was to pay for the full amount of acres in there that it would me no good; cost me too much.

Q. This lease is what is called an informal lease, is it not?—A. I don't know what it is called: it was made after the regular advertised leases were made.

Q. Have you your 6,000 acres fenced off?—A. Oh, no, sir.

Q. You stated that you had leased Mr. Gamel a part of the Conover ranch?—A. Yes.

Q. When you leased the open pasture in the Jimmy Jones tract you stated that you told Major Baldwin that you needed a little more grass?—A. Yes.

Q. Now, if you needed a little more grass, why did you lease to Gamel?—A. Because I had leased to Gamel previous to that, and found that I was going to run short.

Q. How much does Gamel pay you for yours?—A. He agreed to pay me 8 cents an acre; I don't know what he has paid me; a speculation of 2 cents.

Q. What do you pay Major Baldwin for the 6,000 acres of open range?—A. Six cents.

Q. As a matter of fact, although you only pay for the 6,000 acres, yet you have the privilege of many more thousand for your cattle to roam over?—A. Yes; I suppose so. That is the way I figure it, that there would be more than I paid for, a little; how many, I don't know.

Q. Mr. Light, did you know who was to be the cattle inspector to receive your cattle any time prior to the inspection?—A. I did not.

Q. Did you ever recommend Stilwell for the position?—A. I did not, sir.

Q. You were not consulted?—A. No, sir.

Q. Are you and To wac o nie Jim old-time friends of long standing?—A. I don't know that I know him. I don't know that I would know him if I would see him.

Q. To wac o nie Jim in his evidence stated that you and he were friends of long standing, and that that was the reason that he got the note from Major Baldwin to you that if he could throw a stone in anybody's back yard that he wanted it in the yard of his old-time friend John Light, and that was the reason that he came to you; was that the reason that he came to you?—A. I don't know that I would know him if I was to meet him.

Q. What price per head did To wac o nie Jim or Wanna pay you for these cattle?—A. Twelve dollars, I think it was.

Q. Did they pay you the money?—A. No.

Q. Did they make a regular bargain as to the price per head?—A. Yes.

Q. Between you and them?—A. Yes.

Q. Did they give you an order on the agent for the money?—A. No: I wrote a note to the agent that I had let them have the cattle, and for him to give me credit for it.

Q. Who paid you for them?—A. Baldwin.

Q. Were these cattle a part of the 1,600 that you testified here as coming from Ardmore?—A. Yes, sir; they were some of the same cattle that I bought in that lot; some that I had over that I expected to turn in, but the Government never took.

Q. Were they a part of the cattle rejected by Stilwell?—A. No, sir; they were not.

Q. It has been testified to here by Mr. Sparks that the 1,400 head of cattle furnished by you under this contract were gotten out of the 1,600 bought from around Ardmore. Then if this 100 head of cattle furnished to the two Indians were gotten out of the remnant of the 1,600 after the 1,400 were taken out, Stilwell could not have rejected over 200 in all, did he?—A. Yes, he could; we had a good many cattle that were bought in the Chickasaw Nation outside of them.

Q. Did Mr. Sparks attend to the delivery of these cattle for you; was he your head man?—A. Yes.

Q. Did you personally superintend it?—A. No, sir.

Q. Mr. Sparks, as I understand, then personally superintended the delivery of these cattle?—A. Yes; I didn't want to make myself officious, being the contractor myself, and got him to attend to it.

Q. I think you stated these cattle were purchased in the Chickasaw country; was that around Ardmore?—A. Yes; around Ardmore, and I bought a good many cattle right over here close to the river from different parties.

Q. Did you go over there and buy them up or make a contract with a man by the name of James?—A. Made a contract, and at the time I made the contract my talk was to them that I had a contract here to fill, and couldn't use anything but first-class cattle, and I was willing to pay an extra good price for that reason.

Q. Was this man James a regular dealer in cattle, a buyer and seller to some extent?—A. Yes.

Q. Of your own personal knowledge, do you know or not whether these cattle were bought around Ardmore or shipped in there by James?—A. I know that the majority of those cattle were, yes, sir, from the brands that were on them; I knew the brands of the people that lived around Ardmore, and when I made the contract James had about 600 of those cattle on hand, and I went and looked at them.

Q. Did you have any cattle in and about the time that these were shipped in or received by you, shipped from Sulphur Springs, or so forth, down in that country?—A. Oh, yes; I was shipping all that time, all the spring; yes, I had a herd that I had shipped before these come here, and shipped afterwards, lots of them.

Q. Mr. Fisher asked you yesterday if you ever presented to Major Baldwin any vehicle or carriage. Did you purchase from Major Baldwin a vehicle of any kind?—A. I did.

Q. What did you do with that?—A. I left it up there at Anadarko.

Q. You did not present that vehicle to Mrs. Baldwin, did you?—A. No, sir.

Q. You simply left it there with Major Baldwin, to be called for by you when needed, and at their disposal as they saw proper to use it?—A. Yes; that's right.

Q. This contract was not a losing business to you, was it, Mr. Light?—A. I don't know whether it was or not.

Q. Haven't you figured up your profits yet?—A. No, sir; there was a part of it that was a losing business, I can say that; the bull part of it. I made more money out of a bunch of cattle day before yesterday than I will make out of that.

Q. In answer to a question propounded by Mr. Fisher to you, in which he asked you what facts you took into consideration at the time you made your bid in answer to the advertisement for bids, your answer was that one thing you took into consideration was that it might be a long time before you would get your money; another consideration was the class of people that you thought you would have to deal with, and knowing the people as well as you did, you wanted to make the money if you took the contract, hence you figured that you couldn't put them in for any less than you did. Mr. Fisher then propounded this question, "What do you mean by taking into consideration people you had to deal with?" Your reply was that you expected that the squaw men would get in between you, the Government, and the agent, and probably tie up your money and harass and annoy you, having lived in the West so long, etc., being in Government business, that you had never seen the time yet there was not hanging around a Government post or Indian agency a dishonest clique that were always trying to extract every dollar that might come in sight.—A. Yes; that is right.

Q. Was that your experience in the filling of this contract?—A. Yes; that has been my experience in the filling of this contract; the traders want that money, the squaw men wanted it, to keep the poor Indian out of it, and I wanted it, you know.

Q. Am I to understand from your answer that you have had to divvy with any of them?—A. No, sir.

Q. Have you had to divvy with anyone?—A. Nobody that I know of has given me anything nor I haven't given them anything, but I have been seriously damaged on account of these investigations holding my money up and stopping it; I would probably have turned my money twice if I had got it.

Q. You got a fair percentage, a good percentage, out of your money on this contract, did you not?—A. I can't answer that; I haven't figured up; I can say that I would have made more money if I had stayed out of it entirely.

By Mr. MONICAL:

Q. How many bidders were they on this contract, if you know, and who were they?—A. I don't know; I forget the number; I heard an informal letter read from Stinton & Herring; this come in the bids, read at the time the bids were opened.

Q. Any others that you know?—A. Yes; there was one or two other bids I don't know; I forget whose they were.

Q. Having all this varied experience in making Government contracts, and taking into consideration the number of things that you would have to deal with, as you thought, before you might get your money, and basing your figures upon all those, is it not a little remarkable that you had the lowest bid?—A. Not at all remarkable; no, sir.

Q. You stated that you threw these letters you received from Wanna and To wac o nie Jim, addressed to whom they may concern, from Major Baldwin, in the wastebasket; when did you do that?—A. Directly after I turned them over the cattle, I think; I didn't keep them; I threw them away; I had no use for them.

Q. Did not these letters state that Major Baldwin would be responsible for the pay of any cattle the Indians might buy?—A. Yes; if it hadn't, I wouldn't have let them have the cattle.

Q. Is it not a little peculiar that you, as a business man of so much experience, would immediately destroy a letter that was the authority by which you would get your money?—A. Not at all peculiar; no, sir. I heard from there the next day; a party told me the Indians had got up there with the cattle all right and turned them in. I want to explain that now, from the fact that cattlemen as a rule are the most careless and neglectful set of men about keeping their books and papers than any set of business men I know of.

Q. But they do know how to bid on a Government contract?—A. Yes; I suppose they all know that, or ought to at least, but they don't know it either.

Q. You stated in answer to a question of Mr. Fisher's that some of the cattle delivered on this contract were three-L cattle that we bought from Mr. Boulan?—A. No, sir; I did not.

Q. From Mr. Hall, then?—A. Yes.

Q. Who did you mean by "we"?—A. Sparks and me.

Q. Was Sparks interested in those?—A. Yes; we owned them cattle together.

Q. I will ask you if it is not a fact that the open part of the Jimmy Jones pasture is not the mouth of a lane, and the lane is 6 miles long, leading to Chickasha?—A. There is a lane, road leading out both ways, toward Chickasha and toward Anadarko, that hasn't been closed for years that I know anything about, two years. Government mail line, give that as a reason for not closing it.

Q. I will ask you if it isn't a fact that there has been gates until recently across the opening?—A. No; I have traveled the road frequently, and I have never opened any gates for two years that I know of.

By Mr. FISHER:

Q. When you made the lease with Major Baldwin last April on the Conover pasture, how many acres were named in that lease?—A. Twenty thousand, more or less, subject to resurvey.

Q. Has there been a resurvey?—A. I understand there has; yes, sir; but personally I know nothing about it except from Major Baldwin's record charging me with more land.

Q. Has he charged you with more land and required you to pay more rent since then; and if so, how much?—A. Instead of making me pay for 20,000, he is making me pay for thirty-nine thousand and something.

Q. You testified that the squaw men had been holding large pastures and renting them out to cattlemen and appropriating those funds instead of letting it go into the common fund.—A. No, sir; I did not. I stated that has been my understanding ever since I have been in the country.

Q. Do you know of that practice being stopped by anyone; and if so, by whom?—A. I know it was stopped, so far as I am concerned, by Major Baldwin.

Q. At the time Major Baldwin leased you 6,000 acres in what is known as the Jimmy Jones pasture was there any agreement or understanding between you and Major Baldwin that you was to have the use of the entire pasture to somebody else?—A. No, sir. He intimated to me that he might lease it to somebody else and I kicked; told him that he would starve me out.

Q. How many bulls did you deliver under that contract with the Government? Did you deliver all the contract called for?—A. Yes.

Q. What kind were they?—A. They were good ones: Herefords, Durham, and Holstein.

Q. Were they thoroughbreds, such as the contract called for?—A. The contract didn't call for thoroughbreds.

Q. Well, were they such as the contract called for in every particular?—A. Yes, only better. Lost money; cost me more than I got for them.

JOHN W. LIGHT.

Subscribed and sworn to before me this 2d day of January, 1897.

P. McCORMICK, *Inspector.*

Testimony of J. D. HARDIN, recalled by the defense.

Direct examination by Mr. FISHER:

Q. Were you present at the time of the delivery of 1 and 2 year old heifers last May made by Mr. Light at Anadarko?—A. I was present; yes, sir. I was present when the cattle were issued to the Indians in May.

Q. Did you see those Light cattle issued to the Indians?—A. I saw all the Light cattle issued—the Indians and the Light cattle.

Q. Were any Indian chiefs present inspecting the cattle that were issued to the Indians at that time?—A. I was sent by the order of Major Baldwin out with Ish i ti, which is the second chief of the Comanches, and Lone Wolf, Bud Chandler as interpreter. to see how they liked the cattle; the interpreter told me that they liked the cattle very well with the exceptions of about 75 head; told me a little bunch of yearlings, and they remarked through him that they ought to be delivered to the Mexicans on the Washita. I went and reported the facts to Major Baldwin; he said they would have to be issued equally among all.

Q. Did Lone Wolf and Ish i ti go among the cattle and examine them?—A. We drove around in and through them; there was about 500 in that bunch.

Q. Do you know whether these Indian chiefs examined the rest of the cattle that were there?—A. They were present most of the time, if not all.

Q. Were Ish i ti and Lone Wolf present at the time the interpreter, Bud Chandler, told you that they liked all the cattle with the exception of about 75 head?—A. Yes, sir; we were within about 20 or 30 steps of each other.

Q. Has Ish i ti any other name that he is known by?—A. White Eagle.

Q. Is this Bud Chandler that acted as interpreter the same Bud Chandler that was stopped from buying cattle down there?—A. Yes, sir.

By the INSPECTOR:

Q. Did Major Baldwin tell you to take the Indian chiefs named by you to the cattle pen and inspect the cattle?—A. No, sir; he told me to take the two chiefs and go through the cattle and see what they thought of the cattle.

Q. Is it not true that at that time the cattle had already been inspected, received, and the I-D brand placed upon them?—A. Yes, sir; it is true that they had been inspected; that was my understanding.

Q. After having been received by the inspector and the I-D brand placed upon them, would it have amounted to anything or not whether these Indians objected to the cattle?—A. It would not.

J. D. HARDIN.

Subscribed and sworn to before me this 2d day of January, 1897.

P. MCCORMICK, *Inspector.*

Testimony of JOHN D. JACKSON, recalled by the defense.

Direct examination by Mr. FISHER:

Q. Were you present on last Wednesday afternoon, December 30, 1896, at an interview between Major Baldwin and some Indians in his office at Anadarko, and did you act as interpreter?—A. Yes, sir.

Q. Who were the Indians that were present talking to Major Baldwin through you?—A. Chaddle kaung ky, Lone Wolf, Ko ma ty, E omety.

Q. Who did the talking to Major Baldwin among those Indians?—A. Well, Lone Wolf and Chaddle kaung ky.

Q. Did they tell Major Baldwin, Chaddle kaung ky, and Lone Wolf that they were the best friends he had?—A. Yes, sir.

JOHN D. JACKSON.

Subscribed and sworn to before me this 2d day of January, 1897.

P. MCCORMICK, *Inspector.*

Testimony of HENRY B. JOHNSON, witness for the defense.

Direct examination by Mr. FECHHEIMER:

Q. State your name, residence, and occupation.—A. H. B. Johnson; Minco, Ind. T.; occupation, cashier of Bank of Minco.

Q. Mr. Johnson, are you acquainted with one Samuel Strauss, an Indian trader at Fort Sill?—A. Yes, sir.

Q. As cashier of the Bank of Minco did you ever have any business transactions with Samuel Strauss?—A. Yes, sir.

Q. Please state what the transaction was.—A. We loaned Samuel Strauss and H. G. Boden \$1,000.

- Q. Did you take their note for it?—A. Yes, sir.
 Q. Was this note signed by Samuel Strauss?—A. It was.
 Q. Did Samuel Strauss pay this note at maturity; and if not, why not, if you know?—A. Samuel Strauss did not pay the note at maturity, and the note still remains unpaid.
 Q. Did you bring suit upon this note; and if so, what defense did Mr. Strauss make to this note?
 (Counsel for traders object unless a certified copy of the proceedings is filed.)
 A. We sued Mr. Strauss in the courts of El Reno; Mr. Strauss pled usury.
 Q. Do you consider Mr. Strauss a reliable and trustworthy business man?—A. No, sir; I do not.
 Q. Mr. Johnson, is it not a fact that if Mr. Strauss testified on this investigation that he never borrowed \$1,000 from the Bank of Minco, and that he had not been sued upon the note for \$1,000, and that he did not plead usury against the note, he swore falsely?—A. He did.
 Q. And up to this date has Mr. Strauss ever paid or offered to repay to you the money which you gave him upon the note signed by him and Mr. Boden?—A. He has not.
 Q. Did you ever loan Mr. Strauss any money upon a Government contract?—A. No, sir.

By the INSPECTOR:

- Q. What rate of interest did you charge Strauss on the note—on the money that you loaned him?—A. I think we charged him at the rate of 12 per cent.
 Q. Does the note bear on its face the rate of interest?—A. No, sir.
 Q. How much money did Strauss borrow from you?—A. One thousand dollars is the face of the note.
 Q. What was the length of time?—A. Thirty days.
 Q. The face of the note being \$1,000, how much money did you pay him out on it?—A. I think \$990.
 Q. What is the rate of interest allowed by the laws of this Territory?—A. I think it is 6 or 10. I am not up on it.
 Q. You are in the banking business and yet not up on the rate of interest in your Territory?—A. This is a mixed up. I was thinking of Oklahoma and this Territory. There is a different law in the two Territories.
 Q. When was the note given?—A. Spring of 1893. I don't remember the month exactly.
 Q. Who are the makers of this note?—A. H. G. Boden and Samuel Strauss.
 Q. Are they joint makers?—A. They are both makers of the note; yes, sir.
 Q. Who is the first signer?—A. Boden.

By Mr. MONICAL:

- Q. Isn't it a fact that Boden had money in your bank after this note came due?—A. No, sir; not enough to pay the note, anyway.

H. B. JOHNSON.

Subscribed and sworn to before me this 2d day of January, 1897.

P. McCORMICK, *Inspector.*

Testimony of Maj. A. E. WOODSON, witness for the defense.

Direct examination by Mr. FISHER:

- Q. What is your name, residence, and occupation?—A. Maj. A. E. Woodson, U. S. A.; on special duty as acting Indian agent of the Cheyenne and Arapahoe Agency at Darlington, Okla.
 Q. How long have you been in charge of that Indian agency?—A. Since the 1st of August, 1893.
 Q. Are you acquainted with Major Baldwin, the Indian agent at Anadarko, Okla.?—A. I am.
 Q. How long have you known him?—A. Twenty years.
 Q. Have you met him frequently during that twenty years?—A. I have.
 Q. Have you ever seen Major Baldwin during that time when he was under the influence of liquor to an extent that it in any way incapacitated him from attending to his business properly?—A. I have not.
 Q. Have you, during the time that you have known him, had official business with him or business of any kind frequently?—A. I have.
 Q. Have you found him reliable or unreliable in business matters?—A. Thoroughly reliable.
 Q. Has he displayed a business capacity or a lack of business capacity?—A. His

business was conducted in a very businesslike manner, and exhibited great firmness of character in the special instances that I have in mind.

Q. How frequently have you met Major Baldwin since he has been special Indian agent at Anadarko?—A. Quite frequently; every two or three months during the year at least once, I should say.

Q. Have you visited the reservation that Major Baldwin has charge of; and if so, how many times since he has been in charge of the same?—A. I have; as many as four or five times, I guess.

Q. Have you ever traveled over the reservation with Major Baldwin?—A. I was going to say that I have—my memory is not definite as to the number of times. I just gave an approximate number of times; I never kept any record of it.

Q. (Question repeated.)—A. I have.

Q. Did you ever travel over that reservation prior to Major Baldwin taking charge of it?—A. Yes; portions of it.

Q. Did you observe any improvement among the Indians while traveling through with Major Baldwin that you did not observe while traveling through prior to his taking charge of it?—A. Yes; quite a good many.

Q. Will you please state what they were?—A. In the distribution of the Indians over the reservation in permanent location, rather than in large camps or villages as formerly existed, and in the cultivated fields, inclosures, dwellings, and increased number of cattle owned or in possession of the Indians.

Q. Do you know whether Major Baldwin has put in operation any reforms over those that existed prior to his coming there among the Indians themselves?—A. In my opinion he has.

Q. Will you state what they are?—A. The improved condition is indicated in their desire to establish themselves in permanent homes, and in their desire to adopt civilized habits by living in houses and cultivating their lands, and in the accumulation of individual property, and in their amenability to the control of their agent, and their disposition to follow his advice in their efforts to make progress toward a condition of self-support, and in their apparently lessened desire for indulgence in forbidden practices that formerly existed.

Q. Are you acquainted with Dudley P. Brown?—A. I am.

Q. How long have you known him?—A. For several years.

Q. Did you meet Dudley P. Brown in the city of El Reno, Okla., at any time since Mr. McCormick, the inspector here, has been making this investigation?—A. Yes.

Q. Do you remember how long ago it was?—A. About a month ago. Well, perhaps I met him twice; one time not at El Reno; that was during Mr. McCormick's visit at Darlington Agency, and subsequently at El Reno.

Q. The last time you met him, at El Reno, was about two weeks ago, wasn't it; in the neighborhood of two or three weeks?—A. Yes, sir.

Q. Did you have any conversation with him at that time you met him; in what part of El Reno?—A. Yes, sir; I met him in front of the Stock Exchange Bank.

Q. Did you have any conversation with him in regard to this present investigation that is now going on before Inspector McCormick?—A. I did.

Q. What was that conversation?—A. Mr. Brown stated to me that he was not prosecuting the charges against Major Baldwin, and that he was not taking any active part in it, and left the impression upon my mind that he was passive in the matter. And that, coupled with a former conversation in regard to Major Baldwin, led to the inference that he had been very friendly to him, and he went on to detail instances wherein he had shown his friendship for him, giving me a history that certain events that had occurred some time prior to this meeting, and I think I remarked to some member of Major Baldwin's family that I had had this conversation with Mr. Brown and that he did not appear inimicable to Major Baldwin.

Q. In that conversation that you had with him in front of the Stock Exchange Bank did he say anything that led you to think that he was not still Major Baldwin's friend?—A. Well, I can't say that I gathered from anything said in this conversation that he was personally friendly to him, but that he was not taking any active part in the prosecution. I asked him the question as to who Mr. Milbury was, and if he had been—if such a man had been found, and he replied no; that no one knew of any such a person at Anadarko. I think that is about all of the conversation we had on that subject.

By Mr. BROWN, trader:

Q. I want to ask you, Major, if it isn't a fact that before this investigation began that I met you on the prairie between Darlington and El Reno, Okla., you in your buggy and I in a buggy that I hired at the livery stable at El Reno, and you asked me during the conversation which we had at that time who were Major Baldwin's

friends at Anadarko, and I replied that he hadn't any except Dr. Wallin and Captain Johnson; and you asked me how Major Baldwin and I were; if we had gotten our unpleasantness fixed up; and that I didn't tell you that we had not, and that I was not on speaking terms with him?—A. Yes; on that occasion that you told me that you were not on speaking terms, and you went on to detail to me that how friendly you had been to him, and at that time, from what followed after this remark, you stated that you had always been friendly toward him, and led me to think you still wanted to be friendly with him but for the fact that he had exhibited ingratitude for the service that you claim to have rendered him; and I asked you about the different traders down there, how they felt toward him, and I mentioned Colonel Fred's name, and you said that Colonel Fred was not feeling friendly toward him, although he pretended to be. Now, I will add to that that you left the impression upon me that you were not an avowed enemy of Baldwin, but if he would treat you right, as you thought he ought to do, that you would still be friendly to him. That is the inference that I drew from the conversation. You spoke of your business affairs and related instances wherein you thought that Baldwin had done you a great injustice.

Q. I want to ask you if it isn't a fact, in the conversation which you have just testified as having had with me in front of the Exchange Bank, that if I didn't state to you that I had not put in any charges against Major Baldwin, and that I didn't have anything to do with the charges having been put in against him, and did not expect to have to prosecute those charges?—A. Well, I will say in answer to that that I don't remember that you stated it in those words, but you indicated to me that you were not prosecuting Major Baldwin.

Q. Major Baldwin or the charges?—A. I don't think you had reference to these charges; that you were not prosecuting this investigation.

Q. Then you don't know positively whether or not I told you that I was not engaged in the prosecution of the charges against Major Baldwin?—A. I think you indicated to me that you were not engaged in the prosecution.

A. E. WOODSON,
Major, U. S. A., Acting Indian Agent.

Subscribed and sworn to before me this 2d day of January, 1897.

P. McCORMICK, *Inspector.*

Testimony of SAM. Q. ROBINSON, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name, residence, and occupation?—A. Samuel Q. Robinson; major and surgeon, U. S. A.; stationed at Fort Reno, Okla.

Q. Are you acquainted with Major Baldwin, Indian agent at Anadarko?—A. I have known Major Baldwin since 1883, I think.

Q. Have you met him frequently since you first became acquainted with him?—A. I was on duty under his command twice or three times between 1883 and 1885. I served with him on a reconnoissance to Alaska in 1885. I have since met him at Anadarko on two occasions.

Q. How long have you been with him daily on these various occasions that you spoke of at a time?—A. I was under his command on this reconnoissance that I speak of for about three weeks on each occasion, on the Alaska trip; at Anadarko four days on social business, at the dedication of the new office. On the Alaska trip I think we were about two weeks at sea and two or three days on land.

Q. Have you ever seen Major Baldwin on any of these occasions when he was under the influence of liquor to an extent that in any way incapacitated him from attending to his business?—A. Never; and I would like to add to that testimony that there was nothing to prevent his getting as much incapacitated as he wanted to, for the liquor was there under his command.

SAM. Q. ROBINSON,
Major and Surgeon, U. S. A.

Subscribed and sworn to before me this 2d day of January, 1897.

P. McCORMICK, *Inspector.*

Testimony of ALBERT G. FORSE, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name, residence, and occupation?—A. Albert G. Forse, major of cavalry; Fort Reno; officer U. S. A.

Q. Are you acquainted with Major Baldwin, Indian agent at Anadarko?—A. I am.

Q. How long have you known him?—A. I have known him for nearly fifteen years.

Q. Have you met him frequently since you first became acquainted with him?—A. I have. I might add here that I was stationed with him at the same post from October one year until August the next.

Q. Did you meet frequently while you were stationed at the same post?—A. Every day. Sometimes several times a day.

Q. Have you met him frequently since then?—A. Not frequently. It was only at odd times.

Q. Have you ever seen him under the influence of liquor to an extent that in any way whatever incapacitated him from attending to his duty, and that properly?—A. I have not.

Q. Have you had any official business with him on other occasions?—A. No; nothing, excepting in a military way. Only coming up before a court-martial or board of survey, or something like that. Nothing you could call business transactions.

Q. How have you found him in the performance of his duty, such as you have mentioned, that devolved upon him and came under your observation, reliable or unreliable?—A. Reliable and competent.

By Mr. BROWN, trader:

Q. How recent was the last business transaction that you had with Major Baldwin?—A. I don't recall any since 1887; since we were at the post. Let me correct that; in 1886 that he left the post.

A. G. FORSE, *Major First Cavalry.*

Subscribed and sworn to before me this 2d day of January, 1897.

P. McCORMICK, *Inspector.*

Testimony of LYON BINGHAM, witness for the defense.

Direct examination by Mr. FECHHEIMER:

Q. What is your name, residence, and occupation?—A. Lyon Bingham; I live at Minco, Ind. T.; I am in the mercantile business there.

Q. How long have you been in the mercantile business?—A. About seven years.

Q. How long have you resided at Minco?—A. I believe it is seven years.

Q. Have you had any business transactions with Major Baldwin?—A. I have; yes, sir.

Q. As Indian agent?—A. Yes, sir.

Q. How frequent have been your transactions with Major Baldwin?—A. Well, I can't say just how many times exactly, some two or three times.

Q. Have you had any transaction with him lately?—A. Not for the last year; no, sir.

Q. In those business transactions that you have had with Major Baldwin, have you found him reliable or unreliable?—A. I have found him reliable.

Q. Is your wife a member of any of the tribes of Indians under Major Baldwin's jurisdiction?—A. Yes, sir.

Q. What tribe?—A. Caddo.

Q. Have you been familiar with and resided on the Caddo or Wichita Reservation?—A. I haven't lived on the reservation since Major has been Indian agent there.

Q. Are you familiar with what is being done on the Caddo Reservation in regard to improvement among Indians, etc.?—A. Well, I can't say that I am; only so far as I have business relations with Major Baldwin personally.

Q. In your mercantile business do you have frequent transactions with Indians?—A. Yes, sir.

Q. Have you noticed any improvement among the Indians that have been dealing with you?—A. That is a very hard question to answer.

Q. Do you know of any reforms that Major Baldwin has instituted on the reservation over that of other agents?—A. It has always seemed to me like that Major Baldwin in all the business transactions that I have had with Major Baldwin that he was there for the benefit of the Indians.

Q. Have you had any leases on the Caddo Reservation prior to Major Baldwin's coming here?—A. Yes, sir.

Q. Were you required to pay for those leases or the privilege of grazing on the reservation before his coming there?—A. No; I never had a lease, only under Major Baldwin.

Q. Did you have cattle running on the reservation prior to Major Baldwin taking charge?—A. But very few, nothing but my milk cows.

Q. Do you know of your own knowledge that other parties had grazing privileges on the Caddo Reservation prior to Major Baldwin taking charge of the agency, for which Major Baldwin has since required them to pay?—A. Well, I can't say that I do.

Q. How much are you required to pay per acre for the lease you now hold?—A. I am not holding any lease at the present, but I paid 4 cents per acre for the former one I held.

Q. Have the business transactions you have had with Major Baldwin been satisfactory to both parties?—A. Well, at the time when I had business relations with Major Baldwin I thought at the time he was a little bit strict on me, but after finding out his way of doing business, I was very well satisfied with the transaction of all the business that I had with Major Baldwin.

Q. Were the transactions you had with Major Baldwin conducted in a business-like manner on his part, and do you consider him, from your experience with him, a good business man?—A. I do; yes.

Q. Mr. Bingham, do you know whether Major Baldwin is a better agent than the agents you have known previous to his coming here in the seven years that you have been acquainted with the reservation?—A. Well, I don't know that he is a better agent, but I believe that he has taken more interest in the Indians' welfare than any agent that I have known since I have been acquainted with the reservation.

Q. What is his manner of treating people that do business with him, as far as you know—pleasant or unpleasant?—A. He was always very pleasant with me.

By the INSPECTOR:

Q. How often do you meet Major Baldwin in a twelvemonth's time?—A. Well, while I had business relations with Major Baldwin I met him quite frequently, but for the last year I have only met Major Baldwin about four times, I believe.

Q. How many business transactions did you have with him?—A. Well, all the business transactions I had with Major Baldwin was while I was holding the lease.

Q. Your business transactions, then, were confined wholly to that one lease, were they?—A. No; I had other business with Major Baldwin in regard to my farming interests.

Q. The business that you had with the lease was simply one transaction, wasn't it, simply renting it and paying for it.

Q. How many claims has your wife or you on that reservation?—A. Well, I have two places.

Q. Where are those two places?—A. My farm is situated a mile and a half southwest of Minco; the other one is about 13 miles southwest of Minco.

Q. Did you have a claim on Stinking Creek?—A. Yes, sir; that is the one I am speaking of.

Q. And you still have that?—A. I still claim it.

Q. Do you not have it occupied and derive the benefit from it?—A. No, sir; the place is unoccupied at the present.

Q. You state that you still claim it; is there any dispute as to your ownership of it?—A. I can't say that I ever had any talk with Major Baldwin about the place, but last year the place wasn't farmed, as the farmer out there claimed that I had more land that I was entitled to.

Q. Has there been any trouble about the other place that you spoke of, near Minco?—A. No, sir.

Q. Then if there was no trouble about the place beyond Minco, and if you have never had any talk with Major Baldwin about the Stinking Creek ranch, what talk was there necessary? When did you have any business relations with him about the farming, as you have just stated?—A. I will explain that; the business relations that I had with Major Baldwin about my farming business was simply to get passes for my men to go and work this place.

Q. Did you get the passes?—A. Yes, sir.

Q. That required no great amount of business, did it, to do that?—A. No, sir; I only met him at his place of business; that was all.

LYON BINGHAM.

Subscribed and sworn to before me this 2d day of January, 1896.

P. McCORMICK, *Inspector.*

Testimony of S. B. BURNETT, witness for the defense.

Direct examination by Mr. FISHER:

Q. State your name, residence, and occupation.—A. My name is S. B. Burnett; I live in Fort Worth, Tex.; I am in the cattle business. That is my principal business. While I am interested in the banking business, cattle is my main business.

Q. How long have you been in the cattle business?—A. Well, sir, I have been in it all my life; since I was a small boy. Twenty-eight years ago I commenced handling cattle for myself.

Q. Are you acquainted with the Kiowa, Comanche, and Apache Reservation?—A. Yes, sir.

Q. How long have you been acquainted with that reservation?—A. I came on the reservation first in 1881, when I first had any special acquaintance with it.

Q. How much of your time has been spent upon the reservation since you first went on it?—A. Shortly after I came on the reservation, in 1881, that was a drought, about such a one as we had this year. I came over to Anadarko to see Colonel Hunt; he was then Indian Agent P. B. Hunt. My cattle were running along the river, the south side of the Red River, and of course when they would go in to get a drink of water, they was just as apt to come out on the Territory side as they was to come out on the Texas side, and of course he, Hunt, being Indian agent, and my cattle trespassing on the reservation, had induced me to go up and make his acquaintance, and see whether or not the cattle was going to be driven out of the country, or what should be done. I have spent a great deal of my time on the reservation.

Q. How many of the Indian agents that have been in charge of that reservation have you been acquainted with?—A. All of them since Colonel Hunt, I think.

Q. Have you had any leases or grazing privileges on this reservation?—A. Yes, sir.

Q. Which part of these reservations are you particularly acquainted with?—A. Most of the southern part of it—from Anadarko south.

Q. Are you acquainted with many of the Indians in that southern part?—A. Yes, sir; I know most all of them—all the leading Indians in that southern country.

Q. Do you know of any improvement that Major Baldwin has inaugurated since he has been in charge of the agency that did not exist over what other agents had done for the Indians?—A. Yes, sir; I think that he has done more than any agent since Colonel Hunt left here; that is my impression.

Q. Can you state any that has come under your observation directly?—A. Well, there wasn't a house between Fort Sill and Red River when I first made a lease on the reservation, in 1885, and now there is lots of them—Indian houses—and the most of them have been built in the last two or three years.

Q. Do you know of any others—things that Major Baldwin has done in the interest of the Indians—that other agents did not do?—A. Yes, sir; I know. When he advertised for these Indian leases to be made, he done it to the highest bidder. Before we sent in the bids—I mean me and Waggoner and other cattlemen—he notified us that he wouldn't consider any bid for less than 6 cents. I got on the train to come up here and see how that was. Of course they reserved the right to reject any and all bids. That was the first time I had ever met Major Baldwin in his office at Anadarko. I asked him if he meant what he has said in the circular letter to me and others. He reared back in his chair and said he did. I had had a talk with him—Waggoner—and we had agreed that we wouldn't bid only 4 cents per acre, as our country had been badly stocked, and we considered that a fair consideration for the country; but, of course, when he sent out the circular letter and said that he wouldn't consider less than 6 cents, I taken it for granted that we had to bid that or not get the grass. Of course I consider that one-third of the grass money saved for the Indians by Baldwin.

Q. Did that circular letter decrease the number of acres below that that was formerly leased?—A. I think not; very little of the country unoccupied now that was heretofore used; I don't know of but one pasture not used this year, and that is this small Looking Glass pasture of some twenty-odd thousand acres, and that is not much good, and he tried very hard to lease that; he wrote me a letter and asked me if I couldn't use it. It is not a good winter pasture; only good for spring and summer use; sage-grass pasture; I would have leased it myself if it had been a good winter pasture.

Q. Then you regard that Major Baldwin in that particular has increased the revenues of the Indians at least one-third?—A. I do for this year; no question about that.

Q. Do you know of anything else that Major Baldwin has done for the Indians since he has had charge that other agents did not do?—A. As to how he has handled the school, I am not posted; yes, sir; I know one thing that I consider a very important thing that he has done for them; he bought a large amount of cattle for these Indians out of their grass money, which I think was a great benefit for them.

Q. Do you know anything about his compelling parties—squaw men and others—on the reservation to pay for land that they had not been paying for under former agents?—A. Yes, sir; I do. What I know about it I get it for a squaw man; I don't know only what he told me; I get it from Emmet Cox, Fort Sill.

Q. Well, what have these squaw men told you about it?—A. Emmet Cox told

me that he thought Major Baldwin had offered a very fair proposition to the squaw men; he, himself, was well pleased with it; he said Baldwin had agreed to allow the squaw men 20 acres of grass for each head of stock they had in their pastures; the rest of the surplus grass that they heretofore had been using for their benefit, that he, Baldwin, wanted that country leased and the money to go to the general Indian fund. That is about the language that Cox used to me about it, which he thought was a good proposition on Baldwin's part. He seemed to be well satisfied with it, and he was a squaw man.

Q. Has Major Baldwin carried out that policy?—A. That was the impression that I gained from Cox, and that has been my understanding that I have had—that he has, and thereby has antagonized these squaw men against him, so I have been told.

Q. How was it prior to Major Baldwin's coming here as to the squaw men occupying land? Were they restricted in any particular as to the number of acres used?—A. Each squaw man had a pasture known as his pasture, and if there was any restrictions placed on it I don't know it. I had one leased from Dietrich & Woodard, known as their pasture, and paid no one else for it. I did the business with Dietrich—didn't do it with the agent.

Q. Do you mean W. F. Dietrich?—A. I mean Wm. Dietrich, that lives up close to Anadarko; pasture that joins right out here, known as the Woodard & Dietrich pasture.

Q. What has been the nature of the cattle business that you have been engaged in—simply raising cattle, buying and selling, or both?—A. I have been doing both—raising cattle and buying cattle and selling.

Q. Do you keep posted as to the market prices of cattle?—A. I try to; yes, sir.

Q. Do you know anything about an advertisement that was issued in November, 1895, calling for bids for 1,400 head of heifers, and some bulls, to be issued to the Indians for breeding purposes?—A. I saw the advertisement in the papers.

Q. Do you know what is meant by native American cattle?—A. I don't know whether I do or not; I doubt it very much.

Q. Do you know what the general understanding is among cattlemen of experience as to what they are?—A. No, sir; I do not; not if you express it that way.

Q. Do you know what graded cattle are?—A. I think I do.

Q. What are they?—A. What I call graded cattle, cattle mixed up with Durhams or Hereford, cattle crossed with Texas or Indian Territory cattle. That would be a cross between a blooded bull and a Texas cow; the calf she would drop would be a graded animal.

Q. Did you bid on that advertisement?—A. No, sir; I did not.

Q. What did you understand from reading that advertisement as to what kind of cattle was wanted?—A. Well, I thought they wanted the kind of cattle—the way I understood the advertisement, it restricted the cattle to be Indian Territory cattle—the way I read it. There was a party over there that wanted me to go in with him and bid on it. I told him that I thought the high prices people was paying, that the bids I would put in wouldn't be accepted. I got it in my head that if you bought them down in Texas they wouldn't go. I know I told Mr. Barkley that I wouldn't attempt to fill that contract for less than \$18 a head; I didn't think there was any use for us to put in a bid; that I felt somebody would take it for less price—for the heifers, not the bulls.

Q. Having read the advertisement inquired about, marked Exhibit B, how would you construe it as to the place you would have to purchase those cattle to fill this contract so as to comply with the terms of this advertisement?—A. That is a question that I didn't know how to answer. I didn't understand the wording of the contract.

Q. Would you have purchased cattle in the Indian Territory to have filled that contract?—A. If I had undertaken to fill it, I would have wanted to gotten them in some of these Territories.

Q. Would you have gone north of the quarantine line to purchase cattle to fill the contract made in December for spring delivery in May?—A. I don't know that I would.

Q. Did you ever see any of the heifers that were delivered by John W. Light under his contract with the Government?—A. I have seen some of them; that is, the Indians said they was the heifers; that is all I know about it. I have just got their word for it.

Q. Where did you see them?—A. I saw them down on the southern portion of the reservation; on Cache Creek.

Q. About how many different bunches of those cattle did you see?—A. I couldn't tell just how many. I seen several bunches that the Indians said the agent had issued to them out of what they called their grass-money cattle.

Q. What ages were they and what sex?—A. One and 2 year old heifers; cattle that I saw. Ones and twos last spring; coming twos and threes now.

Q. Were they Arkansas and east Texas animals?—A. No, sir; I don't think they were.

Q. Well, what were they?—A. They were a right nice lot of heifers, the cattle that I seen down there, and they had some breeding in them; looked like they were raised in northern Texas or the Chickasaw Nation; about like the cattle of my raising down there. Of course my cattle have all good some breeding in them; I don't use anything but good bulls.

Q. Do you mean by some breeding in them, were Durham, Holsteins?—A. Yes, sir; these that I saw looked like they had some Durham breeding, mostly red.

Q. Could you tell to what extent they were bred up?—A. I see some that I know were as much as a half-breed and might have been three-quarters.

Q. What was the price of such cattle on or about December 28, 1895?—A. I don't think a man could bought them for less than \$15 a head down in my country; that is my judgment about it.

Q. What was the price of such cattle on or about May 1, 1896?—A. Cattle were about the same up to early in the spring. I was paying \$10 for yearlings, take them as they come, down in middle Texas.

Q. Could you tell from looking at those cattle whether their mothers had been Texas cattle or not?—A. I could not.

Q. Can any experienced cow man tell that simply from looking at the animal, as to where their mothers were raised, whether she came from Texas or Kansas?—A. No; they can't; they can tell whether they got breeding in them, but they can't tell where their mothers came from. I know I can't; I am just speaking for myself.

Q. Do you know where Mr. Light purchased bulls that he put in under that contract, and from whom?—A. Only one bunch; I sold him one bunch of bulls.

Q. What kind of bulls were they?—A. They were Herefords and Durhams mixed, all graded; what we call high grades, too.

Q. What did he pay for the bulls?—A. I don't remember just what Light paid for them bulls; I couldn't swear positive; either \$35 or \$40.

Q. Do you know how Major Baldwin stands among the Indians that you are acquainted with?—A. He stands well among the Indians in the southern part of the reservation, so far as I know.

By the INSPECTOR:

Q. You have a lease on the reservation. Do you live near the line of the reservation?—A. I live in Fort Worth. I have a farm south of the Red River, adjoining the reservation, which is my headquarters.

Q. How often do you go over the reservation?—A. I am over it often.

Q. Does your business carry you over it farther than your leased land?—A. No, sir; as a rule I don't come over it farther than the land I have leased; not very often.

Q. Then you don't travel over the reservation much outside of the leased pasture?—A. Oh, I travel over it a good deal, going to Fort Sill by private conveyance, and to Anadarko, and I have been to Quanah Parker's a number of times.

Q. How often do you come to Anadarko?—A. Not very often; I was up there to make a bond for a lease under Major Baldwin a year ago last spring. I don't think I have been there since Major Baldwin has been there but four times.

Q. In going to Anadarko from your place do you go over the main traveled road?—A. I nearly always go by Fort Sill, and as a rule go over the main traveled road from Fort Sill to Anadarko, and come up here by train, and go over to Anadarko by private conveyance.

Q. Are the Indians thickly settled along on these main traveled roads that you speak of?—A. Very few; at least I don't see many from Fort Sill to Anadarko, except a few Apaches there.

Q. The houses that you have spoken of that have been built then, in reply to Mr. Fisher's question, are the houses you see along the main traveled road, are they not, principally?—A. No, sir; on Cache Creek, and Blue Beaver, and Post Oak, down there.

Q. Mr. Burnett, are the cattle that are raised in the Chickasaw or Indian Territory, are they not bred up from Texas or Arkansas cattle, as a rule?—A. They are not.

Q. What are they bred up from?—A. I think mostly from Texas cows, and I think crossed with good bulls. I think they originated from Texas. I don't know of any Arkansas cattle in this country; there may be some.

Q. Then under a contract or proposal which reads that the cattle received under

that proposal must be free from Texas, Arkansas, or Mexican blood could such as that in such quantities as were furnished have been bought in the Indian Territory?—A. Well, they might have been. I don't know what there is all over the Territory. I only judge from what us cattlemen have got and what I have seen.

Q. Is the term American cattle usually applied to cattle raised north of the quarantine line?—A. I never heard that term used before until I saw it to-day.

Q. From reading the terms of the proposal, is it not calculated to mislead any intended bidder?—A. Well, I couldn't say. It might not mislead a man that understood what that American business meant.

By Mr. MONICAL:

Q. These cattle that the Indians told you had been delivered to them, did they say they were cattle delivered by Light or cattle they got with their grass money?—A. They said cattle the agent turned them over—cattle out of their grass money.

S. B. BURNETT.

Subscribed and sworn to before me this 2d day of January, 1897.

P. McCORMICK, *Inspector.*

Testimony of J. D. SUGG, witness for the defense.

Direct examination by Mr. FISHER:

Q. What is your name, residence, and occupation?—A. J. D. Sugg; live in the Chickasaw Nation; cattleman.

Q. How long have you lived in the Chickasaw Nation?—A. About twenty-three years.

Q. How long have you been engaged in the cattle business?—A. About twenty-seven years.

Q. Do you remember an advertisement issued by the Interior Department calling for bids for cattle—1 and 2 year old heifers and 74 bulls—to be delivered at Anadarko Indian Agency, to be distributed among the Indians for breeding purposes?—A. Yes, sir.

Q. (Here witness is shown exhibit B.) Please examine that and see if that is the advertisement mentioned.—A. Yes, sir; it looks like the same contract that was sent to me, or proposal.

Q. Did you bid in response to that?—A. No, sir; I did not.

Q. What kind of cattle did you think would fill that contract? Where would you have to purchase them?—A. From the way this contract read, I thought they would have to be from the Indian Territory or Kansas.

Q. Did you think that cattle as called for in that large number—1,400 head of heifers—could be found in the Indian Territory to fill that contract?—A. Yes, sir; I think they could have been found in the Indian Territory.

Q. Have you had any business transactions with Major Baldwin?—A. Yes, sir.

Q. How long have you known Major Baldwin, the Indian agent?—A. Ever since he has been agent at Anadarko I have been acquainted with him.

Q. Have you had many business transactions with him?—A. Nothing, only leasing pasture land from the Kiowa and Comanche Indians.

Q. In your business transactions and your different business interviews with him how have you found him, reliable or unreliable?—A. I have found him in my business with him very satisfactory.

Q. Do you regard him as a good and competent business man?—A. Yes, sir; I do.

Q. Has he been pleasant or unpleasant to do business with?—A. Why, he has been very pleasant in all of my transactions.

Q. How long have you been acquainted with the administration of the affairs of the Indian agency at Anadarko and the reservation?—A. Ever since 1880.

Q. How has Major Baldwin's administration since he has been in charge compared with the administration of the former agent?—A. I think it is just as good, if not better, than any administration we have had.

Q. Do you know what the price of cattle such as called for in that advertisement that I showed you was on the 28th of December, 1895; I mean the 1 and 2 year old heifers?—A. Well, I saw that we couldn't make no money to bid on the contract at all at the present time with these cattle, and after the contract was let I saw there couldn't be no money made on it, but after this contract was made cattle become cheaper, the price went off on account of stringency in money matters; cattle could have been bought cheaper than when the contract was let.

Q. Did you fill a contract with Captain Scott at Fort Sill about the time that this contract was let to Mr. Light of 1 and 2 year old heifers? How much did you put them in at?—A. Seventeen dollars a head, and lost money.

By Mr. MONICAL:

Q. Do you think cattle in as large numbers as mentioned in the proposal, free from Arkansas, Texas, and Mexican blood, could be purchased in the Indian Territory?—A. Yes, sir; I think they could.

Q. Are not cattle in the Territory bred up from Texas cattle?—A. Principally, they are.

J. D. SUGG.

Subscribed and sworn to before me this 2d day of January, 1897.

P. McCORMICK, *Inspector.*

Testimony of A. B. SNOW, witness for the defense.

Direct examination by Mr. FISHER:

Q. State your name, residence, and occupation.—A. A. B. Snow; residence is Chickasha; occupation, lumber dealer.

Q. How long have you been in that business?—A. About sixteen years.

Q. How long have you known Major Baldwin, the Indian agent at Anadarko?—A. I do not know; ever since he has been out here; a little over two years, I guess; I don't remember.

Q. Have you met him frequently during that time?—A. Yes, sir; every little while.

Q. Have you ever seen him when he was under the influence of liquor that in any way incapacitated him from doing business?—A. No, sir; I never have.

Q. Have you had many business transactions and interviews with him?—A. Yes, sir; several.

Q. How have you found him in those transactions and interviews, reliable or unreliable?—A. Always reliable; hard to get a contract out of him; but it is all right after I got the contract.

Q. Do you regard him as a good and competent business man or not?—A. I do consider him as a business man.

Q. Have you any contract now with him for the Government?—A. I have.

Q. What are those contracts?—A. I have two contracts with him; one is a coal contract and the other is lumber.

Q. What is the lumber contract for, what is the lumber intended for?—A. Indian houses.

Q. When was that contract made?—A. It was made on the 24th of November. That is when the bids were let, and my contracts were signed the next day after Thanksgiving; the 28th, I think it was.

By the INSPECTOR:

Q. Are your contracts in the shape of bids to the lowest bidder?—A. Yes, sir; that is the only way he ever will contract.

Q. All of your business dealings are in the nature of bids?—A. Bids; yes, sir.

Q. Is Major Baldwin a drinking man?—A. I do not know, sir, and never saw him drink; don't drink myself, and never saw him drink.

A. B. SNOW.

Subscribed and sworn to before me this 2d day of January, 1897.

P. McCORMICK, *Inspector.*

Examination adjourned until 9 a. m. January 4, 1897.

Hearing resumed at 9 a. m. January 4, 1897, pursuant to adjournment.

Testimony of FRANK D. BALDWIN, in his own behalf.

Direct examination by Mr. FISHER:

Q. What is your name, residence, and occupation?—A. Frank D. Baldwin, captain United States Army; present duty acting agent Apache, Kiowa, and Comanche Agency, Anadarko, Okla.

Q. How long have you been special agent of the Kiowa, Comanche, and Apache Agency?—A. I took charge of the agency December 3, 1894.

Q. What was the condition of that agency and the Indians at the time you took charge of it?—A. About as bad as one could imagine they could be.

Q. Please go on and detail some of the practices that were then in vogue that you have since corrected?—A. Well, when I went there I found large numbers of Indians camped about the agency, and that the Indians were coming distances as far as 75 miles once every two weeks to draw their rations; they would remain in camp from one ration day to another instead of going home, some of them. To remedy this as far as possible, monthly issues were made, and three subissues

stations were established, which rendered it possible, excepting in very few instances, for the people to come to their issue stations and return to their homes the same day, at the farthest the second day. This they were required to do and now we very seldom see Indians loitering about the agency longer than twenty-four hours. It was very seldom that you could find an Indian at his home between issue days. A rule was established that Indians would receive farming implements, stoves, and such other articles as were provided for issue by the Government only when they were found at home, seldom ever anything being issued to an Indian under any other condition. This effort has resulted to the great benefit of the Indians, as those who desired to receive articles mentioned would remain at home, and did work. The habit of issuing wire to the Indians at the agency was stopped, and no Indian received wire except he had the posts in the ground around the land which he wished to fence, and after receiving the wire, if it was not put on to the posts within ten days or two weeks, it was taken away from him and issued to some other Indian. This broke up the custom that had prevailed of issuing annuity goods in bulk to what was known as chiefs and headmen, leaving it to them to them to distribute to other Indians. Nearly all of these issues are made under the supervision of the farmers, who would visit the location selected by the Indian as a home, find out what he had, then give him an order or a memo. showing what he needed complete, so far as we could furnish the outfit. The issuing of tepee cloth was stopped entirely and the money value of this cloth was expended in purchasing lumber for the Indians to build houses. Such of them as had no houses to live in and would put up or furnish sufficient money to pay a carpenter for building the house was given the lumber sufficient to build a house of two rooms, 14 by 28, ceiled throughout, with brick flue, two windows, and three doors. A great many houses were built by the Indians themselves, of logs; I don't know exactly how many. In these cases shingles and doors and windows were furnished from the lumber sent there by the Department, they paying a carpenter for doing the shingling and such work as that. Several cases where the Indians furnished the lumber themselves, bought it, when the agency carpenter would be required to put up the house at no further expense to the Indian. One other thing that would properly be considered a benefit for the Indians—I consider it so—that is the cutting off of certain Indians and squaw men from leasing large tracts of land to outside people, for which they received all the pay, never turning any portion of it into the general Indian fund for the benefit of the Indians in general. Among the Indians, first was Quanah Parker, Lone Wolf, Big Tree, Chaddle kaung ky, Ko ma ta. I have a copy of a contract between Big Looking Glass and Emmet Cox, where he leases to Emmet Cox what is known as the Looking Glass pasture, with about 23,000 acres. For this, Emmet Cox agreed to pay \$1,750 per annum to Looking Glass, and I am informed did so pay the money for at least one year. This contract is dated April 15, 1893. Lone Wolfe received \$250 a month for what he leased; Big Tree received \$50 a month; Ko ma ta, \$40 a month. Chaddle kaung ky received a great portion of his in small dribblets. The exact amount I have never been able to learn. Of the squaw men who did this improper leasing—leasing land that didn't belong to them—was Clark and Cox, Conover, Woodard, Dietrich, and a man named Jones. Their pastures varied from 17,000 acres up to 50,000. In the spring of 1895, when the question of leasing grass came up, these men were informed they would have to pay for all lands they held under fence at the rate of 6 cents an acre over and above what was actually necessary to graze the cattle under their own and family brands. I accepted the statement of these people as to the number of cattle they had, and the number of acres they had in their pastures, as I had no other means of determining what would be right. The Indians that I have named took no interest in the matter and did not attempt to do any leasing. All of these other men, white men, came in and made their statement as to what they had. One case will probably cover all the others. George Conover came and stated that he had less than 20,000 acres under fence, and that he and his family had 1,000 head of horses and cattle. I got him to trace the general lay of his pasture, as he could remember. It looked to me as though there was more than that in the pasture, but I finally told him that I thought it would be no more than right for him to pay for 5,000 acres of grass. This he finally consented to do. A little later on I found, through trouble that was coming up between this man and Mr. Light, that he had subleased this entire pasture to Mr. Light. I had no information, no knowledge, of Mr. Light being on the reservation, and it was a standing order that wherever men came onto the reservation without authority or had leased land in greater amounts than they could cover with their own stock and wished to sublease the excess land that such action must be reported to the office, with the names of all parties who they desired should come on the reservation. Mr. Light was ordered by me to leave the reservation within ten days, with all his cattle. After receiving this order Mr. Light came to my office, told

me the circumstances connected with his being there, and handed me a copy of the contract entered into between himself and Conover. In this copy Mr. Conover leases 40,000 acres of land. [Handing copy to inspector.] I saw that Mr. Conover was receiving \$2,600 for what he was paying that year only \$300 for, and, according to his own contract, he had 15,000 acres of land in excess of what he had any possible right or title to. I think this was along in December, 1895, or January, 1896. I then directed Mr. Light to pay no more money to Mr. Conover until I had received at least all that was then due on this contract between he and Conover, and to pay the money to me and it would be taken up in the general Indian fund. All of this was done, and I will just finish that by saying that on the survey of two of Mr. Conover's pastures we find that he has 47,000 acres under fence, besides a large tract of land he has adjoining Anadarko which has not been surveyed. I can simply say in regard to Woodard and Dietrich that the transaction is about the same except that their lands were not surveyed until this last summer, 1896, and their excess was not known until that time. I found that they were subleasing to outside parties; they reported the fact to the office and got permission to sublease such an amount as they paid grass money on. Woodard and Dietrich paid for 5,000 acres, and Jones paying for 2,500, I think. I learned afterwards, after the survey, that Woodard and Dietrich had 23,761 acres in their pasture instead of 15,000, as they had represented to me. They were receiving in the neighborhood of \$1,600, paying into the general fund only \$300. After the survey it was found that the Jones pasture contained 21,520 acres, instead of less than 8,000, which he had stated was the amount of acres. Now, to close up that business, I will say that when these people were cut off from the privileges of leasing these large tracts of country without turning in any portion of the moneys received to the general fund, that Clark and Cox submitted without a word, Quannah Parker did the same; the other Indians named had not given up yet in their efforts to try to do the same thing again. All these past parties that I have named, their pastures have been resurveyed, and they have paid for the excess as found by the resurvey except Woodard and Dietrich, who have not paid.

Q. You may state the circumstances under which the Indians appropriated \$50,000 of their grass money to buy she cattle.—A. The whole matter was talked over and decided in a council at Lime Creek, the 2d day of May, 1895, when there was upward of 2,000 Indians present, which was nearly if not quite all of the adult males. At that council the matter was thoroughly talked over, and so far as I can recall now it was by unanimous consent that the money was appropriated for that purpose. The cattle were to be bought so that each man, woman, and child of the Kiowa, Comanches, and Apaches should have one heifer, and there was to be purchased a sufficient number of bulls which were to be distributed at proper points about the reservation.

Q. Was there any opposition in that council to the appropriation of that \$50,000?—A. I don't recall a single remark made by the Indians which could be construed as opposition. We were very careful to have it explained to them so they could understand it thoroughly. It was explained by me and one or two others. I think Captain Scott was there during the entire council, and he explained what he was doing for the Apaches, and that it was the same as he was doing for them.

Q. What time did you arrive at that council, or the Indian camp where the council was held?—A. On the evening of May 1.

Q. Who was with you at that time?—A. Mr. Hornbeck, of Minco, and D. P. Brown, trader at Anadarko.

Q. Was you intoxicated on your arrival there from the use of liquor?—A. I was not; no condition of that character whatever.

Q. Have you expended the appropriation as made by the Indians for those cattle?—A. I have not; it has been expended through the Office of the Commissioner of Indian Affairs; in part, I have bought between 1,100 and 1,200 heifers of the Indians, at the prices the contractors received for theirs.

Q. Did you buy any from John W. Light; make any contract with him?—A. I made a contract, as I was authorized to do, for 1,400 head of heifers and 74 bulls.

Q. Was that contract approved by the Commissioner of Indian Affairs?—A. It was.

Q. You may go on and state when you advertised for bids, which resulted in John Light getting that contract, and all the circumstances from that on about the purchase of the cattle from John W. Light.—A. The usual advertisement was published in the papers and by posters asking for bids for the furnishing of 1,400 heifers and 74 bulls. On the day which those bids were to be opened, at the hour stipulated, which was 1 o'clock, all bids which had been received were opened. There was but one formal bid—that is, put in as required by the advertisement—received. There was one or two informal bids; they were all read aloud; after they had been read, Mr. John Craggs and James Myers came into the office, handed

me envelopes, marked on them, I think, "Bids for heifers and bulls;" I told them that they could not be received or considered in justice to other bidders, any such action on my part would nullify the whole proceeding, as there had plenty of time elapsed between the reading of the bids, which were in my hands at 1 o'clock, and the time of their presenting their bids, for them to have received fully information as to the character of the bids which had been received and submitted.

Q. Whose was the lowest bid of any kind received at that time that you could act upon?—A. Mr. Light's was the lowest bid. All of the bids were sent to Washington.

Q. How soon after was the contract prepared and signed between the Department and John W. Light?—A. I can't give the date; it is a matter of record when it was approved by the Department.

Q. Have you a copy of the contract that was signed up at the time?—A. I have not.

Q. What became of the copy of the contract that you had—the Light contract?—A. The last I saw of it Inspector Duncan, of the Interior Department, had it.

Q. Can you tell about when those cattle were to be delivered under that contract?—A. My recollection are that it was thirty days after notification of approval of the contract.

Q. When were the cattle actually received at Anadarko under the Light contract?—A. I think it was during the last of April or first part of May; I can't recall now the date.

Q. What arrangements did you make for the receiving of those cattle? Any inspectors appointed?—A. I wrote to the Commissioner for authority to employ a special inspector. My request was approved by the Commissioner, and I appointed Stilwell—Jack Stilwell they call him—United States commissioner at Anadarko.

Q. How came you to appoint Jack Stilwell United States commissioner to inspect those cattle?—A. I had known him a great many years; he had a good reputation as a cattleman, and did stand, and does now, very highly in the estimation of all of the Army people as being an honest, straightforward, and incorruptible person.

Q. Was anybody else required by the Department to inspect those cattle?—A. No, sir.

Q. Were you required to have an Army officer present to assist in the inspection?—A. No, sir.

Q. Were you required to have a report from the Indian chiefs of the different tribes of Indians?—A. No, sir. I will state here, though, that I have already reported to the Department that at the council where the \$50,000 was appropriated for the purchase of cattle that it was understood and so stated in the proceedings of the council that there should be five Indians selected to inspect these cattle. Outside of that there was nothing in the contract or in any of the papers demanding such a thing to be done. I reported to the Department, I think, in words something to this effect, that the only mistake I had made in the connection with the receipt of those cattle was I had forgotten to appoint those five men, and as soon as I had thought of it I had rectified it as far as possible. I explained to the Indians over about the pens at the time that I had made the mistake, and their reply was, those that did talk at all, was that it was all right.

Q. Who did you appoint among the Indians to look at the cattle?—A. Chaddle kaung ky, Big Tree, Apache John, and two Comanches, I don't remember their names. I think one of them was named Bones.

Q. Did you appoint Lone Wolf and Ko ma ta?—A. I don't remember that I did. Lone Wolf was there when I asked them to go to the pens and look at the cattle. Ko ma ta I don't remember of having anything to do with it.

Q. Did either of the Indians whom you appointed to look at the cattle report to you as to whether or not they were satisfied with the cattle?—A. They went in with Mr. Hardin, one of the farmers, all through the pens. When they came out, Mr. Hardin came to me and said the Indians were all satisfied. One or two of the Indians did come to me and express their satisfaction, but which ones I can't call to memory now.

Q. Did Mr. Hardin report to you that the Indians didn't like a small bunch of them, about seventy-five head, and wanted them issued to the Mexicans?—A. Nothing of the kind that I recall.

Q. Were you present at any time while the cattle were being received?—A. Yes, sir. I went to the pasture and saw all the cattle that were to be received. Then, generally speaking, I used to get up to the corral before the issue commenced, and examined the cattle, took the inspector with me, and pointed out certain classes of cattle that I wanted rejected on account of their size and general appearance; cattle that was deformed in any manner whatever I had rejected. Then I would

go to the chute when they were running them through, branding them, where I frequently rejected cattle.

Q. What kind of cattle were those that were accepted at that time?—A. I call them good cattle in every way; in other words, that they fully complied with the contract as far as I could determine.

Q. Did you request Lone Wolf and Ko ma ta to sign any certificate in your office at any time?—A. I never requested any of those Indians; I did Chaddle kaung ky and Big Tree. Chaddle kaung ky declined to sign the paper, but not on account of the character of the cattle, but for other reasons, which he gave.

Q. What reason did he give for not signing it?—A. The principal reason was he didn't like me and wouldn't sign any more papers for me.

Q. Did Big Tree sign?—A. Big Tree signed.

Q. Did Chaddle kaung ky find any fault with the cattle whatever?—A. None whatever; a couple months ago I heard of his finding fault about them.

Q. Did Lone Wolf have any talk with you in the office about the matter at that time?—A. Yes.

Q. Did he make any objection to the cattle at that time?—A. He did, those that he received himself. During the whole forenoon that they were issuing heifers out to Indians Lone Wolf was on the platform with me, and said to me two or three times, said "I wish you would let me have such and such a heifer," picking out big fine heifers; he was not the only one; a great many Indians did the same thing. He was told that he would have to take such as came to him; there would be no selection for anyone. The tickets for the Elk Creek Indians had been gathered in by the inspector so they could be issued in one bunch and driven to Elk Creek together. These tickets had the number of each family on them and the number in the family, number of persons. The chute was filled up with heifers; from fifteen to twenty were driven in at a time right out of the bunch. These tickets were in the hands of the inspector, and the first ticket he came to he called the name of the Indian, and the number of animals there was to be issued to that family; a number corresponding with the number on the ticket was branded on the animal issued to that family. It so happened that when they came to Lone Wolf's ticket three animals at the head of the chute were all yearlings, and his brand was put on them, simply because there was no partiality shown to anyone, and that is what he kicked about, and was all he talked about afterwards.

Q. Was there any collusion between you and John Light in reference to this contract for the delivery of those cattle?—A. Not the slightest whatever. Mr. Light, when he was hunting up his bulls, asked me if I would go into Texas with him to points where he had notified people he would be there at a certain time and examine the cattle that he wanted to buy and see if I would accept them before he would ship them up here and have the expense of shipping them for nothing. He paid my expenses. We went to one herd—I think 25 or 26 in the herd—and I rejected all of them. We went to one other place, and the man, I think, had something like 200 yearlings and 2-year-olds—very fine animals. I told him I would accept the 74 out of that band—yearlings and 2-year-olds—and I heard the man tell him he wouldn't take less than \$75 apiece for them. He didn't buy those cattle. Came up here and bought them some place; I don't know where. Some of them, I think, he bought on the reservation, of Burnette, or somebody. That is the only time I was with Mr. Light at all, under any circumstances, when he paid my expenses, or do anything else of that character. That was the only trip we went away together.

Q. When were the bulls received, and who received them?—A. They were received immediately after the heifers were turned in in the first part of May, at Anadarko, and by Judge Stilwell and myself.

Q. They were issued to the Indians at the same time that you detailed as to the issuing of heifers?—A. They were issued to what was known as the beef chiefs, but were not issued in a sense that they became his property, but they were to belong to the tribe—common property.

Q. Were the bulls that were received fully up to the requirements of the contract?—A. Fully so, in my opinion.

Q. Were you present at any time when an appropriation of \$25,000 was made by the Indians toward building a school at Mount Scott?—A. Yes, sir.

Q. You may go on and state when the council was held, and where, at which that appropriation was made?—A. The matter was talked over and decided at three different points on the reservation. It was first talked over at Anadarko, by a few Indians. Most of the Indians present were Kiowas and Apaches; then at Rainy Mountain, where there were Kiowas and Comanches present, all of the men living in that vicinity; then at Fort Sill subagency, where there were representatives of all the tribes present. I held the councils at the three different points for

a double purpose: one was to avoid the taking and calling Indians from their homes; the second was to give them a greater time to think over the matter, talk among themselves, and to determine positively what they wanted. There was not a particle of objection raised at any of these talks with the Indians in regard to appropriating this money for the school, and it was finally decided at Fort Sill that the money should be appropriated, and I never have heard any objections to it from any Indian since that time excepting Lone Wolf, Chaddle kaung ky, and Ko ma ta; but, on the other hand, it is very seldom that an Indian comes in my presence that he don't express anxiety in regard to the building, and it is their great desire to have it commenced and put up, so that their children can be sent to school, and not have to be sent away from home to school.

Q. When did Lone Wolf, Chaddle kaung ky, and Ko ma ta make objections to building that school?—A. Within the last two or three months.

Q. How long ago was it that this appropriation was made by the Indians?—A. It was made during the time of making the third payment back, I think January of 1896.

Q. What representations did you make to the Indians at these three councils that you speak of to induce them to appropriate this \$25,000?—A. Well, there are a great many children on the reservation who are not in schools, for the reason that there are not school accommodations for them. They were very adverse to sending their children away from home to what we call nonreservation schools. I told them that the only way I could see to prevent this would be for them to show their interest in the education of their children by providing accommodations for them themselves; that the Government had at a very great expense put up school buildings off the reservation, and so long as they had them and they were not filled up, it would not be the policy of the Government to build new houses for that purpose; I explained to them that white communities provided their own school accommodations, and at their own expense, and I could see no reason why the Indian shouldn't do the same thing. I pointed out to them the fact that everybody or any community that had good school buildings and their children were all in school, that they pointed to that as one of the reasons and one of the examples of civilization; that I was convinced that if they would put up \$25,000 that the Government would provide enough more money to put in a school plant on the reservation large enough to educate and accommodate all of their children at that time and for all time to come.

Q. Did you at any of these three councils represent to the Indians that if they would make this appropriation and build the school that it would prevent the country from being opened?—A. Never in the world. The question of opening the country is one that they invariably talked about on every occasion, and my answer was the same on every occasion, and that was that their friends would do everything they could to prevent the opening of the reservation until they were in better shape to meet the requirements of such an event, and that I had not been authorized by the Department to talk to them officially in regard to this matter, and would not do so until so ordered.

Q. Did you represent to them that if they would educate their children, that those children could use their education to prevent the opening of the reservation?—A. Never.

Q. You are charged with receiving from Indians large sums of money and holding it over, \$50 from each Indian. Will you please go on and explain that?—A. Something over a year and a half ago, when I made a summer payment—I think it was in June or July, 1895—the question of building houses for these Indians came into my mind, and being adverse to giving these Indians or any other class of people everything, but, on the other hand, to make them provide some part of the cost of anything that might be provided for them, it came in my mind that if they would pay the carpenter for building a house they could secure the lumber from the Department. I wrote to the Department in regard to the matter, detailing my plan, and the lumber was furnished sufficient to put up about forty houses; the matter was talked among the Indians; there was no general council, or anything of that kind; the work was done mostly through the farmers, and they were told if they would put up sufficient money to pay the carpenter, buy the brick for the flues, and furnished the lime, we would furnish them all the balance of the material to build them a house 14 by 28 feet. It was but a very short time before anywhere from 50 to 60 Indians deposited all the way from \$50 to \$150, and of course there wasn't lumber enough to build houses for all these people that season, and the same proposition held good this year, and I think, including those that did not have houses built last year, there are close to 90 Indians that have got money deposited to pay the carpenter. A contract has been made for the furnishing of lumber by the Department to build 100 houses, and the Indians voluntarily cutting off the overcoats from their annuity goods to help secure the money

to buy this lumber with; so virtually they are putting up most of the money that is required to build these houses.

Q. What has been the occasion of the delay this year in building Indian houses?—A. Well, nonreceipt of the lumber is all; we didn't commence last year until about this time, or later.

Q. Have you ever retained from any payment money from Indians, or has the money been paid to them directly?—A. I can't say that there has ever been money retained from payment. The only occasion when the money has not gone directly into the hands of the Indians has been in case of school children, where their children are away at school, where their parents have asked us to do this, or the children are old enough to receive the money themselves. In all such cases the money was sent to the superintendent of the school where they are attending. I can state one other case that happened this last payment where two Indians had been bound over to the United States court for killing cattle. I withheld their pay until after they had been before the court and been acquitted, and paid it over to them as soon as they returned. Every penny of money that the Indian earns in any shape or manner, excepting the cases mentioned, goes directly into the Indian's hands.

Q. By what process have you collected this money from Indians to build Indian houses with, in every instance?—A. In a very few instances they have brought it to me direct, but in the majority of the cases it comes through the farmer of the district in which they live.

Q. Have you ever used any personal influence with any individual Indian, or instructed the farmers to use any personal influence with individual Indians, to induce them to deposit this money?—A. Never in the world, any shape or manner.

Q. Have you ever told any individual Indians, or any Indians collectively, to deposit this money with you, and to let the traders wait for their money?—A. Never intimated such a thing, but I have had two traders on the reservation come to me and say that if the Indian wanted to deposit money to build a house, and they could know that he did do that, that they would wait, and could wait.

Q. Who were those traders?—A. Mr. Quintette and Mr. Paschall, Fort Sill.

Q. Did D. P. Brown, Indian trader at Anadarko, ever come to you this last summer, or at any other time subsequent to the summer payment, 1896—May payment—and tell you that certain Indians had told him that they couldn't pay him because they had deposited money with you to build a house, and that you had induced them to deposit that money, and had told them to let the traders wait?—A. I think he did, something of that kind. I remember he was there one day, and the conversation was of that character.

Q. Did you tell him in that conversation that you had told the Indians that the traders could wait and that you had induced them to pay that money in to build a house?—A. Nothing of the kind.

Q. Has the Kiowa School building that is situated at Anadarko been condemned at any time?—A. Yes, sir; it has, to my personal knowledge, been condemned by myself in my reports and communications to the Department, backed up by other people's opinion after investigation, in whose ability to inspect and decide on such matters I had confidence.

Q. Who inspected the building at the time you condemned it?—A. Mr. Ellis, a carpenter, inspected the building itself, and Dr. Hume, the agency physician, inspected and rendered a report as to the sanitary condition of the building. The building had also been inspected by Major Smith, a civil engineer and architect, and I am informed that it had been condemned by several inspectors during the last six or eight years; that, of course, is a matter of record in the Department.

Q. How long ago was it that you condemned the building?—A. When I first reported in regard to it, I think it was along in the spring of 1895, at the time Mr. Hart was superintendent; when he forwarded his estimate for repairs of the building, it was so large an estimate that it was the first ground upon which I took official action toward its condemnation.

Q. Who was Mr. Hart?—A. Superintendent of the Kiowa School at that time.

Q. When did you have Mr. Ellis, the carpenter and builder, inspect it?—A. I can't remember the date.

Q. How soon after the Hart report?—A. It was after that; quite a while ago; when I made a report, I think it was in the fall of 1895, about increasing the capacity of all the schools.

Q. Wasn't it a year ago last July that Mr. Ellis, or about that time, made the inspection?—A. It might have been; I don't remember the date. I know his report went forward with mine. It was before the taking up of the fall term of school, about the 1st of September.

Q. Did you ever make any inspection of that building?—A. I have. My first inspection of that building was the early spring of 1895.

Q. What was your judgment as to the safety of the building and the necessity of condemning it?—A. It was a very unsafe building, both on account of the construction; extremely unsafe on account of danger of fire and its general dilapidated condition.

Q. What was the capacity of that school as to number of scholars?—A. I think the official capacity was 100: have had as high as 125 and 130.

Q. How long had you known Mr. Ellis at the time you had him inspect this building?—A. Not very long. About my first acquaintance with him was when he built the Kiowa School barn. That was right after, if I remember right, after he completed the house for Mr. D. P. Brown, trader; soon after that.

Q. Do you know anything about the reputation of Mr. Ellis as a contractor and builder at the time you called upon him to inspect the building?—A. I had judged from his work that he had been doing; and a gentleman from Minco by the name of Hornbeck, and Mr. Brown, Colonel Fred, and others had spoken of him as being a good carpenter and an honest, reliable man.

Q. Had you inspected the building prior to the time that you had Ellis inspect it?—A. Oh, yes. I scarcely ever went up to the school that I didn't investigate different points. I would go up there at least once a month, sometimes twice.

Q. Will you detail the reasons that you have for condemning the building from your inspection?—A. My first reason was, as stated before, on account of Mr. Hart's estimate for repairs, and then the repeated reports that came to me from the employees at the school of its dangerous condition. That during heavy storms they most generally got the children up and employees, so that in case anything happened they could take them to the outside buildings. They were constantly in fear of fire, and I found that during my investigation at different times that their fears were not unfounded; that is, there was cause for it. I have been in the building myself during heavy windstorms, when I felt very much relieved to get out. The basement of the building, which constitutes the first story, had commenced rotting out at the base, although it was built of stone, and you could go to almost any part of the wall and very easily pick out the rocks and loosen up the wall, and the wall had every appearance from the outside as being dangerous, and it was proven to be a fact since they have commenced tearing it down. The plate on the wall, first plate, on top of the foundation of the building, is cottonwood, 2 by 10 inches; on this the joists are toenailed, and they are cottonwood, and I have seen myself that the studding where they are not long enough have been nailed together, lapping. The chimneys have been built of the soft rock that is found there, and with mortar that was very bad, and the plates that run through overhead, through the center of the room, instead of being cut off at the chimney, run clear through the chimney, without any protection whatever from them catching fire. The framework of the structure is entirely of cottonwood, which is warped and twisted all out of shape. I don't believe the building could ever have been repaired so as to make it safe as a school building, or for permanent occupancy by any people. I received authority to take the stone basement out, lower the building to the ground, with a view of using it as a storehouse. I have stated repeatedly that I would not be responsible for any results that might come from using the building for which it was erected any longer.

Q. From whom did you receive this authority that you speak of, and to whom did you make these statements?—A. The Commissioner of Indian Affairs.

Q. Have these appropriations, \$50,000 to buy cattle and \$25,000 for the Mount Scott School, been the subject of correspondence between you and the Interior Department at Washington?—A. Yes, sir; from the conception of the ideas until completion up to date.

Q. Has there been any correspondence in reference to the building of Indian houses, and the mode that you have adopted in the assistance of building the Indian houses?—A. Yes, sir; not only correspondence, but the carrying out on the part of the Government in furnishing the lumber.

Q. Has your action in regard to the buying of cattle, Mount Scott School, building of Indian houses, and the Kiowa School, been approved by the Department?—A. It has as far as it has gone. The purchasing of the heifers and the delivery of the same has been completed; the Mount Scott School has gone so far that they have authorized me to do certain things, such as having the ground surveyed, the contour of the exact location of the building, running of lines for sewer pipes and water system, locating of the farm, the purchase of a farm which has been improved by an Indian, which is necessary to be used as a school farm; the sinking of several prospects for wells by boring, the building of the physician's house at that point, which has already been completed, and sending me plans of the buildings supposed to be put up there, requesting that I make any suggestions that I see fit, and a good many other things that are necessary preliminary steps

to be taken in the contemplation of such a plant. In connection with my action with the Kiowa School building, they have authorized the expenditure of money for the removal of two buildings from there, the barn and the old laundry building, moving them down into the town, lowering the present building, the framework of it, to the ground, when it is to be used as a storehouse.

Q. What opposition have you had in carrying out these matters that you have been testifying about?—A. Well, I have had opposition in the purchase of heifers through a Mr. Shelley, in Washington. He filed a letter in the office, so I was told in the Commissioner's office—and I think I saw the letter, I am not certain—to the effect that it has been tried once, issuing heifers to these Indians, and had proved a failure, and this would prove the same; the Indians didn't know enough to take care of the cattle or anything else, and it involved itself into a formal protest against the expenditure of the money for this purpose. The parties who originated that I am not able to name, because only Mr. Shelley signed it.

Q. Who was he representing at the time, if you know?—A. I do not know, officially, at that time. So far as the Mount Scott School, and my actions in connection with the building of houses for Indians, and concerning the Kiowa school, and I can say in regard to the purchase of heifers, I can simply refer you to the evidence of all persons who have appeared in this case and testified against me as indicating who have been opposed to me in all these matters.

Q. Do you know now, or have you known at any time, of Mr. Shelley representing any parties living on the reservation?—A. Mr. Shelley at one time represented Woodard, Dietrich, and Conover, and, I think, Jones.

Q. Do you refer to the Woodard, Dietrich, and Jones that have testified in this investigation?—A. Yes, sir; squaw men.

Q. Do you know of his ever representing any of the traders?—A. I have been told that he represented three of them; it might have been he himself that told me, but I don't call to mind who told me.

Q. About what is the aggregate amount of money which the Indians have deposited with you for building houses?—A. Between \$6,000 and \$6,500; I have a carefully kept account of the whole matter, with each Indian individually.

Q. Were the Indians much in debt to the Indian traders at the time you took charge of the agency?—A. They were very heavily in debt. There was so much talk about their indebtedness that I asked the traders to give me an account of the indebtedness of Indians; all of them submitted those accounts excepting three. Averaging it up from those that did submit, I would estimate the indebtedness was over \$50,000.

Q. Do you know to what extent that indebtedness has been paid off since you took charge of the agency?—A. I do not. I haven't received any statements from them of late showing what amounts they have paid off.

Q. Do you know how much from the books of the office had been paid out to the Indians in cash for the year previous to you taking charge of that agency, or for the preceding several years?—A. In February, 1892, to June, 1893, under Agent Day's administration, there was \$40,537.10 paid them. From September, 1893, to December, 1893, \$47,196.37, Captain Brown's administration. From January, 1894, to December, 1894, there was \$45,316.34, under Lieutenant Nichols's administration.

Q. The figures that you have given, do they show the money that was paid out directly to the Indians from all sources?—A. Yes, sir; according to the cashbook.

Q. How much has been paid out under your administration direct to the Indians from all sources?—A. In December, 1894, to December, 1896, I paid out \$254,036.21 that has gone directly into the hands of the Indians themselves.

Q. There has been some testimony in this case in regard to a credit and collection system proposed by you between traders and Indians. Please state what that was, and how you came to propose it?—A. This heavy indebtedness of the Indians very naturally led me to consider how it was that such an indebtedness from the class of people who had a very limited resource at the best, and that very liable to be cut off at any time at best, could find a business man who would trust them to such an extent, I thought it a duty of mine to try and stop it as far as possible and to keep them within a reasonable limit in comparison with their possible revenue. The matter was considered very carefully with me, and I talked to all the traders about it, and the majority were in favor of some kind of a system being gotten up. After a good deal of talk and lots of time being taken, the question had arrived at the point it seemed to be about ready to put into effect; but I found that I couldn't do the work that would be necessary to carry out this plan with the clerical force I had in the office, and that it would be necessary for them to furnish that labor; this they failed to do; and for that reason, so far as I was concerned, it was not carried to a point of completion. Of course any scheme of that kind, after having been thoroughly formulated at the agency, would have

had to gone to Washington and been approved there, as it contemplated the stopping from the Indians such an amount as they had been credited with on an approved credit card from the agent. The suggestion of such a plan as that, and the progress from time to time made in that direction had been reported to the Commissioner, and while nothing was approved of by him, at the same time he favored the effort that was being made. Reference is had to letter M, 50220-95 under date of January 3, 1895, from the Commissioner of Indian Affairs.

Q. Why did you propose this credit system that you have spoken of?—A. It was to regulate their indebtedness so that they would not go in debt beyond their ability to pay.

Q. When was it first suggested?—A. Well, to my best recollection, along in the summer time of 1895.

Q. You don't know of your own knowledge, then, whether the traders have been overtrading the Indians since this discussion of this plan?—A. I don't think as a general rule they have, because two or three of the traders have told me how much they are owing them, and it was much less than it has ever been before.

Q. Have you been telling the Indians not to pay the traders what they owed them?—A. Never; not by implication or any other way. I have always, wherever the question has come up, advised them to pay their debts.

Q. Have you made war upon any particular trader on the reservation?—A. I don't think so, unjustly; I have done what I thought my official duty was, and nothing else.

Q. Have you made war upon any particular traders from any personal feeling?—A. Never in the world; nor no other man.

Q. Who have you had trouble with among the traders on the reservation?—A. Well, I have had trouble with Mr. Strauss and D. P. Brown.

Q. What was the cause of your trouble with Mr. Brown?—A. The first start of it was forwarding his application for renewal of his license without my approval for official reasons, which I stated in my letter transmitting the application.

Q. Have you that letter?—A. I have not; it is a matter of official record.

Q. Do you know the number of the letter in the Department?—A. No, I do not; it was forwarded to the Department; there is a copy of it in my office at the agency. The first letter, dated August 20, 1896, a part of Exhibit E in this record, is a copy of my letter.

Q. Will you examine that letter and state whether or not the reasons you gave in that letter for not approving his application are true; and if so, how you knew they were true?—A. Well, I know they were true from statements made by Frank Bosin, the Indian, and the fact that the proceedings of the court were a matter of records in the court at El Reno, garnishee proceedings.

Q. Have you ever advised the Indians not to buy from the traders?—A. Never; I have advised them where they had money to buy them where they could get them the cheapest.

Q. Have you given them permission to go off of the reservation to buy goods?—A. Yes, sir; the only restriction put on them was that they must not stay away longer than was necessary.

Q. Have you restricted that permission to any particular points of trade?—A. No; they could go wherever they liked.

Q. Have you ever advised them to go to Chickasha in preference to Minco or El Reno, or any other town?—A. No, sir; I have never mentioned any town in particular. The Comanche Indians down in the south part of the reservation go to Texas and Marlow and towns along the reservation; up here they come to Chickasha, Minco, Rush Springs, and out west they go to those little towns adjoining the reservation there in Greer County.

Q. Do you know whether much of the Indian trade goes to these various towns that you have mentioned?—A. I have not the slightest idea of what proportion of it goes there.

Q. Has there been any effort on the part of traders or other people to prevent the Indians from going to these other towns and not buying from the traders?—A. Well, there was one Indian come down here to trade, and they took his wagon, team, and harness from him on a debt, which was a great scare to him and others. Two or three of the traders, I can't call their names now, wanted to know if I was giving them permission to come here to trade, or off the reservation. One of them called my attention to a paragraph in the regulations which required Indians to get passes when they wanted to leave, but I told him that I had given them general permission to go off for the purpose of trading, with the restriction which I have already stated.

Q. Who brought the suit under which the Indian's team was attached?—A. Mr. Brown, D. P. Brown, Indian trader at Anadarko.

Q. Have you had any recent evidence of any efforts being made to prevent the Indians from going off the reservation to trade?—A. No, sir.

Q. Did you ever stop Indians from selling their cattle to traders?—A. I stopped them from selling to anybody, that is, a certain class of stock.

Q. When did you make that order?—A. Some time early in 1895; I can't give the exact date.

Q. Was that a general order issued?—A. Yes, sir.

Q. Were the traders notified?—A. Everybody was notified—that is, far as practicable. Notices were put up on public places, and a great many people circulars were mailed to them.

Q. Why did you issue such an order?—A. Young cattle were being purchased from Indians that they ought to have kept, and they were purchased at a price that was too low; and it was very desirous, as we were trying to bring them up in that line, stock raising, that they keep their cattle until they became of a merchantable age.

Q. What classes of cattle did you permit them to sell under that order?—A. Barren cows and steers 3 years old and up.

Q. How long had the practice of selling cattle indiscriminately, regardless of class and age, existed, as far as you know, before you stopped it?—A. From December, 1894, up to the time I stopped it.

Q. Did you require people to obtain a permit from you to purchase any class of cattle?—A. An Indian having cattle to sell, he was required to bring them into a subagency or to the agency, have them inspected and weighed, if it was practicable to weigh them, and the price determined for which he could sell them, by either the farmer or the man in charge of the subagency. When that price was established, he received a note or else the party came in person that wanted to purchase them, when he was informed that he could have the cattle for that amount.

Q. Were any men given a special permit to go on the range and purchase cattle anywhere?—A. If they went on the range, any bargain they might make had to be confirmed at the agency.

Q. Were all cattle purchased subsequent to the issuance of that order inspected by employees of the agency according to your orders, as far as you know?—A. So far as I know, they were.

Q. Did you refuse any white man on the reservation that desired to purchase cattle of the classes named—3-year-old steers and up and barren cows—that permission?—A. I don't recall a single instance where the authority was withheld when asked for.

Q. Did W. F. Dietrich ask for permission to buy cattle in accordance with that order?—A. He asked permission to buy young cattle only.

Q. And that permission was refused?—A. Yes, sir; he claimed to be an Indian, and that he had a right to go and buy wherever he wanted to.

Q. If he had asked permission to buy the cattle such as named in that order—3-year-olds and up and barren cows—would it have been refused?—A. No, sir; it would not.

Q. Did Mr. D. P. Brown apply to you for permission to buy cattle after that order was issued?—A. I don't recall that he did. A great many people did apply, and I don't remember particularly who did.

Q. Were any special privileges accorded to Mr. Quinette and Mr. Paschall, Indian traders at Fort Sill?—A. Not in any particular whatever.

Q. Did Mr. Craggs, Indian trader at Anadarko, have a cattle contract with the Government to deliver she cattle to the Indians at any time subsequent to the Light contract?—A. He did; yes, sir.

Q. Did he have any trouble in filling that contract?—A. He filled it, putting in 307 head of heifers. He was very slow in filling the contract, the last three or four days bringing in small bunches, half a dozen or a dozen at a time.

Q. Did he give any excuse for that delay?—A. He had been disappointed with Mr. Bourland, of whom he purchased the bulk of his cattle.

Q. Did you advise him to go to Light and Sparks to buy the cattle?—A. Never gave him any advice at all in regard to it.

Q. Did you suggest to Mr. Craggs that Light and Sparks had cattle that would fill the contract?—A. I remember telling him one day that if he put in as good cattle as Light and Sparks had put in they would suit me very well.

Q. What were the number of cattle that Craggs was to put in under his contract?—A. Three hundred.

Q. Did you buy any other cattle at that time; if so, from whom?—A. I bought about 200 head from Indians, different Indians, and from squaw men; Woodard and Dietrich put some in.

Q. Did you buy any cattle from an Indian by the name of Wanna and one by the name of To wac o nie Jim?—A. Yes, sir.

Q. Please go on and state the circumstances of the purchase from those two Indians; what was said and done about it.—A. Well, I needed about 100 head of heifers, and Mr. Craggs had said he would not be able to get them inside of three weeks. I think To wac o nie Jim was the first Indian that I saw, and turned to and spoke to him; says I, "Jim, I want you to furnish me with 50 heifers." He says, "I haven't got any heifers." I said to him, "Can't you go out and buy them the same as a white man would do, if I should ask him to furnish me 50 heifers?" He said, "I haven't got any money." I said, "That won't make any difference; you can go and buy them the same as most any white man would do; get them and promise to pay for them as soon as you get your pay." "Well," said Jim, "I will try it." Then I told him that he must not pay over a certain amount for each heifer that he got. I gave him a note addressed "To whom it may concern." I was out at the cattle pen and wrote it on the leaf of a memorandum book. I stated in substance as follows in that letter: "This Indian wants to buy 50 head of heifers; anyone who sells them to him I will be responsible that they get their pay." I named verbally three different parties that had heifers; I didn't know positively whether any one of them would sell them, but I named Boulen, Sparks, and Light. The next afternoon Jim came back with the heifers. He told me what he had promised to pay for them, and two checks were drawn payable to bearer—one of them for the amount that he paid for the heifers, the other one for the amount covering the difference for which he paid and the price he got for them. The next evening, Mr. Craggs having failed to bring in any more heifers, I gave a Comanche Indian by the name of Wanna the same privilege, and the same transaction was gone through with when he brought in enough heifers to complete the distribution to the other Indians.

Q. Were those cattle brought in by the two Indians inspected just as other cattle were that were sold to the Government?—A. They were inspected by me. There was an officer present and saw the cattle as they went in, but he didn't officially inspect them.

Q. Did they bring any note from the men from whom they bought the cattle, stating the price?—A. I don't remember whether they did, either one of them. I think, though, that he did bring a note from Mr. Light in one instance asking me to place the amount to his credit, as he was owing for grass money.

Q. Were these good cattle that were furnished by these Indians?—A. They were the best cattle put in in the last lot of 500 received.

Q. What did you say, if anything, to Wanna and To wac o nie Jim about giving them a wagon if they would go and buy these cattle?—A. Wanna had been asking me for a wagon; the matter had been referred to Captain Farwell, in whose district he lives, and the Captain had reported to me that Wanna was a good working Indian and that he ought to have a wagon issued to him if possible, and I had promised the Indian that I would do so if I could. It was on Captain Farwell's recommendation that Wanna was sent down to purchase the last lot of cattle, and the wagon question was talked of at the time that I gave him his note authorizing him to come and get the cattle; I told him that this would enable him to get enough money to buy himself a wagon, and it was for that purpose as much as any other that he had been picked out to get the cattle. I don't know whether he did buy a wagon or not. Captain Farwell was present and heard it all. Nothing said to To wac o nie Jim, excepting he was in debt there, and that it would help him pay his debts a little.

Q. Have you ever treated Dietrich and Jones, two men that have testified in this investigation—squaw men—any different than you have other squaw men on the reservation?—A. Jones has given me cause to treat him differently, but where they have minded their own business, attended to their own affairs, they have received the same treatment exactly.

Q. Why have you treated Jones in a different way?—A. Well, in the first place, Jones leased a part of a pasture, agreeing to pay \$150 for it, but he only paid \$75, and has never paid the balance, and his wife reported him on several occasions as having gone away and invariably getting full, spending all his money, and failing to support his family; on two occasions asked me if I couldn't do something to make him do better. I knew of no other recourse except to treat him the same as I would an Indian, put him before an Indian court and have him tried, and he was put there and tried.

Q. Have you had any trouble with W. F. Dietrich other than what you have heretofore mentioned about the pasture?—A. No.

Q. Did you ever have an interview with W. F. Dietrich about a mowing machine in which you cursed and abused him?—A. I never did. In connection with the mowing machine, he came to me and wanted to borrow a machine. It was a well-known fact that we did not have enough machines to distribute and

give each Indian community a machine. I told him this, and told him that all property of that kind was intended for the use of the Indians who were unable to get them for themselves, but that as soon as a machine was idle he might use it for a few days.

Q. Do you remember an interview with W. F. Dietrich's wife about seed oats, when she applied for seed oats, as to what occurred then and what was said?—A. I don't remember of Mrs. Dietrich ever coming in the office excepting with her husband; I haven't the slightest doubt but they asked for oats. With the exceptions of Clark and Cox and Woodard, there never has been an article received, even in any small quantities, that the squaw men haven't been the first to apply for it, and they have been invariably refused, with the same talk that I had given Dietrich about the mowing machine. I recall having given Dietrich 8 bushels of oats, oats just been shipped in from the North, and I wanted to have them tested by a man that knew all about farming. As to using abusive language to him, I never did such a thing in my life.

Q. W. F. Dietrich testified that when he applied to you for a mowing machine you flew into a rage and abused him. Is that a fact, or not?—A. No, sir; it is not.

Q. Do you remember of a peddler applying for a permit to sell on the reservation at any time?—A. There has been hundreds of them.

Q. Do you remember one in the presence of Mr. Dietrich applying for permission to sell butter and eggs on the reservation?—A. No; I don't recall any occasion of that kind at all.

Q. Do you know an Indian by the name of Hendricks?—A. Yes; Phillip Hendricks.

Q. Do you remember an instance of Phillip Hendricks coming to you with a note from Mr. Cleveland, of the firm of C. A. Cleveland & Co., wanting to know if they loaned him some money to buy some cattle with, if you would see that it was paid when he delivered the cattle?—A. Yes; I remember it.

Q. What was the substance of that note?—A. Just as you have stated it.

Q. What was your reply?—A. Hendricks brought me the note. I read it over, told Hendricks that when he brought the cattle he must understand that if Mr. Cleveland gave him the money and I O. K'd this note, that I would stop that much out of the pay for the cattle. Hendricks had told me before of the necessity for him to have this money, and for that reason I simply wrote "O. K., F. D. B." There was no obligation on my part to see that the cattle were delivered at all, and the only thing that I ever obligated myself to was that when he did deliver them I would receive them and retain the amount of money mentioned in that note—\$20 or \$30, I don't know which.

Q. Was there anything contained in the note that they sent you that made a guaranty of that note for the delivery of those cattle to you?—A. Not a word.

Q. There is some evidence in the record about wood purchased from Indians for the school near the subagency at Fort Sill, and that you directed that Indians holding these wood claims be sent to certain traders—Quinette and Paschall—to get them cashed. Why were Quinette and Paschall designated as the parties where they could get them cashed?—A. I had seen Quinette and Paschall and they said they would pay cash on all duebills that were issued by the subagent; the duebills wasn't addressed to anybody, and so far as I know no Indian was told anything beyond the fact that either Mr. Paschall or Quinette would pay cash on these duebills.

Q. Why were they directed that Paschall would pay cash, and Mr. Quinette; why wasn't Mr. Strauss included also?—A. Because I hadn't seen him; I didn't go to see him at all.

Q. Why didn't you go to see Mr. Strauss also?—A. Our relationship were not such as warranted my having anything to do with him.

Q. Had you had any trouble with Mr. Strauss up to that time about anything?—A. Yes; they didn't commence cashing the wood orders until last July, or any other orders.

Q. When did you first have trouble with Mr. Strauss, the trader?—A. The latter part of December, 1895.

Q. Where did that trouble occur?—A. Subagency at Fort Sill.

Q. What brought it about?—A. Various things that occurred at his store, and talk that he had been making.

Q. Well, if you know any of the things of your own knowledge, or that was reported to you by employees— A. The first there was a report made to me by the subagent of the killing of an Indian by another Indian in one of his outhouses during a gambling game that was in progress at the time among a lot of Indians; the next was a report from the same source to the effect that one of his clerks, Charley Dietrich, I think was his name, had for some time been in the habit of

getting one of the schoolgirls from the Fort Sill School in the store and using her for improper purposes; the next was a report from the same source that he was having letters written in his store addressed to the Commissioner, and then getting Indians to sign them; those are the principal causes.

Q. Was there any other causes, as to interfering with the orders, policy that you was trying to carry out among the Indians, cattle, hides, or anything of that kind?—A. Yes; there was a report of his having endeavored to get at least one of the traders to refuse to pay the price established for hides during a certain month.

Q. Well, did you have an interview with Mr. Strauss; if so, when and where?—A. Yes, sir; I had two interviews with him. The first one was in regard to the killing of this Indian, and his writing letters or their being written in his store by his employees and getting the signatures of Indians to them.

Q. Where did that occur?—A. At the subagency, at my tent. As near as I can recall, it was the 28th of December, 1895. The next day I heard of this seduction business of the girl, and I sent for him and had another talk with him the night of the 29th, Sunday night. All that was said that night was taken down by a stenographer, and the following morning was copied, typewritten.

Q. Who were present at that second interview, on Sunday night?—A. Lieutenant Saville, Dr. Wallin, Mr. Strauss, and Dietrich, his clerk, and Mr. Greene, the stenographer.

Q. Any Indians present? Was the chief of police present?—A. I don't recall that there was any policemen present. The money wagon stood just outside of my door, over which there was an Indian and white sentinel on guard.

Q. It occurred in your tent, did it—the interview?—A. Yes, sir.

Q. What time of night did it occur?—A. I should say about 8 o'clock, after dinner.

Q. Were you drunk on that occasion?—A. No, sir; I was not.

Q. Who was Mr. Greene?—A. He was the official stenographer of the agency.

Q. At the beginning of that interview, did you direct the stenographer to take down the conversation?—A. Yes, sir.

Q. Please examine Exhibit Q, and state whether or not that is a correct transcript of the conversation that occurred there that night.—A. That was a copy of it that was made the next day, and contains, I believe, the exact language that was used that night.

Q. Did you order Mr. Strauss to close his store?—A. I did. The order was modified so that he could keep the store open and make collections during the payment.

Q. How long did the store remain close to trade?—A. About two days, if I remember right.

Q. How came it to be opened?—A. I was directed to allow Mr. Strauss to continue his trading until such time as I should submit a written report for the cause of my actions.

Q. Did you ever have any brick contract with Mr. Strauss?—A. I never had any brick contract; I bought some brick of him.

Q. Referring back to the closing of Strauss's store, did you make a report to the Department of the causes of your closing the store?—A. Yes, sir; I did.

Q. What action, if any, followed that report?—A. That they would withhold a decision on the question of relicensing him, but that I would allow him to continue trading without a license until further instructions was given me by that office.

Q. You say you bought some brick of Mr. Strauss at one time. How long ago was that?—A. In the summer of 1895.

Q. Did you take all that you agreed to take?—A. The estimate made for brick was about 8,000; I agreed to take 8,000, more or less, as might be required to complete the blacksmith shop.

Q. How many did you take?—A. I couldn't say; I don't know now; it is a matter of record. We took pretty near everything we agreed to; it was with the understanding if we didn't need 8,000 we would take what we wanted.

Q. Did you and Mr. Strauss ever have any controversy about the number of brick you was to take, subsequently?—A. The question never has been mentioned to me; within the past few days was the first I have heard that there was any complaint to make in regard to the matter.

Q. In regard to the building of the blacksmith shop you have mentioned at Fort Sill, there has been some testimony that you made a written contract before commencing the erection of the building, and instead of paying contract price as mentioned in that contract, you paid a per diem rate. Will you explain how that occurred, if it did occur?—A. In making out my estimate for material and labor for building the shop, I estimated for so many days' labor at so much a day of

masons; when the estimate came back approved I couldn't get anyone to do the work for the per diem that I had asked, and I had a great deal of difficulty in getting anyone to do it for the total amount; I went up to the post, saw the quartermaster, and asked him if there weren't a couple of soldiers that could get a furlough and would come down and put up that shop, the walls, for this amount of money. I succeeded in getting two men, and they came down, and there was a letter written where they agreed to put up the walls and do all the work for so much money. The estimate was made for per diem work; it was approved for per diem work, and the labor was taken up as per diem work, covering the construction of the walls of that building. The agreement was to insure that they would do a certain amount of work for a certain amount of money; that was all the contract there was about it.

Q. Did you ever purchase any lantern globes from Mr. Strauss?—A. I got a bill from him for three or four lantern globes which he claimed he sold to a man that drives my wagon. I never authorized the man to buy them, as we had plenty of globes in the storehouse. The reason I didn't pay the bill was carelessness, I suppose; I never refused to pay for them; they amounted to less than a dollar, the whole business.

Q. Do you know a man by the name of Cae ke pop, or Sullivan?—A. Yes, sir.

Q. Is he an employee of the agency?—A. He is employed, and carried on the Indian roll.

Q. What position does he occupy?—A. He occupies the position of farmer; I don't know whether it is assistant farmer or not; salary is \$30 a month.

Q. Explain fully how he came to be employed, and all about it.—A. Before he was put on the regular roll he was employed as a herder during the receiving and issuing of the first lot of heifers; after that he was put on the roll as a farmer, with the distinct understanding on my part, and general understanding as far as I took pains to find out, with the rights and privileges of an Indian, and as he stated he was part Indian.

Q. When did you first meet him?—A. The first time I ever saw him was at the cattle pens, in May last.

Q. That was before he was put on the rolls as assistant farmer?—A. Yes.

Q. Do you remember anything about an Indian by the name of Pad e ay ka having any trouble with Mr. Strauss about some money which he claims he deposited with him?—A. Yes.

Q. State what you know about the matter.—A. I think during the payment made in the summer of 1896—this last summer payment—he came to me with Quannah Parker, and said that he had money with Mr. Strauss, and had been trying to get it, and Mr. Strauss was putting him off with one excuse and another, the principal one being that he had deposited the money in a bank at El Reno, and the bank had failed, and that he couldn't pay him. I told Mr. Burton at that time to go to Mr. Strauss with Pad e ay ka and find out the facts in the case, and to get the money; some few days after the next issue, a month later than this first conversation, Pad e ay ka came to me again at Anadarko, telling me that Mr. Strauss had failed to pay the money; I then wrote a note to Mr. Burton, and told him to notify Mr. Strauss that he must pay that money without any further delay. To the best of my recollection Pad e ay ka reported the third time that he hadn't got his money, when I wrote another note, addressing it to Mr. Strauss in person, demanding the immediate payment of this amount of money, which he did.

Q. When you speak of Mr. Burton, you mean the subagent at Fort Sill?—A. Yes, sir; at Fort Sill.

Q. Have you ever allowed Mr. Quinette's cattle to graze upon the Indian reservation?—A. Never grazed there with my permission or knowledge. Mr. Quinette has been warned that if his cattle were permitted to graze upon the Indian reservation they would be treated as trespassing cattle.

Q. How long ago since he was so warned?—A. Eighteen months ago, possibly longer.

Q. Was it by reason of any complaints that came to your ear of his cattle trespassing on the reservation?—A. If I remember right, it was from Indians.

Q. Do you know anything about a party by the name of Byers having cattle on the reservation?—A. When I first came here, he had some cattle on the reservation.

Q. Well, how long, and what were the facts about it?—A. Well, the first I knew about it his men were rounding up some cattle down near Fort Sill, and I learned of this, I think, in January, 1895, and that he was intending to drive them off the reservation, evidently to avoid paying moneys due for grass from the 1st of April, 1894, up to the 31st of March, 1895, and I sent down immediately and caused in the neighborhood of 80 cattle with the Byers brand on to be driven into what is known as the Government pasture on Cache Creek. I reported my action to the

Department, and was directed to retain the cattle until the moneys due for grass was fully paid. This was done subsequently by their sending their check for \$3,400 in full amount to the Secretary of the Interior; the check was made payable to the order of the Secretary. On receipt of this check in Washington, I was notified by the Department of the fact, and that the amount had been placed to the credit of the Treasurer on account of proceeds of labor on Apache, Kiowa, and Comanche Reservation, and was instructed to release the cattle. At the same time they returned to me a check of \$150, which had been forwarded by Byers & Bro. as a guaranty that they would enter into contract for a pasture that they had been occupying. I was directed to return that check to Byers & Bro., which was indorsed by the Commissioner to their order.

Q. How was it possible, under the lease system, for them to become indebted to that extent, unpaid rent?—A. At that time the payment for leases had been made at the end of every six months instead of advance, and I suppose it was failure on the part of those who should have attended to it to collect the money on the 1st of October, 1894.

Q. Has there been any change made since then as to times of payments on leases, and why were they made?—A. There has been a change made; men leasing land have to pay every six months in advance; the change was made to prevent any trouble of the kind occurring, as in the Byers case.

Q. Do you know a lady by the name of Edna Harvick, who was employed as stenographer in your office?—A. Yes; she was employed there for about two months.

Q. Did she appear upon the rolls as an employee of the agency?—A. No, sir.

Q. Please explain how it occurred that she was employed and not regularly enrolled.—A. I nominated a regular stenographer, whose name was Greene, at the beginning of the present fiscal year; Mr. Greene wrote me—Mr. Greene went away on a leave and wrote me, after he had been gone a few days, asking if I couldn't employ some one to take his place until he could come back, which he intended to do. I stated in a letter to the Commissioner these facts, and asked that I might be authorized to hire a substitute in place of Mr. Greene during his absence, this arrangement not to continue later than the 30th of September, at which date, should Mr. Greene not return, I would request that he be relieved and that a stenographer be sent me. In reply to that letter, dated August 19, 1896, A 31162-96, they state that my arrangement is hereby approved; that it is not to continue longer than the end of the present quarter.

Q. As an evidence as your unreliability as a business man, Mr. Daniel testified in substance that you would give orders to employees, such as ordering that no one should open goods in the warehouses without a special order from you, and that you would then violate the order yourself, and permit others to do it, and would give contrary order to subemployees that were working under the employees to whom the orders were issued. Please state what the facts are in regard to the orders of that kind.—A. I think that such an implication as that would be to doubt my right to give any orders as that, or to change them; as long as I am responsible for anything, I don't care what it is, I claim and assume the right to give such orders and instructions as I may see fit, whether it contradicts a previous order or changes it, in any manner whatever, or to whom I may see fit to do it. It was the practice when I first came there, and was carried out to such an extent, that boxes containing property invoiced to schools would be opened in the warehouse before sending them out. I had received frequent complaints from the schools that they never could get what they had estimated for. On investigating the matter I came to the conclusion that that was the cause of it, and I gave the order that no box could be opened excepting for immediate use; that is, the contents, unless I gave the order to have it done. As to the other allegation that I changed the order, that was a matter of my own affair; if I did change it, and I don't remember of my having done it, I had good and sufficient reason, and had a right to without anyone questioning it.

Q. Were any such goods afterwards opened without your special order that you know of?—A. On two or three occasions I remember especially. I never gave special orders that no package should be opened without my special authority, but where packages contained articles and goods necessary for use or issue, the storekeeper opened them. The order was given to prevent having all the original packages in the storeroom opened when there was no necessity for it.

Q. Mr. Daniel further testifies that there are a great many keys to the warehouses, and that a great many people have access to them other than he and his immediate assistants; is that true or not?—A. It is not true to my knowledge, or with my knowledge and consent. If that condition of affairs existed at that time, it was his business and one of his first duties to have reported the fact to me. So

far as I know there is but one key to the commissary warehouse, where the commissary goods are kept. Whenever I go there, I go to him for the key or send for it. At the office building the interpreter has a key that I know of, Captain Johnson has a key that I know of, Mr. Daniels has a key that I know of that will unlock the upper door going into the loft of the storeroom. The key to the lower door—there are only two keys that unlock it—that is the one that is kept in Mr. Norton's room and the one that I have.

Q. Are these that you have mentioned all employees of the agency?—A. Yes, sir. Then, I have a key that unlocks every door in the building myself. It is a skeleton key, made on purpose, so that I could enter any place whether the occupant was present or not. I will add, further, that the interpreter has a key to admit the janitors in the office to sweep out after office hours and to build fires in the morning and so on. The janitors are all Indians.

Q. Do you know a man by the name of Kelley that was on the reservation for some time?—A. Yes, sir; he was there in 1895. I found him there an employee when I took charge of the agency.

Q. What was he doing on the reservation when you took charge of it?—A. Well, I have forgotten how he was turned over to me exactly, but he was in a subordinate position there, wood chopper of some kind or something.

Q. He was an employee of the agency?—A. Yes, sir.

Q. It has been shown in this case that during the last quarter in the fiscal year 1895 and the first quarter of the fiscal year 1896 that certain subsistence was sold from the commissary to this man Kelley. Please go on and explain all about that matter, how it come to be done, and whether he was an employee at the time.—A. Early in 1895 my attention was brought to the fact that there was no agency farm. This was by an inspector by the name of Faison. I wrote the Department in regard to the matter, not knowing exactly whether they intended to hire a farmer for that purpose or not. On the 22d of March, 1895, I received the following letter, dated March 19, Land 11, 163-1895, from the Commissioner's Office. They state that my recommendation to rent a certain tract of land to a good farmer had been approved for the reasons given by me; they state that "any arrangement you enter into need not be formal, but simply left as your judgment would dictate, and need not be submitted to this office for approval." Under that authority I endeavored to secure a good man, and owing to the lateness of the season failed to find one that entirely suited me; but rather than fail in an effort, I took Kelley as the farmer, discharging him from the force of employees. Kelley was a very poor man, and when I spoke to him about taking the farm, one of the first things he asked was what he would do and how he would get enough to live on during the summer. As a last resort I told him that I would see that he was supplied with the ordinary rations, and that he could pay me for the same on gathering his crop. I think I gave a written order to Mr. Norton, who was in charge of the commissary at the time, telling him to issue to this man Kelley such articles as might be necessary, and to charge the same to my account, as he would do with me—the same prices. This was done, and up to a few days ago, when I heard about this matter, I called Mr. Norton in my office and found for the first time that this had not been done in the quarters in which the stuff had been given him, but that it had been taken up in the second quarter of 1896.

Q. Did you construe the correspondence that you had with the Department in regard to this agency farm to permit you to furnish the farmer supplies in the manner in which you did?—A. I did, or I should not have done it.

Q. All supplies issued to Mr. Kelley, then, have been paid for by you?—A. To the best of my knowledge they have, and he is the only man that is not on the rolls that has ever got supplies out of the commissary that they are not entitled to literally.

Q. Have you any Government property at your house?—A. I have.

Q. How came it there?—A. Well, when I came there, I found a lot of mattresses, iron bedsteads, washstands, and other small articles; I don't remember distinctly what they were.

Q. Have you taken any there since you took charge of the agency?—A. Yes; I have taken two iron beds and two mattresses, and a bureau and a washstand; fitted up a room that is used and has been used for inspectors and such other guests as might come.

Q. Did you loan the escort of General Miles when he was here in October on a hunting expedition any subsistence?—A. I loaned him grain and hay to the military escort from Fort Sill.

Q. Well, please state the details of that loan; what the arrangement was with the military authorities?—A. As has always been the custom during my administration there at Anadarko, when troops have come from Fort Sill on any duty

they have been provided with grain and hay as well as wood, the officer in charge signing memorandum receipt for such articles as he received. These receipts were sent to the subagency at Fort Sill and the property has been returned to the subagency for use of the public animals at that point and the Fort Sill School. Beef was also issued to the troops at Anadarko on the same conditions, and returned to the Fort Sill School by the commissary at Fort Sill.

Q. Has the grain and hay issued to General Miles's escort been returned to the subagency and school at Fort Sill?—A. I couldn't swear that it had been from my own knowledge, but it is being done as reported by Mr. Burton, in charge of that point, whenever called for.

Q. Have you given Mr. Burton any special orders about this subsistence issued to General Miles's escort?—A. No; I don't know as I have given him any special orders.

Q. Have you given him the receipts taken for that grain and hay taken at the time it was issued?—A. Yes, sir; not only for the issues there but for the issues at Rainy Mountain.

Q. Do you know anything about money collected from parties driving stock across the reservation?—A. I know all about it; that is, I think I do. I should know.

Q. Well, you may go on and state what moneys have been collected that you know of and what moneys have been reported?—A. Just as fast as any moneys are collected for driving stock across the reservation it is taken up as soon as I am satisfied that it properly belongs to the Indians, that is, to the Government. There are cases where I was in doubt as to whether I had the right to make these collections, and such cases some of them are now pending, that is, parties have made application to the Department to have the money refunded, alleging the circumstances under which it was taken were such that they thought they oughtn't to be obliged to pay it, and in a few cases I have been unable to find who it was collected from or what purpose; collected by parties outside. That money I have in my safe now. I think the amount is about \$100 that has not been taken up.

Q. Has any money of that kind been paid in by Mr. Daniel?—A. Yes, sir; \$47.50.

Q. Is that money still on hand?—A. Yes, sir.

Q. Why?—A. For the reason that I just stated, that I have been unable to determine whether it properly belonged to the Government, and that I hadn't found out who paid it in.

Q. Have you ever called upon Mr. Daniel for the information?—A. When he sent the money, or gave it to me, it was in a check; I think it was one of Mr. Paschall's checks; he didn't hand me a list of the names from whom taken at the time, and has not furnished me with a list since, although I may have never asked him for it; I couldn't say whether I have or not.

Q. When did you first meet Mr. Daniel?—A. He was an employee when I arrived, in November, 1894.

Q. What position was he occupying at the time on the reservation?—A. I think he was property and issue clerk.

Q. Did you have any conversation with him a day or two after you arrived or the next day, at which Dr. Wallin was present, in which you inquired about who was in charge of the subagency at Sill?—A. I don't recall anything of that kind; any such conversation.

Q. And in which he told you that a man by the name of Madera was in charge, that he didn't know him, only in a business way, and in which you then turned to Dr. Wallin, and said, he is the man I am after, or we are after? Did you have any such conversation as that?—A. I don't think I ever did; I can't recall any conversation of that character; I know very shortly after that Mr. Medara was relieved, and I sent Mr. Daniel there to take charge of the subagency.

Q. Were you at that time looking for some place for Dr. Wallin, looking around to see if there wasn't some one you could discharge to give Dr. Wallin?—A. I intended to appoint Dr. Wallin or recommend his appointment to some position at the agency; I brought him down here with me with the understanding from the Department that if I would take the agency I would be allowed to select my own clerk and one other employee.

Q. Who were the two men that it was understood you should appoint?—A. Clerk, and it was my desire to appoint the property clerk. I will add there that instead of appointing the property clerk I nominated the doctor for position of farmer in place of a man by the name of Pedrick, who had just married an Indian girl.

Q. Why did you remove Madera and send Daniel to take charge of the subagency?—A. I removed Madera for neglect of duty, and so reported to the Department. I sent Daniel to relieve Madera; he was available at the time. If I had

had any such intention of sending Dr. Wallin there I could have done it at the time.

Q. Did you displace anyone in order to put Dr. Wallin in the position that you did?—A. Yes, sir; I discharged the man I just named, Pedrick. I didn't discharge Pedrick entirely in view of giving Wallin a place. His wife had a fine farm near the agency, and I was very anxious that he go there and cultivate the farm, as he was a white man and claimed to be a good farmer. His wife was an educated woman, I believe a graduate from Carlisle.

Q. How long did Mr. Daniel remain in charge of that subagency?—A. I think until July, 1895.

Q. How came you to send Mr. Burton there to relieve him at that time?—A. Mr. Daniel was having a little trouble down there, wasn't that harmony existing that I wanted to exist, and I didn't think that he had the executive ability to keep harmony and transact the business as I wanted it transacted.

Q. Did you discharge Mr. Daniel from the service at that time?—A. No, sir; I did not.

Q. Did you write this letter to Mr. Daniel, marked Exhibit N?—A. I wrote a letter to that effect.

Q. How came you to write that letter to Mr. Daniel?—A. It was nearing the end of July. I had made my nominations to the Department to fill all the positions that were authorized for the fiscal year of 1896. The position that Mr. Daniel was occupying had not been authorized, as well as the position of one of the farmers: had been dropped off. I immediately made an appeal to the Department that the position which Mr. Daniel occupied be authorized, that I might be able to appoint him, and also that the position of farmer might be revived, so that I could appoint and nominate the person who had occupied it the year previous for the fiscal year 1895.

Q. What position had Mr. Daniel occupied on the pay rolls?—A. Storekeeper and issue clerk, I think. When I received a letter from the Department, dated August 5, 1895, marked A, 32349, 32350, 32403-95, which confirmed all of the nominations made by me, the following sentence was added: "Submit the nomination of R. E. L. Daniel as storekeeper, issue clerk, and inspector, at the earliest date practicable for approval." That letter was received by me August 10, 1895, ten days or more after I had written the letter to him, and subsequent to my special appeal to have these two places revived. I refer by my letter to Exhibit N.

Q. Did you ever write any letter to R. E. L. Daniel prior to that time, or since that time, abusing him or vilifying him in any way?—A. I don't believe I ever did, because I didn't have cause to. At the time I relieved Mr. Daniel at Fort Sill, while I didn't think he was entirely suitable for that place, I did believe that he was a reliable and loyal employee, and I had no reason to believe differently, nor have I ever had reason to believe differently until the last month.

Q. Mr. D. P. Brown has testified that there is a lot of property of different kinds, such as bath tubs, etc., lying out exposed to the weather, near the Kiowa school building at Anadarko. Will you state what—how that came to be out there, and all about it?—A. It is out there because there is no place to put it; old property subject to condemnation, excepting some stoves and big iron kettles; I don't remember what is all there; all that is serviceable is being hauled down as fast as possible and storing it away any place we can find for it.

Q. He also testified that there was school books scattered through the building on the floor in the different places in the building.—A. I don't know about that; I haven't been through to notice how much there was there; I know that Mr. Daniel and Mr. Norton both have been a gathering up all the traps that are serviceable and hauling it down as fast as possible. I don't think there is any amount of property there that is hardly worth speaking of.

Q. Have you given orders to anybody to look after that property up there, such as is worth looking after?—A. The police is stationed there constantly, and the man that is working the agency farm has the keys to the building and has instructions to allow nothing to be taken away from there except by these two employees, Norton and Daniel.

Q. When did you give that order?—A. When the building was first abandoned. Mr. Setzer left the building—the acting superintendent—the last of July, and ever since that time there has been some one there, especially in charge of the building and property.

Q. How long after Mr. Ellis examined the Kiowa school building was it before any contract was let to him for building houses on the reservation of any kind?—A. I don't remember of his having any houses to build until during the completion of the new office building, which was about March 9, 1896.

Q. Had you had any conversation with Ellis about building the commissary

there, Government buildings, or any other building on the reservation, before he made the inspection of the Kiowa School and reported on it?—A. No promises made to him at all. He had to enter into competition and bid on the office building the same as all other competitors.

Q. How did he get the contract to build Indian houses?—A. There was eight houses, I think. The first bid was \$65 to build the houses. Other bids came in for \$50, and I told him that if he would build them for \$50 apiece, furnishing the brick himself and putting up the chimneys, that I would distribute the buildings among all responsible carpenters that asked to build the houses. Some of them got three, some five, one man got ten, and I think Ellis got eight.

Q. The building of the Mount Scott School, was that ever discussed between you and Ellis?—A. Not at that time; it has been since. He went down there with me last summer to examine the building material, such as stone, and clay for making brick. That was last July.

Examination adjourned until 9 a. m. January 5, 1897.

Hearing resumed pursuant to adjournment to this hour, 9 a. m., January 5, 1897.

Q. After you issued the general order prohibiting white men from buying from the Indians and the Indians selling cattle other than 3-year-old steers and up and barren cows, was that order violated by one Bud Chandler?—A. It was.

Q. How did he violate it?—A. By going out among the Comanches and buying several head of cows and young cattle and young steers.

Q. What did you do in regard to the matter?—A. Caused the cattle to be taken away from him and returned to the Indians of whom he purchased them.

Q. Was the matter reported to the Department at Washington and approved?—A. It was reported to the Department, and my recollection is that it was approved. In a letter from the Commissioner, dated August 6, 1895, Land 31432-1895, after reciting the circumstances, this letter winds up by saying, "In reply I have to say that this office approves of your course with respect to the matter, and you will advise Mr. Chandler thereof."

Q. Did you ever purchase for the Government horses, which purchase a Mr. Wright was the contractor?—A. Yes, sir; I purchased 12 horses and 6 mules under the contract with Mr. Wright.

Q. When did that occur?—A. I think the animals were all delivered in July, 1895.

Q. Did you have any conversation with D. P. Brown, trader, on the day that the bids were opened on that purchase?—A. I don't recall any; but I wouldn't be surprised that I did have.

Q. Do you remember going to his store two or three hours before the bids were opened in Anadarko and telling Mr. Brown that you would not receive anything except St. Louis market horses?—A. I recall no such conversation at all; the advertisement showed what the horses should be, and all bids were based on that.

Q. Did you ever receive from Mr. Wright any other kind of horses than that called for by the advertisement for bids?—A. No, sir.

Q. Did you go to Kansas City, Mo., or any other point to examine the horses offered by Mr. Wright? And if so, state fully what you did in the matter and how you came to do it.—A. In the first place, I got a letter from Mr. Wright asking me if I would go to Kansas City or St. Louis and inspect the horses and mules which he would purchase to fill that contract with, wishing me to do so that he might not ship up a lot of stock that wouldn't be received after arrival. This I did, going to Kansas City, and at the stock yards selected the animals myself, even before they were purchased, and the animals that I selected were purchased. Mr. Wright paid all of my expenses on the trip. We were four days at Kansas City before any animal was purchased, and had about come to the conclusion that we would go to St. Louis, as no stock had been there at that time that I wanted; but the fourth night there was a lot of stock came down from Iowa that suited me very well, and he completed the purchase that day and the next of the Iowa horses.

Q. Did you tell Mr. Brown, on the day the bids for that contract were opened, that you would not receive any stock purchased at any other place than the St. Louis market?—A. I have no recollection of making any such remark.

Q. After you came back from Kansas City inspecting that stock did you tell Mr. D. P. Brown that you had won \$100 on a horse race, or any other sum of money, and that that paid all your expenses of the trip?—A. I did win \$100 on a horse race by putting up \$3. It paid all my expenses outside of what Mr. Wright paid. I had expenses there that were not proper for Mr. Wright to pay. Mr. Wright paid my railroad fare, my hotel bill, and probably furnished the cigars, or something of that kind. The whole thing amounted to less than \$45.

Q. One John Coltan has testified on this investigation that in the early part of 1895 that you purchased from him a lot of bran, and subsequently required him

to sign a voucher for seed oats in payment for that bran; he says about June 1, 1895. Did you ever purchase any bran from Mr. John Coltan?—A. I have no recollection of purchasing of a man by the name of Coltan; I wouldn't know the man if I should see him. I have a distinct recollection of purchasing a ton of bran of the Tait Milling Company for to feed stock with at the agency. I told Mr. Tait at the time that I had no authority to purchase bran, but that I had to purchase corn; but that the stock was very much in need of soft feed of some kind, and the voucher to cover the bran read corn, instead of bran, of equal value. I have a voucher filed with my papers in the name of Coltal, if I remember correctly, for \$23; that was for oats. Voucher shows it is for oats.

Q. Have you any recollection of meeting John Coltan in Mr. D. P. Brown's office in Anadarko, and there ordering bran from him?—A. The matter was brought to my attention two or three weeks ago, and I have given it thought very often since, and I can't recall any such transaction.

Q. Have you at any time since you have been in charge of that reservation as Indian agent drank intoxicating liquors of any kind in the presence of Indians?—A. Never in the world.

Q. The Reverend Carithers has testified in this case that beef was issued to his mission, the Indian scholars there, on foot. Will you explain why that has been done and all about it?—A. Mr. Carithers's school is situated 22 miles from the agency, and he only draws, I think, about five beeves a month. It would be wholly impracticable to furnish him beef from Anadarko for this reason, and the fact that it had been done in the same manner by my predecessor, and I allowed the custom to continue. The weight of these cattle was determined by having them slaughtered and weighed, the net beef, on his scales. He reported the net amount, which was charged to him as the rations for the children of his school. At the end of the month or quarter this beef was accounted for over his certificate as weigher, and has been paid for the same as all other beef. The gross weight of the beef was determined by a table governing such matters.

Q. How many pastures does John W. Light hold on the reservation?—A. He has one full pasture and 6,000 acres of open pasture.

Q. The full pasture is known as what?—A. Pasture No. 12, the old Conover pasture.

Q. What is the 6,000 acres in the open pasture known by?—A. It is in what is known as the Jones pasture.

Q. Does that pasture contain more than the 6,000?—A. The entire pasture, that is what is supposed to be under fence, contains about 19,000 acres.

Q. If it is under fence why do you call it an open pasture?—A. A man comes there with a few hundred head of cattle and only wants sufficient grass to feed that number and doesn't want a full pasture; he leases what he wants and pays for it, and it is called an open pasture, leaving the remaining acreage of that pasture open for lease by anyone else that happened to want it.

Q. Is this pasture entirely inclosed or does the public road run through it that is open all the time?—A. The main road from Chickasha to Anadarko runs through it; all the travel goes through it from here west.

Q. Since leasing the 6,000 acres of that open pasture to John W. Light have you leased any part of it to other parties?—A. None leased to other parties; money has been collected from other parties for the privilege of driving cattle through there; no regular lease.

Q. Did you at the time you leased the 6,000 acres to John W. Light make any agreement with him that you would not lease the surplus of the pasture to other parties?—A. No, sir; it was simply understood that the balance of the pasture would be subject to lease.

Q. Do you know of John W. Light subleasing any part of the Conover pasture to other parties?—A. After the resurvey of the pasture, he told me one day that there was so much more acreage in the pasture than he had expected, that he hadn't stocked it to its capacity, and asked me if I would have any objection to his putting other cattle in, other parties'. I told him no; so long as he paid the full amount due under the lease that it made no difference to me.

Q. Did he name any particular one that he wanted to lease to?—A. I don't know that he named anyone particularly. That is the custom of the cattlemen all over the country, after they have marketed their beef cattle to allow small herds to be driven in and occupy the grass.

Q. Did you ever drink with Jimmy Jones at D. P. Brown's store intoxicating liquors soon after coming and taking charge of the agency or any other time?—A. I haven't the slightest recollection of ever doing anything of the kind, or ever having met Jimmy Jones at Mr. Brown's store soon after coming here.

Q. Have you made the payments regular to the Indians or irregular times?—A. As near regular as possible to get it: every six months.

Q. There has been some testimony that this last payment made in December, 1896, or the latter part of November, was to be a \$9 payment to the Indians; when did you first hear of that?—A. Well, I don't remember exactly when it was; possibly the first part of November.

Q. From what source did you hear it?—A. Mr. Cleveland first came to my office, C. A. Cleveland: stated that he had been informed that the payment was to be \$9; I told him that whoever informed him knew nothing about it; that the statement was absolutely without foundation; that it had never been contemplated to pay them less than \$14.25. In fact, my requisition for funds had already gone to for the amount to cover that payment.

Q. Did you ever make any suggestion to the Department at Washington or to anyone else that you desired simply to make a \$9 payment and not the usual payment?—A. It never came into my mind, let alone making the suggestion. In fact, it was distinctly understood that there should be no payment made to the Indians of less than \$14.25. It was further understood that if I couldn't make the payment of \$14.25 twice a year—at least that much—that they would not be called on to put up \$25,000 for the school.

Q. Has there been any increase in receipts from leases on the reservation since you have had these pastures you testified about resurveyed?—A. This year there has been an increase of amount of money collected, but there was three large pastures that have not been leased that have been leased heretofore.

Q. Has this Light contract for delivery of cattle been heretofore investigated by anybody from the Department at Washington?—A. I think Inspector Duncan investigated it; I was asked no questions in regard to it.

Q. Was anybody representing and prosecuting the charges that were investigated upon that investigation—any attorney?—A. No one, unless it was Mr. Shelley, at Washington.

Q. Who did he represent, if you know?—A. Conover, Dietrich, and Woodard.

Q. They were the men that made the charges, were they?—A. Yes, sir.

Q. Did Mr. John W. Light ever give you a surrey or carriage?—A. He never did.

Q. If there has been any transaction in reference to a surrey or carriage between you and Mr. Light, state what it was.—A. When I came back from Kansas City, where I bought a surrey, a few days after that his wife, Mr. Light's wife, said she wanted a carriage just like that one. I told Mr. Light he could have this one if he would pay me what it cost me to get it out here, and I told him what it did cost me, and he said he would take it. I bought the surrey and give it to my wife. I have got the receipted bills of the firm I bought the surrey of.

Q. Did Mr. Light pay for the surrey and take it away?—A. He would have paid for it, but has not paid for it. He told me about a month ago he was ready to pay for the surrey and take it away any time I wanted to turn it over to him. He evidently considers it a bargain, and I do myself.

Q. Do you know why he has never called for the surrey and took it away?—A. Because I never delivered it.

Q. Mr. Craggs, trader at Anadarko, has testified that at the hotel in Anadarko, about the time of the letting of the contract to Wright that you have testified about, you were drunk, and that you played a game of cards with he, Craggs, and Mr. Mitchell from El Reno, and another party, on which you bet \$2 on the game and lost it. Did any such occurrence ever happen as testified to by him?—A. I met the parties there and we played a game of cards; but as for betting or being drunk, nothing at all of the kind occurred.

Q. George W. Rose has testified in regard to selling the Government oats raised on a farm which he is holding for an adopted Indian child of his; will you state the facts in regard to that transaction as you recollect it?—A. All I know about it is that I bought oats from Mr. Rose that had been raised on the farm that he is cultivating as the guardian of the little Indian girl.

Q. How were the oats paid for; vouchers made?—A. They were paid for on a regular voucher, purchases from Indians.

Q. Who signed the voucher?—A. Well, I have signed that voucher, yet I don't know. It is an open-market-purchase voucher, purchases paid for in cash, and whenever they are completed they are brought to me for signature. I will state that it has been the custom, and one that has met my approval, that all articles grown on Indian farms has been purchased under the name of the owner of the farm, and virtually this is what he pays the white man for working the farm.

Q. Do you remember a ghost dance being held by the Indians on Stinking Creek, on the reservation, and troops being ordered from Fort Sill, under command of

Captain Burbank, to assist you in breaking up the dance?—A. I remember the ghost dance being held at the mouth of Stinking Creek.

Q. What time did you arrive at the camp?—A. About 9 o'clock in the evening, after dark.

Q. Who did you meet when you arrived there?—A. I met Captain Burbank, Dr. Glennan, and the lieutenant of the Tenth Infantry—second lieutenant.

Q. Did anyone assist you out of the ambulance or carriage?—A. No, sir.

Q. Was you drunk on that occasion?—A. Not in the slightest degree.

Q. What did you do after arriving there?—A. I got a bite of something to eat, and then, I think, all three of these officers I have named and myself, we walked over to where the Indians were camped—some kind of a gathering there—probably 200 yards from where we were camped.

Q. Did Dr. Glennan and Captain Burbank, one on each side of you, take you by the arm and lead you over there?—A. They did not.

Q. Do you remember of stumbling in going over there in crossing any rough places?—A. I remember the ground was very rough, and it was very dark, and I may have stumbled going over on that account.

Q. For what purpose did you go over to the Indian camp?—A. Went over to see what they were doing, tell them what I was there for, and wanted to have a little talk with them, and that I would meet them in the morning; that I wanted them to go ahead with their dance just as they had been accustomed to doing that I might decide for myself its character. There had been a great many reports about the ghost dance, what was termed the ghost dance, the Indians invariably professing that it was not a ghost dance, but it was simply a religious ceremony, with no harm connected or attached to it. The next morning they did go ahead, and I was present during the entire ceremony, which lasted up until 2 o'clock in the afternoon.

Q. Were you intoxicated at any time during that council or ceremony that you speak of that followed the next day?—A. Not in the least degree. I talked to the Indians for nearly an hour myself, and these three officers were all present, besides a lot of enlisted men, soldiers.

Q. Did Captain Burbank call you the next morning after your arrival there and tell you that you had called a council of Indians, and you were surprised and asked him what council? Did anything of that kind occur?—A. There was nothing of the kind occurred. I was up the next morning at 6 o'clock, or just daylight, waited about the camp until nearly 8 for breakfast to be gotten ready, when I went in and sat down to breakfast. The first I had heard or seen of him that morning was when he came in. Before breakfast was ready Dr. Glennan and myself walked down to an Indian lodge where an Indian woman, an educated Indian, lived, by the name of Mary or Julia. We talked with her a few minutes, our conversation being in regard to this ghost dance; then we came to the camp.

Q. How many times has Lieutenant Saville been on duty with you on the reservation, and when?—A. I think he has witnessed two payments.

Q. Which payments were those? Give the times.—A. My recollections are that the first one was the winter payment of 1895 and 1896, and the next one was the summer payment of 1896.

Q. Were you at the summer payment at Rainy Mountain subagency during the entire time it was going on?—A. Yes, sir.

Q. Were you intoxicated at any time while that payment was going on?—A. I was not.

Q. Were you intoxicated at any time while any payment was going on while Lieutenant Saville was present?—A. No, sir.

Q. Mr. D. P. Brown has testified that he has seen you under the influence of liquor at the Fort Sill subagency at Rainy Mountain, and at the Caddo subagency. Is that true or not?—A. I have the same answer to make to that that I made to the last question.

Q. Did you have an interview with Chaddle kaung ky, Lone Wolf, and Ko ma ta in your office on December 30, 1896?—A. Yes; I think I did. I think that was the date I had an interview.

Q. Will you state what that interview was about?—A. Well, it was about various things. One of the most important matters was that they had heard there was going to be an effort to locate permanently the Apaches on the military reservation at Fort Sill, and that the authorities wanted to secure enough more land so as to give each member of that band 160 acres of land. They asked me to explain what it meant, and tell them what I knew about it. They had asked to see me, and I sent word back to them that when I could see them I would send for them. There was other things talked about. I think the question of their losing some of their cattle was mentioned, and matters of that character.

Q. Was there anything said about the Light cattle that were delivered to the Indians?—A. Nothing beyond the fact that they were satisfied with them. I asked them no questions in regard to the Light cattle.

Q. Who did the talking among those Indians named, to you?—A. Lone Wolf and Chaddle kaung ky. One of Lone Wolf's principal subjects of talk was that he had become a Christian and joined the church, and that Chaddle kaung ky had passed on the same road in getting there. They were anxious to have the past cut off, as they had got on a new road and wanted to follow it. One of the things Ko ma ta said was that some cattleman had promised him \$20 several days ago and hadn't paid it; wanted me to see if I couldn't collect it for him.

Q. Did Lone Wolf and Chaddle kaung ky say anything about being your friend, or anything of that kind?—A. Both of them shook hands when they went out, and said, "We are friends now, and want to keep so."

Q. One George Kauffman has testified in this case in regard to doing work for you early in 1895, papering a house at Anadarko; will you state what you know about that transaction?—A. On representations of two or three people here in town that he was a good workmen, I employed him to go out and paper a house. He came out there; and the second day I went into the room I found he and another paper hanger and painter—I don't recall his name—quarreling. Kauffman was threatening pretty strongly to put him out the door. I put this second man in because the work that Kauffman had done the first day had nearly all come off by morning, and the work had to be all done over again. I told Mr. Kauffman that he could pack up his tools and go back to Chickasha, which he did. I didn't see him about there any more. He had worked one and seven-eighths days, for which I refused to pay him, and never have paid him, because his work had to be all done over again.

Q. Did you have him go to the office after he quit work and enroll on the pay roll?—A. I don't remember that he did; his services were reported on the pay roll of irregular employees, but never paid for.

Q. Did you ever have any subsequent interview in regard to pay for that work?—A. He came to the office after that and wanted his pay; I made the remark to him that he had lots of cheek to come to the office and ask pay for such work as he had done, and that I should not pay him; that was about all. Subsequently he wrote a letter to the Commissioner, which was referred to me; I answered the reference, and never heard anything else of it.

Q. Have you employed Emmet Cox, a squaw man, in hauling freight to the sub-agency at Sill, and have you given him a wood contract?—A. I couldn't answer that; I would have to look at the papers to see whether his name appears on the roll; the subagent at Fort Sill generally sends Indian teams up to the agency to haul freight that belongs to his subagency; I never paid any attention as to who did the hauling, but the orders are that Indian teams shall be employed in preference to any other class. In bad weather it is very difficult to get Indians to do freight, and we have to depend on outside freighters, generally employing transportation means of squaw men.

Q. Please examine this circular letter [handing witness paper] and see if that is one of the circulars issued by you advising Indians to pay their debts.—A. Yes, sir; I issued that circular prior to the commencement of the last payment.

(Here a copy of circular shown witness is introduced as evidence as Exhibit R.)

Q. How frequently since you have been on the reservation have you issued circulars of like import of the one just shown you marked Exhibit R?—A. I think that is the first one that I have any recollection of.

Q. Have you ever, prior to the issuance of that circular, made any special effort to advise the Indians to pay their debts?—A. I advise it frequently, both to individual Indians and collectively—crowds of Indians.

Q. There has been some evidence on this investigation in regard to an ambulance that you had placed on the retained copy of the property roll as a buckboard. Will you please state what you know about that ambulance and what it has been used for, etc.?—A. I bought the ambulance early in the spring of 1895. It came from Fort Sully. It was out of repair and needed fixing up and I took it to the Government shop. There was repairs put on it that if I had had it done outside would have cost all the way from \$50 to \$75. I bought it for use on the reservation, as there was no other vehicle there suitable for the purposes, and I have always used it ever since for Government purposes and official business, have considered it a Government wagon, and gave orders for it to be taken up in place of a spring wagon, which I had had cut down and made a buckboard of. The buckboard is now at the agency and being used there as a Government wagon. I have never considered it anything else but a Government vehicle.

Q. Please examine that letter and state what it is [handing witness paper].—
A. A letter from the Hon. Hoke Smith, late Secretary of the Interior, which
letter reads as follows:

“ATLANTA, GA., November 20, 1896.

“Mr. F. D. BALDWIN, *Anadarko, Okla.*

“MY DEAR SIR: Permit me, in retiring from the office of Secretary of the Interior, to express my appreciation of the very excellent service which you rendered the Department in connection with the position of agent for the Apache, Kiowa, and Comanche Indians. I believe you have made marked progress during the time you have had charge of the agency, and I sincerely hope that you will continue to manage those people until they are ready to assume the responsibilities of citizenship.

“Very sincerely, yours,

“HOKE SMITH.”

Q. Did you ever state to C. A. Cleveland, trader, in your office at Anadarko, that you had now fixed the Kiowa building so that it wouldn't be used for a school building any more, in a laughing way?—A. I never made any such remark to C. A. Cleveland or anyone else. I never had any conversation as that myself. I never heard that there was any comment against my action in relation to the Kiowa school until this investigation commenced.

By the INSPECTOR:

Q. I understood you, Major, to say there was only one formal bid on this cattle—Light's contract?—A. That is my recollection. Of course it is a matter of record.

Q. Was that bid approved by you?—A. Yes, sir.

Q. Did that contract—the contract was approved January 29, and the cattle were to be delivered thirty days thereafter—is that correct?—A. I think that is it. Thirty days after notification of the approval.

Q. Why, then, were the cattle not delivered until the 1st of April or the 1st of May?—A. Because it was the lateness of the season of the year. There was no grass and the cattle was poor, and it was mutual understanding that the delivery should not commence until the grass got good, as we had no feed of any kind for the cattle. I am not certain, but I think I communicated with the Department in regard to the matter.

Q. Were not these cattle in Light's pasture six weeks or more prior to their delivery?—A. Possibly they might have been: I couldn't say. I found them there two weeks prior myself when I went to look at them.

Q. Were they not placed in there some time prior to the delivery—some time prior—in order that they might be gotten in condition before delivery?—A. No, sir.

Q. Is not the wording of the proposals for cattle calculated to mislead an intended bidder?—A. Well, I don't—I never had noticed anything of the kind; it was sent to me by the Department, the form.

Q. Have you what are called informal cattle leases?—A. Yes, sir.

Q. How many?—A. I couldn't tell; I send copies to Washington.

Q. What is meant by informal leases?—A. Lease where no bond accompanied the lease would be an informal lease. In some cases where the lease wasn't executed until very close to time of making the last payment, the parties have paid in full up till the 31st of March; then they have received simply authority to occupy that land for a certain time, and acknowledgement of receipt of the money.

Q. I understood you to say that Light had two leases?—A. One formal lease, and 6,000 acres of open pasture informal lease, but that is accompanied by a bond. Copy of the whole lease and bond went to Washington, but has never been acted on there up to date.

Q. The leases held by Light are known as the Conover pasture and the Jones pasture, are they not?—A. The open pasture is within the Jones pasture, in that territory, and the formal lease covers the Conover pasture—that is, a portion of it.

Q. Do these two leases adjoin each other?—A. The south corner of the Jones pasture and the northwest pasture of the Conover pasture join.

Q. Did Light sublease to Gamel after he had leased the Jones pasture?—A. I couldn't say whether he did or not.

Q. Who has the contract for furnishing the Indian lumber to build houses?—A. A. B. Snow, of Chickasha, and a man by the name of Moberly, of Chicago.

Q. Who has the largest part of that contract?—A. I think there is only \$300 or \$400 difference.

Q. You stated yesterday, in reply to Mr. Fisher's question about the renting of the agency farm to one Kelley, that you construed a letter received from the Commissioner of Indian Affairs as authorizing you to permit Kelley the same privileges as other employees in the commissary. Am I correct?—A. Not exactly; I

don't think I said the same privileges as other employees, but I considered the letter as authorizing me to make such arrangements with Mr. Kelley as would be just, and it not costing the Government anything; there was no issues made to Kelley at all.

Q. Do not the regulations prohibit the sale of subsistence to others than employees?—A. It does; but my communication with the Commissioner I stated distinctly that I wanted this farming done as an experimental farm for the benefit of the Indians.

Q. The regulations being the law governing the Indian service, can the Commissioner of Indian Affairs change them without the approval of the Secretary?—A. No; he could not; he is the only authority that can do it.

Q. Kelley was never taken up on the record of employees, was he?—A. While he was running the farm? No, sir.

Q. Did any correspondence pass between your office and the Indian Office on the subject of a \$9 payment?—A. No; hold on a minute: yes. I say never, for this reason, that the question never came into my mind, and when I made my requisition I made my request for a \$14.25 payment. There was a letter came from the Commissioner asking my advice in regard to making a larger payment than a \$14.25 payment, which I answered.

Q. You have never heard, have you, of a letter from the Commissioner of Indian Affairs, addressed to his brother in St. Louis and forwarded here to the reservation, which stated that a \$9 payment would be made?—A. I never have heard of the letter, nor never have I been able to find the source from which that report emanated.

Q. You stated in answer to Mr. Fisher's question that Mr. Kelley represented at a former investigation of this Light contract the squaw man. Was he not also at that time the paid attorney of the Indians, and represented them?—A. Yes, sir; and supposed to represent them.

Q. You stated when you took charge of the agency that the Indians remained at the agency from one ration day to another, aside from those employed by you, and the families of the same. About how many did you find there?—A. Usually found 400 or 500; nearly all camped there when I got there. The country was covered with them.

Q. Do you issue goods, such as annuities, at regular periods once a year—a general issue to all the Indians—or do you issue at irregular periods?—A. The bulk of the goods are issued once a year. I make irregular issues to old and destitute Indians generally on the recommendation of the field matron and the farmers.

Q. Did you stop the issuing of annuity goods in bulk to chiefs and head men?—A. Yes, sir. The first issue and payment that I made, which was done at the same time, I called for every individual of the bands to come and receive their own goods and money.

Q. Had you been drinking after leaving Anadarko en route to Lime Creek council?—A. I might have taken a drink or two. I had some with me; but if I remember I was driving the team myself, at least part of the time. We went down by Cache Creek mission, stopped and talked with Mr. Carithers quite a little time, and I remember distinctly of going to bed very early that night, about 7 or 8 o'clock, and the next afternoon about 5 I got into my wagon, drove to Anadarko, signed some papers there, and at 1 o'clock that night started back, driving to Lime Creek camp at 7 in the morning.

Q. Has Emmet Cox leased any pastures from Big Looking Glass?—A. All I know about his leasing from Big Looking Glass is a contract.

Q. Did you approve that unofficially?—A. I never saw it until about a few months ago, when Big Looking Glass brought it to me.

Q. Do you know whether Jim Myers or D. R. Fant has a private lease from Big Looking Glass?—A. Not to my knowledge; never have heard it rumored.

Q. If Bones, this Indian, inspected cattle under Light's contract, did the inspection take place before they had been inspected and branded by Stilwell?—A. No, sir; after.

Q. Did you ever hear of Lone Wolf or Chaddle kaung ky talking against the Light cattle at the time they were being delivered?—A. There was no kick from them at all that I heard of. Didn't develop until Duncan was there.

Q. Do you know what Indians telegraphed to the Department complaining of the Light cattle?—A. I couldn't say positively, but I think it was Lone Wolf, Chaddle kaung ky, Big Tree, and Ko ma ta.

Q. Do you know when the telegram was sent?—A. I heard it was sent just before Duncan came.

Q. That was the first time you heard of it?—A. Along about that time.

Q. You stated yesterday that you went to Texas with Light to look at bulls.

Was this prior to the delivery of the cattle?—A. Yes, sir; the bulls were delivered immediately after the heifers.

Q. And this was prior to the— A. Any portion of them.

Q. Did Light look at any other cattle besides bulls that he could have put in on his contract?—A. No, sir.

Q. How do you keep the record of your Indian deposits that you spoke of about these houses, and where do you keep such record?—A. I keep it in a book especially for that purpose; keep an account with each separate Indian—each individual Indian.

Q. Is each deposit taken up and reported to the Department?—A. No, sir; it is a private transaction. The money is either deposited in the bank or I get a certificate of deposit.

Q. Where do you keep your bank accounts for hauling freight, paying Indians for that—what bank?—A. United States depository at St. Louis. I pay a good deal of it in cash.

Q. Do you sign the checks as acting Indian agent?—A. I anticipate what I think you want. In July and August and a portion of September I paid from funds that I had on deposit in the Continental National Bank of St. Louis, as I reported to the Department, asking them to remit at least the money asked for to pay for transportation; that I was paying for transportation out of my own funds rather than have the Indians wait. As soon as the transportation roll was completed, I took it myself and held it until I received the funds that had been estimated for; then I drew an official check, charging on account of transportation in exchange for currency, which reimbursed me for my advances.

Q. Why don't you give each Indian a certificate of deposit or receipt for each deposit when he places it with you for a house?—A. Whenever an Indian deposits money to build a house, if he brings it to me, he brings his ration ticket, on which his name is written and his tribal number. I enter both of those in this book that I keep these accounts in for Indians, and whatever he leaves I give him credit for and for the purpose for which it is left. I have not given him receipts, because a receipt might be transferred and I know nothing about it until after the house is completed, and then I find that he has already drawn the money; that is, he has disposed of it to other parties and is unavailable to me.

Q. Would that not be obviated by writing across the receipt nontransferable or nonnegotiable?—A. It could be; but on the other hand, the Indians are very liable to lose such papers; and if he should lose it, it wouldn't be likely that I would ever pay him back until he produced it. Receipts were not given for no other reason than to prevent their being transferred and trouble that might come up in that way.

Q. You stated yesterday that Indians were allowed to sell cattle around Anadarko and at subagencies, inspected and price determined before selling. Did not Cox for Paschall and Madera for Quinette buy cattle at Sill and pay for same that were inspected 14 miles from the agency?—A. Not to my knowledge. If that had been done, it wouldn't been in conflict with the spirit on my instructions in regard to the matter. I stated in my evidence that where it was practicable that they were weighed. So they were inspected and the price determined by an employee, that would have been complying with the spirit of my instructions.

Q. Is James Myers a squaw man?—A. He has become one lately by marrying a woman who is recognized as having rights of an Indian on the reservation.

Q. Does Myers buy cattle on the reservation?—A. He bought some on the north; that is, I claimed that he did, and proceedings have been commenced against him for purchasing cattle on an Indian reservation and driving them from it without authority.

Q. Do you know that he is still buying them?—A. No, sir; I do not; he is not to my knowledge, and I have kept a very careful look after him.

Q. Did you ever favor D. P. Brown suing the Indians?—A. I never objected to it.

Q. And say that it did more to stop overtrading the Indians than anything else?—A. I think I did make just that remark, and say to the Indians, I have pointed out those examples to the Indians as a result of their overtrading and not paying their debts.

Q. Are D. P. Brown and Samuel Strauss licensed traders now on that reservation?—A. No, sir; they are not.

Q. Why not?—A. Their applications for renewal of licenses are held in my office to-day.

Q. Are now?—A. Yes, sir; I wrote the Department telling them that I would be able to forward them with a more intelligible indorsement later on than at that time.

Q. When were those applications received in your office?—A. I don't recall exactly; some time in the middle of December probably.

Q. Well, when those come into your office you are required to forward them with either your approval or disapproval?—A. Yes, sir.

Q. Why didn't you forward them with one or the other right off?—A. I felt that certain reasons that I then had—might have had—for not approving might have been explained, so that I would have changed my mind, and to be sure that I was doing no one an injustice, that it would be better for me to hold them until I was convinced one way or the other.

Q. Under the Craggs contract for cattle were you directed to fill out 200 of that contract from Indians and squaw men?—A. I was authorized to purchase 200 head of heifers from Indians.

Q. Did you try a sufficient number of them to see that you couldn't get the cattle before you got To wac o nie Jim and Wanna to go out and get the cattle outside?—A. Yes, sir.

Q. And it was impossible to fill out that 200 from among the Indians unless they (the Indians) went on the outside and purchased?—A. I could have got them of Dietrich and Woodard; but those I purchased of them were not cattle which I would prefer, not as good cattle as I wanted; therefore I declined to receive any more of them; they had purchased these same heifers for \$9 and \$12 a head.

Q. You stated that you held John Light for \$75 due by George Conover on pasture— A. No, sir; it was either \$331 or \$431—it was \$433.32.

Q. Doesn't Jones also owe you some money for pasturage?—A. That was the balance due from Mr. Light to Mr. Conover on the last year's rent under a contract which had been entered into between those two.

Q. (Question repeated.)—A. He owes me \$75.

Q. Well, hasn't Jones stock and other property there that you can collect that from?—A. He has not, that I can find.

Q. Cashing due bills for wood and beef, as I understand, is done by Quinette and Paschall. What is your reason for not allowing Strauss to cash some of those bills?—A. The Indians have never been ordered not to go to Strauss. These due bills were issued at a subagency as a convenience to the Indians, so that they would not have to come up to Anadarko to get their pay. The due bills are never addressed to any particular party. As I said yesterday, I had seen Mr. Paschall, and Quinette and they had said they would pay cash on those due bills, and they have done so as far as I know.

Q. Is this injurious to Strauss as a trader?—A. Well, I couldn't say that it was. Anyone that cashes the due bills of that kind, the person is not under obligations to turn around and trade it out with him. It is simply this, that Strauss and Quinette or anyone else is simply the banker for the person who brings the order.

Q. Strauss's license, as I understand, has been held up for over twelve months, has it not?—A. Yes, sir; for over twelve months.

Q. This is in consequence of reports that you have had about Strauss?—A. Yes, sir.

Q. Did you investigate these reports personally?—A. I did, not fully. I did to a certain extent.

Q. Captain Scott, who has testified in this case, isn't he unfriendly to Strauss, and has been?—A. I couldn't say whether he is or not. He may have talked about it, but I don't recall it.

Q. You have never heard him talk about Strauss?—A. I have never heard him say anything to speak of, one way or the other.

Q. This clerk of Strauss's—Dietrich—as I understand, was put off the reservation for sleeping with an Indian girl. Didn't this same Myers that I have been speaking to you about been doing the same thing and get a girl in the family way?—A. I heard that that was the case; yes, sir.

Q. Did you put him off?—A. I did not.

Q. Why not?—A. As near as I can remember, the first time I had heard about it he had married this other squaw.

Q. Did you ever write a circular letter to traders and others and say all buildings owned by traders and others and not in actual use by them would be confiscated by you for Indians or agency purposes?—A. Whenever buildings ceased to be used or occupied for business purposes connected with their establishment, that they would not be subject to rent or lease by outside parties by them. That was the substance of the circular.

Q. It was not to the effect that they would be confiscated?—A. That they would either be torn down or used for purposes connected with the Indian service.

Q. Did you communicate with the Department on that subject?—A. I don't recall it, but it has been the custom to send copies of all circulars of that character to the Commissioner for his information.

Q. When this man Cae ke pop, otherwise Sullivan, was employed as a herder,

was he designated as an Indian?—A. I don't recall whether he was or not. There was five or six herders employed at the time, and, I think, reported on the same roll of irregular employees.

Q. Of Indians?—A. There was three or four Indians on the roll.

Q. Did Sullivan state to you that he had Indian rights?—A. Yes, sir; down in this country here—Chickasaw country.

Q. When was that—when he was first employed as a herder or as a farmer?—A. When he was taken up on the rolls as a regular employee. I never paid any attention to him when he was a herder; never saw him but a few times; didn't know who he was.

Q. You testified yesterday that forage was furnished for General Miles's escort. Was anything else furnished his escort besides forage, such as beds, blankets, mattresses?—A. Yes, sir; beds, blankets; not for his escort; just for himself and party.

Q. Was a memorandum of all those goods kept?—A. Yes, sir.

Q. Were they all checked up and returned?—A. I was so informed by the clerk who had charge of the matter.

Q. It is a fact, then, that all of these articles were returned?—A. So far as I know. I didn't check them off myself and put them in, nor did I check them out.

Q. Who did that?—A. I think it was Norton.

Q. Now, is there any authority for furnishing Indian goods to anyone?—A. No, sir. The Department at Sill—the War Department—had furnished me with tentage and the Indians with tentage on several occasions, and I was returning the compliment.

Q. Who collects this money, Captain, for stock passing through the reservation—your employees?—A. Captain Farwell, chief of police, collects it; Mr. Hardin, farmer, south by Sill; Mr. Burton, and Mr. Smoot, farmer, up in the Caddo country.

Q. Do they furnish the names of the parties from whom they collect the money?—A. They should do it; sometimes they do not.

Q. Did you ever call on Daniel for the names of the parties from whom he collected the money?—A. I can't recall that I did. He should have given the names with the money when it was turned in.

Q. How can you find out these names if you don't call on the parties who collect the money to furnish them?—A. He either handed me in bulk a sum of money or else sent it to me, I don't recall which, and I put the paper away in the safe. I know there was no names collected with it, as from whom received, and up to the present time no names have been furnished as to whom it was collected from, and the money is still in the safe.

Q. Have you reported to the Department the money that you collected from these sundry parties that you have on hand?—A. I have not, for the reasons given in my testimony in connection with that matter yesterday.

Q. Do not the regulations require that all moneys collected from any source shall be reported in the quarter in which collected?—A. It does. I stated yesterday the reason why it had not been reported on my account current.

Q. Then you have held the money reported by Daniel for a year and a half?—A. Pretty near that, I think.

Q. You stated yesterday in reply to Mr. Fisher's question that the property in the yard around the Kiowa School was left there because there was no place to store it. Could not this property have been locked up in a room in the Kiowa building, or in the laundry removed to the agency?—A. All the property, the light property, such as bedding, table ware and chairs, and property that could be handled, nearly all of it has been moved and is being moved to places where it can be put under lock and key. There is big iron wash kettles and boilers and some stoves which are still in the yard.

Q. When was the school abandoned?—A. In the last part of July, last year, but from that time up to the time of the issue of annuity goods the warehouses have been overcrowded with annuity goods, and now as we have room everything is being moved down as fast as possible.

By Mr. MONICAL:

Q. Didn't you say that you would not approve of another trader's license in the future unless the traders would stop selling goods to the Indians on credit?—A. What I have said in regard to that I have put in writing on their application for renewal of license; I have never made any such statement as that; that is, in effect that the credit must be limited within the means of the Indian to pay.

Q. Has that been on all traders' licenses sent in for approval?—A. It has for the last few months; Mr. Craggs and Mr. Cleveland I especially remember, and I think Mr. Fred.

Q. Did you make that same statement on D. P. Brown's application any time within the last year?—A. I haven't forwarded his last application for renewal.

Q. Any time when you did forward his application?—A. The last application I forwarded for him I have testified fully here about; I don't remember what I did say; it is a matter of record in the Department.

Q. Do you know whether any of the traders have stopped selling goods on credit to Indians or not?—A. I don't think any of them have stopped it entirely; but I have it over their own signatures that they have stopped it to a very great extent.

Q. Were the Indians told by you or by your direction that Paschal and Quinette would cash their due bills?—A. I have already testified that they are the only ones whose names were mentioned to my knowledge.

Q. Was Strauss ever notified or given to understand that he could cash these due bills?—A. Not to my knowledge.

Q. Why were not the due bills given to Indians for delivery of wood and cattle at Anadarko, the same as done at Fort Sill?—A. Because I was there present to pay the cash; I have already stated that the arrangements at Fort Sill were made to accommodate the Indians.

Q. Isn't it a fact that last summer and last fall you bought cattle from the Indians and did not pay them at the time, but kept them waiting for their money?—A. Yes; because I didn't have it.

Q. Why did you not give them duebills, then, the same as at Fort Sill?—A. I don't remember that we commenced giving duebills for cattle or wood at Fort Sill until September, 1896, last year. If I didn't give them at Anadarko it was because I was expecting the money every day to pay them.

Q. How long was it after you bought the cattle before you did get the money and pay them?—A. I don't remember; the records will show; every Indian received a ticket showing the number of pounds of beef turned in; he kept until he got the money, and then he came in and got his pay. This duebill business at Fort Sill was suggested by the traders—that is, that they would pay cash if the duebills were presented them; and the same thing no doubt would have been done at Anadarko if the traders there had suggested it—that is, if there had been any necessity for it.

Q. What traders at Fort Sill suggested this arrangement?—A. Both Mr. Quinette and Paschal.

Q. Is it not a fact that Mr. Brown put in his application for renewal of license on December 1, 1896?—A. It may have been. I wouldn't be positive about it. It was in December some time.

Q. Do you keep a record of the day applications that are received?—A. Yes, sir; or the letter of transmittal. That is put on file, the date of receipt and everything.

Q. What was the date of your letter to the Commissioner in regard to the application of Brown and Strauss for renewal of license?—A. I can't give the date; can't even approximate it.

Q. About how long after was it received in your office?—A. I couldn't approximate the date or the time.

Q. Did you get a letter from D. P. Brown some time in December asking you if you had forwarded his application for renewal of license?—A. Yes.

Q. What time in December was it?—A. I can not give the date.

Q. Had you at that time forwarded the applications to Washington?—A. I am under the impression that I had—not forwarded the application, but written.

Q. Did you reply to Mr. Brown on his letter?—A. I did not.

Q. Why not?—A. For reasons of my own.

Q. Was it not official business?—A. It might have been; yes. I get lots of official business I don't answer.

Q. Will you now state, as an official of this Government, is it not your duty to answer communications on important official business such as that?—A. Well, I should say, under the circumstances, no.

Q. Will you now please state what your reasons were for not answering Mr. Brown's letter on the subject of renewal of license?—A. Simply because it is a matter of official record in my office, and, until action had been taken on any recommendation I may or may not have made, must be communicated to Mr. Brown through my superiors.

Q. Is it not a fact that the way Mr. Brown, as a trader, would get communication from your superiors would be through you, as the acting official?—A. Yes, sir.

Q. Then, if you would not reply to Mr. Brown's letter, how would he be informed?—A. He asked me about my official action in a certain matter, and until that had been confirmed or acted on by the Department he had no right to demand of me my action in the matter.

Q. Is it not true that the only matter inquired of you by Mr. Brown in that letter was simply to know whether or not his application had been forwarded, and

nothing asked as to what your actions were in the matter other than the mere forwarding of the application?—A. However that may have been, to have replied, answered any communication of that character, would have been divulging the official correspondence of my office, which no one but my superiors have a right to call for.

Q. Is it a fact that the reason you did not forward D. P. Brown's application for renewal was that you might wait to see what Brown's testimony would be in this investigation?—A. It was not. The reasons were exactly as I have already testified.

Q. I will ask you whether or not that in any communication you have stated in reference to Mr. Brown's application the subject of this investigation was mentioned or reference made thereto?—A. I stated, in reply to a letter from the Department in regard to a renewal of the Strauss license, that I might be able—this is as near as I can recollect—that I might be able to fully substantiate the reasons for which I have declined to recommend the renewal of his license the first part of the year, in January, 1896. And for similar reasons I was holding Mr. Brown's application for renewal of license; that I did not desire to forward the license or licenses with any recommendation which I wouldn't be fully warranted in making. That is the substance of the letters I wrote the Commissioner. I may have added in that letter or referred in some way to the investigation going on.

Q. Don't you remember now that you did say something in that letter in regard to the investigation?—A. Nothing more than I have stated. I couldn't say that I did or did not, positively. It is a matter of record in the Department.

(Counsel for traders asked that a telegram presented be offered in evidence and marked Exhibit S. Also, copy of telegram, which is marked Exhibit T.)

Q. You stated that you had a spring wagon cut down and made a buckboard out of it. Didn't the spring wagon then lose its identity on the property roll?—A. Yes, sir; it became a buckboard.

Q. Was it then at that time put on the papers as buckboard?—A. I couldn't say positive whether it was or not.

Q. How many buckboards have you on your papers?—A. I have one.

Q. How many have you got?—A. I have one new one that is on the papers, and one old one that is not on the papers—repaired out of an old condemned carriage.

Q. Did you have the buckboard that you repaired out of a spring wagon put on the property rolls?—A. Yes, sir; I did.

Q. Then, if I understand your testimony, you only have one buckboard on the property roll?—A. Just the one, and that is the one.

Q. Why did you conceal the name of the ambulance and its identity by putting it on your papers as a buckboard, when the only buckboard you had was already on the papers?—A. There was no such deception practiced. The ambulance was taken up as a spring wagon to replace the spring wagon that was cut down to a buckboard.

Q. What time was the ambulance put on the property rolls as a spring wagon?—A. I don't remember when. The property papers will tell you that; quite a while ago.

Q. Was it before or after the ambulance was attached in Chickasha?—A. Before.

Q. About how long before?—A. Before I went to Hot Springs.

Q. When was that?—A. That was in October some time, or earlier than that, even; I won't pretend to say the date; it was long before I went to Hot Springs, I know.

Q. The spring wagon that you had cut down as a buckboard, had it been condemned by the proper authority?—A. It had not.

Q. By what authority, then, did you dispose of it as a spring wagon?—A. I took up what you call the ambulance to replace it; the spring wagon had been broken up, and I had no material to put a new box on, and had it made into a buckboard.

Q. You stated that what I called the ambulance was put on the property rolls as a spring wagon. What do you call the ambulance?—A. I call it a wagon.

Q. What kind of a wagon?—A. Four wheels on it; tongue; its official name in the army is Daugherty wagon.

Q. Is it not a fact that this vehicle that you call a Daugherty wagon is a condemned army ambulance?—A. No, sir; it is not.

Q. Is it not a condemned army wagon, then—condemned by the War Department?—A. Condemned and sold by the direction of the Secretary of War.

Q. If you consider this ambulance Government property, why did you not place it on the rolls at the time you had it repaired—when you first had it repaired?—A. I supposed there was no necessity for it; but when I was short a spring wagon I had to have something to put in its place.

Q. Did you buy this ambulance for the Government or for yourself as an individual?—A. I paid my own money for it, and when I put the amount of repairs

that I did on it the Government had a lien on it, for I did not pay my own money for the repairs.

Q. If you are in the habit of leaving the reservation and your business to inspect and receive stock to be put in under contract, what is the necessity of letting contracts?—A. Because I am ordered to.

Q. Why not buy such articles yourself for the Government and save the profit contractors make?—A. Anyone that knows anything about the law knows that no individual can buy any kind of property at a cost to exceed \$500 without advertising for it.

Q. When you made these trips to Missouri, Kansas, and Texas, did you report to the Commissioner of Indian Affairs before or after that you have done so, or was going to do so, and for what purpose?—A. I did not.

Q. I will ask you if in the spring of 1895 you stopped a herd of horses at Anadarko which were passing through the reservation and demanded or collected toll for such herd passing through the reservation?—A. Every herd of horses, every bunch of cattle, that have gone through there or across the reservation are generally stopped if we can find them, and I require them to pay a tribute for driving them across.

Q. When you collect those do you always collect in money or checks?—A. Yes, sir.

Q. Did you ever collect any except in money or checks?—A. No, I don't recall any case of that kind.

Q. Do you know H. J. Easterwood?—A. I don't know him. I can state here that the business of stopping this stock in going across is almost invariably done by the chief of police, that is, near Anadarko; he brings the money collected and the certificate of the party to me.

Q. I will ask you if you ever received a horse as toll for stock passing through the reservation?—A. Well, I can't remember of ever receiving one; never has been anything of that kind at Anadarko.

Q. I will ask you if you remember in the spring of 1895 of H. J. Easterwood passing through Anadarko with a herd of about 30 head of horses and stopping of Mr. Dietrich's, and afterwards the police putting the horses in the Government pasture for toll?—A. I don't remember ever having seen the man or any such occurrence.

Q. I will ask you if you demanded of him at that time 50 cents a head for those horses?—A. I do not; I have no recollection.

By Mr. FECHHEIMER:

Q. Major Baldwin, you have stated in answer to a question by Mr. Monical that you had no objections to Mr. Brown suing the Indians, and you answered, "I never objected to it." Did you ever make any objection to these garnishment suits?—A. There is where the objection commenced; such a thing as that would thwart every effort that I was making in behalf of the Indians.

Q. Then I understand you to say, when you had no objections to Mr. Brown suing the Indians, you did not know that these suits that you had commenced were garnishment suits?—A. I never had no knowledge that they were garnishment suits at all; it was when that came up that I commenced opposing the garnishee in the courts; I was opposing the garnishee; I have no objection to him suing the Indians, every one of them that are in debt and didn't try to pay.

Q. Then I understand you to say that the only suits that you object to are suits garnisheeing money placed in your hands for the purpose of building Indian houses?—A. That's all.

Q. You stated in answer to a question by Mr. Monical, that this Daugherty wagon replaced a wagon which had been injured in a runaway, that belonged to the Indian Department, and that the injured wagon was cut down to a buckboard. Now, has any loss to the Government occurred by reason of your presenting that wagon to the Government to replace the one injured in the runaway?—A. Not only been no loss, but the Government is ahead a buckboard.

Q. Please explain what you mean in your letter of August 20 to the Commissioner of Indian Affairs, which is part of Exhibit E, in this testimony, in reference to the license of Dudley P. Brown, in which you state: "I shall not approve of the renewal of the traders licensing in the future unless they stop trusting and selling the Indians goods on credit;" did you mean Mr. Brown alone, or the other traders also?—A. I meant all of them.

Q. Did you mean by that that they should stop entirely and wholly from selling Indians goods on credit or simply limit the amount they credited to Indians according to the ability of the Indians to pay?—A. They should not credit beyond the ability of the Indians to pay, and that was my meaning, and is shown by the indorsements I put in the application for renewal of licenses of traders.

Q. You are charged here with drinking whisky at different times by some of the evidence introduced in this case; what have you to say on that subject?—A. I have already answered for several special cases that have been cited; while I do drink, I don't believe that I often drink to excess; I never do when I am on duty.

By Mr. MONICAL:

Q. I want to ask you, Major Baldwin, as you stated in an answer to a question by Mr. Fechheimer, that by your remarks made in a letter to the Commissioner of Indian Affairs, August 20, 1896, in a letter in reference to D. P. Brown, that you did not mean that the traders should stop entirely and wholly from selling Indians goods on credit, why you stated positively to that effect in the letter mentioned in regard to Mr. Brown?—A. That remark does not refer to D. P. Brown alone; it says "traders."

Q. Did you mean it for all the traders?—A. Yes, sir; to all the traders. I meant it just as I have explained in my testimony twice before.

Q. Why didn't you say then in that letter what you are saying now that you meant?—A. I modified that express there since by my official action. In trying to stop this credit system, I had not intended to stop it entirely.

Q. Then I understand that you did mean what you said at the time you wrote it?—A. No; you don't understand anything of the kind. I explained what I meant.

Q. Then why did you not explain at the time you wrote what you meant, as your language did not convey your idea?—A. That expression was stronger than was intended; my correspondence prior to that and since that has modified it entirely, and shows that the expression was stronger than it seemed to me.

Q. The spring wagon that was broken up in the runaway, by whose fault was this damage to the wagon; was it yours or not?—A. I was responsible for the wagon, but if I remember right I wasn't in the wagon; it was Mr. Smoot or some other employe that was driving it.

Q. How was you responsible for it?—A. I am responsible for every piece of Government property on that reservation; I wasn't responsible for the breaking of the wagon.

Q. Would you have been compelled to pay for it when a subordinate had destroyed it or damaged it?—A. No, sir; it was an unavoidable accident.

Q. Then why did you replace it with a vehicle of greater value for which you had paid your own money?—A. I have already explained that in evidence, and I can no more than repeat positively what I said before.

FRANK D. BALDWIN,
Captain, Fifth Infantry.

Subscribed and sworn to before me this 5th day of January, 1897.

P. McCORMICK, Inspector.

Whereupon the testimony was closed.

DEPARTMENT OF THE INTERIOR,
Washington, January 23, 1897.

The COMMISSIONER OF INDIAN AFFAIRS.

SIR: I forward herewith a report by Inspector Province McCormick, made on his inspection of the Apache, Kiowa, and Comanche Agency. You will observe the inspector makes a report concerning the condition of the agency, and also a report concerning the special charges which had been preferred against Capt. F. D. Baldwin, acting Indian agent. The report concerning the condition of the agency shows very great negligence on the part of the agent concerning the proper custody of Government property and the legitimate uses thereof. It shows gross violation of the rules promulgated by the Indian Bureau for the guidance and government of Indian agents and agency employeese; it condemns as unwise and unjustifiable the abandonment of the Kiowa school, and declares the expenditure of \$70,000 for the erection of the new school at Fort Scott as a wasteful expenditure of Government money and an improper application of grass money belonging to the Indians.

Attached to this report is a statement made by Mr. A. W. Hurley, clerk at the Ponca Agency, who was by authority of this Department detailed to assist Inspector McCormick in his work at the Kiowa Agency. Mr. Hurley's statement, which Inspector McCormick adopts as part of his report, and thoroughly indorses, clearly shows great inefficiency on the part of the chief clerk at the agency and carelessness on the part of other employeese.

I also forward the report of Inspector McCormick on the special charges made against Captain Baldwin. You will observe that he considers that six of the charges have been substantiated. I have not had time to examine in detail the testimony taken at the trial of these charges, but it is submitted herewith in full and referred to you for examination.

There are numerous findings of import other than those mentioned above. It is my desire that you examine both reports and make your own report to me thereon, together with your recommendation, at the earliest practicable date.

Very respectfully,

D. R. FRANCIS, *Secretary.*

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, January 19, 1897.

THE SECRETARY OF THE INTERIOR.

SIR: I have the honor to transmit herewith a communication from Capt. F. D. Baldwin, acting Indian agent, Kiowa Agency, Okla., under date of the 16th instant, relative to an investigation about to be made at his agency, for your information.

Very respectfully,

D. M. BROWNING, *Commissioner.*

KIOWA, COMANCHE, AND APACHE AGENCY,
Anadarko, Okla., January 1, 1897.

Hon. D. M. BROWNING,
Commissioner of Indian Affairs.

DEAR SIR: We, the undersigned, natives of the Kiowa and Comanche Reservation, would most respectfully submit to your just consideration our protest of the charges now being made against our good and honorable agent, Maj. F. D. Baldwin.

We are all so well contented with all his acts in regard to all his transactions with us (Kiwias and Comanches) that we request of you to still retain him where he now is as our agent.

As efforts are now being made by some meddlesome whites to remove him, by the names of Dudley P. Brown, C. A. Cleveland, who are Indian traders, and others intermarried among our tribe (Kiowa and Comanche), and have, as we believe, by threats and bribes of different kinds, made a few followers of those who do not understand or speak the English language. They (the whites) have told these poor foolish followers that Major Baldwin is not treating them right, and should be removed, etc.

All and every one of these who are making charges are men who came among us poor and have made all they now possess from the soil of our tribe.

And because our good agent has done the right things for us, and not as they have been in the habit of having our former agents do for them, is the only cause of their untimely wrath.

And we would further say that all our former agents have, in a way, give some few the reins of trading and doing as most suited them, to the detriment of all the tribes.

But not so with our present agent, who has reserved the lines and in favor of the general welfare of the majority of the tribes.

And to-day we are holding council with no white people present, and want you to listen to what we have further to say.

We wish to defend our agent, as he has been wrongfully accused, and that his accusers be removed is what we want.

And we want to say that before this agent came, when we got beef issued to us they were so poor that they would fall down as soon as they came out of the chute.

And I, Water Man or Tan ke he, being a full-blood Kiowa, and chosen a witness to what has been said, and know it to all be the truth written in this letter.

We are Kiowas, and the majority of the said tribe and of the Comanche are in favor of the agent, and want him to still be our agent.

He has done many good things for our benefit.

The squaw men used to have everything their own way, and now they all have to pay 6 cents per acre for all pasture lands above what is allowed for their own cattle.

The money that is paid by them is equally divided among all the Indians, and paid with the rest of the grass money.

Our agent asked us to give a portion of our money to build a new schoolhouse, which we thought was one of the best things we could do with it, and we gladly consented.

We want our children to have a good school, and it would be better than to have them scattered around all over the reservation in mission schools of every description.

These mission schools do not do much good; only raise stock and farm for themselves. They do not care for the Indian children, only for the money.

And we also have good houses that have been built by his management.

We have larger and better fields and stay at home better than a couple of years ago.

You do not know what trouble these squaw men and two traders are trying to make. And we think the best thing to do would be to remove them. We ask in the general welfare of the Kiowa, Comanche, and Apache Indians.

Their names are, Jimmie Jones, married to a Kiowa woman; George W. Conover, married to a Mexican woman captured by the Comanches when a child; William Dietrich, married to the daughter of this Mexican captive, and have six children, all holding land, which if carefully looked into will find they have no right to.

Mrs. Conover also has six children, two of which are married to whites and have children, all holding land.

Since they are making so much trouble we think they ought to be glad they have not been molested. But now we want you to give this careful attention, and will say more, that we don't want them here.

Also the two traders before mentioned.

We do not know how to write a letter like the whites, but we speak our thoughts.

And after this, when you get letters, don't listen what they have to say. They do not tell the truth, and have hired Chad le Kaun ky, Lone Wolf, and Co mat ty to talk about things they would not say if it was not for things given them by these said squaw men.

We will now give our names:

Ape a tone, Paul Sait Kop eta, Arthur Ke at tigh, To ke he (or Water Man), Hon Zip ti, Pal ta, Em mo ah, Ba sto e o (or Cat), Belo Cozed (returned pupil), E quo hote, Che ah, Ahi ah, Hunting Horse (or Che tone), Ta na tone (or Eagle Tail), Pau ah, Goom bi, Hong P (or Fish Hook), Pau gool (or Red Buffalo), Koh ty, Pa o (or Three Whiskers), Ho ob Con, Chort pa chat (or James Ahatone), Frank Bossin (or Buzzard), Paddy (Kiowa captive), Al pa go eti, Ta bo hone, Gorni da (or the Wind), Chau Ga, Doy ah (or Allie Kohty), Cha ka, Ti al ah (or Morning Star), Gool al, At Co, Poor Buffalo (Pan tall), Goot Coy (James Waldo), Black Buffalo (Pau Con ky), Se low, Ta bene mah, Asa, White Buffalo (or Pau ti), Ti Co ban, To paun, Goo e ban, John D. Jackson (or T), John Apache (Head Chief), Saddle Blanket, Wat tau na, Ta ha do, Little Pony, Lal Cool e, Loon ta, Chu lie, Ko sit, Mo ha he.

(The above names all signed by mark.)

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, February 27, 1897.

The SECRETARY OF THE INTERIOR.

SIR: I have the honor to acknowledge the receipt of your communication of 28th ultimo, transmitting, for examination, report, and recommendation, reports by Inspector Province McCormick on the condition of the Kiowa Agency in Oklahoma, and charges against the acting agent, Capt. Frank D. Baldwin.

These reports, the mass of evidence, and all the papers submitted therewith, have been carefully examined by this office, and I now respectfully return them, and submit for your consideration the following:

GENERAL REPORT ON AGENCY.

The inspector says the agency is very poorly policed, and streets and inclosures are covered with old tin cans, paper, sticks, and other rubbish, and that the buildings, except agent's residence and new office and commissary, are dingy, dirty looking structures, much in need of repairs and paint. There is no evidence submitted in support of these statements, and the acting agent says in his reply to

charges, which is also submitted herewith, that from the time the inspector arrived at the agency until he left, a per capita payment and issue of annuity goods was being made to the Indians, and that, owing to the presence of a large number of Indians, it was impossible to keep the grounds properly policed just at that particular time. He further says that a supply of paint for renovating the agency buildings was on hand at the time of the inspector's visit, but since its arrival the weather had been too inclement to have the work done. It is a fact well known to this office that most of the buildings at this agency are old, of very poor character, and poorly arranged; but it is not entirely the fault of either the present acting agent or any of his predecessors that this condition exists. The treaty under which the Indians of this agency are furnished with annuity goods and supplies will expire in 1898, and an agreement with them looking to the allotment of their lands in severalty and the practical abolishment of the agency is now pending ratification by Congress. For these reasons this office has not considered it advisable to authorize any extensive repairs or improvements to said buildings. These explanations appear to relieve the acting agent of responsibility for the conditions referred to, and I therefore recommend that the complaints be dismissed.

The inspector says that full-blood Indians are doing very little in the way of farming, most of the work in this line being done by white men who have married into the tribes or adopted Indian children for the purpose of acquiring a right to cultivate Indian lands, and most Indians who are farming are doing so by proxy. There is no evidence in support of these statements, but the acting agent contradicts them, and says it is the full-blooded Indians who are making the best and most rapid strides toward civilization. The inspector's opinion in this matter does not appear to have been founded on a personal knowledge, gained by visiting the different parts of the reservation, but rather on what he has been told, and even if he had traveled extensively over the reservation, the time of year—December and January—was not very favorable for determining what work was being done in the way of agriculture. For these reasons and the fact that Captain Baldwin is in a better position to determine what is being done by the different classes of Indians, I am inclined to attach more importance to his opinion than to that of the inspector, and recommend that this complaint also be dismissed. No very extensive farming operations are being engaged in by any of these Indians, either full or mixed bloods, but this office is satisfied that Captain Baldwin has accomplished some valuable work in getting the Indians located on lands which in all probability will eventually be allotted to them in severalty, and influencing them to substitute houses for teepees.

The inspector says the two mills, one at the agency and the other at Fort Sill, are not kept running, and recommends that they be abolished and the employees provided for them discharged, thus saving what he considers a useless expenditure of about \$500 per month. There is no evidence in support of this statement. The acting agent, however, does not attempt to deny that there is no necessity for keeping the mills in constant operation, but says that when the services of mill employees are not required for the purpose for which they are specifically authorized they are kept busy with other necessary work about the agency. As long as there is any considerable amount of grinding or sawing to be done at these mills, it would, in the opinion of this office, be bad policy to shut them down entirely, and if the Department is satisfied that the employees can be profitably employed at other work when they are not needed at the mills, as stated by the acting agent, I recommend that they be retained in the service and the present policy of running the mills only when necessary be continued.

The inspector says the office portion of the new commissary, recently erected at a cost of \$3,400, is very conveniently designed, but the whole building is indifferently constructed, and a large portion of the material used is very poor. There is no evidence to support these statements, and the acting agent denies them emphatically. The inspector does not assert that better material than that used could have been obtained for the price paid. There seems to be merely a difference of opinion with regard to this matter, and as Captain Baldwin is no doubt better advised as to the character of material used, and was present while the building was being constructed, I am inclined to attach more weight to his statement than to that of the inspector, and therefore recommend that this complaint also be dismissed.

The inspector says the warehouse is filthy and supplies are piled in a very careless manner, no attention apparently being paid to order, convenience, or care; that everybody has a key to everybody else's doors, and all have keys to commissary and are permitted to enter it at any time they see fit. R. E. L. Daniel, issue clerk and inspector, says in his testimony that there are, he thinks, about a dozen

keys that will unlock the warehouse, and the way the warehouse is managed it is possible for public property to be appropriated for private use. The acting agent, in his testimony, says if it is true that there are a great many keys to warehouse, it is not with his knowledge and consent. So far as he knows, there is only one key to warehouse where the commissary goods are kept. In considering the condition of the warehouse and disorder in which the goods appeared at the time of the inspector's visit. I am inclined to think that allowance should be made for the fact, already shown, that the annual issue of annuity goods was then in progress, and at a large agency like this, where there is such a large quantity of supplies issued, it is a very difficult matter to keep the goods in order.

The matter of the keys is, however, in my opinion, more serious. There appears to be no doubt that there are more keys to the warehouse than necessary, and some of them are in the hands of persons whose duties do not require that they should have access to the said building. I do not think, however, that the acting agent, although he is, of course, accountable for all public property at the agency, should be held personally responsible for the condition of affairs above noted. It is obviously necessary for him to rely to a certain extent upon his subordinates for the proper care of Government property, and it seems to this office that it was the duty of Mr. R. E. L. Daniel, who, by his direction, had immediate charge of the warehouse, to report the fact to the acting agent as soon as he learned that persons whose duties did not require them to have access to the warehouse had keys in their possession. I therefore recommend that the complaint as to the condition of the warehouse be dismissed, and in view of the order issued by the acting agent under date of February 13, 1897, a copy of which is submitted herewith, in which he places Miles Norton, assistant clerk, in charge of the warehouse in place of Daniels, and gives directions for calling in the extra keys, that no action be taken in this matter either.

The inspector says some time ago the acting agent purchased at a condemned sale an army ambulance. Vehicle was in very poor repair, but he had it put in good shape by agency mechanics. One day while in Chickasha his ambulance was levied upon for debt. To avoid judgment he had the vehicle taken up on retained property accounts as a buckboard, but it does not appear on papers sent to Washington.

The testimony of Miles Norton, assistant clerk; Fred Schlegel, agency blacksmith; H. P. Pruner, agency carpenter; M. M. Beavers, United States commissioner at Chickasha; L. D. Stone, constable of Chickasha, and J. W. Speake, deputy clerk, United States court at Chickasha, appears to substantiate the fact that the vehicle in question was the individual property of the acting agent, that he had it repaired at Government expense, and that it has recently been taken up on his property accounts as Government property. The acting agent himself admits these facts in his testimony, but states in defense of his action that he has always used the vehicle for official purposes, considered it Government property, and had it taken up on his returns before it was attached. Inasmuch as this vehicle has been used constantly by the acting agent in traveling on official business—and there is no evidence submitted in contradiction of Captain Baldwin's statement to that effect—his action in having it repaired by Government employees at the agency shops, while slightly irregular, does not appear to have been injurious to the interests of the Government or the Indians, and I do not believe that there was any attempt or intention on the acting agent's part to defraud, or that he derived any individual benefit from the transaction. In view of the fact that repairs to the value of between \$50 and \$75 were made to this vehicle at the Government's expense, I can see no reason for objecting to the acting agent taking it up on his returns as Government property if he sees fit to do so. There is no conclusive evidence to show that his action in this matter was taken to avoid payment of a debt, but granting that to be the case, in view of the claims the Government has upon the vehicle, I am of the opinion that its seizure and sale to satisfy a judgment obtained against Captain Baldwin in his individual capacity would have resulted in a loss to the agency, and therefore recommend that this complaint also be dismissed.

The inspector says that Riley Robbs, a negro, was employed and paid from October 30, 1895, to May 21, 1896, as agency wood chopper, but was used all the time as the agent's private servant. There is no evidence submitted in support of this statement, except that of Captain Baldwin himself, who admits that he used Robbs as a private servant, but says he had Robbs's official duties performed by his own servant. In other words, there was simply a temporary exchange of duties between his personal servant and a Government employee. The acting agent, in his reply to charges, explains the whole matter in the following language: "Riley Robbs was borne on the rolls. A portion of his time he was at the Government

stable taking care of stock. At the time he came to my house there was a very fine mare, which had been received under contract and belonged to the Government. She was in that condition that it was not advisable to have her with the agency stock, hence I brought her to the barn, which was back of my own quarters, and had Robbs come there to take care of her. At the same time I sent an Indian, whom I was employing and paying \$15 a month, to the stable to take his place." This transaction was somewhat irregular, but it does not appear that the interests of the Government suffered at all by reason of it, and I therefore recommend that the complaint be dismissed.

The inspector says that John Sullivan, a white man, was nominated as assistant farmer, but was not approved permanently because the place was authorized for an Indian. The agent was directed by the Indian Office to relieve him and did so, but renominated him as Cal ke pop, Indian, and he is now so carried on the rolls and paid. He has no Indian blood in him. John Sullivan says in his testimony that he is a white man, but has generally been known among his associates as a Chickasaw Indian. Captain Baldwin states, in his answer to charges, that he employed this man as assistant farmer thinking he was an Indian, but as soon as he learned otherwise he caused him to be discharged. This explanation appears on its face very plausible, but it does not accord with the facts in the case, as they appear of record in this office. John Sullivan was first nominated as a white man to fill a position authorized for an Indian. The nomination was approved temporarily by this office, so that Sullivan could be paid for the services actually rendered by him; but the acting agent was instructed to relieve him at once and select a suitable Indian for the place. His relief was submitted to take effect August 8, 1896, and Cal ke pop, described as an Indian, nominated for the place, to take effect August 14, 1896. The testimony of John Sullivan seems to establish beyond a doubt that he and Cal ke pop are one and the same person. If, as Captain Baldwin testifies, he employed Sullivan with the impression that he was an Indian, why was he appointed as a white man, and why, after his attention was called to the matter by this office, did he renominate him as an Indian under another name? The acting agent states that when he learned this man was white, he caused him to be discharged. He may have been relieved from duty since the inspector's visit, but his relief has not yet been reported to this office and, as far as the records here show, he is still on duty. This is, in my opinion, a very irregular transaction, and I recommend that the acting agent be reprimanded for the course he has pursued in the matter and required to report the discharge of Cal ke pop to this office at once.

The inspector says cattle are still issued to Indians on the hoof, which practice could and should be stopped. It has been the policy of this office to have beef cattle issued to Indians from the block, instead of on the hoof, wherever practicable, but it is very doubtful whether it would be advisable to make such a change at the Kiowa Agency now, for the reason that, as hereinbefore stated, the treaty with the Indians under the provisions of which they receive subsistence and annuity supplies, expires in 1898, and if no issues are to be made to them after that date, it would hardly pay to go to the expense of erecting the slaughterhouses and employing the extra butchers that would be required in carrying out such a reform. I therefore recommend that this complaint also be dismissed.

The inspector refers to certain school property which has been loaned by the acting agent to the new Presbyterian Church recently erected on the reservation. The acting agent, in his answer to charges, admits loaning property to this church, but says it was done entirely in the interests of the Government, as the property was not in use and he considered it would be better to allow the church to use it until it should be required for school purposes, especially as the people of the church offered to clean and varnish it. I am inclined to agree with Captain Baldwin that this arrangement will not result in any loss to the Government as long as the property in question is carried upon the acting agent's accounts and he is held accountable therefor. I therefore recommend that this complaint also be dismissed.

The inspector says there are more clerks in the office than necessary and that the business of the office could be conducted by a chief clerk, an assistant clerk or typewriter, a property clerk, and a storekeeper.

The clerical force of Kiowa Agency consists at present of 1 clerk at \$1,200, 2 assistant clerks at \$720 each, 1 storekeeper and issue clerk at \$720, 1 issue clerk and inspector at \$600, and 1 property and forwarding clerk at \$600 per annum. Besides this, it has been shown by testimony adduced in this investigation that M. T. Wallin, employed as a farmer, and Anna M. Mendenhall, field matron, have both been required to work in the office a certain portion of the time. The acting agent says, in his answer to charges, that if there are more clerks in his office than necessary, no one will know it sooner than himself, when any labor not required will be dispensed with. I am of the opinion that if all the clerks were as efficient in

the discharge of their duties as they should be and a better system was introduced in the office work—matters which will be referred to later on—the services of some of them could be dispensed with without injury to the service. I recommend, however, that the positions now authorized be continued for the present in the hope that a change in the chief clerkship, which will be recommended later on, will result in such a systemization of the work and improvement in the methods employed that the services of some members of the force can be dispensed with without retarding the work of the agency, as I am convinced would be the case if they were relieved under the present circumstances.

The inspector considers the abandonment of the Kiowa school (sometimes called the Washita school) and condemnation of the school building a folly of the grossest type and a wanton waste of money and property. He says repairs to the amount of \$1,000 or \$1,500 would have put this building in good condition. The testimony submitted in support of these statements is conflicting, but the preponderance of evidence proves conclusively, in the opinion of this office, that the building was in an unsafe condition and unfit for occupation for school purposes, and that the cost of putting it in a state of good repair would have been almost if not quite equal to the cost of a new building. The agency physician testifies also that the location of the building is unhealthy.

In this connection I invite your attention to the following extract from a letter addressed to this office by the Department under date of February 9, 1895, which shows the condition in which the Washita (or Kiowa) school building was reported to be at that time: "There are five frame buildings; sanitary condition of the main one is not good; poorly ventilated; basement floor on the ground and of wood instead of cement; plastering broken in many places; is a fire trap, although there are two fire escapes and two stairways; kitchen is entirely too small; can be enlarged by moving the bakery, which should be done; stable almost worthless, a new one badly needed." In addition to the foregoing this office has information of a personal nature to the effect that this building was unsafe and unfit for occupation by an Indian school. In view of the evidence submitted and the statements quoted from Department letter referred to and the fact that Captain Baldwin was morally responsible for the safety of the children and others occupying this building, this office is of the opinion that instead of being censured he should be commended for his action in abandoning the building at the time he did, and I so recommend.

The inspector says further, with reference to the Kiowa school building, that it is now open and property therein to the value of several thousand dollars is accessible to all and is being carried away by any and all who see anything they want. There is no evidence to support this statement except that of Dudley P. Brown, Indian trader, who admits that he is not on friendly terms with the acting agent and displays ill feeling throughout his entire testimony. Captain Baldwin testifies that when the building was abandoned, there was no place to store the property, so it was left there and is being stored away elsewhere as rapidly as places can be found for it. He says, further, that the building and property have, ever since the abandonment of the school, been in constant charge of employees, who have orders to let nothing be taken away except by employees authorized to receive it. I am convinced that the statements of the inspector with regard to this matter are not sustained by the evidence and therefore recommend that the complaint be dismissed. In connection with this matter it should be borne in mind that the acting agent is held accountable for all Government property for which he is responsible, and if, when his final accounts are settled, any shortages appear he will be required to make good the loss.

REPORT ON EMPLOYEES.

The inspector says with reference to Capt. Frank D. Baldwin, acting agent, that he is incompetent, his habits are very bad, he is drinking constantly, is no business man, which is fully demonstrated by his conduct of affairs at agency, and should be relieved. This matter will be considered later on in connection with charges against Captain Baldwin.

The inspector says of S. A. Johnson, agency clerk: "A very incompetent man; habits not of the best; education limited; too careless and negligent for such a place as this; should be relieved at once and an efficient man sent in his place." There is no evidence submitted in support of these statements, but they are, in the opinion of this office, sustained by the report of A. W. Hurley, clerk at Ponca Agency, Okla., who, by direction of the Department, was detailed to assist the inspector and made a thorough examination of the office, the system employed therein, and the condition and method of keeping books and accounts. In further proof of the inefficiency of the agency clerk, I refer to the condition of accounts

and other papers received in this office from Kiowa Agency, and to the report of Inspector Duncan, dated June 24, 1896, which is on file in the Department.

When Inspector Duncan's report was received at this office, the acting agent's attention was called by letter to the remarks made therein concerning Mr. Johnson, and he was advised that this office had been aware for some time that the clerical work performed at his agency was not up to the standard of neatness and accuracy, but had been unable up to that time to determine officially who was responsible for the shortcoming. To this Captain Baldwin replied, under date of September 7, 1896, that Mr. Johnson was a lifelong friend and comrade of his; he had implicit confidence in him; the defects in his papers could be attributed to the overworked condition of the clerical force, and the impression of irregular habits to the fact that he was a constant sufferer from two severe wounds received in battle in defense of his country. The acting agent did not think, in view of his great responsibility and the fact that he could not have the same confidence in a new clerk, that the service would be benefited by a change, and Mr. Johnson was permitted to remain. Mr. Hurley says the clerk spends half of his time answering exceptions, the larger portion of which are the result of clerical errors, and the other half looking for papers he has mislaid himself and recounting stories of his life as a soldier. The clerk stated to him that he had never read the regulations through, as they are too dry reading. Mr. Hurley thinks, notwithstanding all this, that Mr. Johnson is a very good man, and a letter from the Department concerning irregularities would do him a wonderful amount of good.

I do not concur in the opinion of Mr. Hurley last stated, but believe the interests of the service now demand that Mr. Johnson be removed and a competent and experienced clerk sent to take his place, and I so recommend. I would be loth to recommend the removal of an old soldier, especially one who is suffering from wounds received in defense of his country, as long as he is reasonably efficient in the discharge of the duties required of him, but I do not think a man should be continued in the service, especially in such a responsible position, solely on the ground that he is an old soldier, was painfully wounded in battle, and is a personal friend and comrade of the acting agent.

The inspector says of M. T. Wallin, farmer: "Character, education, and personal habits, good; is a physician by profession; has never farmed at this agency; does clerical work all the time; not very proficient at that." There is no evidence submitted in support of this statement, but it is well known to this office, from correspondence and other papers on file here, that, although carried on the rolls and paid as a farmer, Mr. Wallin has been employed a large portion, if not all, of his time in the office. There was a vacancy last summer in the position of assistant clerk, to which the acting agent desired to transfer Mr. Wallin from the position of farmer. He was consequently given a noncompetitive examination by the Civil Service Commission at the request of Captain Baldwin and on recommendation of this office, but failed to pass, making a general average of only 0.2628. Mr. Wallin and Captain Baldwin married sisters, and it looks very much to this office as if the latter is carrying an incompetent man upon the roll of employees simply because of their family connection. I therefore recommend that Mr. Wallin be discharged.

The inspector says of E. F. Burton, storekeeper and issue clerk: "Character, education, and personal habits, fair, and considered only fair employee. Could be improved upon." Mr. Burton was appointed October 13, 1893, upon the recommendation of Hon. J. D. Richardson, of Tennessee, to be chief clerk at Kiowa Agency, and served as such until May 20, 1894, when, upon a report concerning his efficiency and recommendation of Lieut. Maury Nichols, then acting agent, he was reduced to the position of assistant clerk. Although a very intelligent man, I am satisfied he is not as active or competent even as assistant clerk as he might be, but it is not thought that sufficient incapacity has been shown to warrant his dismissal, and I recommend that he be retained in the service.

The inspector says of Anna M. Mendenhall, field matron: "Character, education, and personal habits, excellent; too young for the work she has to do. Does considerable work and spends much time around agency looking after welfare of policemen and families." I do not consider the complaints against this employee sufficiently serious to justify her removal and recommend that she be retained in the service.

The inspector makes no complaints against any of the other employees.

REPORT OF A. W. HURLEY ON CONDITION AND MANAGEMENT OF OFFICE.

The condition of the books and records described by Mr. Hurley and the system, or rather lack of it, found in the office is attributable, in his opinion and also in that of this office, to the inefficiency of the agency clerk, whose dismissal has been

hereinbefore recommended. The acting agent necessarily has to leave the details of office work to the management and supervision of his chief clerk, but he must have been aware, notwithstanding he professes to have implicit confidence in Mr. Johnson, of the loose, unsystematic, and incorrect manner in which the office business was conducted, and should therefore be censured for recommending the retention of an incompetent man in such a responsible position for purely personal reasons. His own interests, as well as those of the Government, demand that he should have a more efficient clerk, but his personal friendship and sympathy for Mr. Johnson appear to outweigh his sense of responsibility for the proper preparation of accounts and keeping of official records.

Mr. Hurley says the commissary is loosely kept and employees are allowed to use public property for private use. This matter will be considered later on in connection with the fourth charge against Captain Baldwin—"Appropriation of public property to private uses."

Mr. Hurley says subsistence supplies are sold and not accounted for on Abstract E. The only evidence bearing on this statement is that of R. E. L. Daniel, issue clerk and inspector in charge of warehouse; Miles Norton, assistant clerk, formerly in charge of warehouse; S. A. Johnson, agency clerk, and Captain Baldwin himself, all of whom testify as to supplies having been sold to a man named Kelley, who was cultivating the agency farm, but not carried on the rolls as an employee. This man received no salary, but it appears was allowed to cultivate the agency farm as an object lesson to the Indians and appropriate what was produced thereon as compensation for his work—a plan which, as it was not at all certain that the farm would produce enough to pay the salary of a farmer, appears to this office to have been decidedly in the interests of the Government. Kelley, it seems, was without funds wherewith to provide the necessaries of life, and Captain Baldwin ordered the employee in charge of the warehouse to sell him such supplies as he might need and charge the same to his (Baldwin's) account. This office is satisfied from the evidence that, although these supplies were not all charged in the quarter in which they were purchased, they were all eventually charged to and paid for by Captain Baldwin. Under these circumstances I do not see that any fraud was practiced or intended or that the interests of the Government or Indians suffered by reason of the transaction, and therefore recommend that this complaint also be dismissed.

Mr. Hurley says he found a number of informal grazing leases, mostly with squaw men, that had not been submitted to this office for action, and that there are others with large cattle dealers, but they are kept in the agent's private desk. There is no reason known to this office why there should be any grazing leases of the character described—in other words, why all leases should not be submitted to this office for its consideration and approval if found satisfactory. The information contained in Mr. Hurley's report, however, is somewhat vague on this subject, and there is no evidence to throw any light on it. I am therefore unable to make an intelligent report concerning this matter at present, but will call upon Captain Baldwin for additional information on this point, and also concerning the lease with John Light referred to by Mr. Hurley, and submit his reply with a suitable report to the Department at a later date.

The irregularity of money taken up on cashbook as having been received for privilege of driving stock across the reservation, referred to by Mr. Hurley, will also be referred to Captain Baldwin for further explanation and form the subject of a future report.

Mr. Hurley says further that negroes are paid for supplies on Indian rolls, white men receive money for supplies furnished by them under Indian names, and Indians receipt for money they never see. These are very general statements. As no evidence is submitted in support of them, and no specific instances wherein such irregularities occurred are cited, I respectfully recommend that these complaints also be dismissed.

CHARGES AGAINST CAPTAIN BALDWIN.

First. Excessive drinking.

The evidence bearing on this charge is conflicting. Summing it all up, and taking into consideration the reliability of witnesses and their relations to Captain Baldwin, I am convinced that he is what might be termed a habitual drinker, and has, upon at least two occasions during his administration as acting Indian agent, been under the influence of liquor to an extent that incapacitated him for the proper discharge of his official duties. A number of reliable witnesses testify that they have never seen Captain Baldwin when he was perceptibly intoxicated, but all such evidence is negative in its character and should not be given the same weight as the testimony of those witnesses who state positively that they have seen him and been with him on occasions when he was incapacitated for duty by reason

of excessive drinking. When Captain Baldwin was in this city a short time ago he acknowledged verbally that he was a drinking man, but expressed the intention of letting intoxicating liquors alone in the future. I recommend that he be reprimanded for his past conduct in this regard, but that no more serious action be taken at present, in view of his promise to break off the habit of drinking.

Second and third. Irascibility of temper and unreliability in official dealings.

I do not consider these charges sustained by the evidence, the preponderance of testimony as well as the relations existing between the witnesses and Captain Baldwin going to show that he is pleasant to do business with and reliable in his official dealings.

Fourth. Appropriation of public property to private uses.

The loaning by Captain Baldwin of certain Government property for use of troops under command of General Miles, referred to by the inspector, does not appear to come properly under this charge. There seems to be no doubt, from the testimony of R. E. L. Daniel, issue clerk and inspector; Capt. H. L. Scott, United States Army, who was in command of the military escort to General Miles, and Captain Baldwin himself, that the supplies referred to were loaned as stated, but it also appears an established fact that the property in question has either been or is being returned as needed by the Army commissary at Fort Sill. This was undoubtedly an irregular transaction, but there appears to be nothing in it but the extending of a courtesy by Captain Baldwin to the War Department, and it has not been shown or claimed that it resulted in any loss to the Government or Indians.

The only testimony bearing directly on this charge appears to be that of Captain Baldwin himself, who admits that he has some Government property in his house. He says he found some of it there when he took charge of the agency, and has taken some more since to fit up a room for use of inspectors and other guests. It is doubtful if an agency can be found in the service where there is not more or less of Government property in use at the residences of the agents and employees. At all Indian schools the quarters of the superintendent and employees are furnished at the Government's expense. Moreover, there is nothing in the regulations prohibiting a judicious use of Government property in this way. In view of these facts I am not inclined to make an exception in Captain Baldwin's case, and therefore recommend that this charge also be dismissed.

Fifth. Collusion with John Light to defraud the Government in the purchase of certain heifers.

I am satisfied that this charge is not sustained by the evidence. A number of witnesses testified that the price paid was exorbitant, and the grade of cattle received was inferior to that prescribed in the contract; but there is also evidence to show that the cattle were fully equal to the requirements, and that about the time the contract with Light was made 1 and 2 year old heifers were purchased under contract by Captain Scott, United States Army, in charge of the Chirachuhua Apache prisoners of war at Fort Sill, at an average price of \$17 a head.

It is also clear from the testimony that there was a decline of from \$3 to \$5 per head in the market price of cattle between the date of awarding of the Light contract, January 28, 1896, and the date of delivery of the heifers, May 7, 1896. This whole matter was thoroughly investigated by Inspector Duncan before payment for cattle was made, and he telegraphed to this office under date of June 24, 1896, as follows: "Light has fully complied with his contract for delivery of heifers; no fraud; ought to have his money." His report and the testimony submitted therewith, subsequently received, in the opinion of the Department, this office, and the accounting officers of the Treasury sustained the conclusions of the inspector, and Mr. Light's claim was thereupon allowed. I do not see that any material facts are brought out by this investigation that have not already been considered, and there are no facts presented to prove that there was any collusion between Captain Baldwin and John Light or that the former received any personal benefit, either financial or otherwise, from the transaction. I therefore recommend that this charge also be dismissed.

Sixth. Collusion and fraudulent agreement with John Ellis to build Indian houses.

There is no evidence submitted in support of this charge, and I therefore recommend that it be dismissed.

Seventh. Irregular withholding money from Indians for purpose of building houses and failing to account for same.

The evidence submitted does not sustain this charge, and I therefore recommend that it also be dismissed. The only statements to the effect that money has been collected or withheld from Indians without their consent are contained in the testimony of the traders, none of whom speak from personal knowledge, but say certain Indians told them such was the case. Captain Baldwin admits that he has

received money from Indians for the purpose of building houses, and that he has between \$6,000 and \$6,500 in his hands now for that purpose. He has not given the Indians receipts for this money for reasons which appear satisfactory to this office, but says he has a book especially for the purpose and keeps an account with each individual Indian. He also says, and he is corroborated by M. F. Long, farmer at Rainy Mountain, that he gives them credit on their ration tickets for amounts deposited. Moreover, he has, since this investigation, furnished for the information of this office an itemized statement showing the amount of money he has received from each individual Indian, and promised to file such a statement with his accounts for each quarter hereafter.

A number of houses have been built for the Indians in this way, and the work will no doubt be prosecuted further when the lumber, to be furnished by the Government, is received. Instead of censuring Captain Baldwin for the course he has pursued in this matter, he can not, in my opinion, be too highly commended for his laudable and surprisingly successful efforts to induce the Indians to abandon their tepees and establish themselves in comfortable houses, built, as far as the labor is concerned, with their own money. This plan of building houses for such Indians as desire them and are willing to pay for the labor themselves has heretofore been considered and approved by both the Department and this office, as is evidenced by the fact that lumber has been and is being furnished by the Government for the purpose of carrying it out.

Eighth. Presenting false vouchers.

Voucher No. 25 to the cash accounts of Captain Baldwin for the first quarter, 1896, shows the purchase of 46 bushels of oats, at 50 cents per bushel, purchased from John A. Coltan & Co., of Chickasha. John Coltan testifies that, although the voucher is for oats, Captain Baldwin purchased bran. Captain Baldwin testifies that he doesn't know Coltan and has no recollection of purchasing anything from him. He admits, however, that he purchased a ton of bran from the Tait Milling Company and had the voucher made for corn. He had authority to purchase corn, not bran. He explains his action in this matter by saying that the stock needed soft feed, so instead of buying corn, as authorized, he bought bran of equal value. These transactions were irregular, but as they do not appear to have resulted in any loss to the Government or Indians, I am inclined to overlook them and recommend that the charge be dismissed, with a warning to Captain Baldwin that his vouchers must henceforth represent actual facts, and that any repetition of this offense will, if discovered, result in the disallowance of the entire amount of the voucher.

In conclusion I would state that there is a vast quantity of evidence brought out in this investigation concerning the condition of the Indians and the progress they have made during Captain Baldwin's administration as compared with those of his predecessors, which, together with other information on file in this office, convinces me that, instead of being incompetent and a bad manager, as charged by the inspector, Captain Baldwin has proven himself to be a competent and exceptionally good agent. He appears to have devoted almost his entire time and attention to outside matters relating to the welfare and advancement of the Indians, leaving the management of the office to his chief clerk. This is as it should be. With the numerous and important matters of business coming up daily for consideration, the agent should be free from the necessity of doing clerical work himself, and a sufficient clerical force is furnished him for that purpose. For evidence of the estimation in which Captain Baldwin and his work at Kiowa Agency were held by your predecessor, I refer to his annual report for the fiscal year ended June 30, 1895, pages 4 and 5, in which he says with reference to the Indians of the Kiowa Agency:

"Upon the reservation to which I have just referred, over forty houses have been put up during the past summer and the Indians have themselves provided the material for many more and now only await the carpenter to aid them in putting up their homes.

"The effort to make the Indians farm has proved most satisfactory. Nearly two-thirds of the families have raised at least small crops of corn, and, in some instances, vegetables. They have cut their hay and stacked it. Captain Baldwin, the agent, reports that there is no difficulty in making these people work, if the proper course is taken with them. He gives an instance, which I present in his own language:

* * * * *

"It is scarcely necessary to mention the record of the Kiowas and Comanches as warriors. There have, perhaps, been no more savage Indians. Yet their agent, possessed of experience coupled with ability and force, being in perfect touch with the Indian Bureau and sustained by it, knowing his entire reservation and supported by efficient assistants, can in less than ten years, in his opinion, put an end

to the agency and relieve the Government of any further responsibility for the red men of that reservation. But a change of control, either at the agency or in the Indian Bureau, might not only stop the good work now going on, but undo what has already been accomplished. The Indian requires especially to be told the same thing constantly; he loses all confidence in the white man when started in one direction by one agent and then subsequently turned in another by a new agent or by new directions to the agent."

That there have been some irregularities I do not doubt, but I am convinced that they have not been committed with intention to defraud and that they have not resulted either in any loss to the Government or Indians, or any individual profit to the acting agent. If Captain Baldwin is continued in the service and lives up to his promise to abstain from the use of intoxicating liquors, and the clerical positions are filled by men who understand their business, apply themselves and systematize their work, I see no reason why this should not be one of the best managed and most progressive agencies in the service.

I transmit herewith a synopsis of the two reports of the inspector and the testimony submitted therewith, which was prepared in this office, and also submit for your consideration letters received at this office from Ape a tone et al. and Quannah Parker et al., the latter transmitted by Maj. Gen. Nelson A. Miles, relative to the management of the Kiowa Agency and requesting that Captain Baldwin be retained as acting Indian agent.

Very respectfully,

D. M. BROWNING, *Commissioner.*

ANADARKO INDIAN AGENCY, IND. T., *January 16, 1897.*

The SECRETARY OF THE INTERIOR,
(Through office Commissioner of Indian Affairs),
Washington, D. C.

SIR: When Inspector McCormick submits his report upon his late investigation of the affairs of the Apache, Kiowa, and Comanche Agency at Anadarko, Ind. T., where I am acting as Indian agent, I would respectfully ask that a copy of said report be furnished me as soon as convenient, and before final action is taken by the Department upon the same, that I may be afforded an opportunity to answer any adverse criticisms, if any are made against me. I can not afford to leave unanswered a single adverse criticism, however remotely implied. I transmit herein a brief of the evidence in the case prepared by Attorneys Fisher and Fehheimer; also a few remarks of my own.

Very respectfully,

FRANK D. BALDWIN,
Captain, Fifth Infantry, Agent.

Before the Secretary of the Interior.—In the matter of charges against Capt. Frank D. Baldwin, U. S. A., acting United States Indian agent for the Kiowa, Comanche, and Apache Agency at Anadarko, Okla., made in testimony taken by Inspector Province McCormick, as to the administration of the affairs of that agency.

Brief submitted by F. A. Fisher and Charles M. Fehheimer, attorneys for Capt. Frank D. Baldwin.

CHICKASHA, IND. T., *January 9, 1897.*

HON. D. R. FRANCIS,
Secretary of the Interior, Washington, D. C.

SIR: In behalf of Capt. Frank D. Baldwin, U. S. A., acting Indian agent for the Kiowa, Comanche, and Apache Indian Agency at Anadarko, Okla., we present the following brief for consideration. In preparing same, for lack of time, we are compelled to confine ourselves to matters which appear to us as important.

This investigation commenced on December 14, 1896, and closed January 5, 1897. At the beginning of same we called upon the inspector, P. McCormick, for the charges and specifications, and in response received simply the following letters:

"Nov. —, 1896.

"HON. COMMISSIONER OF INDIAN AFFAIRS, OR SECRETARY OF THE INTERIOR.

"SIR: I think you can't know what sort of a man you have at Kiowa Agency or you would clear him out. He is drunk a large part of his time and when he sobers up is cross and disagreeable to do business with. He is absolutely unreliable. His promises are not worth anything. He is dishonest also; takes goods that were

sent to the Indians for his family use; takes piece goods and has them made up for his own wear and for his family wear, and in some cases paid his washwoman and seamstresses out of the goods sent for the Indians. He was a partner of John Light's in that cattle swindle in which the Indians got indifferent Texas and Arkansas heifers instead of high grades.

"And Brown went with Baldwin to council, when Baldwin says the Indians agreed to take cattle, and which they (Indians) say is not so. Dud and agent went together in agent's carriage and took whisky, and when they got there Baldwin was so drunk he could scarcely stand. Dud B. was to have been a partner, but could not raise the money and they threw him out.

"If Baldwin can get the Indian Office to assist him in swindling the Indians by taking their money against their consent, John Ellis is to have the contract for building schoolhouse and the agent is to have a share of the profits.

"The agent has now several thousand dollars of money in his hand, belonging to the Indians. After they get their pay he makes them, or some of them, give their money to him to use for them. They tell him they owe debts and want to pay them. He tells them damn their debts; they don't have to pay, and let those they owe wait; he will build them houses, and to keep up appearances he does build a few houses; but he has now several thousand dollars and won't let the Indians have it, and they and others think his object is to swindle them out of it. A great many other charges might be made, but it is not necessary. He is a dishonest, drunken sot.

"It is not necessary to send such a man as Duncan to investigate. He and Baldwin drink together, and when in Chickasha on his last trip boasted that he had been up to whitewash Baldwin and had done it.

"If some one was to come and investigate and not whitewash, this would be found to be the most corrupt agency in the United States, but the Indians are so bulldozed they are afraid to speak.

"Respectfully,

"S. P. MELBERRY.

"N. B.—Baldwin does not hesitate to make false vouchers and force people to sign them or not get their pay. Refer you to Tait & Co., and John Coltan and others, Chickasha, Ind. T."

"KIOWA, COMANCHE, AND WICHITA AGENCY,
"Anadarko, Okla., September 28, 1896.

"Col. W. C. SHELLEY, Washington, D. C.

"SIR: We are in receipt of information received through the office of the honorable Commissioner of Indian Affairs to the effect that only \$9 per capita will be paid the Indians on this reservation at their fall payment. We are much surprised and disappointed, as we have been led to believe (as have the Indians) that a regular payment would be made, amounting to about \$20 per capita. The Indians are owing the traders at the present time larger amounts than they would under ordinary circumstances. During the administration of Lieutenant Nichols, grass payments were irregular, and at one time ten months elapsed without a grass payment being made.

"During this interim (two months at least) the Indians were without beef and other articles of food which the Government usually gave them. The traders, under this pressure, were almost compelled to extend larger credits to the Indians than they would have otherwise done.

"This delay of payments resulted in the Indians being overtraded, a condition from which they have not recovered. At no subsequent payment has the Indians paid us in full, and for the last two payments the agent has seen fit to collect \$50 from many of the Indians for the purpose of building houses and buying cattle. The Indians tell us that they are anxious to pay us, but Major Baldwin tells them to let the traders wait for their money and for the Indians to buy cattle and build houses. This is the reason assigned by many of the Indians for not paying us. If we have been correctly informed, Major Baldwin has now in his possession about \$5,000, collected by him from the Indians for the purpose of building houses, and has had this money in his possession for six months to one year, and has made no use of it whatever up to the present time. This money should have been used to pay their honest debts instead of lying idle. We understand that Major Baldwin proposes to continue to collect money at future payments from the Indians, regardless of whether the Indians pay their debts or not. Last December a payment of \$20 per capita was made, but the Indians failed to pay what they owed us, only paying us in part. Many of the Indians give Major Baldwin their money at his solicitation to invest for them. After this payment Major Baldwin called the traders together to formulate a plan whereby a credit and collection system might be made operative. The traders were all willing except D. P. Brown, and there was no reason why the plan could not have been adopted. But later on Major Baldwin informed the traders that owing to the pressure of other business he

would be unable at that time to inaugurate the proposed system of credit and collection, telling the traders to be careful and not overtrade the Indians.

"We were disappointed at this turn of affairs and have done our best to withhold credits from Indians who are inclined to overtrade. But the large amounts that we were compelled to carry over from last payment make the amounts which the Indians now owe us much larger than we desire they should be. The Indians for the last three years have only paid us in part at each payment, and then use the unpaid balance as a lever to force further credit.

"This is about the situation of the credit system at this time. We understand that Major Baldwin proposes to use \$30,000 of the Indians' grass money for the purpose of erecting a school building at Mount Scott. Now, for Major Baldwin to take their money for this purpose, leaving their debts unpaid—debts that were contracted for actual necessities of life—amounts to little less than repudiation. The debts are growing old, and the older they get the harder they are to collect. In crediting these Indians we have sold them little else than articles necessary to sustain life and at times when they were in need and almost destitute. We feel that we should receive our pay as per agreement, viz, at this payment. We can see no good reason why Major Baldwin should be allowed to carry out this policy, which he says he will do 'if it breaks every trader on the reservation.' Our accounts are just and should be paid; we have waited long and patiently. The Indian Office has ruled that all Indians are expected to pay their debts promptly, and we rely on this just ruling to aid us in making our collections. Major Baldwin has called the traders vultures and other offensive names, which we have let pass without notice. We have not been in the habit of criticising Major Baldwin's official actions, but wish to say that we have never been guilty of selling cattle to the Indians for \$15.50 per head when they were only worth \$7 or \$8, and at the same time profess to be anxious about their elevation and advancement to civilization. We think he is in no position to make criticisms. No good reason can be assigned for vacating the Kiowa school building. It is a good and substantial structure, and only needs a few repairs to make it as good as any on the reservation, and much better than some others.

"The dormitories at the Wichita and Caddo school are composed of a very cold and untenable place for children to sleep in winter, while just across the river stands the large, warm, and spacious Kiowa building, deserted for the purpose of erecting a building at Mount Scott, while many of the former children who attended this school are running wild over the reservation. The vacating of the Kiowa school building and the proposed building at Mount Scott can not be defended upon any business principle. It is a wanton waste of a people's money who are poor and in debt for the necessities of life. And if \$9 per capita is all that is to be paid to them it will not be sufficient to pay their debts, their credit will be gone, and a cold winter staring them in the face. But it seems from Major Baldwin's policy that it matters not whether they suffer for food, whether their children go to school this winter, no matter whether their merchant collects his just debts, no matter how many merchants he breaks, 'Nero must fiddle while Rome burns!' We will say in conclusion that they are under obligations to pay us in full at the coming payment, as this was the basis upon which they obtained their credits. Some of the merchants are heavily involved, and unless they do collect their indebtedness they can not meet their liabilities, and serious results will follow. We wish you would take this matter in hand and see what relief can be given us. We think our debts should be paid first, and hope the Department will so decide, which would be in line with their former policy.

"Respectfully,

"C. A. CLEVELAND & Co.
"JOHN CRAGGS."

The one signed S. P. Melberry has no discoverable author. All efforts to find such a man wholly failed, and Inspector McCormick well knows the fact.

We have been compelled to enter upon this investigation upon such notice of what we had to answer as might be deduced from the vague, indefinite, and general matter contained in said letters, and grope along from day to day awaiting developments from the testimony.

On January 5, 1897, at the close of the investigation, Inspector McCormick furnished us with the following charges, which he stated were deduced from said letters, to wit:

- (1) Excessive drinking.
- (2) Irascibility of temper.
- (3) Unreliability in official business dealings.
- (4) Appropriation of public property to private use.
- (5) Collusion with J. W. Light, a contractor, to defraud the Indians and the Government in the purchase of a certain lot of heifers for issue to the Indians.

- (6) Collusive fraudulent agreement with one John Ellis to build Indian houses.
 - (7) Irregular withholding of large sums of money from Indians to build houses for them and failure to properly account for the same.
 - (8) Presenting false vouchers against the Government.
- Each deduced charge is considered separately herein.

I.—*Excessive drinking.*

The only testimony offered under this charge by the prosecution is as follows: John Craggs, trader at Anadarko, says he has met Major Baldwin and has seen him under the influence of liquor twice, once at El Reno, Okla., and once at Anadarko hotel in 1895.

W. F. Dietrich, squaw man, says he saw Major Baldwin at Lime Creek council under influence of liquor or something. Captain Scott, U. S. A., Rev. Carrithers, and Rev. Methvin were also there. * * * Saw him in his office one time in 1895 when I smelled liquor on him and thought he was under influence of liquor. * * * In my opinion, he has been under the influence of liquor most of the time since he has been here.

James N. Jones, squaw man: I saw him under influence of liquor twice. * * * Once at Brown's store in 1894, when I took a drink with him, and once in his office in presence of his lady stenographer about seven weeks ago.

C. A. Cleveland, trader at Anadarko: I saw Major Baldwin when I thought he was under the influence of liquor in 1895, at a party in Masonic Hall.

W. H. Cox: I saw Major Baldwin at Fort Sill subagency school when he was under influence of liquor.

T. F. Woodward, squaw man: I saw him at Lime Creek council in April, 1895, when I thought he was under influence of liquor. I was a couple of rods away from him and did not talk to him; I only thought he was so from general appearance.

M. E. Saville, lieutenant, Tenth Infantry, United States Army: I saw Major Baldwin in December, 1895, at Fort Sill subagency, at Rainy Mountain, at Mount Scott, and at Anadarko under the influence of liquor. * * * I saw him drunk at Strauss interview at Fort Sill subagency (December, 1895). * * * I saw him last May at Rainy Mountain, when he was incapacitated from doing business.

C. S. Burbank, captain, Tenth Infantry, United States Army: I saw Major Baldwin at Stinking Creek in September, 1895, in the presence of Assistant Surgeon Captain Glennon, U. S. A., under the influence of liquor to an extent that incapacitated him from attending to his business. I saw him at Anadarko in 1895, while I was witnessing officer, under the influence of liquor for about three or four weeks, off and on.

D. Noble Crane: I saw him once under the influence of liquor over a year ago (1895). * * * But have seen him, on an average, in his office once and twice a week, and have only seen him under the influence of liquor the one time.

Sam Strauss, trader at Fort Sill: I saw him at two interviews I had with him at Fort Sill subagency, in his tent, on December 29, 1895, and January 5, 1896, both Sunday nights, drunk and under the influence of liquor. There was present E. F. Burton, Dr. Wallin, Mr. Greene (stenographer), Lieutenant Osborne, and others; also Charles Dietrich.

R. E. L. Daniel, agency employee: I have seen Major Baldwin at subagency at Fort Sill and at Fort Sill when I had reason to believe he was under influence of liquor.

D. P. Brown, trader at Anadarko: I have seen Major Baldwin at Chickasha, Ind. T.; Elreno, Okla.; subagency at Fort Sill (Strauss incident), Rainy Mountain, and Caddo subagency.

Andy Conover, discharged agency employee: I saw Major Baldwin under the influence of liquor in 1895, at Strauss interview at Fort Sill subagency; Mr. Burton, Mr. Greene (stenographer), and Lieutenant Saville were present. I saw him under the influence of liquor at Rainy Mountain subagency in presence of Mr. Will Cleveland and Jack Nestell in 1895, and at old office in Anadarko.

The witnesses for the prosecution on this question have been contradicted, as is shown by the following references:

John Craggs, as to the Anadarko Hotel instance, is contradicted by Major Baldwin.

W. F. Dietrich, as to the Lime Creek council instance, by Major Baldwin, by Capt. H. L. Scott, U. S. A., Asst. Surg., J. D. Glennon, U. S. A.; and Rev. Carrithers says he never saw Major Baldwin intoxicated, and he is named by Dietrich as one of the parties present.

As to being under the influence of liquor most of the time he has been here is contradicted by all of the witnesses in the case.

James N. Jones, as to instance at Brown's store, is contradicted by Major

Baldwin; as to instance in the office, by Miss Edna Harvick, the stenographer, present, witness for the prosecution.

C. A. Cleveland, as to instance at Masonic Hall, is contradicted by F. L. Fred and J. R. Osborne. Cleveland testified that J. R. Osborne was present on the occasion he names.

T. F. Woodard, as to Lime Creek council instance, is contradicted by Major Baldwin; Capt. H. L. Scott, U. S. A.; by Assistant Surgeon Capt. J. D. Glennon, U. S. A.

M. E. Saville, as to Rainy Mountain instance, is contradicted by Lieut. J. S. Herron, U. S. A.; by Lieut. W. H. Osborne, U. S. A.; M. F. Long, G. C. Bottom, and A. M. Dunn. As to the Strauss interview (see language used, Exhibit Q), he is contradicted by Major Baldwin; by Lieutenant Osborne, U. S. A.; by Lieutenant Herron, U. S. A.; E. F. Burton, and by M. T. Wallin.

Capt. C. S. Burbank, U. S. A., as to the Stinking Creek instance, is contradicted by Major Baldwin and J. D. Glennon, assistant surgeon, United States Army. As to Anadarko instance of three weeks, other witnesses failed to note what he claims to have seen.

Sam Strauss, as to instance given, is contradicted by the parties named above as contradicting Lieutenant Saville.

D. P. Brown is contradicted as to some of the instances named by W. C. Smoot, farmer at Caddo subagency, an employee, and as to instances named at other places by witnesses cited as contradicting others above named.

Andy Conover is a discharged employee, and is contradicted as to Strauss instance and interview by same witnesses as Strauss and Saville.

In refutation of said charge of "excessive drinking," in addition to the contradictions above enumerated, the following-named witnesses have sworn that they have known Major Baldwin ever since he has been in charge as acting Indian agent at Anadarko (some longer); that they have had frequent business transactions with him and interviews with him, some say daily, others biweekly, others weekly, others semimonthly, others monthly, etc., and that they have never seen him when he was apparently drunk or in any way incapacitated from attending to his official and other business properly. However, quite a number of them say that he takes a drink now and then. And there is no evidence of his having taken a drink or drinking in the presence of Indians, viz:

Name.	Occupation.	Residence.
W. H. Cleveland	Indian trader	Anadarko, Okla.
Miss Edna Harvick	Stenographer	Elreno, Okla.
F. L. Fred	Indian trader	Anadarko, Okla.
M. F. Long	Agency farmer at Rainy Mountain	
Miss L. Bellew	Field matron at Rainy Mountain	
Miss M. Reeside	Baptist missionary at Rainy Mountain	
H. C. Holloway	Real-estate agent	Fort Worth, Tex.
A. S. Dincee	Merchant	Do.
G. C. Bottom	Baker at Rainy Mountain School	
A. M. Dunn	Industrial teacher at Rainy Mountain School	
Miss A. M. Mendenhall	Field matron	Anadarko, Okla.
W. C. Smoot	Agency farmer, Caddo subagency	
J. D. Hardin	Agency farmer at Fort Sill	
A. E. Camuse	Merchant	Chickasha, Ind. T.
Fr. Isidore Ricklin	Catholic missionary	Anadarko, Okla.
Rev. J. C. Cavener	Methodist minister	Do.
John Nestell	Squaw man	Do.
Rev. J. J. Methvin	Methodist missionary	Do.
Dr. C. R. Hume	Agency physician	Do.
Rev. S. V. Falt	Superintendent Presbyterian mission	Do.
G. L. Pigg	Superintendent Riverside School	Do.
J. W. Thomas	Contractor	Do.
Emmett Cox	Squaw man	Fort Sill, Okla.
J. H. Dunlop	Agency carpenter	Anadarko, Okla.
J. R. Osborne	Indian	Do.
Geo. W. Rose	Farmer	Fort Sill
W. H. Quinette	Indian trader	Fort Sill, Okla.
Capt. H. L. Scott, U. S. A.		Do.
Rev. W. W. Carrithers	Presbyterian missionary	Anadarko, Okla.
Lieut. J. S. Herron, U. S. A.		Fort Sill, Okla.
Lieut. Wm. H. Osborne, U. S. A.		Do.
Capt. J. D. Glennon, U. S. A.	Assistant surgeon	Do.
Geo. Madera	Cattle inspector	Do.
Geo. M. Paschal	Indian trader	Do.
E. F. Burton	Subagent	Do.
F. B. Farwell	Chief of Indian police	Anadarko, Okla.
M. T. Wallin	Agency farmer and cashier	Do.
J. A. Rose	Merchant	Chickasha, Ind. T.
A. B. Snow	do	Do.
Maj. A. E. Woodson, U. S. A.		Darlington, Okla.
Maj. Sam Q. Robinson, U. S. A.	Surgeon	Fort Reno, Okla.

II.—*Irrascibility of temper.*

There is no evidence or testimony worthy of notice tending to support this charge, but at least nineteen-twentieths of all the witnesses who have testified in this investigation swear that he is very agreeable and pleasant to do business with.

III.—*Unreliability in official business dealings.*

In support of this charge, W. H. Cleveland, trader; W. F. Dietrich, a squaw man; James N. Jones, a squaw man; C. A. Cleveland, trader; R. E. L. Daniels, employee; Sam Strauss, trader, and D. P. Brown, trader, testified that they regarded him as unreliable in business dealings, and some of them attempt to give instances, most of which do not tend to establish the charge; others that may, possibly, are fully explained by Major Baldwin in his testimony.

In refutation of said charge, all the witnesses named in the table preceding say they have had frequent business transactions and interviews with him, some say daily, others semiweekly, others semimonthly, others monthly, etc., and that they, each and all, have always found him reliable in every way.

Maj. A. E. Woodson, United States Army, says he regards him as a good business man; Lyon Bingham, merchant, says same; A. B. Snow, lumber dealer, says same; J. A. Rose, hardware merchant, says same; Leon Mosbacher, merchant, says same; D. P. Smith, civil engineer and architect, says same.

IV.—*Appropriation of public property to private use.*

There is absolutely no evidence to support this charge, except that of Major Baldwin, which is as follows:

“Q. Have you any Government property at your house?—A. I have.

“Q. How came it there?—A. Well, when I came there, I found a lot of mattresses, iron bedsteads, washstands, and other small articles. I can't remember distinctly what they were.

“Q. Have you taken any there since you took charge of the agency?—A. Yes; I have taken two iron bedsteads and two mattresses, a bureau and washstand, to fit up a room that is used and has been used for inspectors and such other guests as might come.”

E. E. L. Daniels also testifies that this property is charged to Major Baldwin, and shown by the agency records to be in his house.

V.—*Collusion with J. W. Light, a contractor, to defraud the Indians and the Government in the purchase of a certain lot of heifers for issue to the Indians.*

There is absolutely no evidence or testimony showing collusion in said matter, and no evidence tending to show it in any particular. Certain witnesses for the prosecution, in fact, the parties that started this investigation, viz: John Craggs, trader; W. H. Cleveland, trader, and three squaw men, T. F. Woodward, James N. Jones, and W. F. Dietrich, testified that the cattle delivered by John W. Light in May, 1896, under his contract, were very inferior and small cattle, and stated that they were simply Arkansas and east Texas cattle.

In refutation of such testimony we proved by John W. Light, the contractor; J. B. Sparks, the man who delivered the cattle; J. D. Hardin, agency farmer at Fort Sill; Jeff Gillmore, the inspector for the Texas Cattle Raisers' Association; Isaac Cloud, J. A. Gamel, Emmett Cox, and S. E. Stilwell, the Government inspector, all experienced cattlemen, testifying from knowledge also as experts; that the cattle delivered were native Indian Territory cattle, graded with Durham, Hereford, and Holstein, and were all good cattle; and that they were not Arkansas and east Texas cattle; and that they do not believe anyone can tell the ancestry of the mothers of same by looking at them, whether they were raised in Texas, Arkansas, Kansas, or elsewhere.

And this evidence also shows that the contract price for said cattle was reasonable at the time the contract and bid was awarded, on, to wit, December 28, 1895. It also shows by a preponderance that the cattle were such as required by the contract.

This cattle matter was fully investigated by the Department last June (1896) by Inspector C. C. Duncan, and before J. W. Light received his money for same. And that Major Baldwin was represented by E. F. Burton; J. W. Light by C. M.

Fechheimer, and the prosecution by W. C. Shelley, an attorney at law, from Washington, D. C., and after taking all of the testimony offered Inspector Duncan sent the following message, to wit:

"CHICKASHA, IND. T., June 24, 1896.

"COMMISSIONER INDIAN AFFAIRS,
"Washington, D. C.:

"Light has fully complied with his contract for delivery of heifers. No fraud. Ought to have his money.

"DUNCAN, Inspector."

We suppose that he reported in line with the above telegram from the fact that J. W. Light afterwards received his money, shortly before the present investigation.

In any court of any civilized country this would be "res adjudicata." See testimony of J. W. Light.

VI.—*Collusive fraudulent agreement with one John Ellis to build Indian houses.*

There is absolutely no evidence or testimony in the record even tending to support this charge; but, on the contrary, there is evidence which shows conclusively that there was no such agreement, and that all transactions between Major Baldwin and John Ellis were upright and honest.

VII.—*Irregular withholding of large sums of money from Indians to build houses for them, and failure to properly account for the same.*

There is nothing in this charge. All money that he has received for that purpose has been paid to him voluntarily by the Indians, been safely kept by him, and a correct account with each Indian has been kept. There is now considerable money on hand unexpended by reason of delay in getting lumber, but lumber has been contracted for and the work will go on. See Major Baldwin's evidence.

Inspector McCormick says there is nothing in this charge, but he criticises Major Baldwin for not giving the Indians nonnegotiable receipts. Major Baldwin fully and satisfactorily explains why he does not in his evidence.

VIII.—*Presenting false vouchers against the Government.*

The above charge is very general and implies a defrauding of the Government, but there is no evidence in the record that the Government has been defrauded out of one cent or any other amount.

John Coltan testifies that early in 1895, about June 1, he sold to Major Baldwin bran to the amount of \$23, and that he signed a voucher for \$23, designating seed oats.

Major Baldwin testifies that he has no recollection of buying any bran from Coltan, but says he has a voucher for \$23 in name of Coltan, and that was for oats. He says he does recollect purchasing a ton of bran from the Tait Milling Company for feed at the agency, and that he told Mr. Tait at the time that he had no authority to purchase bran, but had to purchase corn, but that the stock was very much in need of light feed of some kind, and the voucher to cover the bran read "corn" instead of bran of equal value. Authority existed to buy a particular kind of feed; necessity required that another kind be substituted; it was substituted and the Government received full value for its money. At most it is a mere irregularity.

We have tried to brief fairly the foregoing eight charges, and while it is done in a very brief and crude manner, owing to lack of time, we believe it is a fair statement on each point; and should Inspector McCormick find adversely to Major Baldwin on any of said charges, we appeal to the testimony, and ask that it be carefully reviewed.

In weighing and considering the testimony we call your attention to the interest and feeling displayed by the several witnesses for the prosecution, viz: W. H. Cleveland, C. A. Cleveland, D. P. Brown, John Craggs, and Sam Strauss, all traders, who testify that they have employed the counsel for the prosecution. W. H. Cleveland, D. P. Brown, and Sam Strauss all acknowledge ill feeling toward Major Baldwin, and fully display it in their manner and reckless way of testifying. W. F. Dietrich, T. F. Woodward, and James N. Jones, squaw men, all acknowledge ill feeling toward Major Baldwin and fully display it in their testimony. R. E. L. Daniel, employee, acknowledges ill feeling and fully displays it in his testimony.

Read the testimony of these men and you will be fully convinced. We say, and the record bears us out, that the entire testimony of these men, when not corroborated strongly, is unworthy of belief, and as to all material facts is overwhelmingly contradicted by the testimony of a mass of disinterested, unbiased, and unprejudiced witnesses, such as agency employees under civil service, army officers, merchants, and others.

We can not conceive of the possibility of Inspector McCormick failing to agree with us.

We can not see anything in this record except a few irregularities, and not one of which resulted in any injury to the Government or Indians or the service. No loss has occurred. Should Inspector McCormick claim any such, we challenge him to produce the evidence.

Which irregularities Inspector McCormick may lay stress upon we know not, but we do know that no loss occurred, and that dishonesty is not shown in connection with any of them.

The only question to be solved by the Interior Department is simply this: Shall a brave and efficient officer be sacrificed, on account of a few harmless irregularities, to the vengeance and greed of a few traders and squaw men?

Major Baldwin's administration as acting Indian agent has called forth the approval of your predecessor, the Hon. Hoke Smith, and all others familiar with his administration and that of former agents, except those who are prosecuting this investigation—a few traders and squaw men.

Hon. Hoke Smith writes as follows:

“ATLANTA, GA., November 20, 1896.

“MR. F. D. BALDWIN, *Anadarko, Okla.*

“MY DEAR SIR: Permit me, in retiring from the office of Secretary of the Interior, to express my appreciation of the very excellent service which you rendered the Department in connection with the position of agent for the Apache, Kiowa, and Comanche Indians.

“I believe they have made marked progress during the time you have had charge of the agency and sincerely hope that you will continue to manage those people until they are ready to assume the responsibilities of citizenship.

“Very sincerely, yours,

“HOKE SMITH.”

Maj. A. E. Woodson, U. S. A., acting Indian agent, Cheyenne and Arapahoe Agency, Darlington, Okla., testifies: “I have known Major Baldwin twenty years; I never saw him under the influence of liquor to an extent that in any way incapacitated him from attending to his business properly. I have frequently had business with him and found him thoroughly reliable, and he conducted his business in a very business-like manner, and exhibited great firmness of character. I have met him every two or three months since he has had charge of the agency. I have visited the reservation of which he has charge four or five times, and have traveled over the reservation prior to his taking charge of same. While traveling over the reservation with Major Baldwin I observed quite a number of improvements among the Indians, which I did not observe when traveling through prior to his taking charge. They were in the distribution of the Indians over the reservation in permanent locations, in the cultivated fields, inclosures, dwellings, and increased number of cattle owned by Indians. I saw great improvements among the Indians over that prior to his taking charge, indicated in their desire to establish themselves in permanent houses, in the desire to adopt civilized habits by living in houses and cultivating their lands, in the accumulation of individual property, in their amenability to the control of their agent, in their disposition to follow his advice, in their efforts to make progress toward a condition of self-support, and in their apparently lessened desire for indulgence in forbidden practices that formerly existed.”

Fr. Isidore Ricklin, Catholic missionary, testifies: “I have resided on the reservation for the past six years. There has been great improvement for the benefit of the Indians made ever since Major Baldwin came to the agency in a material way and in an educational way. The standard of the schools before he came was not as good by half as it is since he came here, and the reason I have to give for it is the emulation he brought to the schools by having public entertainments of all the schools together. In the material way and the general benefit of the Indians, he assisted them to take up their allotments and to work the same and entice them to stay at home and attend to their farms and cattle. He stopped as much as he possibly could the gambling and endeavored by all possible means to stop the traders from overcrediting the Indians on the reservation, as they had done for years past, to my own knowledge. In my communications with the Indians I have

heard them say they were satisfied with the administration of Major Baldwin, and wishing that Major Baldwin would remain with them in order that the work begun by him might be put into fulfillment. I might also state that I was called to assist at a meeting of the Indians last Sunday and heard ten Kiowas speak about Major Baldwin, and testify and say that Major Baldwin was the best agent they had for the last six years. I speak the Comanche and sign language fluently."

J. D. Glennon, assistant surgeon, United States Army, stationed at Fort Sill on the reservation, testifies: "I have been stationed there nearly five years. I am acquainted on the reservation in charge of Major Baldwin. I know Major Baldwin and am acquainted with a large number of Indians. I have met him quite frequently since he has been in charge of this agency. I have never seen him under the influence of liquor to an extent that incapacitated him in any way from attending to his official business. * * * I have known four agents of this reservation since I have been stationed here at Fort Sill, and I think that Major Baldwin is the best agent that they have had in my experience here; that he has done more for the Indians than all the others, and I know that the Indians respect him and have perfect confidence in his integrity and devotion to their interests. * * * I regard Major Baldwin's inducing the Indians to expend \$50,000 for cattle one of the best things that could be done for them, and should have been done before."

Capt. H. L. Scott, U. S. A., testifies: "I live at Fort Sill, Okla., and have for about seven years and ten months, and have been acquainted with all the Indian agents in charge of this agency during that time. I have been connected with the Indian service on this reservation for something over five years. I have been acquainted with Major Baldwin nineteen years. I have met him frequently at grass payments and on other occasions since he has been agent in charge of this agency. I have never seen him on the reservation so under the influence of liquor that he could not attend to his business. * * * I have known five agents of this agency, and I consider Major Baldwin a better agent than any of them, and a number of Indians have expressed themselves to me as being better satisfied with him than with any Indian agent they have had. He keeps the Indians on their places instead of hanging around the agency, as they did under former agents; that has been very patent to me."

We could continue quoting from similar testimony in the record at great length and show up a long list of improvements among the Indians that have been brought about under Major Baldwin's administration, and a great many beneficial acts on his part, that are not mentioned by the witnesses quoted from.

There is no controversy among the Indians and people generally as to the success of his administration, and not a witness criticises it except the four traders and three squaw men, and the evidence clearly shows that these are actuated by malice and greed.

Major Baldwin's duty as Indian agent is to protect and guard the interests of the Indians under his charge, and not to look after the interests of the traders and squaw men, whose only purpose is to obtain all they can from the Indian without giving him value received.

Many Indians testified; seven or eight were placed on the stand by the prosecution to corroborate W. H. Cleveland's (trader) testimony. Every one of them contradicted him and testified in favor of Major Baldwin. One Indian said: "We all love Major Baldwin."

Major Baldwin has stopped gambling on the reservation, which was very prevalent when he took charge.

He has established subagencies for payments and issues in order to save the Indians from long absences from their homes; has stopped the Indians from camping in large numbers around the agency and loitering there for indefinite times, and now requires them to attend to their business promptly and return to their homes; has stopped issuing farm implements, stoves, etc., to Indians indiscriminately, and now only issues these articles to those who will remain at home and use them; has stopped issuing wire to Indians until they have the posts around the land they want to fence; has stopped the issuing of tepee cloth and induced many Indians to appropriate \$50 of their grass money toward building houses; has increased the grass-money revenue approximately 33 $\frac{1}{3}$ per cent by refusing to accept bids for less than 6 cents per acre, and by requiring squaw men and prominent Indians to pay for large pastures they formerly held in fraud of the common right; has induced the Indians to appropriate \$50,000 to buy breeding cattle, and has purchased and issued such cattle; has induced the Indians to appropriate \$25,000 toward building a school at Mount Scott; has continually impressed upon them the necessity of paying their debts.

Many other matters of minor importance might be cited and mentioned, but this

is enough to overbalance the mere technical objections to him that might be discovered in the record.

Gen. Nelson A. Miles, in his work entitled *Personal Recollections*, says of Major Baldwin: "His qualities were of the highest and noblest character. He was one of those men who did not come in with a plausible excuse for failure. He always accomplished good results" (p. 230). "Captain Baldwin was conspicuous in this charge for his boldness and excellent judgment" (p. 238). "In May, 1883, Captain Baldwin, one of the most judicious and competent officers I had in that department, was ordered to proceed to the Moses and Colville reservations and investigate the reported dissatisfaction of the Indians located there" (p. 405).

We have written this brief in a very hurried and crude manner, but believe it will call your attention to the material points and aid you, to some extent, in doing justice to the service and to Major Baldwin.

Respectfully submitted.

F. A. FISHER,
C. M. FECHHEIMER,
Attorneys for Maj. F. D. Baldwin, U. S. A.

REMARK OF CAPTAIN BALDWIN.

TAKING UP AN AMBULANCE ON PROPERTY RETURN.

From the evidence it might be claimed that we were trying to avoid the payment of a personal debt which was secured by judgment, but this is not the case. In performance of my duty it became necessary for me to send the police force to the northwestern part of the reservation to arrest a lot of cattle which were on the reservation contrary to law and were destroying crops belonging to the Indians. These cattle were arrested by my order and brought to the agency. They were subsequently released, the owners coming for them, and at a later date suit was entered in the Oklahoma district court. The case was tried before an Oklahoma jury, and in their wisdom they decided that a judgment should be entered against me for the sum of \$124 or more on account of damages.

I will not question the sincerity of this jury, but I do know that the judgment was an unjust one and one which I should not be compelled to pay. The taking up of the ambulance on my property return has been fully explained in evidence.

THE ISSUING OF RATIONS TO ONE KELLY.

When Kelly was employed to take charge of a farm at the agency, it was with the distinct understanding that it was to be an experimental farm, not one from which was to be produced or expected any great revenue. We had a large assortment of seed on hand, such as had never been used on the Territory and such as the Indians had no more idea what they would produce or grow when planting them in the ground or as to how to plant them in the ground to produce anything. Therefore, while he was not strictly speaking a Government employee, still he was employed in the interests of the Indian, and probably did as much or more than any other employee on the reservation to give them a practical knowledge of farming.

This fact, in connection with the evidence bearing on this matter, determined me in my action in furnishing him with a small amount of subsistence for the three months during which he was without means to procure supplies himself. I felt fully warranted in doing as I did, and should do the same thing again under similar circumstances.

This matter would never have come to the front had it not been that the trader was deprived of the privilege of fleecing this poor fellow of all, and more, too, than he could produce on the farm, as they have done with the man who had charge of the farm this past season.

As to receiving and holding moneys from the Indians for the purpose of building houses, etc., I have simply to state, in addition to my evidence bearing on this question, that the Indians came to me personally and left the money, requesting me to hold it for certain purposes, and so far as has been possible this money has been expended for the purposes indicated by them, with their full knowledge and sanction, and arrangements have already been made for the further expenditure of the money when the work is completed which men have already been contracted with to perform.

In conclusion, I denounce this whole affair, which has resulted in this investigation, as a combined conspiracy composed of insolvent traders and squaw men, with no other motives than to return to the old condition of affairs, where they held the Indian under a condition of slavery, with no interests excepting that of selfishness, and for which they could afford to-day, could they accomplish their motives and objects, to put up large sums of money.

I am not defending myself against these charges, which are so pernicious and groundless, for the sake of retaining the position. I was urged to accept it, which I did, knowing full well what I would have to meet. I am appealing on the defense simply to protect my honor and reputation as an officer of the United States Army, and I claim it is the bounden duty of the Government to see that the same is well guarded and protected against the efforts of the class of people who appear in the prosecution of this case. I shall retain the position of acting agent at Anadarko until relieved, simply because of the deep interest I have taken in those people.

I made the assertion to the honorable Secretary Smith that I believed they could be made or placed in the condition of self-support, and able to meet the requirements of civilization, within from five to eight years. With the encouragement I have had within the past two years in watching the advance and effort of these Indians, I feel that my greatest expectations will be realized if the same policy can be pursued for the next three or four years as has been in the past two.

FRANK D. BALDWIN, *United States Army.*

WASHINGTON, D. C., *February 3, 1897.*

The COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: Having been granted the privilege of reading the report submitted by Inspector McCormick, relative to the condition of the Kiowa, Comanche, and Apache Agency, I feel it a duty incumbent upon me to reply to the same in part.

His first charge, that of excessive drinking, a great deal of stress is laid upon. He cites witnesses who have testified in support of this charge, but fails utterly to invite attention to the evidence of those witnesses who testify to the contrary. Every Tom, Dick, and Harry on the reservation was allowed to come before him and give testimony on this point, who, with two or three exceptions, I not even ever associated with, and if I ever saw them, it was only by accident. This charge, as reported by him, is so utterly without foundation that his report must brand itself. The standing and character of the witnesses on both sides certainly should have some weight in the matter.

Under the charge of irascibility of temper, the inspector's conclusions are that it is vindictiveness rather than irascibility. A term wholly imaginary in his own mind, and unwarranted in fact, as such a charge never could be applied to me, nor it never has been so applied, and there is nothing in the testimony of the reliable witnesses that would sustain such a finding.

UNRELIABILITY.

I want to invite your attention to the character of the witnesses who have testified to anything tending to establish this fact. I have had very little dealing with the people who have given the shadow of a basis upon which to establish the inspector's finding on this point, and only invite the attention of the reviewing authority to the evidence of those with whom I have had dealings almost daily.

APPROPRIATION OF PUBLIC PROPERTY TO PRIVATE USE.

The inspector cites the inventory of property in my house, also the loaning of camping equipments to General Miles and to the church. After inviting attention to my testimony on this point, I would state that it was found when I arrived at the agency that each employee had more or less public property which he used in his room. I found a considerable quantity of public property in my house when I arrived at the agency. Two rooms were fitted up in my house for employees of the agency, and they were allowed to use public property to a limited extent. I have an abundance of private property to equip my house for myself and family, and have in the main used that and no other for my personal use. One room in the house was fitted up for use of guests, such as inspectors.

The loaning to General Miles's camp of certain public property was simply what would have been done by any post commander to him or to any employee of the Indian Department had he called on the post commander under similar circumstances. It is a common practice for the two Departments to work in harmony, and it is not unusual but customary to accommodate the officials and employees of the one by the other.

As to loaning the church certain property, on which great stress is laid by the inspector, it was done entirely in the interests of the Government. There was a large amount of public property at Kiowa school when it was abandoned. The church offered to take this property and clean it and varnish it up and care for it until it should be required for school purposes at other places. It was loaned to them for this simple use rather than to store it away in any storehouse, where it would be subjected to destruction from natural causes of storage; and no harm, but good, must come from my action in this matter.

The alleged sustaining and prospering the sectarian church in this act is too ridiculous to be further noticed.

The property loaned to General Miles was not only checked out, but was checked back under the direction of an employee of the Government; and if I can rely upon reports, every article that went out has been returned or accounted for.

As to there being no inventory taken since I have been in charge of the agency, it is not a fact. All the Government schools, the farmers and others having property under their charge are required, and do in most instances render an inventory at the end of each quarter. The property in the public warehouse at the agency is looked after by myself, and I have no fear but that when a careful inventory is taken it will be found that everything for which I am responsible will be accounted for.

It is alleged that there was no inventory taken of property when I assumed charge of the agency. This is not a fact. There had been an inventory taken, and I received for all that was found by those who took this inventory. Since that time I have taken up large quantities of property which has been located, and which was surplus, but properly belonged to my returns.

COLLUSION WITH J. W. LIGHT IN THE DELIVERY OF CERTAIN PAPERS.

There are but few points worthy of my consideration embodied in the report of the inspector on this point. First, the delay in delivering the cattle within thirty days after the approval of the contract was by mutual agreement, and based on the fact that to have delivered them within thirty days after the date of approval of this contract would have caused their being placed on the range in the most inclement season of the year, when there was no grass for the animals to subsist on, and especially to turn them over to the Indians at that time would have been ruinous and caused the loss of the greater portion of them. It was my earnest desire to have these cattle delivered in August or September of the previous year, but owing to the lateness of the season it was deemed most advisable to put off the delivery as late as possible, and it would have been much more preferable if it could have been still more delayed until June or July.

Referring to the cattle purchased by Woodward and Diedrich of J. W. Light. it is a well-known fact, one which could be established beyond any doubt, that these cattle so purchased were from the herd from which the cattle delivered by J. W. Light had been selected, and they were nothing more nor less than the cut-backs from that herd and were in no sense of the word as high grade a cattle as those delivered. This fact could have been established had there been any desire to have done so on the part of the inspector.

In regard to the delivery of a certain lot of heifers by two Indians at the time John Craig delivered 300 head under his contract, I would only invite your attention to my evidence on that point as taken by the inspector. There is a class of people surrounding every Indian agency who deem it their legitimate game to make everything that is to be made in connection with the administration of the affairs of the agency. And should an Indian by chance receive an equal opportunity to make money these white people will raise a row, and that is all the trouble with this matter. I could see no reason why if there was anything to be made in delivering these cattle, that the Indians should not have the opportunity to do the same as the white man should have, that is to go out and purchase and deliver them, he being the gainer of the difference between what he had to pay and that which he received under the contract.

I will simply recite my conversation with one of these Indians when I told him that I wanted him to deliver me a certain number of cattle. The Indian's name was Towakana Jim. I told him that I wanted him to deliver me 50 or more heifers.

He said, "I have not got them." I replied, "Can you not do as any white man would do under the same circumstances? Can you not go out and purchase them and deliver them to me? I will pay you a certain price for them, and if you can get them, go and bring them in here for less money, why you will make something, the same as the white man would do." With little hesitation he said, "I will try," and he did, and the next afternoon he drove in a bunch of heifers which were received, he receiving the profit of from \$1 to \$1.50 on each head. When I gave him this money he said, "I never knew how white men make money before. I hope you will give me a chance to make some more this same way, because I like to do something to make money myself, and not let the white man make it all."

If this can be construed, in any sense of the word, as irregular or improper, taking into consideration that we are doing everything to educate these Indians and teach them the white man's way, I would like to have it pointed out to me. This one act alone has and will cause the Indians to buy cattle, and have them ready to sell to the Government whenever they are required. Several cases have been reported to me of late where Indians are buying 2 and 3 and 4 year old cattle, with the view of fattening them, and have them ready to turn into the agency in the spring. They are beginning to see and to realize that it is far better for them to utilize and consume the resources of their own reservation in this way rather than to let it all go through the white man's hands.

This is all I have to say in regard to my action in buying cattle from the Indians, even though I knew they had bought it from outside parties. I never told these Indians to go to Mr. Light directly to purchase cattle.

THE SURREY BUSINESS.

On one occasion of my visit to Kansas City I purchased a surrey and had it forwarded to me at Chickasha. After receiving it, I met Mr. Light one day and he was admiring the vehicle, when I said to him, "I will sell it to you for what it costs when I leave the country, or you can take it now if you want it." He replied, "That is all right. I will take it. You can deliver it whenever you like." Mr. Light has never paid me for the surrey, nor have I ever delivered it to him; at the same time I shall feel at liberty to do so, confident that I would receive pay for the same.

It is alleged that I stopped with Mr. Light, and by so doing strengthened the inspector's vivid conclusions that there was collusion between Light and myself. An honest man does not have to avoid his friends, even if there be so grave a charge pending as collusion between them.

The inspector remarks that all circumstances taken together point in that direction—that is, collusion between myself and Mr. Light in the contract for the latter to deliver a certain number of heifers. He has not the slightest foundation upon which to base such an assertion. It is only in the vivid imagination of a class of witnesses whose evidence before a court of justice would not have weight of conviction.

The inspector further cites the fact that only one bid was received for these heifers; that the character of the advertisement was misleading, etc. I stated distinctly to Mr. John Craig and Mr. Myers and others whose names I do not recall that no cattle bred north of the south boundary line of Kansas would be received under this contract, as it had been proven repeatedly that cattle from the northern part of the country would not live in the Territory. They knew full well what they were doing, and I am convinced that Mr. Craig put his bid into my office after the hour advertised for opening the same with a view of creating trouble.

Mr. Craig, in his evidence taken before Inspector Duncan, testified that if he had got the contract he would have purchased the cattle in Kansas City. When asked if he thought they would have lived in the Territory, he replied, "No; they would probably all have died," or words to that effect.

Regarding my failure to select the five Indians to inspect these heifers, I have fully defined the reason in my evidence before the inspector; but it is a notable fact that, with three or four exceptions, the Indians have testified not only before Inspector McCormick, but before other inspectors, that the cattle were good and they were satisfied with them.

In my testimony will be found the reasons why Mr. Stilwell was selected as inspector of these heifers. The character of the two men who say they paid Stilwell a bribe is too well known to sustain an assertion of even an implication that Stilwell ever received any money from them in the shape of a bribe. I never heard of this transaction until it was brought out by this investigation. Had it been known by me, the matter would have been followed up at once.

Mr. McCormick says: "It may be that the acceptance of this money was believed by the agent or inspector to be legitimate," etc. He says there was something wrong, and radically wrong, in this transaction; that this agent is not a trustworthy servant of the Government in the discharge of every duty, and he says that "their conduct, in my judgment, is highly reprehensible." How he can arrive at such a broad conclusion, without the shadow of unimpeachable evidence to sustain him, is incomprehensible.

As to the false vouchers, referring to the Colton vouchers, my testimony on that point covers the facts. Also my testimony and review of the proceedings, which accompanies that of my attorneys in regard to furnishing certain subsistence to one Kelley, is referred to in full explanation thereof, which must be construed as justifying my action in the matter.

The offense of receiving certain sums of money from different Indians for the purpose of aiding in building themselves a home has been the subject of much comment and testimony. I will first state that I have informed the Department fully of this entire matter. That it has met with their approval and sanction is confirmed by the fact that upward of 700,000 feet of lumber and material has been purchased by the Government to be distributed to such Indians as would deposit sufficient money to pay for the labor of the construction of these houses for them. It has been my determination from the start that these Indians should be required to expend some portion of their own money or manual labor in securing everything that they receive, and that such articles as were issued to them should be utilized by them as soon as possible. Following this theory, it has resulted in their being provided with not less than 150 cottages within the past eighteen months; that is, a portion of them have been built, and we have lumber and money on hand sufficient to build the balance by the 1st of July next.

The secret of all this antagonism against the retaining of this money is the fact that it is taking a few thousand dollars and putting it aside when it will be expended purely for the benefit of the Indians. When we consider the great amount of money, over \$250,000, which has been paid directly into the hands of these Indians within the past two years, it will seem a very small, trifling business for a sum scarcely exceeding \$7,000 being diverted to a purpose which so directly adds to the comfort and well-being, to say nothing of the civilization, of these Indians. It is just for this same reason that the effort is made to blacken the transaction connected with the purchase of the heifers for these Indians, where upward of \$45,000 of their own money was expended for that purpose; and it is the same reason that causes the opposition on the part of these same men in opposing the building of the new schoolhouse on the reservation, where the Indians have appropriated \$25,000 toward the cost of the same.

It is an underlying principle of a great many of the white people who are on and surrounding an Indian reservation that any moneys received by the Indians belongs to the traders, and whatever direct benefits the Indians receive to enable them to live should be furnished from the Treasury of the United States.

As to my prevailing on the Indians to deposit money for the purpose of building houses, plenty of evidence has been introduced to fully contradict this assertion of the inspector. Strenuous effort was made to get some one Indian to testify that he had been required to deposit this money. This whole business of turning the money in to me, and my receiving it, has been considered as a personal and unofficial transaction. The Department has been carefully notified of what was going on and what was proposed to be done in the matter of building houses for the Indians.

The question has been raised as to why receipts were not given the Indian for the money when he made the deposit. Anyone having any knowledge of the Indians at all would readily realize what this would amount to. He would either lose or trade off his receipt, or some one would credit him to an amount equal to that deposited, and then sue him and garnishee the money that was in my hands. But I think enough has been said on this subject, and my numerous correspondence, which is on file in the Commissioner's Office, can be referred to as giving a full history of the transaction, what was done, and what is proposed to be done.

The inspector says that he found the affairs of the agency in much worse condition than expected; that the surroundings of the agency were badly policed and buildings unpainted. The first intimation that I had received of his findings in these matters was when I read his report this morning. From the time he arrived at the agency until he left I was making per capita payment and issuing the annual annuity goods to the Indians. This necessitated the Indians being present in large numbers, when it is well known it would be impossible to keep any considerable space of ground properly policed while frequented by them. If he had taken the trouble to inquire into this matter, he could have found that the grounds

have been policed frequently, and that its condition during his presence could well be attributed to the presence of these Indians.

As to the painting of the houses, he could have found out, if he so desired, that the paint for this purpose had only lately been received, since which time the weather had not been such that people could not do painting on the outside.

He states that full-blooded Indians are doing little farming, etc. If Mr. McCormick had taken the trouble to have visited some of these farms which I have mentioned, he could have seen for himself what the full-blooded Indian has been doing. And it is the full-blooded Indians who are making the best and most rapid strides toward civilization to-day, and this without the help of the white men to the extent as stated. They are being encouraged in stock raising. This the inspector knew when he states that they "should be encouraged in stock raising." They have got much more stock to-day than they had two years ago, and are taking excellent care of it. And their small herds can be seen in almost every direction in riding across the reservation, and I will say here that you are scarcely out of sight of an Indian house or houses going in almost any direction you may travel on the reservation. Old houses have been made comfortable by repairing them, and I have money and material now on hand to house every Indian family on the Apache, Kiowa, and Comanche Reservation.

As to lack of system, so far as it has been possible to do so without imposing unnecessary hardships and delay to the Indians, system has been observed. I can not understand to what he refers by making such a remark. The new office building is not poorly constructed. All material was of the best quality and the workmanship equally as good.

As to the duplicate keys, if they existed to the extent as testified to by Mr. Daniel, who was the acting property clerk, he should certainly have brought the matter to my knowledge.

That no trace has been kept of public property is without foundation. All the Government schools, farmers, and subagents are required to render at the end of each quarter an inventory of all property under their charge; also giving a statement of all property that has been issued, excepting at annual issues no property is supposed to be issued except under orders from me. There is constantly guard on the office and storehouses, and it is only during the day, when employees are all present, that anyone is permitted to enter the wareroom.

The inspector refers to riding in the ambulance. I have ridden in the ambulance a great many hundred miles on the reservation within the past two years. It has been my endeavor to visit each individual family of Indians at the point where they have located their homes, that I could personally see and learn for myself their condition, and have used the ambulance for no other purposes except official business. And as for Harris driving me all the time, he has not done so, but has driven me a great deal about, but with very few exceptions all the trips have been made on official business. I have explained in my evidence circumstances connected with the taking up of this ambulance.

Riley Robbs was borne on the rolls; a portion of his time he was at the Government stable taking care of stock. At the time he came to my house there was a very fine mare which had been received under contract and belonged to the Government. She was in that condition that it was not advisable to have her with the agency stock; hence I brought her to the barn, which was back of my own quarters, and had Robbs come there to take care of her. At the same time I sent an Indian, whom I was employing and paying \$15 a month, to the stable to take his place. Under the impression that the man Sullivan was entitled to Indian rights in the Chickasaw country, he was employed as an Indian, but as soon as I learned positively that he was not an Indian, I caused his discharge.

The question of issuing cattle on hoof has been a subject of correspondence with the Department.

If there are more clerks in my office than are necessary, no one will know it sooner than myself, when any labor not required will be dispensed with.

About the only thing the inspector speaks well of are the schools. I am glad he has found something where he is willing to give a little credit. My frequent and numerous correspondence with the Department and the testimony of all the employees of the schools, had he seen fit to have drawn it out, would possibly have influenced him to the belief that it was partly through my efforts that these schools had come up from almost nothing to their present condition. Two years ago it was with great difficulty that children could be gotten to attend the schools at all, and the police were constantly in the service gathering them up and taking them to the schools. But now it is impossible to find accommodations for all the children which the parents are very desirous shall be in the schoolroom. Testimony and records of the office of the Commissioner of Indian Affairs will fully bear me out in this statement.

He condemns the abandonment of the Kiowa school; says it is a piece of foolishness, and that the building of the new school is simply to build a monument to someone's folly. He backs up his opinion of the condition of the Kiowa school by that of a man who was taking out the stone under the building. This in the face of expert evidence as to the dangerous condition of the building in support of my action in connection with the abandonment of this building during the past year and a half. All of which is covered by official correspondence on file in the Department.

As to the building of the new schoolhouse, if to provide school accommodations for these Indians is folly, then our efforts to put up this new school plant must be considered as folly. But no one realizing the condition of affairs will support any such assertion. The Kiowa school building was dangerous not only from destruction by fire but winds and gales. It had been considered as dangerous for years past, and I was so thoroughly convinced that this was a fact from my personal knowledge, determined from personal and careful inspection on several occasions, that I declined repeatedly to be responsible for children and employees who might be required to remain in the building. All of this could have been fully substantiated had an effort been made to do so.

The report of Mr. A. W. Hurley is an extraordinary exaggeration, which can not be sustained by facts. It is a fact that the papers in my office could and should be in better shape, and it has been my effort to improve them from the start, and Mr. Hurley told me before he rendered his written report that he had seen improvements right along from the start. I asked Mr. Hurley to let me know what irregularities and what changes he would suggest, he being an expert. This he said he would do, but failed to do so, and the first I have known of his comments was in reading his report this morning.

Referring to Mr. McCormick's report of employees, my utter astonishment at his remarks in regard to the agent can well be imagined, which can not be borne out by evidence or facts. And to carry out his recommendations would impose upon the agent what would be a most grossly unjust act.

The only employee of the agency whom he has anything good to say about is Mr. Daniel, who, it is a fact, is one of the poorest clerks we have in the office.

He says that Dr. Hume has little to do. If the inspector had taken the trouble to have investigated this matter, he would have seen that the Doctor's duties are very arduous, and require more of him than is ordinarily required of physicians.

As to Dr. Walline not having done farming or attended to it, the facts are that he did attend to his farming duties up to the time when he was placed in charge of the cash books in the office, which was duly reported to the Department and confirmed by them. Dr. Walline, now that we have sufficient clerical force, has been ordered to take the field and look after his farming district.

The inspector's remarks in regard to Mr. Drury and the work he is doing are misleading in view of the facts. Mr. Drury is one of the best employees we have at the agency. He has done a great deal toward renovating the agency from its condition of two years ago to its present condition, which no unprejudiced mind will say has not caused great improvement. When his men are not employed at the mill, they are employed in other necessary work about the agency, and it would be a serious loss to lose their services. A big agency like this can not be managed with a small force of men. In fact, with one or two exceptions, I consider all the employees at the agency, as well as the school, as being good, and, with my long experience with men, I believe my opinion has right to a little weight in such matters.

Before leaving this subject, I desire to reply to comments of the inspector in regard to the school property of the Kiowa school not being looked after. Inspector McCormick must have accepted the statement of people who knew nothing about the matter. All the school property that he saw about there was worn or unserviceable and intended for issue. Most of the property of any particular value had been brought down to the main warehouse. There was a guard on the building constantly—two families sleeping in the building. I know of but one instance where property was taken away from the building without written authority. This was reported to me, and I simply sent to the camp and had it returned. It was taken by two or three old squaws. Of necessity, in working about the building, in lowering it, the doors during the daytime were open and the building being racked more or less, so that the plastering was dropping off, necessarily gave it the appearance of having little care taken of it and what property might have been left there. But as to neglecting the care of this property, it was not so. It was due to the fact that the large amount of the property from this school was stored away in rather promiscuous shape in the new warerooms that gave that room the appearance as reported. The wareroom at the time was crowded with

annuity goods, and there was no other way of properly storing the school property. As to property not being properly looked after and kept track of, I would say that whenever property is sent away from the agency it is charged on a book, and until it is returned or been expended it remains charged to the person or institution to whom sent. The property clerk has been repeatedly ordered to check into his warehouse everything received and to check out everything sent away. While a close inventory has not been taken of the property in the warehouse, I know that my entire responsibility can be accounted for, and it has been my intention, as soon as I complete the annual annuity issue of goods, to take a careful and close inventory of all the property on the reservation. As I stated before, this has been done so far as the school, farms, and subagency are concerned, and there only remains to inventory what there may be in the warehouse.

During the whole time Inspector McCormick was making this investigation I was present in the room but very little of the time. Before he commenced I had a conversation with him and stated in words to this effect: "You are here to investigate the affairs of this agency. It is alleged that Colonel Duncan, one of the inspectors, when here whitewashed the affairs of the agency, and did not make proper report. Now, I want a thorough, careful, and impartial investigation, and anything that I can do to assist you will be done freely and willingly. If there is any information that you desire, I would ask that you let me know what it is, and I will certainly see that it is furnished. It is as much to my interest and satisfaction to have this investigation made as full and thorough as it is to that of the Government, as I can not afford to have any suspicion, either of neglect of duty or wrongdoing hanging over me in any shape or manner. You are an official of the Government. It is just as much your duty to protect me as an official of the Government, and see that perfect justice is done me as well as the Government. This, of course, is in the interests of the service so long as we are employees of the Government. I will be present in the room during the investigation if you feel that it is necessary, but otherwise I will stay in my office, or be near by where you can send for me at any moment you may desire."

To all this Inspector McCormick assented, and believing that the whole matter was thoroughly understood, I gave the matter no further anxiety or thought. I make this last statement because I have been informed that Mr. McCormick criticised my action in not being present during the investigation.

In reviewing the evidence taken by Mr. McCormick, I only desire that the character and interests of the people who have testified against me be considered.

As to Captain Burbank's testimony, he is an applicant for the Kiowa Agency as agent. Captain Burbank does not stand well in his regiment, and during the time which he testifies to having seen me under certain conditions he was a guest in my house, and it is hard to believe that a brother officer could go onto the stand and testify as he did when he well knew that he was testifying to what was not so. On the other occasion to which he testifies, I think the character and standing of the rebutting witnesses will fully establish to what extent his testimony should receive weight.

As to Lieutenant Saville's testimony, the evidence in contradiction fully denies the same.

As to the occasion testified to by Mr. Crane at the mission school, I have seen less of Mr. Crane than of any other superintendent of the mission school. I have been to his school but twice; once taking my wife along, the second time driving out about 9 o'clock in the morning. Mr. Crane has grievances, in that owing to his mismanagement of his children they nearly all left him and failed to return last fall, all of those leaving going to Chiloco or to the Riverside School. He blames me for not forcing these children to go back, but after investigating the matter I found that he was in the main at fault and should be required to replace his children by his own efforts, the same as all the other schools were doing.

As to the testimony of Mr. Cox, I would not say that he was not of the opinion that what he said was true, but I do not believe that he is a man of sufficient discernment to be able to give any expert testimony on such point as that, as there was certainly no foundation for it.

It seems to me that any fair-minded person can see upon reading the report of P. M. McCormick, as submitted, an animus that should not govern in such cases as this. If his three reports and his recommendation be considered, I do most respectfully but earnestly request and urge that a competent, unbiased, and unprejudiced investigation be made of the affairs of the Apache, Kiowa, and Comanche Agency, before such extreme measures are taken as are recommended by Mr. McCormick. I have a right to expect in simple justice to myself that this request be granted, or that the entire report made by Mr. McCormick be ignored and that an experienced man be sent to investigate the affairs of my agency, that

I may receive justice. After thirty-five years of service, with a record that I am not ashamed of, I can not let such grave charges pass unheeded, and only urge in justice to myself and to the service to which I belong, that my request meet the favorable action of the Department.

I will state in conclusion that Mr. McCormick has ignored all evidence of reputable witnesses which was introduced in rebuttal to that taken by the prosecution. To give the slightest attention to Inspector McCormick's remarks and recommendations in regard to me would impose an unwarranted and lasting disgrace, which only a court of justice could remove.

Respectfully submitted.

FRANK D. BALDWIN,
United States Army, Acting Agent.

FORT SILL, OKLA., *February 3, 1897.*

The SECRETARY OF THE INTERIOR,
(Through Commissioner of Indian Affairs)
Washington, D. C.

We, the undersigned chiefs and headmen of the Comanche tribe of Indians, living on our reservation in Oklahoma, and having Maj. F. D. Baldwin, United States Army, for our agent, do hereby declare that we have the utmost confidence in Major Baldwin as an agent; that he has always treated us kindly, endeavored to advance our interests to the exclusion of the interests of any other person, and has conducted our business in open council, so that all measures proposed could be known and discussed by us all before any action has been taken, in marked contrast to the custom of others, and he has done more for our advancement generally than has been done by any former agent.

We therefore represent that the removal of Major Baldwin as agent will bring about a change of policy most hurtful to our welfare and advancement, throwing the power and prestige of success into the hands of those white people who are banded together to carry out their selfish ends; who have dominated most of our former agents, or have fought them when acting contrary to their wishes, keeping this reservation in a state of constant turmoil and change, and it will tend greatly to deliver every future agent into their hands, to be managed by them to our great detriment and injury.

Quanah Parker, E shi ti, Yack ah po by, Wah Ka Yuay, Macus Poco, Po ko doo ah, Black Wolf, Cau thee, Quassy Chicken, O da pe ah, Saw pitt, Deniro, Che yee ka, Ho we no ah, Pa che, Paddy eck i vit, Chicken, Quassa ah, Qud see ka, Tau wah ah, Pah Ka kimma, Pe bo wa no, Che vat to, Eck i o va, Tich i wy, Paddy, Po ti yava, Black horse, At ta wiper, Tah mo ko, Tim ah wer ka, Tip pe con ic, Bo ah ma kee, Pah cha na, Way see, E sa rake sa, Tak ka ver, Ho no vitch, Kiowa, A cop a tee, Pueblo, Muno su ki, Wer wy, Tah mah ke vo, Tice ah kee, Jaun, Yo koo wause, Wah wook sy, Pah che kee, Pie ea tah, A to ah, Pah we tah, Se en ah voh, A see, Pau che, Tah eo nie, Nad da ya ka, Che pau, Co se yah, Tau pe bitty, Too ne va ah, Pau a way, Ah sa co no, Pe cho ne a, Tau mo tau, Che co vah, To ah vo ney, Nam a wad dy, Cho ko, Pee che ah, Ase nape, Cau dy po ny, To ah nip per, Yellow wolfe, A co veit ty, Kiowa bitty, Pe so vah, Wer sa wey, Quir dy, Mi su ir, Wah che kin ne, Muc cho ro, Tah ah wo ah, Chop opo, Tissey wah wener, Ca de nah, Ne hah, Hoh nee, Krouse, To cas, Pah che ber by, Yo ti vah, Po ne ta ka, Wor ka nie, Ah cho vie, Wee tah, Wer wirk oh, Ah te weah oh, Po oh kio wa, Yan ne ve to ah, Pa che to ho vet, Too nay, To ah chee, A cha che nee, Tah su a day, Werk we ah, Tus swob by ti cut, Pa mo nete, Ninsey.

(The foregoing signatures were signed by mark, and witnessed by A. L. Yerkeley.)

FORT SILL, OKLA., *February 5, 1897.*

I certify that the names of Quanah Parker, Pan a way, Mum su ki, Ninsey, and Paddy eck i vit were signed, in compliance with their request, to a letter addressed to the honorable Secretary of the Interior, dated February 3, 1897, and that they had full knowledge of the contents and meaning of the letter; and, according to my belief, this certificate is true as applied to the other Indians whose names are signed to the letter.

E. R. KELLOGG,
Lieutenant-Colonel Tenth Infantry, Commanding Post.

A copy of the foregoing communications was sent to Gen. Nelson A. Miles.

HEADQUARTERS OF THE ARMY,
Washington, February 10, 1897.

Hon. D. R. FRANCIS,
Secretary of the Interior.

DEAR SIR: Referring to our conversation the other day regarding Major Baldwin, I inclose you, in addition to the papers left with you, a petition from the Comanche tribe of Indians, which is quite gratifying. It shows the confidence and good will of those people, who not many years ago were the terror of the whole region from the Platte River to Chihuahua, Old Mexico. It is plain to be seen the improvement that they have made in the last few years; and it is highly important that this progress should be continued, and they be guided in the future as they have been in the past, toward a better civilization.

Regarding that agency in the State of Washington, I will, in the course of a few days, receive some papers which I would like to present for your consideration.

Very truly, yours,

NELSON A. MILES.

CIRCULAR.

In addition to his duties as assistant clerk, Miles Norton is assigned full charge of the warehouse at the administration building and all property in the same. No property other than that needed or required on usual requisitions will be issued from this wareroom except on order of the agent or the clerk in charge.

Mr. Norton will secure all keys belonging to this wareroom and will inform himself as to whether there are any keys other than those in his possession that will unlock the doors. Should there be any he will report the same without delay to this office.

An inventory will be taken at once of all property in this warehouse, and hereafter a careful memoranda kept of all property coming in and all going out, so that at a moment's notice he can inform proper authorities of all property on hand in the wareroom.

Property will be transferred from one warehouse to another only under orders of the agent.

FRANK D. BALDWIN,
Captain, Fifth Infantry, Acting Agent.

FEBRUARY 13, 1897.

Official copy to office of Commissioner of Indian Affairs, Washington, D. C.

Synopsis of reports and testimony in re investigation of Kiowa Agency, Okla., and charges against acting agent by Inspector Province McCormick.

INSPECTOR'S REPORT, GENERAL INVESTIGATION.

Went to Anadarko expecting to find one of the best-conducted and most thoroughly regulated agencies in the service, but found everything exactly the reverse. Agency is very poorly policed and streets and inclosures are covered with old tin cans, paper, sticks, and other rubbish. Buildings, except agent's residence and new office and commissary, are dingy, dirty-looking structures, much in need of repairs and paint.

A cursory examination of office convinced inspector that everything there was not as it should be, and A. W. Hurley, clerk at Ponca Agency, was at his request sent to assist him with investigation. Inspector indorses report of Clerk Hurley in its entirety and makes it a part of his own report.

Full-blood Indians are doing very little in the way of farming, most of work in this line being done by white men, who have been married into the tribes or adopted Indian children for purpose of acquiring a right to cultivate Indian lands. Most Indians who are farming are doing so by proxy.

There is a sawmill and gristmill at agency, for which a sawyer and engineer and 5 laborers are employed, and a sawmill at Fort Sill, for which an engineer and 3 laborers are employed. These 2 mills have 23 work cattle.

The mill at agency is not fired up more than once a week, and the one at Fort Sill has not been used for four months. Both of them should be abolished and a useless expenditure of about \$500 per month saved.

Blacksmith and carpenter shops are poorly kept and do not look like they have been occupied or used for some time. There is a lack of system all around.

A new commissary has recently been erected at a cost of \$3,400. The office portion is very conveniently designed, but the whole structure is indifferently constructed and a large portion of the material used is very poor. Warehouse is filthy and supplies are piled in very careless manner, no attention apparently being paid to order, convenience, or care. Everybody has a key to everybody else's doors, and all have keys to commissary and are permitted to enter it at any time they see fit. One key will unlock nearly every door at the agency. Is it any wonder that no better trace can be kept of public property?

R. E. L. Daniel, issue clerk and inspector, says in his evidence that there are, he thinks, about a dozen keys that will unlock the warehouse. Way warehouse is managed, it is possible for public property to be appropriated for private use.

Capt. F. D. Baldwin, U. S. A., acting Indian agent, testifies if it is true that there are a great many keys to warehouse, it is not with his knowledge and consent. So far as he knows, there is only one key to the warehouse, where the commissary goods are kept. Whenever he goes there, he either goes to Daniel for the key or sends for it.

Some time ago agent purchased, at a condemned sale, an army ambulance. Vehicle was in very poor repair, but he had put it in good shape by agency mechanics. One day while in Chickasha his ambulance was levied upon for debt. To avoid payment of judgment, agent had his vehicle taken up on retained-property accounts as a buckboard, but it does not appear on papers sent to Washington.

Miles Norton, assistant clerk, testifies he took up a vehicle designated "buckboard" on retained copy of accounts for first quarter, 1896, by direction of the agent. It was not taken up on copy of accounts sent to Indian Office. Papers last referred to had been sent in when vehicle was taken up. Vehicle was taken up on Abstract C, because it had been repaired at agency shop. Vehicle is not really a buckboard, but an ambulance or army wagon.

Fred Schlegel, agency blacksmith, testifies that he repaired an ambulance for Baldwin shortly after latter came to agency and has been keeping it in repair ever since.

H. P. Pruner, agency carpenter; testifies that he repaired an ambulance for Baldwin soon after latter came to agency.

M. M. Beavers, United States commissioner at Chickasha, testified that Baldwin came to his office about November 22, 1896, to obtain the release of property that had been attached on a suit against him, claiming that the property belonged to the Government and he had no jurisdiction over it. Baldwin was very much excited and profane. His language was violent and abusive. He apologized for same afterwards. He said if he had six or seven of his soldiers there, he would take property by force.

L. D. Stone, constable, of Chickasha, testifies that on or about November 22, 1896, he took possession of an ambulance by virtue of an order of attachment out of M. M. Beavers's court against F. D. Baldwin. He was present on occasion of Baldwin's visit to Commissioner Beavers. Baldwin's conduct and language were violent and abusive. Baldwin took ambulance away from him after it had been attached, and he had to use force and the authority of his office to regain possession of it.

J. W. Speake, deputy clerk, United States court at Chickasha, corroborates statements of M. M. Beavers.

Capt. F. D. Baldwin, U. S. A., acting agent, testifies he bought an ambulance in 1895. Had it repaired at Government shops. Repairs outside would have cost \$50 to \$75. Bought it and has always used it for official purposes. There was no other vehicle at agency suitable for his use. Has considered it a Government wagon, and gave orders for it to be taken up on returns in place of a spring wagon which he had cut down and made into a buckboard. There was no deception practiced. It was taken up on property returns before it was attached. Didn't think it necessary to take ambulance up on returns when he first had it repaired, but when he was short a spring wagon, had to have something to put in its place. This transaction has not resulted in any loss to the Government; on the contrary, it is a buckboard ahead.

Riley Robbs, a negro, was employed and paid from October 30, 1895, to May 21, 1896, as agency wood chopper. but was used all the time as the agent's private servant.

Acting agent states in his testimony that Riley Robbs, hereinbefore referred to as having been used by him as a personal servant, was employed at the Government stable; that he used him as a private servant, but placed his own servant at the stable in his place.

John Sullivan, a white man, was nominated as assistant farmer, but was not approved permanently because place was authorized for an Indian. Agent was directed by office to relieve him and did so, but renominated him as Cal ke pop, Indian, and he is now so carried on roll and paid. He has no Indian blood in him.

John Sullivan says in his testimony that he is a white man, but has generally been known among his associates as a Chickasaw Indian.

Cattle is still issued to Indians on the hoof. This could and should be stopped.

In the new Presbyterian church, just completed, inspector found 100 chairs, 1 organ, 1 stool, and 10 or 15 bracket lamps belonging to Government school. Thinks if this church is furnished by the Government, others at other places should be also.

There are more clerks in the office than necessary. Office could be run in good shape with a chief clerk, assistant clerk or typewriter, a property clerk, and a storekeeper.

NOTE.—Clerical force at present consists of the following:

1 clerk	\$1,200
2 assistant clerks, \$720 each	1,440
1 storekeeper and issue clerk	720
1 issue clerk and inspector	600
1 property and forwarding clerk	600

Schools are in first-class shape, in hands of good and competent employees, and doing a good work for Indian education.

Inspector considers the abandonment of Kiowa School and condemning of school building a folly of grossest type, a wanton waste of money and property. Some of buildings have been moved to agency for use there, though inspector can see no use for them, and main school building will be used for a commissary. There is more commissary room now than necessary if supplies were kept in proper order. One thousand dollars or \$1,500 would put this building in good repair. It is now open and school property to value of several thousand dollars accessible to all. Property is being stolen and carried away by any and all who see anything they want.

W. H. Cleveland, Indian trader, testifies that with repairs costing \$1,000 or \$2,000 this building could have been put in good shape and would have been as suitable for school purposes as any on the reservation. Building was erected sixteen years ago. He worked two and one-half years as a bricklayer.

A. J. Harmon, of Chickasha, says he is now engaged in lowering Kiowa school building under contract. Examined building before he commenced to dismantle it and found it unsafe. Thinks it could have been repaired, but it would have cost as much within a few hundred dollars as to put up a new building.

Dudley P. Brown, Indian trader, says he saw property of all kinds piled up in the back yard of school and scattered around on the floors of the building. Doors were all open and anybody who wanted to could go in. He and Baldwin have not been on speaking terms since August, 1896.

Anna M. Mendenhall, field matron, in her testimony says she is well acquainted with Kiowa school building and considered it unsafe. Has been in it during storms and felt it shake. It shook more than other buildings of the kind. Floors and porches were sunken in places.

G. L. Pigg, superintendent of the Riverside School, testifies that he has been acquainted with Kiowa school building over five years. It has always been in bad condition. Thinks it could have been repaired at a reasonable cost.

Dr. C. R. Hume, agency physician, testifies that Kiowa school building has been in a bad sanitary condition for six years. Its locality, too, is unhealthy. By removing wood flooring in basement and putting in concrete, damp and musty condition of basement could have been done away with to a great extent.

J. M. Ellis, a contractor of Minco, testifies that he inspected Kiowa school building by request of Baldwin a year ago last July to ascertain whether or not it would pay to repair it. Found that it would cost more to repair it than the building was worth, and so reported to Baldwin and recommended that it be torn down. Building was in unsafe condition. It was out of repair throughout. It was in worse shape than any other building he ever saw occupied as a school building. Baldwin didn't tell him he wanted the building condemned, and never asked him to report anything but the facts.

D. P. Smith, architect and civil engineer, of Chickasha, testifies that at the request of Baldwin he made an examination of the Kiowa school building on "last Monday a week ago." Does not regard it as safe and gives reasons for opinion. Don't think it could have been repaired at a reasonable cost so as to make it safe.

Capt. F. D. Baldwin, U. S. A., acting Indian agent, testifies that when Kiowa

school building was condemned, in addition to having it inspected by other persons, he made an inspection of it himself. It was very unsafe and in dilapidated condition. Describes its condition in detail. Don't think it could have been repaired so as to make it safe as a school building. Says with reference to property being scattered around in building and yard, there was no place to store such property when building was abandoned and it is being put away as rapidly as places can be found for it. Building is in constant charge of employees, who have orders to let nothing be taken away except by employees authorized to remove it. Some one has been especially in charge of building and property ever since same were abandoned.

INSPECTOR'S REPORT, EMPLOYEES.

Frank D. Baldwin, acting agent: Incompetent; habits very bad; drinking constantly; no business man, which is fully demonstrated by his conduct of affairs at agency. He should be relieved. No inventory of property has been made since acting agent took charge.

S. A. Johnson, agency clerk: A very incompetent man; habits not of the best; education limited; too careless and negligent for such a place as this; should be relieved at once and an efficient man sent in his place.

E. F. Burton, storekeeper and issue clerk: Character, education, and personal habits, fair, and considered only a fair employee; could be improved upon.

M. T. Wallin, farmer: Character, education, and personal habits, good; is a physician by profession; has never farmed at this agency; does clerical work all the time; not very proficient at that.

Anna M. Mendenhall, field matron: Character, education, and personal habits, excellent; too young for the work she has to do. Does considerable work and spends much time around agency looking after welfare of policemen and families. (No complaints against any other employees.)

REPORT OF A. W. HURLEY ON MANAGEMENT OF OFFICE.

Found office well equipped, conveniently arranged, and with all facilities necessary to keep records and papers in first-class shape and perfect order, yet never saw an office in worse shape. No excuse for this condition but inefficiency of clerks or utter disregard of desires and wishes of Department. Entries on cash-book are made in careless and indifferent manner; object of expenditures is often not stated; vouchers are entered in "helter-skelter" manner, often in lead pencil; many papers have appearance of leaves from a scratch tablet, calculations in pencil being made all over them. A man professing to be a clerk should blush with shame to show such a record. The retained accounts are incomplete, some vouchers having no signatures, others having no bills attached, and some missing altogether. Retained abstracts of disbursements are made in pencil and in a manner which makes them entirely worthless as permanent records.

Found in office unanswered exceptions covering entire time of present agent and clerk—from January 1, 1895, to June 30, 1896—carrying suspensions and disallowances aggregating \$51,512.85. Larger portion of these exceptions caused by clerical errors and utter disregard or ignorance of rules and regulations. Clerk says he has never read the regulations through, as they are too dry reading. Commissary is loosely kept and employees are allowed to use public property for private use. Subsistence supplies are sold and not accounted for on Abstract E.

R. E. L. Daniel, issue clerk and inspector, says in his testimony that the warehouse book shows 590 pounds flour, 79 pounds coffee, 131 pounds sugar, 255 pounds bacon, 1 pound baking powder, 30 pounds salt, 12 pounds beans, 22 pounds rice, 9 pounds soap, and 44 pounds beef sold to a man named Kelley, not a Government employee, which was not accounted for on Abstract E to the agent's accounts.

Miles Norton, assistant clerk, testifies that he acts as property clerk and has sold stores by order of Baldwin to a man named Kelley from the agency commissary. Did not charge up articles to agent or anyone in quarter in which they were sold. Kelley purchased in about three quarters. Articles were eventually charged to the agent. Thinks he has paid for them. Has never made a complete inventory of property on hand. Is satisfied a crop was raised on agency farm this year, but has taken nothing up on returns.

S. A. Johnson, agency clerk, testifies that he don't know of anything ever having been sold from the commissary without being paid for, except coal oil. Baldwin often transacted business which he (Johnson) knew nothing about.

Capt. F. D. Baldwin, U. S. A., acting Indian agent, explains in his testimony the circumstances under which Kelley was permitted to get supplies from the

commissary. Says he considered he was authorized by certain letters from the Indian Office to do as he did in this matter. Articles bought by Kelley were charged against his (Baldwin's) account. Learned a few days ago for the first time that articles had been charged in the second quarter, 1896, instead of the quarters in which they had been purchased. To his best knowledge and belief he has paid for all supplies issued from the warehouse to Kelley.

Thinks the clerk is a very good man, and a letter from the Department concerning irregularities would do him a wonderful amount of good.

Found a number of informal grazing leases, mostly with squaw men, that have not been submitted to Indian Office for action. There are others with large cattle dealers, but they are kept in agent's private desk. One with John Light was for 6,000 acres of open pasture in a fenced pasture of over 21,000 acres. Just where in this pasture the 6,000 acres are, and how many cattle are being grazed thereon, did not appear.

John Light testifies that he executed a regular Government lease for 6,000 acres open range, known as the Jimmy Jones pasture, at 6 cents per acre per annum. Don't know how many acres there are in the pasture. Although he leases only 6,000 acres, he has the privilege of letting his cattle roam over many more thousand acres.

Capt. F. D. Baldwin, U. S. A., acting Indian agent, testifies that entire pasture, of which John Light leases 6,000 acres, contains about 19,000 acres. He has not leased the balance of pasture, but it has been understood with Light that it is subject to lease to other parties. Money has been collected from other parties for privilege of driving cattle through.

Mr. Light has another contract, which is a matter of record in the Department.

Found where some money was taken up on cashbook as having been received for privilege of driving across the reserve. Price paid per head seems to have been 10 cents, but there is no telling how many cattle have been driven across or how much money has been received therefor. Cashbook could tell nothing, and the clerk either could not or would not tell any more than his book. Clerk spends half his time in answering exceptions and the other half looking for papers he has mislaid himself and recounting stories of his life as a soldier.

Field matron also does clerical work, giving the office seven clerks to do what three clerks and a warehouse keeper should do if they understood their business, apply themselves, and systematize their work.

Negroes are paid for supplies on Indian rolls. White men receive money for supplies furnished by them under Indian names, and Indians receipt for money they never see.

CHARGES AGAINST AGENT.

First. Excessive drinking.

Capt. C. S. Burbank, U. S. A., says he was at Kiowa Agency off and on for about four weeks in 1895 witnessing payment of grass money to Indians; saw Baldwin daily. He was frequently under influence of liquor, but not so much at that time as to incapacitate him for duty. In September, 1895, he was ordered to Stinking Creek to assist in breaking up ghost dance, on which occasion Baldwin came into his camp about 11 o'clock one night in such condition that he could not stand erect, and it was impossible to transact any official business with him. He is a great admirer of Baldwin, both as an officer and a man, and has nothing but friendly feelings for him. Was once an applicant for detail as acting agent at Kiowa in case Baldwin left the service. Always found Baldwin pleasant, agreeable, and gentlemanly during his four weeks' stay at agency.

Lieut. M. E. Saville, U. S. A., stationed at Fort Sill, says he has frequently seen Baldwin under influence of liquor on the reservation; several times so much so as to incapacitate him for business. His feelings toward Baldwin are the same as toward any other brother officer—neither good nor bad.

Supt. W. H. Cox, of Fort Sill School, says Baldwin visits school about once every three months. Has seen him at school and at subagency under influence of liquor; don't know how many times. His business dealings with agent are pleasant.

D. Noble Crane, superintendent Baptist mission on Wichita Reservation, says Baldwin was under influence of liquor at his school once about a year ago; has never seen him so on any other occasion. His dealings with him have always been pleasant. Baldwin had made only two visits to school, but he has met him once, perhaps twice, a week.

Dudley P. Brown, Indian trader, says Baldwin is a drinking man and has been frequently under influence of liquor on reservation and at other places. He has not been on speaking terms with him since August, 1896, for reasons which are explained.

Andrew Conover, a Comanche Indian, formerly agency interpreter, says he has seen Baldwin under influence of liquor on several occasions.

R. E. L. Daniel, issue clerk and inspector, says he has seen Baldwin when he thought he was under the influence of liquor. Helped to take him to the hotel on one occasion, at Fort Reno, in an intoxicated condition. His feelings toward Baldwin are not friendly.

W. H. Cleveland, Indian trader, says he has seen Baldwin take a drink, but never saw when he did not appear sober enough to transact business. He has seen but very little of him.

Edna Harvick says she was employed at Kiowa Agency as stenographer for two months; that she never saw any liquor in the office and never saw Baldwin under the influence of liquor.

John Craggs, Indian trader, says he has seen Baldwin under the influence of liquor twice—once at El Reno and once at the hotel in Anadarko.

W. F. Dietrich says he never saw Baldwin take a drink, but has seen him on several occasions when he was under the influence of liquor. His feelings for Baldwin are not friendly. Thinks from Baldwin's actions he is under the influence of liquor most of the time.

James N. Jones, a squaw man, says he has seen Baldwin under influence of liquor twice in his office, and has heard Indians say his habits were bad. Has taken a drink with him in Brown's store and thought he was under the influence of liquor then. His feelings toward Baldwin and Light are not cordial.

C. A. Cleveland, Indian trader, says he has seen Baldwin once or twice when he thought he was under influence of liquor.

Frank L. Fred, Indian trader, says he has seen Baldwin take a drink and has taken a drink with him, but has never seen him so much under the influence of liquor as to prevent him from transacting business.

T. F. Woodard, a squaw man, says he saw Baldwin at a council at Lime Creek when he was under the influence of liquor.

Samuel Strauss, Indian trader, mentions two occasions on which he says Baldwin was very drunk. Has met Baldwin very seldom, and never saw him under influence of liquor except on the two occasions referred to. As Agent Baldwin he respects him, but as Captain Baldwin has no use for him.

M. F. Long, farmer, Rainy Mountain district, has met Baldwin frequently and had business dealings with him. Can't say that he has ever seen him under influence of liquor. Was with him a good deal on the day of Lime Creek council when other witnesses have testified he was drunk, and considered him sober and able to attend to business. Saw him take one drink that day. Has seen him when he was satisfied he had been drinking.

Laurette E. Ballew, field matron at Rainy Mountain, says she sees Baldwin almost every month; has never seen him when she thought he was intoxicated to any extent. Has heard some of the Indians speak of his drinking and say that is the only fault they find in him.

Marietta Reeside, an employee of Baptist Mission at Rainy Mountain, has met Baldwin twelve or fifteen times and has never seen him under influence of liquor.

H. C. Holliday, of Fort Worth, Tex., has known Baldwin about two years, and seen him frequently in that time. Has seen him take a drink, but never saw him in the slightest degree intoxicated.

A. S. Dingee, of Fort Worth, Tex., has known Baldwin since last March and seen him three times. Hasn't seen him in the slightest degree intoxicated.

G. C. Bottom, baker at Rainy Mountain School, has seen Baldwin ten or a dozen times at the school, but has never seen him intoxicated. Couldn't tell whether he was drinking or not.

A. W. Dunn, industrial teacher at Rainy Mountain School, says he has met Baldwin frequently during the last two years, but never saw him in any degree intoxicated.

Anna M. Mendenhall, field matron at Anadarko, has met Baldwin almost every day for the last fifteen months. Works about one week in eight in the office, and has never seen him intoxicated. Has seen him when he had been drinking.

W. C. Smoat, additional farmer at Sugar Creek, has seen Baldwin on an average of once a week for two years; assisted him in making payments and issues to Indians, on which occasions he would see him every hour or so during the day, but never saw him intoxicated. Has seen him take three drinks during time he has known him.

J. D. Hardin, farmer at Fort Sill subagency, says he has met Baldwin on an average of once a month for two years, and been present at all annuity issues and payments of grass money, at which times he would see him three or four times a day. When payment and issue of January, 1895, was in progress, Baldwin was

under influence of whisky or spirits of some kind, but not enough so as to incapacitate him for business. Didn't see him drink anything, but thought him intoxicated because his face was flushed. Has taken several drinks with Baldwin on the reservation, and seen him three or four times when he thought he was under influence of liquor.

A. E. Camuse, hardware dealer at Chickasha, has had frequent business dealings with Baldwin. Has seen him take several drinks, but never saw him drunk.

A. L. Yeckley, blacksmith at Fort Sill, has had frequent dealings with Baldwin. Has seen him when he thought he was under influence of liquor; might have been mistaken.

Father Isadore Ricklin, superintendent St. Patrick's Mission, has known Baldwin since latter came to agency. Has seen him on an average of twice a week. Has never seen him under influence of liquor.

J. C. Covener, pastor Methodist Episcopal church, has known Baldwin about one year; has seen him frequently in his office and home, and never knew him to be drunk.

John Nestell, formerly assistant clerk, has known Baldwin since latter took charge of agency, and accompanied him on all trips to make payments at Rainy Mountain and Fort Sill. Has never seen him drunk or incapacitated for duty. Has seen him every day while payments were going on. Has seen him drink, but don't know whether it had any influence on him or not.

Dudley P. Brown testifies that Nestell has told him more than once that he had seen Baldwin drunk. Has also told him that if he was put on the witness stand during this investigation he would swear he had never seen him in any such condition; that Baldwin had given him a great deal of whisky, and drank with him repeatedly, and he considered himself in honor bound not to give him away.

J. J. Methoin, Methodist missionary, has seen Baldwin when he "had liquor," but never when incapacitated for business.

Dr. C. R. Hume, agency physician, sees Baldwin nearly every day and has never seen him drunk. Baldwin drinks and he thinks he would be classed as a constant drinker.

Rev. S. V. Fait, of Anadarko, has known Baldwin about two years and sees him about twice a week. Has never seen him when he had reason to suppose he was under influence of liquor.

G. L. Pigg, superintendent Riverside school, has known Baldwin and seen him two or three times a week for two years. Has never seen him drunk, but believed him on one occasion to be under influence of liquor, because he smelled it on his breath.

J. W. Thomas, a carpenter of Anadarko, has seen Baldwin frequently and had business dealings with him. Has never seen him intoxicated.

Enmet Cox, squaw man, has met Baldwin perhaps half a dozen times. Has never seen him drunk.

J. H. Dunlap, a carpenter of Anadarko, has seen Baldwin take a drink, but never saw him intoxicated.

H. W. Campbell, a farmer of Minco, has never seen Baldwin drunk. Never even saw him take a drink.

J. R. Osborne, an Indian, has seen Baldwin frequently, but never saw him intoxicated.

George W. Rose, of Anadarko, has met Baldwin about half a dozen times, but never saw him drunk.

Quannah Parker, chief of the Comanches, was present at Lime Creek and other councils and never saw Baldwin intoxicated at any of them.

W. H. Quinette, trader at Fort Sill, has met Baldwin a great many times, but has not seen him intoxicated so as to disqualify him for business. Was present at Fort Sill grass payment in December, 1895, and January, 1896, and saw Baldwin frequently on that occasion. He was not drunk. Has seen Baldwin take as many as three or four drinks at a sitting.

Capt. H. L. Scott, U. S. A., is well acquainted with Baldwin and sees him frequently. Has never seen him so much under influence of liquor that he could not attend to his own business. He was present at the issue and payment in December, 1895, and January, 1896, at Fort Sill subagency, and also at the Lime Creek council. Has seen Baldwin when he had had something to drink.

Rev. W. W. Carithers, missionary, sees Baldwin on an average of once a month. Has never seen him under influence of liquor.

Dr. J. D. Glennan, assistant surgeon, U. S. A., knows Baldwin very well and has met him frequently. Has never seen him when he thought him incapacitated for business. Was present at Lime Creek council. Baldwin was perfectly straight and sober on that occasion. Was at Stinking Creek in September, 1895.

Baldwin had been drinking, but not enough to disqualify him for business. Saw him under influence of liquor once in El Reno, but not enough to incapacitate him for business.

Lieut. J. S. Herron, U. S. A., has been second in command of military escort on occasions of payments to Indians in winter of 1895 and summer of 1896. Was also at Rainy Mountain payment in May, 1896. Saw Baldwin frequently. Never saw him under influence of liquor enough to incapacitate him for duty. Has seen him drink and taken a drink with him.

Lieut. William H. Osborne, U. S. A., has been present at several payments in command of escort; has seen Baldwin drink and taken a drink with him, but has never seen him under influence of liquor to an extent that incapacitated him for duty.

George M. Paschall, Indian trader at Fort Sill, has seen Baldwin frequently, but never intoxicated to a perceptible degree or so as to incapacitate him for business. Has seen Baldwin when he was drinking and once when he thought he had taken a little too much.

E. F. Burton, storekeeper and issue clerk at Fort Sill, formerly assistant clerk at agency, has been thrown with Baldwin a great deal. Has never seen him when he was perceptibly under the influence of liquor. Saw Baldwin about a dozen times a day during issue and payment at Fort Sill in December, 1895, and January, 1896. Has seen him drink, but don't think he is a constant drinker.

F. B. Farwell, farmer, corroborates statement made by Dudley P. Brown that John Nestell had told him (Brown) he had seen Baldwin drunk, but would not testify against him because he had given him whisky. Saw Baldwin under influence of liquor on two occasions during payments at Anadarko and Fort Sill sub-agency. He was not incapable of transacting business.

Miles Norton, assistant clerk, has seen Baldwin when he was under influence of liquor.

M. T. Wallin is carried on rolls as farmer, but employed in office as clerk. He and Baldwin married sisters. He has never seen Baldwin when he was not able to walk straight and take care of himself. Has seen him drink occasionally, but never knew him to get on periodical sprees.

S. A. Johnson, agency clerk, has seen Baldwin almost daily. Has seen him slightly under influence of liquor, but not enough to incapacitate him for business.

George W. Kauffman, of Chickasha, has seen Baldwin drinking, and once when "he couldn't stand up straight without swinging to and fro."

D. P. Smith, architect and civil engineer of Chickasha, has seen a good deal of Baldwin, but never saw him under influence of liquor to any extent. Has seen him drink.

J. A. Rose, a merchant of Chickasha, has had frequent dealings with Baldwin. Has never seen him under influence of liquor to amount to anything.

Capt. A. E. Woodson, U. S. A., acting agent at Cheyenne and Arapahoe Agency, Okla., has known Baldwin twenty years, and has seen him frequently during that time. Has never seen him under influence of liquor to an extent that in any way incapacitated him from properly attending to his business.

Samuel Q. Robinson, major and surgeon, U. S. A., has known Baldwin since 1883, and has seen him frequently during that time. Has never seen him under influence of liquor to an extent that would incapacitate him from business.

Maj. Albert G. Forse, U. S. A., has known Baldwin for about fifteen years, and was stationed at the same post with him once for about ten months, during which time he saw him every day. Never saw him under influence of liquor to an extent that would prevent him from properly performing his duties.

B. Snow, a lumber dealer of Chickasha, has known Baldwin ever since he took charge of agency and met him frequently. Has never seen him under influence of liquor so as to incapacitate him for business. Never saw him take a drink.

Capt. F. D. Baldwin, U. S. A., acting Indian agent, denies that he was intoxicated on the occasion of the Lime Creek council. Has never drunk intoxicating liquors in presence of Indians. Denies that he was drunk at hotel at Anadarko, as charged by John Craggs. Denies that he was drunk at Stinking Creek, as charged by Captain Burbank. Denies that he was intoxicated during progress of any payment at which Lieutenant Saville was present. Denies statements of D. P. Brown. Might have taken a drink or two while en route to Lime Creek council. Had some liquor with him. He does drink, but not often to excess, and never when on duty.

Second and third. Irascibility of temper and unreliability in official business dealings.

W. F. Dietrich says at times Baldwin is as nice as any man he ever saw; at other times he is a perfect fury—flies off into a rage. He doesn't consider Baldwin

reliable in his official dealings. "He will say things to a man that he won't do." His feelings for Baldwin are not friendly.

James N. Jones, a squaw man, says he has had business dealings with Baldwin and he does not treat him civilly. Does not consider Baldwin reliable; he makes promises and don't keep them. He and Baldwin are not on good terms.

Frank L. Fred, Indian trader, says Baldwin has always been courteous and pleasant in business dealings with him. His meetings with Baldwin have been frequent.

W. H. Cleveland, Indian trader, says Baldwin has been unreliable in business dealings with other parties, and his firm did not bid on contracts because they were afraid he would be so with them.

John Craggs, Indian trader, considers Baldwin "reliable under contract."

C. A. Cleveland, Indian trader, says he does not consider Baldwin reliable and his general reputation as a business man is not good. Has nothing against Baldwin personally, but don't like his method of doing business. He is contributing toward the fees of prosecuting attorney in this case.

Superintendent Cox, of Fort Sill School, says he considers Baldwin reliable.

Samuel Strauss, Indian trader, says he has had business dealings with Baldwin and does not consider him reliable. Gives instances of alleged unreliability. Considers him overbearing and tyrannical. As Agent Baldwin he respects him, but as Captain Baldwin has no use for him.

Dudley P. Brown, Indian trader, says he considers Baldwin utterly unreliable and gives reasons for thinking so; wouldn't believe him on oath. He is disagreeable to do business with. He and Baldwin have not been on speaking terms since August, 1896.

M. F. Long, farmer at Rainy Mountain district, has had frequent business dealings with Baldwin. Thinks he is a good business man and treats people all right. He fulfills promises made to him whenever it is possible to do so. Has never seen him in a passion or rage over business matters.

W. C. Smoot, additional farmer at Sugar Creek, has had frequent business dealings with Baldwin and considers him a little forgetful at times, but reliable and pleasant. Indians have expressed themselves to him as satisfied with Baldwin as their agent. Has seen Baldwin transact business with other persons, and he treated them in a gentlemanly manner.

Laurette E. Ballew, field matron at Rainy Mountain, has found Baldwin reliable.

A. S. Dinger, of Fort Worth, Tex., has had business dealings with Baldwin and found him reliable and pleasant.

A. M. Dunn, industrial teacher at Rainy Mountain School, says he has frequently had business transactions with Baldwin and always found him reliable. Last May, at a council during the grass payment, Inspector Duncan asked all the Indians who indorsed the agent to make it known, "and they stood up almost in a body." They indorsed the agent. Never heard of his being unreliable, except from traders and squaw men.

Anna M. Mendenhall, field matron at Anadarko, has had frequent business dealings with Baldwin and always found him reliable and pleasant.

J. D. Hardin, farmer at Fort Sill, has had frequent business dealings with Baldwin and considers him reliable. Has had no trouble with him.

A. E. Camuse, hardware dealer at Chickasha, has had frequent business dealings with Baldwin and always found him reliable and pleasant.

A. L. Yeckley, blacksmith at Fort Sill, has had frequent business dealings with Baldwin and found him reliable.

Father Isadore Ricklin, superintendent St. Patrick's Mission, has known Baldwin since latter came to agency and had business dealings with him about once a month. Considers him very reliable and gentlemanly.

J. C. Cavener, pastor of Methodist Episcopal church, has known Baldwin about one year; has seen him frequently in his office and home and had business dealings with him. Has never found him otherwise than reliable and pleasant.

John Nestell, formerly assistant clerk, has known Baldwin ever since latter took charge of agency, and always found him reliable and pleasant to deal with.

J. J. Methoin, Methodist missionary, has had business dealings with Baldwin and has found him reliable and pleasant to do business with.

Dr. C. R. Hume, agency physician, has always found Baldwin reliable and pleasant to do business with. Sees him nearly every day.

Rev. S. V. Fait, of Anadarko, has known Baldwin about two years and had business dealing with him, and has found him reliable and courteous. Never saw him treat anybody otherwise.

G. L. Pigg, superintendent Riverside School, considers Baldwin thoroughly reliable and pleasant. Has frequent business dealings with him.

J. W. Thomas, of Anadarko, has built some Indian houses under contract with Baldwin and considers him reliable. Has found him pleasant to deal with.

Emmet Cox, squaw man, has found Baldwin reliable and pleasant to deal with. J. H. Dunlap, a carpenter of Anadarko, has had business dealings with Baldwin and considers him reliable and pleasant.

J. R. Osborne and George W. Rose both testify as to having business transactions with Baldwin and finding him reliable and pleasant to deal with.

Quannah Parker, chief of the Comanches, says Baldwin is a man who always comes right up to his promises.

W. H. Quinette, trader at Fort Sill, has had business transactions with Baldwin and considers him reliable.

Capt. H. L. Scott, U. S. A., knows Baldwin well and sees him frequently. Considers him reliable. Their relations have been pleasant.

Rev. W. W. Carithers, missionary, has always found Baldwin reliable and pleasant to do business with.

Lieut. William H. Osborne, U. S. A., has always found Baldwin reliable and agreeable.

George M. Paschall, Indian trader at Fort Sill, has found Baldwin reliable.

E. F. Burton, storekeeper and issue clerk at Fort Sill, formerly assistant clerk at agency, has been thrown with Baldwin a great deal, and has found him reliable and agreeable to do business with.

S. A. Johnson, agency clerk, has found Baldwin reliable. Baldwin frequently transacts business which he knows nothing about, and he is consequently placed in an embarrassing position.

J. M. Ellis, a contractor of Minco, has done a good deal of work for Baldwin, and always found him reliable. Dealings he has had with Baldwin warrant him in believing him a fine business man. He always seems to have interest of Government and Indians at heart.

D. P. Smith, architect and civil engineer, of Chickasha, has done considerable work for Baldwin and considers him reliable and a straight business man.

J. A. Rose, merchant, of Chickasha, has had frequent business dealings with Baldwin and found him a reliable and careful business man.

Capt. A. E. Woodson, U. S. A., acting agent at Cheyenne and Arapahoe Agency, Okla., has known Baldwin for twenty years, and has had business dealings with him frequently during that time. Has found him thoroughly reliable. He conducted his business in a very businesslike manner and exhibited great firmness of character.

Maj. Albert G. Forse, U. S. A., has had business dealings with Baldwin in a military way and has found him reliable and competent.

J. D. Sugg, a cattleman of Chickasha, knows Baldwin and considers him a good and competent business man.

B. Snow, a lumber dealer of Chickasha, has had several business transactions with Baldwin and found him reliable. Considers him a good business man.

Fourth. Appropriation of public property to private uses:

R. E. L. Daniel, issue clerk and inspector, says every employee on the reservation, Captain Baldwin included, has more or less Government property in his use. He furnished provender and beef from warehouse for seventy-five or eighty cavalry horses and men "during General Miles's hunt here," same to be returned by the quartermaster at Fort Sill. Don't know whether this property has been returned or not.

Capt. H. L. Scott, U. S. A., was commander of escort to whom grain and hay was loaned by Baldwin. Says he had an agreement with Baldwin that instead of being obliged to haul forage from Fort Sill to camp near agency Baldwin was to loan him what was needed, same to be replaced by the quartermaster at Fort Sill. Has been away most of the time since and don't know whether this forage was replaced or not. Some beds, cooking utensils, and lamps were also loaned escort by Baldwin.

Capt. F. D. Baldwin, U. S. A., acting Indian agent, admits loaning grain, hay, beef, and some other miscellaneous articles to troops, and says it has been his custom to do this all along when troops would come to agency from Fort Sill on any duty. Officer in charge would sign memorandum receipt, which was sent to the subagency at Fort Sill, and the property was returned to the subagency from the army commissary at Fort Sill. Couldn't swear from his own personal knowledge that the property loaned to General Miles's escort in this particular instance has been returned, but the employee in charge of Fort Sill subagency reports that it is being returned as needed. Has some Government property in his house. Found some of it there when he took charge of agency, and has taken some more since to fit up room for use of inspectors and other guests.

Fifth. Collusion with John Light to defraud the Government in purchase of certain heifers:

W. H. Cleveland, Indian trader, says he saw the advertisement of Captain Baldwin, dated November 18, 1895, for bids on cattle for issue to Indians and knew what kind of cattle were called for. Contract was awarded to John Light, of Chickasha, at \$15.50 per head. He runs a butcher shop, and is a judge of cattle. Saw the cattle delivered by Light under his contract; they were Arkansas and Texas heifers 1 and 2 years old, worth about \$7 or \$8. Couldn't say what the price of such cattle was on November 18, 1895, as he didn't buy any. They were not, however, worth contract price. Never knew yearling heifers to sell in that country for more than \$10. Majority of cattle furnished by Light were yearlings. Money applied to payment of this contract was a portion of that withheld from Indians during payment. Has been told that Indians agreed to appropriation of \$50,000 of their money to buy cattle, but was not at the council and don't know whether such is a fact. A lawyer from Chickasha, representing Captain Baldwin, tried to induce him by a threat to absent himself from agency so as to avoid testifying in investigation. Knows of no collusion between Baldwin and Light.

John Craggs, Indian trader, says he has dealt in and handled cattle for fifty-two years; is familiar with the class of cattle called for in contract of Light, and examined them after they were delivered. They were Arkansas and Texas heifers, a poor class of range cattle, general market price of which at that time was \$7.50 per head. In January, market price of 1 and 2 year olds was about \$9. Considered \$15.50 an excessive and exorbitant price, and so told agent and contractor. Light brought 900 more cattle than contract called for and sold them for \$9 per head. Those he sold were of better grade than those delivered under contract. There were not sufficient cattle of class called for by advertisement to fill the contract, and if Light had furnished class of cattle prescribed by contract it would have been necessary for him to go to Missouri, Nebraska, Illinois, or Iowa to get them. Considers the manner in which this contract was filled an outrage and fraud upon the Indians—that they didn't get the value of their money.

W. F. Dietrich has had experience with cattle; knows the difference between well-bred native American cattle, such as were called for by contract with John W. Light, and Arkansas, Texas, and Mexican cattle, and saw those delivered by Light under contract. They were of last-named class. Average market price of such cattle at time they were delivered was \$10 or \$10.50. Don't know what market price was when contract was awarded, but thinks there had been no fluctuation, and if there had been he would have known of it. Cattle delivered by Light were not worth more than \$10 or \$10.50 per head. He bought about 800 of the cattle brought there by Light out of the same herd for \$9 and \$12 per head. He made the trade while Light was filling contract, but received cattle later. Don't think there was any difference in market price between date of Light's contract and time of his purchase. He paid \$9 for 1-year-olds and \$12 for 2-year-olds. Cattle he bought were in about same condition as those delivered by Light. Light's cattle were not inspected by army officer or Indian chiefs, but by Judge Stilwell, who is not a stock man and not considered competent to conduct such inspection. About 40 or 50 head of cattle were rejected by Stilwell, some of them better than others that were accepted. His feelings toward Baldwin and Light are not very friendly. Says Baldwin has discriminated against him and his family. He is a squaw man.

W. K. Lowd was working for Light at time latter filled his contract for cattle and helped to handle said cattle. They were 1 and 2 year olds, principally 2-year-old heifers, Texas cattle of tolerably fair grade. Thinks about half of them had some good blood of different breeds. The 400 or 500 head sold to Dietrich and Woodard were of about same grade as those delivered by Light under contract, but were poor and lighter. Don't know price paid. Light for those delivered under contract, but considers their cost market value to have been about \$12 per head. All of these cattle were mixed with Texas and Arkansas blood.

James N. Jones, a squaw man, says the cattle delivered by Light under contract were Texas and Arkansas cattle, not native-bred American and not graded. He and Baldwin are not on good terms.

T. F. Woodard, a squaw man, says he saw about 500 of the cattle delivered under contract by Light. They were not native American, but eastern Texas or Arkansas cattle. Did not come up to grade specified in contract. Don't think they were worth more than \$8 or \$9 when contract was awarded. Does not know of any collusion between Baldwin and Light in this cattle deal. He bought some cattle out of the bunch brought by Light and paid \$9 and \$12, on time. Could have bought them for \$1 less per head for cash. Cattle he bought were just as good as those furnished the Government by Light under contract. Has no ill

feelings against either Light or Baldwin, but has no particular liking for them either.

John Sullivan, assistant farmer, says he helped to handle cattle delivered by Light, and knows they were not well-bred native American cattle.

Dudley P. Brown, Indian trader, says he knows nothing personally about the Light contract, but it has been common talk in that country that Baldwin and Light were in collusion.

To wac o nie Jim, Wichita Indian, says he furnished 50 head of cattle for the agency; he didn't have any cattle himself, but took a note from Baldwin to John Light, who let him have the cattle, and when he turned them in Baldwin paid him \$62.50; didn't know he was being paid for cattle, but thought it was just for driving them down to the agency.

Wanna, Comanche Indian, says he furnished 46 head of cattle for the agency; got them from John Light; didn't pay Light anything for them; agent paid him \$57.50 upon delivery of cattle; he had no cattle of his own, and Baldwin told him to go to Chickasha and get them.

J. D. Hardin, farmer at Fort Sill subagency, saw cattle said to have been delivered by Light in May, 1896; they were graded cattle, i. e., a cross between blooded and common stock; has heard no complaints from Indians about quality of cattle. White Eagle and Lone Wolf, chiefs, looked over cattle with him and said they liked them all but about 75 head.

Emmet Cox, squaw man, testifies that when Light's cattle were delivered he was buying cattle of same grade at \$8 and \$10 per head; thinks in December, 1895, when contract was made, cattle were worth from \$3 to \$5 a head more.

Quanah Parker, chief of the Comanches, says Indians were satisfied with cattle furnished by Light. He sold cattle to the Government for issue to Indians about same time Light did, and got \$15.50 per head for them. He afterwards bought some more for himself, yearlings, about on an average with the ones he sold, and paid \$7 a head for them.

W. H. Quinette, trader at Fort Sill, saw a number of the cattle delivered by Light; they were very good; some of them were graded; thinks they were worth about \$15 a head; was not posted on the market price.

S. E. Stilwell, district commissioner, inspected the cattle delivered by Light. They were cattle that had been bred up from domestic or Indian Territory stock. Thinks the market price of that class of cattle at time contract was made was about \$11.50 and \$13 a head. By time cattle were delivered price had declined \$2.50 or \$3 a head. Thinks Light's cattle were free from Texas, Arkansas, and Mexican blood and came up to requirements of contract.

Chaddle kaung ky and Lone Wolf were asked by Baldwin to inspect cattle purchased for issue to Indians. Made inspection, but refused to sign certificate because cattle were small and poor. Are not very friendly with Baldwin.

Jeff Gillmore, inspector of Cattle Raisers' Association of Texas, saw and inspected cattle delivered by Light under his contract. They were good graded cattle and as good for breeding purposes as cattle brought from north of the quarantine line. None of them were "dogies."

P. C. Scott, of Chickasha, was in employ of Light and bought about 200 1 and 2 year old cattle for him in September and October, 1895. Don't know whether they were to fill a contract with Government or not. They were free from Texas, Arkansas, and Mexican blood.

C. M. Fechheimer, counsel for Baldwin, admits suggesting to W. H. Cleveland that he absent himself from investigation, but says his object was to prevent Cleveland from getting mixed up in it for his own good. Did not do this in Baldwin's interest and latter knew nothing of it.

J. B. Spooks of Chickasha, helped to deliver cattle for Light. They were first-class heifers of good blood. Such cattle would average in price on December 28, 1895, from \$12 to \$18 per head. In May, 1896, they could probably have been bought for \$14 to \$16. None of them were what is known as Arkansas and east Texas cattle. He is a partner of Light's.

J. A. Gamel, a cattle dealer of Chickasha, says 1 and 2 year old heifers, graded Indian Territory cattle, were worth on or about December 28, 1895, from \$11.50 to \$16 a head. Prices declined \$3 to \$5 per head by the 10th of May, 1896.

J. W. Light, of Chickasha, says he bought cattle delivered under his contract with the Government in the Chickasaw Nation; they were 1 and 2 year old heifers, graded; that is, a cross between inferior stock and Durham, Hereford, Holstein, and several other breeds. They were half-breeds or better. Market price of such cattle at time he made contract was \$8 to \$9 for 1-year old and \$12 to \$13 for 2-year old heifers. Reason he placed his bid at \$15.50 was that he expected some delay in getting his money and calculated that the squaw men might make trouble for him and

tie his money up indefinitely. He had some north Texas cattle on his ranch, but don't think any of them were turned in with those he bought to fill his contract. If they were, it was an oversight on the part of the parties handling them. He didn't see the bunch that was turned in. There was no collusion between him and Baldwin in this deal; in fact, he thought Baldwin had been too hard on him, and had kicked about it. Can't say that his cattle were free from Arkansas and Texas blood. Thinks there are as good cattle in Arkansas and Texas as anywhere else in the United States. Did not pay Stilwell anything or make him any present for inspecting cattle. Never presented Baldwin with a carriage or vehicle of any kind. Has sold two bunches of cattle to Indians to be sold by them to the Government. Did this on letters given him by the Indians addressed by Baldwin "to whom it may concern," saying that if the Indians bought any cattle from anybody he (Baldwin) would be responsible for them. Neither of these Indians told him that Baldwin had sent them to him. Don't know whether he made any money out of cattle deal with Government or not. Thinks he would have made more money if he had stayed out of it. The bulls he delivered under contract were better than contract called for and cost him more than he got for them.

S. B. Burnett, a cattle dealer of Fort Worth, Tex., saw advertisement for bids on cattle, but didn't bid on them. Wouldn't have attempted to fill contract for less than \$18 a head, and thought it would be useless to bid, as somebody would underbid him.

J. D. Sugg, a cattleman of Chickasha, filled a contract with Captain Scott, of Fort Sill, about the time contract was let to Light, at \$17 a head and lost money.

Capt. F. D. Baldwin, U. S. A., acting Indian agent, says he bought 1,400 heifers and 74 bulls from John W. Light for issue to Indians. Indians had agreed in council to appropriation of their money for that purpose. Light's contract was approved by the Commissioner of Indian Affairs. All bids, of which Light's was the lowest, were sent to Washington. Appointed Stilwell to inspect cattle because he had a good reputation as a cattleman and was considered an honest, straightforward and incorruptible person. Cattle were good, and fully complied with requirements of contract. Forgot to appoint five Indians to inspect cattle, as agreed with Indians in council, until after they had been received, but rectified the mistake as soon as it was discovered. Requested Big Tree and Chaddle kaung ky to sign certificate. Former signed but latter refused, not because he was dissatisfied with the cattle but because he was opposed to signing any papers for him. There was no collusion between him and Light in this matter whatever. Explains circumstances of purchase of cattle from Light to To wac o nie Jim and Wanna to be sold by them to the Government. Light has not presented him with a vehicle of any kind. He sold Light a surrey which belonged to him individually, but Light has never called for it, and it has never been delivered. Light has not paid for it yet.

Sixth. Collusion and fraudulent agreement with John Ellis to build Indian houses. (No evidence in support of this charge.)

Seventh. Irregular withholding money from Indians for purpose of building houses and failing to account for same:

W. H. Cleveland, Indian trader, says Indians have not paid their store bills because part of their grass money has been withheld by Baldwin for the purpose of building houses and buying cattle. Don't think he has built any houses, but may have built a few. Lumber contract for these houses was made within the last thirty days. Baldwin has had money in his hands some of it for six months and some of it for a year. Indians have told him that money was withheld by Baldwin without their consent. Massape, a policeman, told him Baldwin threatened to discharge him unless he consented to money being withheld to build a house. Never saw him withhold any money, and knows nothing but what he has been told. Baldwin advised the Indians at payment of December, 1896, to pay their debts.

John Craggs, Indian trader, says some of his Indian customers have been unable to pay their bills because part of their money was withheld to build houses and buy cattle. Baldwin knew at the time he withheld this money that the Indians were indebted to traders.

C. A. Cleveland, Indian trader, says Indians were not able to pay their store accounts, and gave as a reason that their money had been withheld by Baldwin to build houses with. Baldwin also told him he had received money from Indians for purpose named.

Frank L. Fred, Indian trader, says a considerable amount of money was taken by Baldwin from the Indians about a year ago to buy cattle for them, and Baldwin himself told him last May he had about \$5,000 in his hands for the purpose of building houses.

T. F. Woodard, a squaw man, says he speaks the Indian language. Indians have told him their money had been withheld last spring to build houses, and they wanted to get the houses or have their money returned.

Samuel Strauss, Indian trader, says Indians told him Captain Baldwin had withheld their money for purpose of building houses. Don't know whether Indians had receipts for money withheld or not. None of Indians whose money was withheld last June have received houses or lumber. Knows of about twelve houses built for Indians in 1895. He furnished brick for flues of these houses, and hasn't been paid for them by contractor yet. Attributes this fact to Baldwin's unreliability. As Agent Baldwin he respects him, but as Captain Baldwin has no use for him.

Ke ah bone, Kiowa Indian, gave Baldwin \$54 at payment before last, for purpose of building a house. Agent asked him for it. Hasn't received the house yet.

Big Tree, Kiowa Indian, gave Baldwin \$50 about a year ago, with which to build a house, and has received the house. Baldwin did not ask him for the money.

Massape, Kiowa Indian, gave Baldwin \$50 for purpose of building a house. Hasn't got the house yet. Baldwin didn't ask him for the money.

Henry Tsoodle, Kiowa Indian, gave Baldwin \$50 with which to build him a house. Baldwin didn't ask him for the money. Hasn't gotten his house yet.

To ka motes, Kiowa Indian, gave Baldwin \$100 last June with which to build him a house. Hasn't received the house yet.

Dudley P. Brown, Indian trader, says Indians gave as a reason for not paying their store accounts that money had been withheld from them by Baldwin, for the purpose of building houses. Some of them said they didn't want houses, but Baldwin insisted, and they were afraid if they didn't leave money he would get mad and stop their rations. Don't know of any houses having been built by Baldwin. He and Baldwin have not been on speaking terms since August, 1896.

M. F. Long, farmer, Rainy Mountain district, says he knows of 9 or 10 houses in his district built by Baldwin for Indians within the last two years. Carpenters who built them told him they had been paid for their work. He has collected money from Indians in his district for purpose of building houses. Did so by authority of Baldwin. Indians did not object to giving it to him, but did it voluntarily. Didn't give them any receipts, because didn't consider it safe to do so, but noted on their ration tickets "\$50 deposited to build a house," and kept a record of it in his books.

Laurette E. Ballew, field matron at Rainy Mountain, says Indians have expressed themselves to her as pleased with Baldwin's plan of building houses for them. That seems to be the prevailing sentiment among them. She has received money from Indians for this purpose and turned it over to Baldwin. Gave the Indians no receipts. About 30 houses have been erected in her district within the last two years.

Marietta Reeside, an employee of Baptist mission at Rainy Mountain, says about 30 Indian houses have been built in that district during Baldwin's administration, about 6 of which were built by the Indians without Government help.

A. M. Dunn, industrial teacher at Rainy Mountain School, says he supposes about 30 houses have been built for Indians in that district since Baldwin has been in charge of agency.

W. C. Snoat, additional farmer at Sugar Creek, says about 125 Indian houses have been built in his district since Baldwin took charge of agency.

J. D. Hardin, farmer at Fort Sill subagency, says he has collected considerable money from Indians to build houses with and they have given it to him voluntarily. There have been about 27 houses built in his district within last two years, 18 of them by the Government. Has collected for about 38 houses, which have not been built. Have been no houses built since June, 1896.

McKinzie, Kiowa Indian, gave Baldwin money about a year ago to build a house, and hasn't gotten the house yet.

J. M. Ellis, a contractor of Minco, has built 8 Indian houses for Baldwin, at \$50 each.

Capt. F. D. Baldwin, U. S. A., acting Indian agent, details his plan of building houses for Indians. Delay in putting them up is due to nonreceipt of lumber. About 90 Indians, including those that did not get houses last year, now have money deposited with him. Never used any influence himself or instructed farmers to use any to induce Indians to deposit their money for houses. Never told any Indians to deposit their money with him and let the traders wait for what was due them. Indians have deposited between \$6,000 and \$6,500 with which to build houses. He has kept account of the whole matter with each Indian individually. Has a large book for that special purpose. Receipts are not given Indians, because they might negotiate them, and thus create trouble and confusion.

Eighth. Presenting false vouchers.

John Colton, of Chickasha, says he never sold Baldwin any seed oats, but did sell him some bran on June 1, 1895. When he was paid, on August 1, 1895, he signed a voucher for seed oats. Signed before he read it.

(Voucher 25, to cash accounts of Baldwin for first quarter, 1896, shows 48 bushels oats, at 50 cents per bushel purchased, from John A. Colton & Co., of Chickasha.)

D. P. Brown, Indian trader, says he was present when Baldwin gave John Colton a verbal order for about 2,000 pounds of bran. Don't know whether the bran was delivered or not.

Capt. F. D. Baldwin, U. S. A., acting Indian agent, says he has no recollection of making a purchase from Colton. Doesn't know such a man. He has filed with his papers a voucher in name of "Coltal," if he remembers correctly, for oats, amounting to \$28. Did buy a ton of bran from the Tait Milling Company, and have voucher made for corn. Had no authority to buy bran, but did have one to purchase corn. Stock needed soft feed, so instead of buying corn purchased bran of equal value.

HEADQUARTERS OF THE ARMY,
Washington, D. C., February 19, 1897.

THE SECRETARY OF THE INTERIOR.

SIR: I have the honor to inclose herewith a petition received this morning from Oklahoma Territory by citizens living in that vicinity. Several of them are known to me, and from personal knowledge I can indorse the statement contained in their petition, and respectfully submit it for your consideration, as the good opinion of the Indians themselves and the citizens living near the reservation is certainly a very strong indorsement of the integrity and efficiency of their agent, Maj. F. D. Baldwin.

Yours, very respectfully,

NELSON A. MILES,
Major-General, U. S. A.

NAVAJO, GREER COUNTY, OKLA., February 9, 1897.

Maj. Gen. NELSON A. MILES,
Washington, D. C.

SIR: We, the undersigned, citizens and residents of Greer County, Okla., having resided upon the border of the Kiowa and Comanche Reservation for a number of years, do set forth the following facts in regard to Maj. F. D. Baldwin, acting agent for Kiowa and Comanche Indians:

That we believe that during his administration of their affairs that their advancement has been greater than under any former agent and that the Indians have been more civil when visiting this country; that their visits have not been so frequent; that they have brought less annuity goods here for sale, and seem to be advancing faster toward civilization. And we believe that in the removal of Major Baldwin will be a detriment to the Indians as well as ourselves. We do not know Major Baldwin personally or are we in any way interested in his welfare.

J. R. Parker, G. W. Grimes, I. B. Bul, J. M. Ferris, T. J. Baker, B. E. Chivers, O. B. Yeckley, John Mitchell, A. N. Ewing, J. L. A. White, J. D. Steroud, Waren Howard, Arthar Neil, Thomas Ewing, B. T. Hawkins, F. L. Werner, Jno. Brown, A. F. Fink, J. D. Bailey, W. J. Shelton, W. B. Shelton, J. A. Adams, J. M. Kelley, J. W. McClurg, E. A. Williams, H. C. Redding, Z. H. Peter, Thos. Beard, G. M. Dale, ex-deputy sheriff; W. M. Ferris, Warren Ferris, J. F. Dahl, D. H. Hamilton, G. W. Lee, H. C. Ricks, W. H. Ricks, J. W. Whinery, J. H. Lampkin, J. M. Shropshire, R. E. Taylor, B. O. Banks, J. H. Ricks, T. F. Bivens, A. T. Baker, F. E. Herring, Lee Shropshire, Charlie Soultt, I. M. Baker, S. M. Casteel, county commissioner; J. L. Jackson, D. Coulter, W. P. Roberts, H. C. Inklebarger, J. G. Anderson, W. H. Shelton, C. L. Ricks, W. H. Plew, E. R. Roberts, R. T. Bowling, J. R. Graves, J. B. Goodfellow.

NAVAJO, GREER COUNTY, OKLA., *February 11, 1897.*

This is to certify that I circulated this petition among the citizens of Greer County. I also certify that there has not been any man's name signed to this petition that lives over 4 miles from border of the Territory. I have resided on the border of the Territory for fifteen years and have been personally acquainted with every other agent except Major Baldwin. I don't know Major Baldwin nor I have never seen him, but I do know that he has made a good agent in behalf of the Indians. I most respectfully request that this petition be presented to the Secretary of the Interior in the behalf of Major Baldwin.

Yours, respectfully,

JOHN M. PASSMORE.

DEPARTMENT OF THE INTERIOR,
Washington, March 2, 1897.

THE COMMISSIONER OF INDIAN AFFAIRS.

SIR: I have received your letter of the 27th ultimo, with accompanying papers, reporting upon the investigation conducted by Inspector McCormick of the condition of affairs at the Kiowa and Comanche Agency, Okla., and of charges against Capt. Frank D. Baldwin, U. S. A., the acting Indian agent.

In view of the facts stated by the inspector, you are hereby instructed to direct Acting Agent Baldwin to discharge his chief clerk, Mr. S. A. Johnson, at the end of his leave of absence, it being understood that he is now absent from the agency on leave.

You will also caution Acting Agent Baldwin against the use of intoxicating liquors in the future while in the service in the capacity named, and reprimand him for carrying on the rolls, under an Indian name, a white man, John Sullivan, whom the Department had ordered to be discharged, and direct him to discharge the said white man forthwith.

This must not be considered as a final and full disposition of the charges, nor to debar my successor from taking further action thereon.

Very respectfully,

D. R. FRANCIS, *Secretary.*

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, March 13, 1897.

THE SECRETARY OF THE INTERIOR.

SIR: I have the honor to invite your attention to office report of February 27, 1897, made to your predecessor, concerning certain charges against Capt. Frank D. Baldwin, U. S. A., acting agent of the Kiowa and Comanche Agency, particularly to that portion found on page 21, relative to irregular leasing, and the collection of money for the privilege of driving stock across the reservation.

It was therein stated that Mr. Hurley's report was somewhat vague and uncertain concerning the subject of irregular leasing, and that there was no evidence to throw light upon it; and also that to make the matter intelligible Captain Baldwin would be called upon for additional information on this point, and his reply, with suitable remarks, would be reported to the Department at a later date.

It was also stated that the question concerning the driving of cattle across the reservation would be referred to Captain Baldwin for explanation, and would form the subject of a future report.

Accordingly, on March 2, 1897, Captain Baldwin was requested to make a special report with reference to the informal leasing, setting forth all the facts in connection therewith, why they are made, why they are kept in his private desk, instead of being made a part of the office records, and why, in John Light's case, the 6,000 acres leased by him were not inclosed; and also to report with reference to certain cash entries found by Mr. Hurley, taken up on the cashbook, but from which entries it could not be told how many cattle had been driven across the reservation or how much money had been received from this source.

I am now in receipt of Captain Baldwin's report in the premises, dated the 6th instant, in which he explains both of these matters in detail. A copy of the report is sent you herewith for your information. It has been thought that this course would be more satisfactory than to summarize the report in this letter.

With reference to the authority granted Captain Baldwin to enter into informal leases (by which was meant leases not solicited by advertisement inviting proposals), I have the honor to advise you that on March 22, 1896, the Department, in

accepting the eleven bids that were made under the advertisement inviting proposals, directed that all the remaining pastures on the reservation, numbering some ten or eleven, for which no bids were received, be informally leased to good and responsible tenants for the year ending March 31, 1897, at a rate not less than 6 cents per acre. On March 25, 1896, Captain Baldwin was instructed as directed by the Department.

The number of approved leases on the reservation is set out on page 37 of my annual report for 1896, to which attention is respectfully invited. As I have stated above, but 11 of the 14 pastures held under approved leases were bid upon under the advertisements inviting proposals; the remaining three were leased under informal bids. These are the leases of D. Wagoner & Sons, for 18,000 acres; D. Wagoner & Sons, for 25,000 acres, and James Myers, for 7,000 acres. In addition to these three, which were approved and which are shown in my annual report for 1896, on December 21, 1896, Captain Baldwin submitted one part of four leases for the period of one year from April 1, 1896, at the rate of 6 cents per acre with the following parties: John W. Light, "Jones pasture," containing 6,000 acres; James B. Sparks, "Smith pasture," containing 7,000 acres; Robert B. Williams, portion of "Parcoddy pasture," containing 4,000 acres, and John R. Stinson, "Pasture No. 31," containing 37,400 acres. Captain Baldwin stated that all these parties had paid their rent in full for the entire year.

The leases not having been executed in triplicate, as required by the rules of the Department, and being informal in other respects, and the date of expiration being so near at hand, were not submitted to the Department for approval. On December 30, 1896, Captain Baldwin's attention was invited to the informalities of the leases, and he was advised that the leases could not be approved by reason thereof. He was also advised that in view of the early approach of the date of expiration, and of the fact that the parties had all paid their rent in full for the entire year, new leases need not be executed, and the parties would be permitted to remain in possession of their respective pastures until the close of the year, March 31, 1897.

With respect to the collection of money for the privilege of driving cattle across the reservation, this office has no information concerning the matter further than that contained in Captain Baldwin's report. The office was aware, however, before this investigation was made, that Captain Baldwin was charging cattlemen and stock owners for the privilege of crossing the reservation, under the provisions of section 614, Regulations of the Indian Office, 1894.

Very respectfully, your obedient servant,

D. M. BROWNING, *Commissioner.*

DEPARTMENT OF THE INTERIOR, UNITED STATES INDIAN SERVICE,
Kiowa Agency, Anadarko, Okla., March 6, 1897.

The COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: In reply to letter from your office of March 2, 1897 (A), I have the honor to state that not one of the informal leases referred to are with squaw men, and Mr. Hurley knew it. As to these leases being kept in my "private desk, and he did not see them," is not so. I personally showed Mr. Hurley every lease of that character which has been made this year, and he had them in his possession so long as he desired. I have no desk that can be called a private desk in the office, and I often have all of the leases, as well as other important papers, in my office desk, and especially was this the case during the past season when the pastures were being resurveyed, for purpose of ready reference. As to my authority for taking leases of this character, I would invite attention to communications from your office of May 25, 1896, "Land, Auth'y 48345, 19412-1896;" also letter of December 30, 1896 "Land, 48285-1896," in reply to letter from this office of December 21, 1896, embodying full explanation as to informal leases. If any of these leases were forwarded to you without bonds, etc., and not in triplicate, it was because the full amount of rent had been paid.

The John Light contract for 6,000 acres open pasture, within a fenced pasture of 21,000 acres, was sent to the Department December 21, 1896. This pasture can not be called a fenced pasture. The main road cuts into it its entire length from east to west, over which the mails are carried, and over which hundreds of freight teams and other teams pass monthly, as well as thousands of cattle passing en route to or from the leased pastures, and often small herds en route from the Indian Territory to the Cheyenne country or Greer County, which pass through this pasture almost daily. The grass in this pasture is eaten off for from 2 to

3 miles either side of the road by transient stock, leaving but a small portion of the acreage of the pasture suitable or desired as a permanent pasture. It is mainly for this reason that there were no bids on this pasture when they were advertised for lease in the spring. When Mr. Light asked for new pasture lands it was late in August. He had from 700 to 800 head of 1 and 2 year old stock for which he wanted pasture for five or six months. For reasons stated, this pasture was not considered a desirable one by Mr. Light, but to get as much out of it as possible, I offered to let him have the 6,000 acres as an open pasture, and under the circumstances I believed had made a good bargain. He was the only man that offered to accept the proposition, although I had approached several parties with the same. He paid the full amount of rental, 6 cents per acre, for the entire year, but did not occupy the land to exceed six months. For further information I would refer the Department to copy of contract now on file in your office.

As to the money taken up on cashbook received for privileges of driving cattle across the reservation, I would state that long before I came here it was the custom to tax a certain sum of money for each herd of stock driven across the reservation. For the past two years the uniform price has been 10 cents per head for all loose stock. When paid, the party in charge is granted permission to cross. Often this money is collected by the farmers and police whenever parties are found crossing the reservation with stock at long distances from the agency without authority, and they are required to compel payment of this money, and then to see that the parties with cattle leave the reservation at once. Whenever it is practicable, certificates are taken of the parties paying this money to the effect that he has paid so much and no more, etc. No one is allowed to dally along the road or to leave the main traveled road from place to place, and never more than five days are allowed in crossing the reservation. No one has more right to drive stock onto this reservation than they would to drive into a farmer's field without authority and the payment of a just sum and owing to the impossibility of keeping people from crossing this reservation, which has been done for years, owing to the inadequate force to prevent it, I continued the policy of my predecessors in imposing the tax, which to some extent would enable me to keep track of the largest portion of stock driven onto this reservation. All moneys received from this source have invariably been accounted for as proceeds of labor. It is an error in not making the entry in cashbook so as to show number of cattle and amount received; but it certainly was as easy to ascertain the number of cattle driven as to ascertain the amount received per head, as neither statement is entered in the cashbook, but will be so entered in the future.

Very respectfully,

FRANK D. BALDWIN,
Captain, Fifth Infantry, Acting Agent.

ST. LOUIS, October 1, 1896.

Hon. D. R. FRANCIS,
Secretary of the Interior, Washington, D. C.

DEAR SIR: At the solicitation and on the representation of friends of mine in the Indian Territory who are familiar with the facts hereinafter stated, I write to ask your attention and action in the following matter:

Maj. F. D. Baldwin, agent at Anadarko, proposes to take about \$25,000 from the lease money due the Indians and appropriate it to the purpose of building a school-house, which it is estimated will cost about \$75,000, the Government to furnish the balance of the money.

The Indians say that it is an outrage; that they have never agreed to anything of the kind, and don't want any such a building, as they have a fine building already, which only needs a few hundred dollars to be expended in repairs to put it in first-class order.

If the new building is erected, the present one will be abandoned.

The Indian traders, on the assurance that the next payment would be for \$20 per capita, have sold a large amount of goods on credit on that basis, and now to have the money due to the Indians diverted for other purposes would deprive them of the amount and prevent all of the traders from receiving their just dues.

Nine-tenths of the Indians are opposed to this. This is a matter of such grave importance, both to the Indians, who have a right to be heard in the matter, and to other parties interested, I think the Government should not undertake to carry out the proposed scheme without the assent of the Indians. The money belongs to them and they have a right to be fully consulted in the matter.

I beg to suggest you to appoint some one as special agent to investigate this matter and find out what is the will of the Indians.

I understand it has been represented by the agent to the Interior Department that the Indians had agreed to give up this \$25,000 for the purpose mentioned. From information, which I believe to be thoroughly reliable, I am confident the Indians are opposed to it.

There can be no trouble in getting at the facts if you send an inspector there for that purpose, who will be independent enough to act in the matter without reference to the wishes or opinion of the agent.

If, as is usually the case, the inspector becomes the guest of the agent, and finds the facts and makes a report under the influence of the agent, of course an investigation in such cases amounts to nothing. I think some one ought to be sent down to look into this matter who will not be afraid to speak out in meeting.

Asking you to take prompt measures to investigate this matter,

I am, yours, respectfully,

C. C. RAINWATER.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, October 5, 1896.

THE SECRETARY OF THE INTERIOR.

SIR: I am in receipt by your reference of a letter from C. C. Rainwater, St. Louis, Mo., of date October 1, 1896, in which Mr. Rainwater, upon the representation of certain friends of his in Indian Territory, makes charges against Capt. F. D. Baldwin, acting United States Indian agent, in reference to the erection of a new school building for the Kiowa, Comanche, and Wichita Agency. It is stated that Captain Baldwin proposes to take about \$25,000 from lease money due the Indians and appropriate it to the purposes of building the school plant, estimated to cost about \$75,000, the Government to furnish the balance. He states that the Indians say it is an outrage and that they have never agreed to anything of the kind and don't want any such building, as they have a fine building already, only requiring a few hundred dollars for repairs to make it first class; that if the new school buildings are erected the present school will be abandoned; that the Indian traders, on the assurance that the Indian payment will be \$20 per capita, have sold a large amount of goods on credit on that basis, and now to have the money due the Indians diverted to other purposes would deprive them of the amount and prevent all of the traders from receiving their just dues; that nine-tenths of the Indians are opposed to the new school; that he does not think the Government should undertake to carry out the scheme without the assent of the Indians, the money belonging to them, and he suggests that a special agent who will not rely upon the agent's representations be sent for the purpose of investigating the matter.

In reply to your request for immediate report of such information as I may be possessed of concerning the matter inquired about, I have the honor to report as follows:

The question of providing additional accommodations for the children on this agency was first agitated in January, 1895, since which time considerable correspondence has been had with the agent in reference thereto. In April, 1895, Superintendent Hart, of the Washita School, through the agent, submitted an estimate for replastering the Washita School building, which brought the office to the consideration of said buildings. Captain Baldwin stated in reference thereto that he had not only made a careful examination of the Washita School buildings, but had engaged the services and secured the opinion of a gentleman who was reputed to be a first-class architect and builder to examine it and submit his opinion in writing, which was forwarded to this office. The architect says that he does not think, under the present condition of the building, that it would be advisable to repair it, as it would cost too much and would be temporary at best.

The agent further stated that in order to continue the school new buildings would have to be provided throughout, as he did not feel like assuming the responsibility of recommending it to be used for another season, even with the temporary repairs that would be necessary. He was informed, he says, by different parties that the building had been inspected several times and invariably condemned. On the basis of this report I deem it advisable to discontinue the school and make no attempt to rebuild it at its present unfavorable location. This building is the one probably referred to in the communication where Mr. Rainwater says, "If the new building is erected the present one will be abandoned." The Washita school was discontinued on June 30. Prior to that date for several months employees had been gradually taken away and the Indians and others

interested must certainly have known since that time that the school would not be continued during the present fiscal year. No complaint on that score, or in reference to the proposed plant, has ever reached this office, either from the Indians or other sources.

There is a school population at this agency of between seven and eight hundred, with accommodations for only 245.

The acting agent was very much interested in the education of the Indians, and was urgent and insistent that greater accommodations should be provided for them. It was at first thought to increase the capacities of the three other schools on the reservation, Riverside, Rainy Mountain, and Fort Sill. Owing to the limited appropriations last year it was impossible to make the same, and the matter was postponed until a more favorable time during the present year, when a better solution of the question was presented by Captain Baldwin in a letter to this office of May 1, in which he stated: "Last Tuesday I held a council of the Indians on this reservation in regard to leasing of the lands and secured their formal consent to the same. During the council the question of appropriation money to erect a new school building was brought up and discussed very thoroughly, and they readily consented to the appropriation of \$25,000 of the moneys to be secured from the leasing of the lands the coming year for this purpose. There was but one or two dissenting votes and they were from the Kiowas. Since the council many of the Indians have spoken to me in regard to it, and they are well pleased with the prospect of having a school for the advanced children, that they may be able to educate their children within their own country." This action was predicated upon the Government supplementing the same with a sum sufficient to give them a proper plant. Upon the receipt of this letter I immediately took steps for carrying out the wishes of these Indians, believing that such vital educational interests demanded recognition by this office; therefore Captain Baldwin was directed to make a preliminary survey of the available sites on the reservation for the new school. On June 5 the acting agent forwarded to this office a communication of the council signed by a large number of Indians, to which was appended two supplementary lists of the chiefs and headmen of the Apache, Kiowa, and Comanche Indians agreeing to the proposition, all of which papers are now on file in this office.

Captain Baldwin has selected for the site of the school a beautiful tract of land at Mount Scott, 12 miles from the subagency, and on Saturday I forwarded to him the plans of the school building to be erected at the Rosebud Agency as a guide for locating the same. Inspector Duncan, in making a report last July upon the condition of affairs at that agency, reported as follows:

"It is proposed to discontinue the Kiowa school and establish a new one, and for this purpose the Indians have made a voluntary contribution of \$25,000 and seem to be very much pleased at the idea that they are aiding in building a school. Agent Baldwin proposes to establish the school near the center of the reservation, but I think he should be directed to build nearer the railroad, as the lands are much better and more wood and water could be obtained, and much nearer in the way of transportation."

This criticism upon the location selected by Agent Baldwin was forwarded to him, and on August 3 he made a full and complete report, in which he stated that he had traveled over the reservation and there was no more desirable or beautiful spot than the one he had selected; that locating the school near a railroad had many advantages, but there was no spot or section of country near the railroad where water, timber, and healthful surroundings could be secured; that building material, such as stone and clay for making brick, are convenient and in abundant quantities; therefore he could not recommend any point nearer the railroad than the one he had selected.

I submit these facts, confident that they will bear out the judgment of this office that, in supplementing the Indians' contribution of \$25,000 with a sum sufficient to give their children a first-class industrial school, the cause of Indian education on this reservation will be advanced in a most marked and satisfactory way. In my last annual report I made a special recommendation upon the necessity for greater educational advantages for these children.

There has been nothing received in this office to justify the statement of Mr. Rainwater that "nine-tenths of the Indians are opposed to the project." And this is the first intimation I have had that there was any opposition to the Indians making a contribution for the purpose of educating their own children.

I am of the opinion that these Indians should be permitted to use their own money for the benefit of their children. Only a few years ago these Indians were considered among the most savage and ignorant with which this Government had to deal, and this large monetary contribution on their part in order to secure better

educational facilities for their children should be encouraged as a praiseworthy act upon their part, and not be thwarted because certain people desiring to trade with them fear they may not be able to collect their bills made with them. A school built under these circumstances will, in my opinion, appeal direct to the Indian, and he will feel that he has a vital interest in its success.

For almost one year the traders on this reservation have known that of the lease money \$25,000 had been set aside at the request of the Indians for this purpose, and while it would doubtless be to the interest of these Indian traders that all of their funds should be paid direct to the Indians and thus be expended at their stores, when Indians become so interested in the education of their children as to willingly set aside a portion of their funds, as in this case, to erect a school building, it should be carried out.

I herewith return the communication of Mr. Rainwater.

Very respectfully,

D. M. BROWNING, *Commissioner.*