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Memorial of the Indian Rights Association

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TIMBER LANDS ON CHIPPEWA INDIAN RESERVATION IN
MINNESOTA.

JANUARY 6, 1899.—Ordered to be printed.

Mr. PLATT, of Connecticut, presented the following

**MEMORIAL FROM THE INDIAN RIGHTS ASSOCIATION RELATING
TO TIMBER LANDS ON THE CHIPPEWA INDIAN RESERVATION
IN MINNESOTA.**

The honorable United States Senate:

We solicit your interest in behalf of the Chippewa Indians of Minnesota looking to a change of existing law for which the Indians have appealed.

In the year 1889 the different bands of Chippewa Indians in the State of Minnesota signed agreements ceding their surplus lands in that State to the United States, in conformity with the act of Congress approved January 14, 1889.

Said act provides that the value of all "standing or growing" pine on said ceded lands shall be determined within a "reasonable time" by competent estimators, and the said lands sold at not less than the estimate, computed at not less than \$3 per 1,000 feet "board measure of the pine timber thereon."

Since the year 1889 the estimating of these "pine lands" has continued, several hundred thousand dollars of Indian funds have been expended thus far in making these estimates, and the continuance of the Chippewa Commission at ridiculously high salaries in violation of the spirit and letter of the law that the work should be completed in a "reasonable time."

The defects of the law are glaring. It is a well-known fact that probably 50 per cent of the timber on pine lands can not be counted as strictly "growing pine," a large per cent being slightly injured by reason of fire; and much that has been burned at the roots, yet blown down, as good as that standing, can not be considered strictly "green pine," and would not, therefore, be included in the estimate now being made under the law.

The law provides that the land shall be sold at not less than the estimated amount of growing pine thereon, computed at not less than \$3 per 1,000 feet, board measure, so that the land will practically go free to the purchaser of the pine timber *growing* thereon. There are approximately 2,500,000 acres of the pine lands to be sold under this system of estimating that should net the Indians at least \$1 per acre in addition to the value of the timber thereon.

Many tracts of this pine timber are located conveniently for transportation to market and would command \$5 or \$6 per 1,000 feet,

according to quality and location, yet all may be sold at \$3 per 1,000, standing estimate. The history of such sales is that no advance of stipulated price under the law is realized.

As an illustration of the large per cent of timber that may be excluded from the estimate of "growing pine" now being made we cite the applications for logging 100,000,000 feet made to the superintendent of logging the present season on the Chippewa Reservations, under the plan first adopted for the logging operations during this winter, which was that if, upon investigation, it was estimated that two-thirds of all the timber on a certain tract was "dead and down" all the timber on that tract should be cut under the "dead and down" law. Within a very short time applications for the logging of 100,000,000 feet were filed with the superintendent. These estimates were made by officers now in the field, so that we may consider this a fair sample of the results that will follow if the "growing pine" is sold on the estimates now being made. Two-thirds of the timber will be lost to the Indians, in addition to the value of the lands.

Aside from all other defects of the present law is that of guesswork. Why *estimate* the amount of timber at all. Instead of taking the risk of error and incompetency of estimators, added to that of fraudulent estimation, as proven in the past in this work (see Report of Inspector J. George Wright, Senate Doc. No. 85, Fifty-fifth Congress, first session), a much more business-like method will be to measure the lumber after being cut and banked, known as "Bank scale," with provisions for banking all merchantable logs on the tracts logged over, so that no loss to the tribe would result by reason of the dead and down timber not being included in the estimate, as under the plan now pursued.

On a portion of these pine lands sawmills could be erected with profit for manufacture of lumber, while where this was not advisable provision could be made for the sale of the logs from the bank. In both cases Indian labor could be utilized to the fullest extent possible.

STANDING OR FALLEN DEAD TIMBER.

An act approved June 7, 1897, provides that the Secretary of the Interior may authorize the cutting of "dead timber, standing or fallen," on the Chippewa Reservation in Minnesota.

Under this authority upward of 55,000,000 feet were logged during the winter of 1897 and 1898, 15 per cent, or an average of 75 cents per 1,000 feet, being charged the loggers and credited to the tribal funds. Individual Indians under this law made contracts with lumbermen to log on certain tracts of land. The usual plan was for the lumberman to agree to pay a certain price (about \$5 per 1,000 feet) for the logs on the bank. All manner of fraud was practiced by the lumbermen. The contract usually carried with it an understanding that the supplies for running the logging camp were to be purchased of certain designated firms, thus affording opportunity for excessive charges for these supplies, and the evidence shows the opportunity was well improved.

The full-blood Indians are not so aggressive as the mixed bloods and squaw men and failed to secure their share of contracts to log, the old and infirm naturally being shut out from these contracts altogether. Four-fifths of last season's logging at Leech Lake Reservation was done in the name of White Earth mixed bloods or squaw men in the name of their wives, as will be seen, to the almost total exclusion of the Leech Lake or Pillager Indians; and of the output of over 21,000,000 feet logged at Leech Lake last season, E. L. Warren, a one-sixteenth Indian,

a resident of White Earth Reservation and a deputy United States marshal, was interested in over three-fifths of the amount. His power over these Indians in his position as deputy United States marshal has evidently been used in his own interest financially. (See Exhibit A.)

Under this system of cutting "standing or fallen" timber during last season, possibly 20 per cent of the cut was allowed of *green pine* on the theory that it was necessary for *boomsticks*, and of course roads had to be cut through the timber, routes being necessary usually through the best portions of *green pine*.

We submit, however, that it is preferable, if the logging of "dead and fallen" timber is to be continued as at present, that the green pine as well as the dead and fallen should be logged, since if only the latter is logged the tops and limbs afford such increased liability of destruction from fire that the remnant of green pine left in the woods will be lost.

The Indian, not being so adept at trickery as his white neighbor, correspondingly suffers. The affidavit of John Bonga (attached hereto, marked Exhibit B) shows that he secured a contract to log with the Brainerd Lumber Company; that the logging operations proceeded, and that he went to the logging camp several times to make suggestions, turned his own logging outfit into the camp, etc., and believed the camp was his and under his control; that the lumbermen paid no attention whatever to his suggestions regarding the work of the camp, bought the supplies, paid the bills charged against the camp, shipped the lumber and pocketed the proceeds, and now the Indian logger complains that he never received anything of value from his logging contract excepting six meals, and that he understands he owes \$1,500 as a result of the season's logging, and, as he deftly figures it, the six meals cost him at the rate of \$250 per meal. Exhibit C shows that this Indian had given a power of attorney to the chief woodsman of the lumber company to manage the business for him, the woodsman making affidavit to that effect.

The facts in this case also show that the chief sawyer for the lumber company was the scaler or measurer of the logs, the lumberman having the whole management of the camp under his control.

Many other instances could be given to show the weaknesses of this system of cutting "standing or fallen" timber.

The agreement to sell the pine timber at not less than \$3 per 1,000 feet was made by and between the United States and the Indian tribes, and *can not honorably be abrogated* by an act of Congress to which the Indians have not consented. The average price of 75 cents per 1,000 feet realized by the Chippewa tribe last season being only one-fourth of the least price allowed by law, was therefore in *violation of treaty obligations*.

The investigation conducted by Special Indian Agent Jenkins shows that there is practically no "dead and fallen" timber in the meaning of the spirit of the law to preserve to the tribe something that would otherwise be lost. All timber when measured under this class is scaled down so that all that is measured and charged up is *merchantable* lumber.

The Chippewa Commission authorized by the foregoing act of Congress has outlived its usefulness and the purposes for which it was originated, and under the *spirit* of the law is *unlawfully* continued, since the work was to be completed within a "reasonable time." It seems quite clear that the *statute did not contemplate the work the commission is now doing*—that of endeavoring to remove other Indians to White Earth Reservation, the *provisions of law being that all Indians agreeing to the same could take allotments where they resided*. The Indians justly

complain of this waste of tribal funds, the recent report of the Commissioner of Indian Affairs showing that the salaries and expenses of this commission, together with clerks, etc., amounted in the last year to \$8,268.55, all of which could be performed by one clerk, for which a compensation of \$1,200 per annum would seem adequate, in case of its continuance.

To summarize: The law authorizing the estimation of timber, together with the appointment of the Chippewa Commission, should be repealed.

A statute enacted providing for the measurement of all lumber after being cut, on what is known as "Bank scale," with authority to inaugurate a system, wherever practicable on these Chippewa reservations, similar to that so successfully carried on at Bad River and Lac de Flambeau reservations, in Wisconsin, which, stated briefly, provides for the award of a contract to the most favorable bidder, who would be required to erect a sawmill, employ Indian labor as far as practicable, cut and manufacture a certain amount of lumber each year, pay the Indians a fixed price for the various kinds and qualities of lumber, etc., and give a heavy bond for the fulfillment of all conditions.

The law providing for the cutting of "dead and fallen" timber should be so amended that not less than \$3 per 1,000 feet for logs sold should be credited to the tribal funds under treaty stipulations, or else the act should be repealed altogether.

Soliciting your aid in this matter,
I am, very truly, yours,

S. M. BROSIUS,
In behalf of the Indian Rights Association.

EXHIBIT A.

CHIPPEWA INDIAN RESERVATION, MINN.,
Leech Lake Subagency, November 26, 1898.

Statement showing the number of Chippewa Indians who had logging contracts covering lands on the Leech Lake Reservation for the logging season of 1897-98, ending during spring of 1898, their residence, and whether mixed or full-blood Indians, together with the number of feet of pine logged under the contract.

Logger.	Indian blood.	Residence.	Feet logged.
A. Fairbanks.....	Quarter-breed Chippewa.....	White Earth Reservation...	657, 500
C. Dick and P. Bonga.....	Mixed bloods, Chippewa.....	White Earth and Leech Lake reservations.	872, 100
L. and J. Roy.....	do.....	White Earth and Rice River.	866, 120
Bay sbar cum ig.....	Full-blood Chippewa.....	Leech Lake Reservation...	845, 330
N. and J. B. Pemberton.....	Mixed bloods, Chippewa.....	White Earth and Rice River.	675, 370
B. Fairbanks and E. Warren.	One eighth and one-sixteenth Indian, Chippewa.	White Earth.....	5, 846, 350
E. L. Warren.....	One-sixteenth Indian, Chippewa	do.....	5, 298, 670
E. L. Warren.....	do.....	do.....	879, 380
Clara Ducette.....	Mixed blood (white husband)...	White Earth (Wild Rice)...	1, 326, 696
John Bonga.....	Mixed blood, Chippewa.....	Leech Lake.....	739, 780
Charlotte Weaver.....	Full-blood (white husband) Chippewa.	do.....	255, 300
W. Bonga and J. Warren..	Mixed bloods, Chippewa.....	Leech Lake and Ponsford..	2, 108, 330
E. L. Warren.....	One-sixteenth Indian, Chippewa	White Earth.....	768, 230
Total.....			21, 139, 156

I hereby certify that, with the exception of the number of feet logged, the above statement is correct to the best of my knowledge.

K. H. CRESSMAN,
Superintendent School at Leech, Minn.

Summary of logs banked, Chippewa Indian reservations in Minnesota, during winter of 1897-98.

Logger.	Indian blood.	Residence.	Feet logged.
White Earth Reservation:			
W. Warren and S. Fairbanks.	Quarter-breed Chippewa	White Earth	837, 710
W. V. Warren	do	do	766, 410
Morrison & Folstrom	One-eighth breed Chippewa	do	620, 300
C. E. Leith	Half-breed (French) Chippewa	do	423, 760
Henry Van Nett	do	do	275, 070
P. L. Perrault	One-eighth Chippewa	do	261, 190
Alex. McKenzie	Half-breed Chippewa	do	200, 670
White Earth Reservation.			3, 385, 110
Red Lake Reservation:			
W. R. Spears	One-eighth Chippewa	Red Lake	3, 103, 010
O nah e gwon ay beek.	Full-blood (female) Chippewa	do	2, 916, 100
Josette How	Half-breed Chippewa	do	535, 400
Serraphine Neddaue	do	do	230, 500
Red Lake Reservation.			6, 568, 770
Leech Lake Reservation:			
A. Fairbanks	Quarter-breed Chippewa	White Earth	657, 500
C. Dick and P. Bonga	Mixed bloods.	Leech Lake and White Earth	872, 100
L. and J. Roy	do	White Earth	866, 120
Bay sha cum ig	Full blood	Leech Lake	845, 330
N. and J. B. Pemberton	Mixed bloods.	White Earth	675, 370
B. Fairbanks and E. Warren.	One-eighth and one-sixteenth bloods.	do	5, 846, 350
E. L. Warren	One-sixteenth blood	do	5, 298, 670
E. L. Warren	do	do	879, 380
Clara Ducette	Mixed blood (white husband)	do	1, 326, 696
John Bonga	Mixed blood	Leech Lake	739, 870
Charlotte Weaver	Full blood (white husband)	do	255, 300
W. Bonga and J. Warren.	Mixed bloods.	Possford and Leech Lake	2, 108, 330
E. L. Warren	One-sixteenth blood	White Earth	768, 230
Leech Lake Reservation.			21, 139, 156
Winnibigashish Reservation:			
Mark Burns	Half-breed	Pike Bay, Minn.	3, 565, 640
Henry Taylor	do	do	883, 800
Jane Fairbanks	Quarter-breed	Cass Lake	344, 220
William Fairbanks	Half-breed	do	1, 206, 950
John Lyons	Quarter breed	Grand Rapids	2, 042, 370
Margaret Galbreath	Mixed blood	do	1, 200, 630
W. H. Lyons	Quarter-breed	Grand Rapids	922, 660
Nellie Lydick	Half-breed	Pike Bay	4, 918, 800
Nason and Smith.	do	do	937, 750
Ne be net tic	Full blood	Winnibigashish	1, 077, 620
Lizzette Sherer	Half-breed (white husband)	Winnibigashish	1, 229, 290
Maggie A. Seelye.	Quarter-breed	Grand Rapids	5, 791, 120
Winnibigashish Reservation.			24, 120, 850
Total logged altogether.			55, 213, 886

As official interpreter for the White Earth Indian Reservation of the Chippewa Indian language for the past two years, I hereby certify that the above statement of loggers on the Chippewa Indian lands is correct as to the designation of the blood of the different members of the said Chippewa tribe that had contracts for logging thereon as stated above.

JOS. A. MORRISON.

LEECH LAKE, MINN., November 29, 1898.

EXHIBIT B.

STATE OF MINNESOTA, Cass County, ss:

John Bonga, being first duly sworn according to law, deposes and states:

My name is John Bonga; I am a member of the Chippewa tribe of Indians, and live on the Leech Lake Reservation, being one of the Pillager band of the said tribe.

During the summer or fall of the year 1897 I entered into a contract with the

Brainerd Lumber Company, of Brainerd, Minn., to cut, log, and take out 1,000,000 feet, more or less, of pine logs of the dead and down timber on the Leechlake Reservation aforesaid.

That the said pine timber was sold under this contract for the sum of \$5 per 1,000 feet, bank scale; that is, they were to be measured on the bank after being cut and logged to the bank of the lake; and that I was to pay all expenses of cutting and logging the timber to the bank; the surplus remaining after the expenses were deducted from the stated price of \$5 per 1,000 feet was to be paid to me and be my profit in the transaction, except 15 per cent going to the Government.

I visited the camp several times, made suggestions from time to time as to the work being done, but no attention was paid to my suggestions; in fact I could plainly see that I was not wanted on the ground of the logging camp at any time.

A large number of the logs were shipped on the cars without being scaled or measured, and I have no means of determining how many feet of lumber they contained.

I thought the lumber camp was mine, and that I would have some say in cutting and banking the logs and other work, and when the logging work was commenced I put in all my logging outfit, consisting of chains, pitchforks, shovels, cant hooks, etc., which were used during the logging operations, and when the work was completed the said outfit was removed from the reservation by the said Brainerd Lumber Company and I have never recovered possession of them.

I believe that the said Brainerd Lumber Company have charged to my expense account all the bedding, axes, chains, dishes, and other articles not consumed or used up by the logging operations under my contract, and that I have been compelled to pay for the same, and that I should be in possession of the said articles so charged to me, all of which have been removed from the reservation by the said Brainerd Lumber Company, and I can not obtain possession of the same.

During the season that the logging was being conducted under the said contract I furnished, at the request of the said Brainerd Lumber Company, more than \$125 worth of hay, and have never been paid anything of value for it.

I have asked the foreman of the Brainerd Lumber Company to settle up the business transactions of the said logging contract, but he has paid no attention to my requests.

I have made two trips to the White Earth Agency to secure a settlement with the said lumber company through the agent, J. H. Sutherland, and am not able to get a settlement so far. The said White Earth Agency is always 90 miles from where I live and it is very expensive traveling so far.

I once asked the said lumber company to advance me five pounds of pork on account of my profits in the said lumber and they refused to do it.

When the contract aforesaid was entered with the Brainerd Lumber Company I did not owe them anything, and have never received anything of value from them to the present time, only, upon my visits to the camp during the first portion of the time the logging was being conducted, I ate six meals at the camp when I was there looking out for my own interests.

I have been told that I owe the said Brainerd Lumber Company about \$1,500 on account of this contract for logging, and I believe that a portion of this indebtedness may be paid from the logs yet on the skids and in the camp where the logging was done.

I believe that the said lumber company has reported that they have shipped 739,780 feet of pine under the contract I made with them.

So far as my knowledge goes I never gave to anyone any authority to act for me under this contract for logging, and I expected to attend to the work myself.

JOHN (his x mark) BONGA.

Jurat attached.

EXHIBIT C.

STATE OF MINNESOTA, *Cass County*, ss:

M. E. Thurston, being first duly sworn according to law, deposes and states:

That his name is M. E. Thurston, that he is a resident of Walker, Cass County, Minn.

That he is now and has been for the last two years acting as superintendent of the woods work for the Brainerd Lumber Company, of Brainerd, Minn.; that is, superintending the logging business of the said Brainerd Lumber Company.

That about December 1, 1897, he secured a power of attorney from one John Bonga, a member of the Chippewa tribe of Indians, residing upon the Leech Lake Reservation, Minn., to transact all business for the said John Bonga in relation to a certain logging contract that the said John Bonga had entered into between himself

and the Brainerd Lumber Company for logging 1,000 feet of pine logs, more or less, from the lands of the said Leech Lake Reservation, Minn.

That he, the said Thurston, under the authority granted in the said power of attorney, attended to the logging under the said contract, made all purchases of supplies for the camp, and made up all the accounts, etc., and presented the same to the superintendent of logging for the said Indians, R. H. Rosa, residing at White Earth Agency, Minn.

The affiant further states that the said J. Bonga agreed to pay him the sum of \$50 per month for acting under the power of attorney granted as stated, but that no money has been paid as compensation for services rendered under the said power of attorney.

That he has never made any claim for the compensation of \$50 per month as stated. That the contract entered into with the said Bonga and the said Brainerd Lumber Company provided that the price to be paid for the logs was \$5 per 1,000 feet, bank scale; 15 per cent of this sum to be paid to the United States. All the expenses of logging, etc., to be deducted from sales of lumber per bank scale, and then if any balance remained after paying all the expenses of conducting the business the said balance was to be paid to the United States Indian agent at White Earth Agency, Minn.

That the contract with John Bonga was to be settled with the United States Indian agent, as stated, by April 1, 1898; that the said Brainerd Lumber Company have made settlement with the said United States Indian agent in full for all logs scaled and shipped under the said contract.

That the settlement shows that there is a balance due from the said John Bonga under the said contract of about \$1,500 incurred for providing the outfit and provisions for operating the said logging business under the said contract; that this amount is due the United States Indian agent, as stated, to settle all claims against the contractor, John Bonga.

That the said Brainerd Lumber Company have paid the full price of \$5 per 1,000 feet for all the logs scaled and shipped under the said contract.

That all time checks issued by logging companies are discounted 10 per cent, where they are made payable April 1, following the operations of the winter's logging. This is the usual custom, and applies to all time checks issued for logging either on or off the Indian lands.

M. E. THURSTON.

Jurat attached.