Claims against the Pottawatomie Indians. Letter from the Secretary of War, transmitting the information called for by the resolution of the House of Representatives of the 11th ultimo, relating to the settlement of claims of citizens of the United States against the Pottawatomie Indians.
CLAIMS AGAINST THE POTTAWATOMIE INDIANS.

LETTER FROM THE SECRETARY OF WAR, TRANSMITTING

The information called for by the resolution of the House of Representatives of the 11th ultimo, relating to the settlement of claims of citizens of the United States against the Pottawatomie Indians.

March 19, 1842.

Referred to the Committee on Indian Affairs.

DEPARTMENT OF WAR, March 16, 1842.

Sir: In answer to the resolution of the 11th of February, requiring the Secretary of War "to communicate to the House copies of all papers and documents from the War Department, relating to the settlement or adjustment of claims of citizens of the United States against the Pottawatomie and other tribes of Indians, mentioned in the letter of instructions from the Commissioner of Indian Affairs to William B. Mitchell, of May 30, 1840; the name of and the amount claimed by each of such citizens; and the decision of said Mitchell thereon; the number of certificates allowed or issued, and the amount and date of each; and, also, of all instructions and correspondence relative to the removal of said Indians beyond the Mississippi river," I have the honor to transmit a report made by the Commissioner of Indian Affairs, which it is believed contains all the information, so far as it can be furnished by this Department.

Very respectfully, your obedient servant,

J. C. SPENCER,

Hon. John White,
Speaker of the House of Representatives.

WAR DEPARTMENT,
Office Indian Affairs, March 16; 1842.

Sir: In answer to a resolution of the House of Representatives of the 11th of February, 1842, calling for copies of all papers and documents from the War Department, relating to the settlement or adjustment of claims of citizens of the United States against the Pottawatomie and other tribes of Indians, mentioned in the letter of instructions from the Commissioner of Indian Affairs to William B. Mitchell, of the 30th of
May, 1840, (April 30, 1840,) I have the honor to transmit copies of all papers on file or record in this office, and numbered from 1 to 82 inclusive; which also embrace the instructions and correspondence relative to the removal of said Indians beyond the Mississippi river.

The resolution also calls for the number of certificates allowed or issued, and the amount and date of each. In reply to this clause of the resolution, I have to state that no certificates have issued for any of the claims, so far as this office is informed.

Very respectfully, your most obedient servant,

T. HARTLEY CRAWFORD.

Hon. J. C. SPENCER, Secretary of War.

No. 1.

WASHINGTON, January 1, 1840.

Sir: We have the honor to invite your attention to the present condition of the united nation of the Chippewa, Ottowa, and Pottawatomie Indians, residing south of Grand river, in the State of Michigan, who ceded their lands to the United States by the article supplementary to the treaty made at Chicago, in the State of Illinois, on the 26th day of November, 1833.

By the third article of the articles supplementary, said Indians were to remove from the reservations therein ceded within three years from the date of treaty, to the tract of country west of the Mississippi river to be assigned to them by the President of the United States.

We are aware that various efforts have been made, on the part of the United States, to carry into effect the stipulations of this treaty, and that they have from time to time been resisted by the Indians. We, however, consider that the time has come when they ought not longer to remain in their present situation. The land which they owned has been brought into market, large portions of it sold, and especially those which were occupied as planting grounds. Reduced to want, and in some instances almost to starvation, these Indians have no way of supporting themselves but by depredations upon the property of the whites, and these have become so frequent as in many cases to endanger the peace of society, and even the lives of the Indians themselves. Ever since the whites have settled amongst them, they have been in the constant practice of killing their hogs, occasionally stealing their horses, and, for the purpose of enabling them to hunt with more facility, of burning over the country, and thereby destroying fences and large quantities of hay. It is difficult to estimate the loss which has been sustained by the whites in this way, but it amounts to many thousand dollars.

In the event that a removal of these Indians shall be decided upon by the Department, we have the honor to recommend, if consistent with the views of the Department, that the emigration may be committed to the charge of the Rev. Isaac S. Ketchum, in whose qualifications to discharge the duties to the satisfaction of the Government we have the fullest confidence.

We have the honor to be, very respectfully, your obedient servants,

ISAAC E. CRARY.

JOHN NORVELL.

Hon. J. R. POINSETT, Secretary of War.
No. 2.

WASHINGTON, January 22, 1841.

Sir: Messrs. J. & L. Ward, merchants, of Milwaukee, have desired me to present to your Department, for settlement, their claims under a contract for furnishing rations to emigrating Pottawatomie Indians. I have now the honor to comply with their request, and to submit the papers which have been forwarded to me by them. They were last year delivered to Lieut. Levanworth, who offered to present them, but was unable to do so in the short time he remained here.

I remain, sir, with much respect, your obedient servant,

J. D. DOTY.
Hon. J. R. POINSETT,
Secretary of War.

No. 3.

WASHINGTON CITY, February 8, 1840.

Joel W. Barrow, who has submitted an account of $421.75 against the United States, for subsisting and transporting himself and six other Indians from the State of Indiana to the Osage river sub-agency, west of the Mississippi river, is a Pottawatomie, and his party is a part of the Pottawatomies who were entitled to the necessary expense of their removal from their old home in the east to their new one in the west, under treaty stipulations. Mr. J. Lykins, who was employed in removing these Pottawatomies, after the main body of emigrants, under Mr. Polk, had started to the west, encouraged this party of seven persons to emigrate themselves. They arrived at the Osage river sub-agency on the 7th November, 1838, and they were not attached to the emigrating party conducted by Mr. W. Polk, and no part of their subsistence and transportation has been paid by the Government. The cost has been wholly as is set forth in the account.

Confident that the claim is just, I respectfully recommend its payment.

ANTHONY L. DAVIS,
Indian Sub-Agent.

No. 4.

WASHINGTON CITY, February 12, 1840.

Sir: I have the honor to submit, for your consideration, the following propositions:

1st. I propose to remove the residue of the Pottawatomie Indians of Indiana, and a portion of the same tribe residing at Nottawasippi, near Niles, Michigan—in all, probably, eight hundred or a thousand.

2d. I propose to remove said Indians at $50 per head, for as many as I may deliver to their proper agent. In case of death on the way, I should ask for an allowance for the time they were subsisted after enrolment. I shall expect to conform to all the rules and regulations of your department in regard to the emigrating Indians.
I propose removing them at my own expense, asking no aid from your department until I produce the certificate of your accredited agent of the number I have delivered.

I ask three months to make the effort. If I do not succeed in enrolling a party to emigrate, I will notify the department; and my time and expense will be my loss, and not the Government's.

I have been urged by many of my Indian friends to make the suggestion that I have. I have conferred with men of influence amongst these people, and they have promised me their aid in this matter.

I shall be happy, at all times, to give any explanation or information your department may require.

I hope, sir, you will give your earliest attention and favorable consideration.

I have the honor to be, very respectfully, your most obedient servant,

J. T. DOUGLASS.

Hon. T. HARTLEY CRAWFORD,
Commissioner Indian Affairs.

No. 5.
WASHINGTON, D. C., February 20, 1840.

Sir: I am informed that Capt. J. T. Douglass proposes to remove the Pottawatomies of Indiana and Michigan to their country in the west, at a price to be agreed upon for each person who shall emigrate. Permit me respectfully to say that, although I could not believe that in all cases it would be expedient to remove Indians by contract, this case is such as I think strongly recommends this plan. There are various influences which have hitherto obstructed the emigration of those people, and I beg leave respectfully to say, that Capt. Douglass's acquaintance with those Indians and with those who have much influence among them, is such that I should hope that success would attend his undertaking.

Among persons whose intercourse with these Indians gives them influence, are Mr. Cuttleau, H. O. Reed, Mr. Cicott, Edward McCartney, John Leslie, Joseph Bertrand, and Henry Taylor.

Mr. Douglass's plan, I understand, is to give these persons employment in the emigration of the party, and by this means secure their influence; and he would compensate them out of the amount which he would receive by virtue of his contract.

Respectfully, sir, your obedient servant,

ISAAC McCOY.

Hon. JOEL R. POINSETT,
Secretary of War.

No. 6.
LOGANSPORT, February 26, 1840.

HONORABLE SIR: As, very probably, you are informed by Gen. Milroy the superintendent of the future emigration, that I am appointed by myself agent for the Government, in order to aid the emigration of the differ
ent Indian tribes to the west of the Mississippi; and to do my best to procure to them the benefit of civilization, by doing all that is in my power to give them instruction about their religion, education, and agriculture; and as this appointment is of the greatest importance for the interest both of the Government and the Indians, who for so long a time have been both so many times deceived and cheated; as it is known by the Government itself, and the poor Indians, so worthy of commiseration. To obviate so many inconveniences, and to answer to the charitable and laudable dispositions of the Government in favor of the Indians, Mr. Milroy, without any prejudice, took for the rule of his conduct, in his high appointment, to follow, in his practice, the wise instructions which he got from the Government; for, in acknowledging that a French Catholic priest had great influence among the Indians, he (Mr. Milroy) did think proper to appoint me for the purpose aforesaid. For my part, not forgetting that such an office is able to be useful, not only to the Government, but also to the Indians, as it is to religion, I did accept it with the deepest feelings of gratitude, thinking that I could not return better my thanks to the Government than by doing all my best in order to be faithful to it, (the Government,) as I am to my religion, by taking its dearest interests, and to try to make all my endeavors to have, as soon as possible, the Indians civilized, and very well reconciled with the Government; knowing equally that these poor and ignorant tribes have no greater wish than that of getting the benefit of religion, education, and agriculture, and to be citizens.

In answer to the excellent views of the Government, since the day of my appointment I have done what I could in order to prepare the emigration as soon as possible, without any force, army, or any kind of coercion, but to show to the Indians the necessity of their starting out of the country, for their temporal and spiritual advantage; that they would be treated kindly and friendly, getting every kind of good accommodation during their journey. I did try, also, to have the emigration with not so great expense for the Government, only employing a few prudent, wise, and good men, by granting the in good compensation.

I am disposed to have this year, the emigration in two parties—one about Easter, by passing through Vincennes and St. Louis, in order to have good roads, and to get plenty of provision for horses and men, by travelling 18 or 19 miles per day; and to have the second emigration about September. All the Indians are well satisfied and reconcile to go, without any difficulty, and the necessary men to assist in the emigration are disposed and ready to go too.

Now, when all things are prepared, I have received from Gen. Milroy a letter, whereby he tells me not to go now to prepare for the emigration, but to delay, saying that it is the order which he received from the Government by a letter written on the 17th of January, 1840. This delay makes great impression among the Indians, and I am afraid that they will get entirely dissatisfied, and that it will be troublesome to induce them to emigrate. I am sure that the best policy of the Government, the Indians, and the white people, is to have them gone as soon as possible; for, if it is not now the disposition of the Government to have an emigration, it is necessary that these poor Indians should receive from the Government itself, some provisions, and some clothes, to hinder them from stealing, robbing, and fighting; because they are now suffering on account of starvation and nakedness. I desire now to know, directly from the Government itself, what I have
to do in these present circumstances? If I have to prepare, as soon as possible the emigration, or not; or if the Government is willing to continue to me the same appointment, and to have me to procure the emigration and civilization of these poor Indians, or not?

Your answer, honorable sir, to these questions, shall be the rule of my conduct, who have constantly the greatest ambition to be useful to the Government and to the Indians, as to the increase of our holy religion.

I have the honor of supplicating you to have me excused for my liberty in writing directly to yourself, and of the poverty of my English language.

I am, very respectfully, your obedient and faithful servant,

J. C. FRANCIS,

Priest, Agent, and Missionary.

P. S. My direction is: to the Rev. J. C. Francis, pastor of the Catholic congregation at Logansport, Indiana.

---

MIAMI AGENCY,

Delphi, Indiana; March 14, 1840.

Sir: In my letter of the 1st February I advised you that, unless otherwise instructed, I should appoint Henry B. Milroy "disbursing agent" for the Pottawatomie emigration. This I have accordingly done, and herewith enclose his bond, approved, as required by your instructions.

The time has come when the preliminary arrangements for the organization of the party should be in progress; and so soon as information can be obtained as to the probable number that can be induced to emigrate this spring, estimates will be furnished of the amount of funds necessary, as required by your instructions.

I respectfully suggest to the department the necessity of prompt action in relation to this matter, as there is now a general disposition amongst them to start for their new home; and it would be attended with bad consequences if they should be disappointed. If funds can be furnished, there scarcely remains a doubt as to the ability to remove these Indians from Indiana this season.

Very respectfully, your obedient servant,

SAMUEL MILROY, Sub-Agent.

T. Hartley Crawford, Esq.,
Commissioner Indian Affairs, Washington City.
will, as you suggest, be advisable to employ men who have influence over them; and such men may require to be well paid for their services. It will therefore be necessary that funds be placed at my disposal as early as the first of May, at which time I contemplate visiting the different bands of these Indians. Before then, they will not have left their hunting grounds, and returned to their usual homes. If it could be done, I would much prefer that all the moneys required to be disbursed on my order or requisition, in effecting this desirable object, should be disbursed by Lieutenant C. A. Whiting, of the quartermaster’s department, and Major Larned, of the pay department; both on duty within the department which I command. All the Indians to be removed reside within the geographical limits of my command.

Until after I have made my contemplated visit to the Indians, I cannot determine which plan will be the most proper to adopt, in removing them to their new homes in the west. There is an impression among the people in this country, that contractors are in the habit of mal-treating the Indians; but I think the rights of the Indians may be secured in the conditions of the contract. When I obtain the necessary information to enable me to decide fully on what plan I shall adopt, I shall then send the gentleman whose proposals are received, with my instructions. The person to examine the claims cannot make his examination too soon, as much may depend on the manner he may perform that important trust. The men that will receive his certificate will be more likely to use their influence to persuade the Indians to remove than those who have no interest at stake.

It will not be necessary to make any further survey of the country in which the Indians reside, having myself travelled it in every direction; and, besides, the gentleman I contemplate taking with me in my tour of inspection is well acquainted with the country and all the principal chiefs of those tribes.

A severe attack of sickness, on the day after I received my instructions, is the reason I have not acknowledged the receipt of them sooner. I am still confined to my room, but hope to be about in a few days.

I am, sir, with great respect, your most obedient servant,

H. BRADY, Brig. Gen. U. S. A.

Hon. J. R. POINDEXTER, Secretary of War.

CENTREVILLE, ST. JOSEPH CO., MICHIGAN,

March 25, 1840.

SIR: I have the honor to inform you that, on the 27th February, I arrived at my field of labor, and entered immediately upon duty, agreeably to your instructions. Enclosed are the affidavits of several witnesses, taken, of the murder of D. Wisner, committed by an Indian of the Potawatomi tribe. This transaction has created much alarm among the white population of this neighborhood; and were it not for the fact that the people know the Department are now taking measures to effect the removal of these Indians, it would probably be difficult to prevent the whites from using much severity towards them. At this time the Indians are busily engaged in making sugar. They are subdivided into small bands, and are
scattered in every direction through the heavy-timbered sections of the

I have been out several days and nights, in different directions, in this
and the adjoining counties, to visit their headmen. As yet, however, I
have seen but few of their leaders. None that I have seen decline remov­
ing, but wish to have a little time given them to see each other and con­
sult. I should think it probable (although not certain) that I may prevail
upon some two or three hundred to emigrate soon. Their condition is truly
deploirable. In many of their tents, in which I have been, I have not dis­
covered a single item of food for their subsistence, only the sugar they are
making. Many of them, also, are nearly destitute of covering; and, what
is still more to be regretted, in the midst of almost every little band there
is a trader who gets from them their furs, and nearly all their sugar, and
gives them nothing in return but liquor. I have seen Mr. Marsh but once
since my return. At that time he agreed to come up to this place in a few
days, for the purpose, it was understood, of dividing between us the differ­
ent sections of the country occupied by the Indians, that we might the sooner
ascertain if they were willing to remove; but he has not been in this neigh­
borhood to my knowledge, nor do I know what he is doing. I have written
to him, asking to be informed of his progress, and telling him of mine, but
have received no answer; therefore I am unable to say what success he
has had. Mr. Marsh lives upwards of thirty miles east of this, and the In­
dians are principally located north and west of Centreville, except a very
small band which is situated near this location.

In case from one to three hundred only of the Pottawatomies should be
willing to emigrate, and are willing to come in for the purpose of being en­
rolled for emigration, will you please inform me whether it is your pleasure
to have them immediately enrolled and put upon subsistence? It will be a
pleasure to pursue any course which you may think best.

Yours, with sentiments of high respect,

ISAAC S. KETCHUM.

STATE OF MICHIGAN, Kalamazoo county:

It having been represented to the undersigned, coroner in and for the coun­
ty of Kalamazoo, that a murder was committed in this county on the night
of the 26th January, 1840, by an Indian, on the body of Decay Wisner, I
did, by virtue of my authority as coroner aforesaid, convene a jury of free­
holders on the 28th of said January, to inquire into the circumstances at­
tending thereto; and the following is the evidence adduced before me and
said jury:

Mrs. Dorothy Wisner, being sworn, deposes and says: That one "Nat," an Indian, came to the house of the deceased about six o'clock on Sunday
evening, January 26, with a squaw and two papooses, and wished to stay
all night; appeared to be in liquor; appeared to be angry; said they had
cheated him at the still-house. The squaw gave him liquor several times.
Finally, he laid down and appeared to sleep, waked up, and was angry.
The squaw tried to pacify him, but could not; got up and left the Indian.
Mr. Wisner told the Indian to lie down and be quiet. The Indian arose
and struck Mr. Wisner as he was sitting in a chair, with his hand or fist.
Then Mr. Wisner struck the Indian with a chair, which made the Indian sally off. Then the Indian closed in upon Mr. Wisner, and they fell back upon the foot of the bed. Then the squaw struck (the witness thinks) Mr. Wisner two or three times on the head. Then Mr. Wisner arose to defend himself against the squaw; when the Indian struck at Wisner, who fell near the fireplace and made a groan; and the Indian clinched upon him, and appeared to be inflicting blows upon Wisner. While the Indian was in this situation, the witness struck him once or twice across the back, in order to release Wisner from the Indian. The Indian arose, and made three springs at the witness, who dodged the Indian, and afterwards found her hand was badly cut. The Indian then sprung at one of her sons, who ran out of doors, and the Indian after him; when the witness went to Mr. Wisner, and put some water on his bosom; he gasped once or twice, and then breathed his last. Witness then closed the door and fastened it.

DOROTHY WISNER, her x mark.

James Wisner sworn: Says that he saw the Indian strike Mr. Wisner with a knife, and he fell on the floor. The witness struck the Indian, and he chased him out of doors. The knife in the possession of the coroner is the same which the Indian had and struck Mr. Wisner with. The squaw assisted the Indian, by striking Wisner on the head.

JAMES WISNER, his x mark.

Hiram Dowling sworn: Says that he saw the Indian at the house of Wisner, Sunday evening, at seven o'clock; appeared intoxicated; said that he had been cheated, and was somewhat angry. Witness recognised the knife in the hands of the coroner as the same which the Indian had when Wisner was killed.

Chilton Smalley sworn: Says that on Monday morning, 27th of January, he was informed that Wisner had been killed by an Indian. Witness started in pursuit, followed the track about four miles, and overtook them. The Indian then turned and attempted to shoot at him. Knowland then shot at the Indian's legs. The Indian then ran, and was arrested by Knowland.

Upon which testimony the jurors, upon their oaths, returned a verdict that Decay Wisner came to his death by blows and wounds wilfully inflicted; that is to say, a wound of the length of one inch, and one inch deep, inflicted on the left temple of the head, with a knife or some other weapon, by one Nat, alias Jim, an Indian, with a squaw in company with him.

The Indian is now in irons in the county jail, awaiting the trial of his offence, which will take place at the sitting of the circuit court on the second Tuesday of May next.

After the foregoing proceedings, the squaw was examined, by virtue of a warrant issued by me; on application, was liberated, there being no conclusive proof against her.

I certify the foregoing to be true copies of the evidence taken before me, as coroner, on the 28th January, A. D. 1840.

DAVID HUBBARD.
Indiana Sub-Agent,

Delphi, March 24, 1840.

Sir: I have taken pains to procure information from various sources on which I rely, from which I have no doubt but that a large number of the Pottawatomies are ready and anxious to emigrate, as soon as the necessary arrangements can be made on the part of the Government. Judge Polk, to whom I have given the appointment of conductor, writes to me, under date of the 19th instant, of which the following is an extract:

"From all I can learn from the Indians, I think no doubt need be entertained but that upwards of five hundred Indians can be collected for emigration early in May. The fact that so many of the Michigan Indians have removed their hunting camps to Indiana shows their disposition to emigrate; therefore, I think you may safely make an estimate for five hundred."

From this opinion of Judge Polk, and that of others familiar with the Indians, I am satisfied that a party can be collected of from five to seven hundred; and have accordingly prepared, and herewith enclose, an estimate, from the best data in reach, for a party of five hundred, which may vary from the amount actually necessary, as circumstances, not now to be foreseen, may be favorable or unfavorable.

I believe, however, that the aggregate expense can be kept within the sum given, unless the number should exceed five hundred, which is probable; and in which case, if it happen, the estimate may be too small.

All now that is necessary to ensure the removal of these Indians from Indiana is a certainty that the necessary funds will be forthcoming in due time, of which I beg to be advised at the earliest date, in order to proceed with arrangements for organizing the party as early as possible, that the journey may be made before the sickly season sets in. Now is certainly the time to remove these Indians. Those who were ready last fall felt the disappointment severely; and now that so many are ready to go, if another disappointment occur, it will be with great difficulty that they can be induced to prepare to remove, as their confidence will have been destroyed. It is therefore extremely desirable that the emigration should not fail now, as the people of northern Indiana are deeply interested in getting clear of these, their very troublesome neighbors.

The Wea party of Miamies have also requested permission to join this party in moving to their country west; of these, there are only about thirty souls; and there exists an old feud between them and the rest of the Miamies, which has caused a great many murders in time past, and renders their situation unpleasant, and somewhat unsafe, where they are now.

They can go in this way with very little additional expense to the Government, as the same officers, with the addition perhaps of an interpreter, will serve with them attached, as without them. I presume, therefore, that the Department will make no objection to such an arrangement.

Very respectfully, your obedient servant,

SAMUEL MILROY, Sub-Agent.

T. HARTLEY CRAWFORD, Esq.,
Commissioner Indian Affairs, Washington City.

N. B. The estimate, as will be seen, is for 530 Indians, including the Miamies.
**INDIANA SUB-AGENCY.**

*Estimate for the emigration of a party of five hundred Pottawatomies and thirty Miami, to their country west of the Mississippi, distance (about) 700 miles, fifty days allowed for going, and ten cents per mile to officers and attendants for returning, and to the teams an allowance equal to one day for every twenty miles travel in returning.*

<table>
<thead>
<tr>
<th>Nature of estimated expenditure</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 four-horse teams, at $4 per day going, and $4 for each twenty miles returning</td>
<td>$3,200.00</td>
</tr>
<tr>
<td>10 two-horse teams, at $3 per day going, and $3 for each twenty miles returning</td>
<td>$2,550.00</td>
</tr>
<tr>
<td>35,000 rations, at 12½ cents each (allowing for subsistence at rendezvous)</td>
<td>$4,325.00</td>
</tr>
<tr>
<td>15,000 rations of forage for teams, extra, and Indian horses, at 10 cents each</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Ferriage and other contingencies</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>1 conductor, at $5 per day, and 10 cents per mile, returning</td>
<td>$320.00</td>
</tr>
<tr>
<td>1 assistant conductor, at $4 per day, do</td>
<td>$270.00</td>
</tr>
<tr>
<td>1 directing physician, at $6 per day, do</td>
<td>$370.00</td>
</tr>
<tr>
<td>1 attending physician, at $5 per day, do</td>
<td>$320.00</td>
</tr>
<tr>
<td>1 disbursing agent, at $5 per day, do</td>
<td>$320.00</td>
</tr>
<tr>
<td>1 commissary, at $3 per day, do</td>
<td>$220.00</td>
</tr>
<tr>
<td>3 interpreters, at $2.50 per day, do</td>
<td>$575.00</td>
</tr>
<tr>
<td>1 wagon master, at $2.50 per day, do</td>
<td>$195.00</td>
</tr>
<tr>
<td>1 enrolling agent, at $4 per day, do</td>
<td>$270.00</td>
</tr>
<tr>
<td>10 men to act as a guard, at $1.25 per day, do</td>
<td>$1,225.00</td>
</tr>
<tr>
<td>5 laborers, at $1 per day, do</td>
<td>$600.00</td>
</tr>
<tr>
<td>1 cook, at $1.50 per day, do</td>
<td>$145.00</td>
</tr>
<tr>
<td>Supposed cost of collecting Indians at rendezvous</td>
<td>$485.00</td>
</tr>
<tr>
<td>30 Miami, estimated additional cost each $26 66 2/3</td>
<td>$800.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$22,300.00</strong></td>
</tr>
</tbody>
</table>

**Note.**—With the Miami, the whole number estimated for above is 530, and the cost of removal, as estimated $22,300, will make the cost per head a small fraction over $42, which is lower than the actual cost of any similar emigration that I have ever noticed. Yet in this case, from all that I can now learn, the above statement, I believe, will be quite sufficient for the number named. As to the item for clothing, I am uncertain; some will be indispensable, and the amount named may be too large, or quite too small. Of this, perhaps, the Department will be able to judge; and such alteration as may seem right in that, or any other item, of course will be made.

SAMUEL MILROY, Sub-Agent.
SIR: I have received your letter of the 14th of this instant, informing me that the Department had confided the superintendence of the removal of the Indians of the Northwest, including the Pottawatomies of Indiana, to Brigadier General Hugh Brady, of the United States army, which was accompanied by the instructions of the Secretary of War to that gentleman.

I have to thank you for the information "that this step proceeds from no want of confidence" in myself, "hitherto engaged in the matter," and that I have the "entire confidence of the department." No one is more sensible of the necessity of a speedy removal of those Indians than myself, not only for their "own good," but for the safety of our Northwestern frontier. The boundary question is assuming a serious aspect, and those Indians are in continued intercourse with the British authorities in Canada; and should a war be the result of this question, they would be ready to be turned loose on our scattered settlements. For these reasons, I entirely approve the policy of placing the superintendence of the removal of those Indians in hands capable of coercing a compliance with their treaty engagements to emigrate.

I only have to regret that I have not been informed of the contemplated change at an earlier period; if so, it would have saved me much labor, and some expense and breaking of engagements that I considered myself authorized to make with certain individuals, to aid in removing the Indians. As to expenses, so far as they have been reported to the department, and funds remitted for their payment, they are paid. Some have, however, unavoidably occurred; some of small amount, for which vouchers and abstracts will be transmitted so soon as they can be prepared, which I trust will also be authorized to be paid.

So soon as your letter was received, I wrote to General Brady, informing him of the situation of the contemplated emigration of Indiana Pottawatomies, and proposed to him to continue to superintend the emigration until it shall be organized and started under his directions. I repeated to him the reasons of a speedy removal of those Indians that I had heretofore communicated to the department, and informed him that I did not expect any application of force would be necessary, as I believed them to be willing to emigrate so soon as an opportunity would be afforded; and I have to add, that at all times I will be pleased to render any aid in my power to General Brady, in the arduous duty of removing the Indians, whether pertaining to my duties as agent or not, and will be pleased to receive the commands of the department relating to this or any other matter relating to Indian affairs.

Very respectfully, your obedient servant,

SAMUEL MILROY.

T. HARTLEY CRAWFORD, Esq.,
Commissioner of Indian Affairs.
No. 12.

Logansport Sub-Agency,
Delphi, Indiana, April 2, 1840.

SIR: Herewith enclosed is my account current for the quarter ending 31st day of March last, together with the abstract and vouchers for the payment of the expenses incurred in an attempt to remove a portion of the Pottawatomie Indians, of this date, in the months of September and October last.

It may not be improper to remark that, in addition to the sums necessary to meet the current expenses due at the agency, as detailed in my letter of the 24th ultimo, I would state that, agreeably to your letter of instructions of May 13, 1839, there is due to me for valuing Indian improvements something like $60, and also for attending to the location of Indian reservations, under your instructions of the 18th of June, 1839, such compensation as the department is authorized to allow. The report required in the case will be made as soon as the press of other business will permit. I will further remark, that it is for the department to determine whether the increased labors I have had to perform, as superintendent of emigration, under your instructions of the 9th of September last, until the 28th ultimo, when the information reached me that the business was transferred to General Brady, is not to be paid for. My own opinion is, that I am entitled to compensation for those labors, and it was under this impression that the labors were performed, as it is no part of the policy of our Government to require the service of the citizen without due compensation therefor.

Very respectfully, your most obedient servant,

SAMUEL MILROY, Sub-Agent.

T. Hartley Crawford, Esq.,
Commissioner of Indian Affairs.

No. 13.

House of Representatives, April 6, 1840.

SIR: I have a letter from General Milroy, of Indiana, urging the propriety of early measures to be adopted for the removal of the Indians. I take the earliest moment to suggest his wishes to the department, and to assure you that I think the interest of the Indians, as well as that of our own people, requires their removal westward as early as practicable.

I am, with great respect, your obedient servant,

T. Hartley Crawford, Esq.,
Commissioner of Indian Affairs.

No. 14.

Logansport Sub-Agency,
Delphi, Indiana, April 7, 1840.

SIR: In looking over the instructions of General Brady, copies of which you obligingly furnished me, I do not perceive that it is distinctly stated
that the authority given the commissioner to be appointed to adjudicate claims against the Indians will be extended to the Pottawatomies of Indiana, which I consider as altogether necessary, as much so relative to claimants against them as the Indians particularly referred to. In behalf of Indiana claims, I have to request that the authority of the commissioner be extended to claims against the Pottawatomies of Indiana, as well as the others mentioned in the instructions. I found Indian debts the greatest obstacle to emigration. Merchants and others, to whom the Indians were indebted, were unwilling to permit them to leave the country until their debts were paid.

I would bring to the notice of the department another class of duties that I doubt not the commissioner should be given in charge. It is known that white men are indebted to the Indians, and too commonly withhold payment. Claims for as well as against the Indians should be adjusted. Many of the Indians have suffered loss by being forcibly and without notice removed. The last emigration they lost horses, and white men have them, and refuse to give them up. Houses were burned, with much of their household goods in them; and they were forced to abandon their corn fields. Justice requires that remuneration should be made for such losses. But, especially, an inquiry into the nature of the titles by which Indian lands are held should be made, and the prices paid for them. The Indians have been cheated out of their lands, in almost every instance in which they had authority to sell without the consent of the President. I am therefore of opinion, that this class of cases particularly demands investigation, (by the United States district attorney, or other person qualified to make it,) and, where frauds are detected, that proper means be adopted either to compel restitution or the payment of a proper consideration. Many men have grown rich by fraudulent purchases of Indian reservations. It is for the department to decide what is proper to be done in the cases referred to, and I have performed that which I consider an imperative duty in bringing them to its notice; and I will add, that such is the estimation in which the claims (or rather injuries) are held by the Indians, that many of them who have been west of the Mississippi have returned, and, were they adjusted, they would much more willingly emigrate.

I am not unapprized of the efforts of certain individuals to have the superintendency of emigration placed in other hands than mine. Those individuals, doubtless, were fearful of disclosures that might be made; and now that the department has decided to confide the superintendency to military authority, I trust that that authority may not be deceived by the specious representations of those individuals. Without wishing to interfere with duties not my own, I should deem myself recreant to the duties confided to me, if I did not say to you, sir, that the individuals are unworthy of trust, either by General Brady or the department; and if an investigation be authorized relative to frauds practised upon the Indians, such will be proven to be the fact. To produce this result, it is only necessary that the commissioner be such as to be influenced by considerations of stern justice only. I know these men, and it is unfortunate that they are not sufficiently known at the city of Washington. I will also say, that it is unfortunate that the emigration, as about to have been organized in Indiana, has been disturbed. Its prospects were most favorable; and now the Indians, so far as heard from, are displeased with the change, and loudly declare their unwillingness to be united with the northern bands for emigration, as they were
pleased with those who were selected to conduct them, as they were, to some extent, of their own choosing. For the interest of the Indians, as well as the general interest of emigration, I hope General Brady will decide to allow this emigration to remain in the hands in which it has hitherto been. Should such be the fact, I doubt not that the entire removal of the Pottawatomies of Indiana would be effected this season.

Very respectfully, your most obedient servant,

SAMUEL MILROY.

T. HARTLEY CRAWFORD, Esq.,
Commissioner of Indian Affairs.

Logansport Sub-Agency,
Delphi, Indiana, April 18, 1840.

Sir: Your letter of the 1st instant has been duly received, in which you refer me to Gen. Brady, for any information I may desire in relation to the removal of the Indians. I have to state, that I had written to that gentleman on the receipt of your letter of the 14th ult., and have received a letter in reply from the general, in which he informs me that he "had not been informed by the Secretary of War, or any other person, that (you) I had been instructed to remove any of the Indians." I have therefore to request that General Brady be furnished with copies of my instructions from the department of the date of September 9th, 1839; and also a copy of the letter of the Secretary of War, dated April 17th, 1839, tendering to me my present appointment. This, I doubt not, you will readily do; as you were so obliging as to furnish me with General Brady's instructions; and also, as it would seem to be but justice to those who, under your instruction, I had engaged in the benevolent object of emigration, some of whom had carried their claim to employment through the blood and carnage of half the Indian battle fields of the west, while others had laid aside, for the time, the clerical duties for those which they held to be equally sacred, in the removal of the Indians to the west, to be placed on at least an equal footing with others, in the estimation of General Brady, as to being continued in the service. I speak not for myself, but for those who, under faith of their engagements, had not a right to expect to be dismissed for others who, to my knowledge, had been engaged in defeating emigration, that they might obtain the control of the business themselves. Of this I have had the honor to inform the department heretofore. It is with some degree of regret I learn that John T. Douglass has been "favorably introduced" to General Brady, while such men as I have just mentioned have not been mentioned to that gentleman, though it was by their exertions the Indians are disposed to emigrate.

I trust that, on a review of the subject, the Department will set the claims of those hitherto engaged in preparing the Pottawatomies for emigration, under your liberal and benevolent instructions, which left it to their "own views of their interest" to decide as to their removal, upon at least an equal footing with others; and, as General Brady's letter seems to imply a doubt of my having been authorized to remove the Indians, I have therefore a par-
ticular desire to be set right with that meritorious officer, as he and myself are from neighboring counties in Pennsylvania.

With much respect, your most obedient servant,

T. Hartley Crawford, Esq.,
Commissioner of Indian Affairs.

No. 16.

Capt. April 27, 1840.

Sir: The undersigned have been made the medium of an application to the department in favor of the appointment of Chauncey Carter to the office of disbursing agent to Pottawatomie emigration. Not knowing whether the appointment is to come from the department directly, or from General Brady, the recommendation of Mr. Carter is submitted. If the appointment is to come from General Brady, we will thank you to inform us, that we may advise the applicant.

Very respectfully, your obedient servants,

J. A. Howard.
Alb. S. White.

Hon. T. Hartley Crawford,
Commissioner of Indian Affairs.

South Bend, June 12, 1840.

Sir: I have recently been at Council Bluffs, in Missouri; saw the Indians, and think they may be prevailed upon to make a treaty with the United States, to cede the lands they are on now, and join their brethren on the Osage river.

The reasons for making these suggestions are these: I believe it will be the means of uniting those people again in the bands of harmony to have them all together; and it will be carrying out the views of the Secretary of War, of bringing those people together in a country beyond the limits of the States, where the laws of the United States will not conflict with State authority.

The Indians have given me an assurance that they will cede the lands they now live on, and remove.

I purpose to make a treaty with these people, if it should meet the views of the Secretary to appoint suitable commissioners, such men as they know and have confidence in, and such men as I might suggest. I will effect a treaty, if the Secretary will authorize the making of such a treaty; in case of a failure, I will pay all the expenses that may be incurred in making the attempt.

I claim the right of saying that I think I effected the treaty at Chicago, of 1833, with the Indians known at the Department as the emigrants now located at Council Bluffs.

Now, sir, if you think these suggestions will meet the views of the Secretary, I will thank you to submit them, with your views on the subject. You have seen the Indians; you know their wishes on this subject.

I have the honor to be, very respectfully, your obedient servant,

P. S. I would respectfully submit the names of the following gentlemen, as suitable persons as commissioners: Captain J. T. Douglass, W. B. Mitchell, E. Cicott, Rev. Isaac McCoy, Major A. L. Davis.

A. C.

No. 17.

HEADQUARTERS, 7TH MILITARY DEPARTMENT,
South Bend, Indiana, June 10, 1840.

SIR: I have the honor to transmit the enclosed communication from Mr. Alexis Coquillard, of this place, to me, which he has requested me to forward to you, should I think it worthy of your consideration.

The Indians have expressed a desire that that portion of their tribe now residing at Council Bluffs should be removed to the Osage agency; and from my knowledge of Mr. Coquillard’s character, his long acquaintance, and influence with these Indians, I have the utmost confidence in his ability to effect their removal in a manner satisfactory to them and your Department.

I have been informed, by persons who were present at the time the treaty was made at Chicago in 1833 with these Indians, that it was through his influence alone that this treaty was effected.

Captain Douglass, the bearer of these communications, seems to be well qualified to act as one of the commissioners. He appears to be acquainted with the character of the Indians, and his knowledge and opinions have been of service to me in effecting this emigration.

I am, sir, very respectfully, your most obedient servant,

H. BRADY,
Hon. J. R. POINSETT,
Brigadier General U. S. Army.

Secretary of War.

No. 18.

HEADQUARTERS, 7TH MILITARY DEPARTMENT,
Centreville, Michigan, June 13, 1840.

SIR: For the information of the War Department, I herewith send you the contract I have made with Mr. Alexis Coquillard, of South Bend, Indiana, to remove to the West all that remain of the combined nations of Pottawatomie, Chippewa, and Ottowa Indians, and the Pottawatomies of Indiana.

On my arrival among the Indians, I soon discovered that I should have to use force to remove them, unless I could procure the services of Mr. Coquillard, which could not be done in any other way than by giving him the contract. He feels confident that he will fulfill his engagements within three months; and I believe he will, although there are a set of scoundrels, who have been the ruination of the Indians, using their influence to prevent their emigrating. All the Indians are willing to emigrate, with the exception of one band, between 300 and 400, large and small, called the Nottawasippi or Cold-water band. As yet, they have not volunteered to go; but it is hoped that when the other bands are enrolled for emigra-
tion, they will follow their example. I may be under the necessity of forcing them, which can be done without much expense or trouble, the being but two men in the band that are opposed to going; these once secured, all the rest will go cheerfully. They happen to be the principal chiefs, and are under the influence of some bad white men, but I have not yet been able to discover who they are. You will perceive, by the accompanying agreement, that the contractor is required to remove all the Indians now subject to removal. I have deemed it expedient thus to bind him, for the purpose of inducing him to use all persuasive means in his power to secure their peaceable emigration. But should it in the end be necessary to resort to force, in effecting the emigration of the band above mentioned, I should not, without further cause, consider his contract as forfeited. On inquiry, I find that the Indians are very destitute of clothing; indeed, some of them are nearly naked. They have not yet been enrolled; but it is thought, by those who have the best opportunity of knowing, that there are about 1,500 in all, and it will require at least 15,000 dollars worth of goods to clothe them as they ought to be. This clothing can all be had from the traders in this section of the country, at much less expense than it could be brought here; because, after the Indians leave this country, their Indian goods will be a dead weight on their hands; and, as the Indians will be prepared to leave in three or four weeks from this time, I do most earnestly request that I may be allowed to apply the $10,000 in my hands to the purchase of these goods, because there will not be time before the Indians are assembled to send the goods from New York; and it would be bad policy to detain the Indians one day after they are ready to move; indeed, the contractor is very urgent on this point. The remaining $5,000 can be paid in any way most convenient to the department. The Indians agree that the cost of the goods shall be stopped from the annuities now due them. I would further remark, that should the department consent to allow the traders to furnish the goods, their influence would be secured, which will be of great importance in effecting the emigration. I must here state, that the chiefs of the bands I met in council, requested that I should write to their great father the Secretary of War, and request him to allow them a part of their annuity now due them, after crossing the Mississippi, giving as a reason that if they were not paid until they joined their brethren in the West, that they would have to divide it with the whole tribe, although those now in the West have received theirs already. Should Mr. Coquillard fulfil his contract, these Indians will be emigrated, including all expenses, for twenty dollars a head less than any that have gone from this country before. I hope to have business so arranged as to be able to be back to Detroit in the course of a few days, when I shall be happy to receive an early and favorable reply to this communication.

I am, sir, very respectfully, your obedient servant,

H. BRADY,
Brigadier General U. S. Army.

T. HARTLEY CRAWFORD, Esq.,
Commissioner of Indian Affairs.
No. 19.

SOUTH BEND, June 18, 1840.

Sir: Under the various treaties which have been made with the Potawatomies, there are still many small band reservations which have not yet been transferred to the Government.

In the course of my duties, in investigating the accounts of these Indians, they have requested me to ask that some one be appointed to treat with them, for the purchase of those lands, previous to their emigration, which will take place in thirty or forty days. It is therefore important both to the Government and the Indians that the matter be immediately attended to; the regular agent, Gen. Milroy, would perhaps be the most suitable to select for this service.

With much respect, your friend,

W. B. MITCHELL.

T. HARTLEY CRAWFORD, Esq.,
Commissioner of Indian Affairs.

No. 20.

ELKHART, INDIANA, June 29, 1840.

Sir: I am still continually engaged in the examination and adjustment of claims against and in favor of the Indians. The claims are numerous and complicated, and require great caution and circumspection to arrive at the actual state of facts.

The greatest difficulty presents itself in tracing out the history of claims in favor of the Indians, as in many instances they can clearly prove the loss of property, and its possession by the whites, yet are unable to identify or name the trespasser.

The Indians are now assembling for emigration; and, as it is necessary to obtain all the testimony possible previous to their departure, I have been compelled to avail myself of the permission granted by the department to employ a secretary, and have selected J. R. McCord, Esq., for the performance of that duty.

With much respect, your friend, sincerely,

Hon. T. H. CRAWFORD.

No. 21.

LOGANSPORT SUB-AGENCY,
Delphi, Indiana, June 29, 1840.

Sir: I have to state that I have just returned from South Bend, at which place General Mitchell is attending to the examination of claims against the emigrating Indians. The general seems to be discharging the duties confided to him with energy and despatch, and to the satisfaction of the citizens interested. The prospects of the removal of the Indiana Potawatomies are favorable; as to the Michigan Indians, I am not so well
informed; on these subjects it is the duty of others, not me, to report. I would, however, remark that the effects of my efforts with the Indiana Pottawatomies, in relation to their removal, are now to be seen in their willingness to emigrate. There is no difficulty to be apprehended in their removal, except such as may be occasioned by the men who opposed their removal by me last season.

I would also state, that I am more fully convinced that justice to the Indians, as well as the character of the Government, require (as heretofore suggested) a thorough investigation of the titles by which Indian reservations are held by white men. Systematized frauds have been practised upon the Indians; and that, too, by men who perhaps, at this time, are seeking, and have sought, employment from the department. I have heretofore mentioned names in relation to this subject. I am much pleased to find that Gen. Mitchell has it in charge to examine and report on claims of the Indians against white men; this duty, I doubt not, will be faithfully performed.

It is proper to state, for the information of the department, that I am informed that the boys obtained by Mr. J. T. Douglass, for the Choctaw Academy, are not such as are required. One of them, it is said, is not an Indian; others are half and quarter breeds; one has heretofore been at the academy, and is a worthless, drunken vagabond, named Henry Clay; several of them are of men's years. Such is the manner the trust has been performed. I will take the liberty to state that it is to be regretted that this man has been confided in, as it is calculated to do injury as to the confidence of the public. He, I say, fearless of contradiction, could not be chosen to the most subordinate office by those who know him. I regret to make such a statement, but justice to the department requires it; and I doubt not, that so far as he has come under the notice of Generals Brady and Mitchell, they will corroborate the statement, and that he is without influence with the Indians as well as the whites.

I herewith enclose to the department a paper recommending General William B. Mitchell as a commissioner to negotiate an exchange of lands with certain Indian tribes, which I have respectfully to request be submitted to the Secretary of War, Mr. Poinsett, for his consideration. I presume your own personal acquaintance with General M. will enable you to judge of his qualifications for such a trust, which should you sanction, it would be highly appreciated by Gen. Mitchell and his friends.

With much respect, your most obedient servant,

SAMUEL MILROY.

T. HARTLEY CRAWFORD, Esq.,
Commissioner of Indian Affairs.

P. S. My recent absence will delay my quarterly return a day or two beyond the proper time.

No. 22.

SOUTH BEND, ST. JOSEPH COUNTY, INDIANA,

August 2, 1840.

Sir: I have the honor to report to you that I have just reached this place, on business connected with the removal of the Pottawatomie and other Indians, about to emigrate from this section of the country.
This being likely to become, in some respects, a military operation, General Brady, the superintendent, has directed me to disburse the funds which have been sent to him, and the object of this communication is therefore to request of you to inform me if any new regulations have been adopted, in reference to disbursements in the Indian department, in addition to the printed revised regulations in force at the beginning of 1839.

Very respectfully, your most obedient servant,

EDWARD DEAS, Lt. U. S. A.,
Disbursing Agent Indian Department.

T. HARTLEY CRAWFORD, Esq.,
Commissioner of Indian Affairs.

No 23.

HEADQUARTERS 7TH MILITARY DEPARTMENT,
Detroit, August 24, 1840.

Sir: I have just returned from South Bend, (Indiana,) near which place Mr. Coquillard was collecting a party of Indians for emigration, and it grieves me to say that he has not been able to assemble more than four hundred and fifty. Difficulties have been created by bad white men, who have induced the Indians to believe they have lands still unsold to the United States, and that they cannot be removed.

Mr. Coquillard started for the west, with what Indians he had been able to collect, on the 17th instant. As Mr. Coquillard could not emigrate all the Indians as contemplated, I have made arrangements with two other gentlemen to remove all that are now remaining. They had a meeting with the most obstinate band, and left them under the impression that no obstacle would be raised to prevent their emigration at an early day. But, during their absence, a French trader went to three villages, and told them that the troops were advancing on them, with orders to kill them, and that the troops had the small-pox. This information alarmed them so much that they dispersed and concealed themselves in the woods. This movement will in some measure delay, but not defeat the emigration, as I trust I shall be able to collect them.

A party of eighteen was brought in by Captain Galt, of the 4th artillery, and among them is a man of influence with his people. He has been sent to them with a friendly message, and it confident he can induce them to return. He is now aware that the small-pox is not prevalent among the troops, and was treated with the utmost kindness by them. He was also informed that the troops would remain in the field until the snow fell, if they did not sooner succeed in emigrating the Indians. His action will, I trust, hasten their return, and enable me to assemble them soon. I shall probably return to the troops at Marsheel (120 miles west of Detroit) in a few days.

For the information of the Secretary of War, I have to state that, on the 17th instant, I met a party of about 150 Indians, at their request, about twenty miles from their village, where they had assembled to obtain the opinion of Judge Ransom, one of the district judges of this State, in reference to their emigration. Thirteen families have purchased land from the Government, and have either the President's patent or the duplicate of the receiver of the land office. The judge informed me that, in the event of their applying to him, he should feel bound to relieve them by habeas
corpus from any forcible effort made to emigrate them. I therefore ad-
vised them that they could remain on their lands until the pleasure of the
President was made known to them.

The remainder of this band (about 150 souls) is preparing to emigrate.
Judge Edwards, the register at the Kalamazoo land office, thinks the In-
dians have purchased twelve or thirteen hundred acres of land.

Herewith I send you a list of the heads of families, also the number of
each family.

I also enclose the contract with the Messrs. Godfrey, by which you
will see that the emigration of these people will cost much more than I had
any reason to suppose. This is to be attributed entirely to the interference
of mischievous white men. I shall not attempt to describe the difficulties
I have encountered or anticipate, but I feel confident that, by industrious
perseverance, I shall be able to effect the duties assigned me, however per-
plexing they may be.

I am, most respectfully, your obedient servant,

H. BRADY,

T. H. CRAWFORD, Esq.

Lepold Po-ka-gou, senior, deceased 18
Peter Po-ka-gou 8
Wa-see-to 8
Kip-am-sa 7
Wa-tim-am-to 5
Jean Baptiste 6
Wag-oc-co-sink 5
Wap-pas-sa 10
Pee-pu-yah 9
Augustine 8
To-ap-pash 9
Ka-kake 8
Joseph Bertrand 5

The above-named persons have permission to remain on the lands now
occupied by them, until such time as the will of the President be made
known as to their removal west of the Mississippi.

By order of Brigadier General Brady:

FRANCIS WOODBRIDGE,
Lieut. and A. D. C.

No 24.

HEADQUARTERS 7TH MILITARY DEPARTMENT,
Detroit, August 27, 1840.

Sir: On the 9th of this month I had the honor of receiving from Captain
Douglass your letter of the 7th July, and, agreeably to your instructions, I
have appointed the two gentlemen named by you commissioners to make a treaty with the Indians on the terms proposed in your letter. A copy of the appointments are herewith enclosed.

I am, sir, very respectfully, your most obedient servant,

H. BRADY,
Brig. Gen. U. S. A.

Hon. J. R. POINSETT,
Secretary of War.

HEADQUARTERS 7TH MILITARY DEPARTMENT,
South Bend, Indiana, August 10, 1840.

SIR: Instructions have been received from the War Department, empowering me to appoint you, in connexion with Mr. Coquillard, of South Bend, Indiana, agents of the Government to effect a treaty with the united nation of Pottawatomies, Ottowas, and Chippewas, who have settled north of the Missouri river, having for its object their removal to the Osage river, of which instructions the following are extracts:

“A tract of country on the Osage, of equal if not superior quality to that which they will leave, and of sufficient dimensions for their accommodation, will be set off for the united nation, and entirely separate from the possessions of the other tribes, if they wish; or, if agreeable to them and the Pottawatomies of Indiana, a union of interest can be formed, by taking land in common with them, and by constituting the means of each one fund, for the common benefit. In this event, an additional and proportionate quantity of land can be added to the tract, as assigned to the latter. As, in either case, the land given would be as valuable as that ceded, no further consideration, beyond the expense of removing, ought to be expected. But, if thought necessary, an amount not exceeding $100,000 may be promised to them, to be paid in some mode that will be productive of lasting benefit; and the United States will remove them, and subsist them one year after their arrival and settlement on the lands assigned to them. They should also be made to understand that, upon the reunion of the whole nation on the Osage, they shall at once receive the benefits provided by the treaty of Chicago.”

As it is the object of the Government that all the Indian tribes shall be removed from that section of the country, you will be particular in your treaty not to grant any reservations of lands to individual Indians. Mr. Coquillard, who leaves here in a few days in charge of an emigrating party, will visit you. You will then make arrangements for carrying into effect the above instructions as soon as possible. A secretary, to be appointed by you, will be employed, who will keep a correct record of your proceedings. Your individual compensation will be settled by the War Department.

Should you need any further instructions, you will please address me at Detroit.

I am, sir, very respectfully, your most obedient servant,

H. BRADY, Brig. Gen. U. S. A.

Rev. ISAAC McCoox,
Westport, Jackson county, Michigan.

A true copy:

F. WOODBRIDGE, Lt. and A. D. C.
HEADQUARTERS 7TH MILITARY DEPARTMENT,
South Bend, Indiana. August 10, 1840.

Sir: Instructions have been received from the War Department empowering me to appoint you, in connexion with the Rev. Isaac McCoy, of Westport, Jackson county, Missouri, agent of the Government to effect a treaty with the united nation of Pottawatomies, Ottowas, and Chippewas who have settled north of the Missouri river, having for its object the removal to the Osage river, of which instructions the following are extracts:

"A tract of country on the Osage, of equal if not superior quality to that which they will leave, and of sufficient dimensions for their accommodation will be set off for the united nation, and entirely separate from the possessions of the other tribes, if they wish; or, if agreeable to them and the Pottawatomies of Indiana, a union of interests can be formed, by taking land in common with them, and by constituting the means of each one fund, for the common benefit. In this event, an additional and proportionate quantity of land can be added to the tract assigned to the latter. As, in either case, the land given would be as valuable as that ceded, no further consideration, beyond the expenses of removal, ought to be expected. But if thought necessary, an amount not exceeding $100,000 may be promised to them, to be paid in some mode that will be productive of lasting benefit; and the United States will remove them, and subsist them for one year after their arrival and settlement on the lands assigned them. They should also be made to understand that, upon the reunion of the whole nation on the Osage, they shall at once receive the benefits of the treaty of Chicago."

As it is the object of the Government that all the Indians shall be removed from that section of country, you will be particular in your treaty not to grant any reservations of lands to individual Indians.

On your arrival west of the Mississippi, you will visit Mr. McCoy, and make arrangements with him for carrying into effect the above instructions as soon as possible. A secretary, to be appointed by you, will be employed, who will keep an accurate record of your proceedings. Should you effect a treaty, you will receive the usual allowance made for similar services; but if not, you are not to expect compensation of any kind for your services.

Should you need any further instructions, you will please address me at Detroit, Michigan.

I am, sir, very respectfully, your most obedient servant,

H. BRADY, Brig. Gen. U. S. A.
A. COQUILLARD, Esq., South Bend, Indiana.

A true copy:

F. WOODBRIDGE, Lt. and A. D. C.

No. 25.

ELKHART, September 10, 1840.

Sir: Yours of the 17th ult. has been received. The mistake in the account originated from the fact that, at the time the drafts were made, I had no opportunity of referring to any document or memorandum relative to the case, and inadvertently substituted 14th April for 14th May. I have
just returned from Battle creek and the head of the Kalamazoo river, where I met Gen. Brady with a detachment of the United States troops, and 175 Indians in custody. On my way to Nottawasippi I found 53 who proposed to move without the agency of force. These, with a few small straggling bands, are about all the Indians that will be moved this season, the balance having dispersed in the swamps north of Grand river.

There is an account which has been presented to Gen. Brady as a charge against the United States, and subsequently to myself as a claim against the Indians. It is for provisions and horse feed for the Indians before and at the council called by Gen. Brady, for the purpose of inducing the Indians to move peaceably. The general seems to think it is a fair claim against the Indians, while I am inclined to believe that, as it is a charge which has been produced by the special agency of Government agents, it ought to be paid by the United States. The supplies were furnished at cash prices, with the knowledge and approbation of both Gen. Brady and myself, and justice to the claimant requires a speedy adjustment of his account; and, therefore, any suggestion from your bureau would be most thankfully received. The number of claims presented exceeds 200, and the amount claimed about $200,000, which, of course, will be considerably reduced in the investigation.

I have, in the first instance, collected and recorded all the testimony in each case, and am now engaged in making decisions and writing out the reasons upon which they are founded.

Most respectfully, your friend,

W. B. MITCHELL.

Hon. T. HARTLEY CRAWFORD.

No. 26.

HEADQUARTERS 7TH MILITARY DEPARTMENT,
Detroit, October 1, 1841.

SIR: By direction of Gen. Brady, I have the honor to enclose, herewith, an account current for the funds received by him for subsisting and removal of Indians, for quarter ending 30th September, 1841.

Very respectfully, your most obedient servant,

T. WOODBRIDGE,
Lt. and A. D. C.

COMMISSIONER INDIAN AFFAIRS,
Washington, D. C.

No. 27.

ST. LOUIS, October 4, 1840.

DEAR SIR: Permit me to inform you of the situation and condition of those Indians that have recently emigrated west of the Mississippi and Missouri rivers. There are the Pottawatomies; a portion of them have emigrated, and are now in their new country, without the means of subsist-
ence; and are waiting for the Indian Commissioner at Washington to in­struct Maj. Pilcher to provide them subsistence. They are now, sir, in a state of starvation, and will be until Maj. Pilcher receives instructions to provide for them. There are, also, the Winnebagoes, that have lately ar­rived; and I tell you, sir, in a worse condition they could not be, for they are located in a small tract of country that has been for some time almost surrounded by other tribes of Indians that have hunted out all the game in their country; and if the Government does not provide for them soon, they must a great many of them starve. I have conversed with Maj. Pilcher upon this subject, and he requested me to inform you of this fact. He told me he had written to the Commissioner of Indian Affairs at Washing­ton on this subject, some time since, but had not as yet received any instruc­tions in relation to this matter. He is well satisfied that those Indians will have to be provided for, or they must many of them perish during the present winter and spring, but will not act without receiving instructions from the Department. Maj. Pilcher tells me he never has been informed that those Indians were coming, nor that they had arrived, nor has he received any information in relation to them from the Department. He tells me that they have just arrived, and he is quite uneasy about them, not having any instructions what to do, except the unofficial letter that you gave me in recommendation for the contract to subsist them. He is now wait­ing for official instructions from Washington, before he will act. I hope that you will give this matter due consideration, and inform Maj. Pilcher soon what disposition the Government wishes made of those Indians. The sooner you dispose of them the better for the frontier people, because they will soon be compelled to plunder from the whites something to subsist upon. I hope, sir, you will not consider me interfering, as I am requested to in­form you of these facts by Maj. Pilcher.

I am, sir, your most obedient servant,
R. E. CLEMENTS.

J. R. POINSETT, Secretary of War.

No. 28.

DETROIT, MICHIGAN, October 7, 1840.

SIR: Herewith I enclose to you the account current of all moneys receiv­ed and turned over by me, on account of the removal and subsistence of Indians, up to the end of the quarter ending 30th September, 1840.

Very respectfully, your obedient servant,
H. BRADY,
Brigadier General U. S. A.

T. H. CRAWFORD, Esq.,
Commissioner of Indian Affairs.

No. 29.

SUPERINTENDENCY INDIAN AFFAIRS,
St. Louis, October 7, 1840.

SIR: Various applications and informal offers have been received by me, since last spring, to supply a party of Pottawatomies said to be emigrating
from Indiana to Osage river sub-agency; but until since my return from Iowa, no information reached me indicative of certainty that such emigration would take place. On my return, I found an unofficial communication from Westport, stating positively that from three to four hundred Indians would be at that place in two or three days, destined to Maj. Davis’s sub-agency; and, with such an assurance, have deemed it necessary to instruct Maj. B. to invite proposals, on the shortest possible notice, to feed them, if it should appear they are entitled to rations; and, in the mean time, to have them subsisted under any former contract until a new one can be made. I think the contract will be taken at about 9 cents per ration.

As I passed Quincy, in Illinois, on my way to Iowa, I learned, and with some surprise, that 900 Chippewas, Ottowas, and Pottawatomies, had lately passed that place, on their way to Caldwell’s band, in the Council Bluffs sub-agency. For the subsistence of this party there are no such facilities at the advanced stage of the season, and the want of information renders it very embarrassing.

Mr. Sanford, who was with me, offered to subsist them at 13½ cents per ration. This is 1 cent higher than was paid for the party who emigrated under Caldwell; and, in the hope of getting more definite information on my return, I declined writing you at that time, but now regret that I did not do so.

I find it a little singular, and still more embarrassing, that such large parties of Indians should come into the superintendency through by-ways and short cuts, (as I suppose the conductors think,) and by every other, but the natural and proper route, without my knowledge, or any information that enables me to provide for them. It is a disadvantage to the Government in the price of subsistence, and may subject the Indians to much suffering, and be a means of their committing depredations on the stock of frontier settlers.

If the last party were destined to the Council Bluffs sub-agency, and are entitled to subsistence, I would respectfully ask immediate instructions and authority to make a contract forthwith, either by taking up Mr. Sanford's offer, or in any other way you may think fit to suggest. It is possible that a boat may be able to run up after I receive your instructions, though somewhat doubtful.

I regret to occupy your time with such long details upon a subject that might have been so briefly settled with timely information.

With much respect, I am, sir, your most obedient servant,

JOSHUA PILCHER,
Superintendent Indian Affairs.

T. HARTLEY CRAWFORD, Esq.,
Commissioner of Indian Affairs.

No. 30.

OSAGE RIVER SUB-AGENCY,
October 8, 1840.

Sir: I have the honor to report the arrival of a detachment of Pottawatomie Indians on their land south of the Osage river on the 6th instant; a muster roll of which, made under my immediate superintendency, in
the presence of S. P. Brady, Esq., conductor of said party, with the necessary acknowledgment attached, as required by the regulations, herewith forwarded to your office; and I have also given to the contractor for their removal (as required by the articles of agreement made with the Government) a certificate of the number of Indians delivered, and of the fulfilment of his obligations, as far as has fallen within my observation.

Very respectfully, your most obedient servant,
ANTHONY L. DAVIS,
Indian Sub-Agent.

T. HARTLEY CRAWFORD,
Commissioner of Indian Affairs.

No. 31.
SUPERINTENDENCY INDIAN AFFAIRS,
St. Louis, October 29, 1840.

Sir: I have the honor to receive your letter of the 15th instant, enclosing one from Mr. Clements to the Secretary of War; and I have received, also, your letter of the 17th, relating to emigrant Pottawatomies.

These communications will require some explanation from me, and be answered more in detail hereafter; meantime, permit me to request that neither Mr. Poinsett nor yourself bestow too much consideration upon communications wherein I am referred to as authority, without some indication of my sanction.

If you are as often and as much beset by adventurers as I am, you will have no difficulty in appreciating properly their communications relative to Indians and Indian affairs.

I have the satisfaction to inform you that the present state of things on the frontier is much as I could wish. Please show this to Mr. Poinsett; and accept the assurance of my respect and consideration,

JOSHUA PILCHER,
Superintendent Indian Affairs.

T. HARTLEY CRAWFORD, Esq.,
Commissioner of Indian Affairs.

No. 32.
OSAGE RIVER SUB-AGENCY,
November, 1840.

Sir: I have the honor to report the arrival of a detachment of Pottawatomie Indians, emigrated on their lands south of the Osage river, on the 25th instant, a muster roll of which, made under my immediate superintendency, in presence of Major Robert A. Forsyth, conductor of said party, with the necessary acknowledgments attached, as required by the regulations, is herewith forwarded to your office; and I have also given to the contractors for their removal (as required by the articles of agreement...
made with the Government) a certificate of the number of Indians delivered, and of the fulfilment of their obligations, as far as has fallen within my observation.

I am, sir, very respectfully, your most obedient servant,

ANTHONY L. DAVIS,
Indian Sub-Agent.

Hon. T. HARTLEY CRAWFORD,
Commissioner of Indian Affairs.

HEADQUARTERS 7TH MILITARY DEPARTMENT,
Detroit, October 12, 1840.

Sir: You are hereby appointed conductor of the party of Indians about to emigrate, under the contract made with the Messrs. Godfroy.

In addition to your other duties, you will receive from Lieutenant Deas the goods purchased for the Indians, and attend to their delivery at such time as may be deemed advisable.

I am, sir, very respectfully, your most obedient servant,

H. BDADY,
Brig. Gen. U. S. A.

Major R. A. FORSYTH, Conductor.

HEADQUARTERS 7TH MILITARY DEPARTMENT,
Detroit, November 5, 1840.

Sir: I have the pleasure of reporting, for the information of the War Department, that I returned to this place on the 3d instant, having left the party that are emigrating under the contract made with the Messrs. Godfroy on the 30th October, about seventy miles from Peru, where the conductor, Major Forsyth, intended embarking all of them on board of steamboats, save a sufficient number to take the horses belonging to them through by land. This party numbers 430, which, with the 524 that have already reached their place of destination, conducted by S. P. Brady, Esq., it is thought included all the Indians that are subject to emigration this year, with the exception of about 50, who, from the lateness of the season, could not be collected. It is thought they have taken shelter among the Grand River Indians; if so, they will emigrate next year with those Indians.

When I hear from Major Forsyth, which I hope to do in the course of eight or ten days, I shall write you more in detail.

Herewith you will receive the appointment of Major Forsyth, as conductor of the second emigrating party.

I am, sir, very respectfully, your most obedient servant,

H. BRADY,
Brig. Gen. U. S. A.

T. HARTLEY CRAWFORD, Esq.,
Commissioner of Indian Affairs.
HEADQUARTERS 7TH MILITARY DEPARTMENT,
Detroit, November 9, 1840.

SIR: Your communication of the 21st of October, to Wm. B. Mitchell, have seen, and for the present decline ordering the payment of Mr. Pestana’s account, although I have not a doubt that it is a just one, and ought to be paid. I was not a little surprised to learn, from your letter, that General Mitchell had informed you that those Indians had been ordered South Bend by me. The fact is, General Mitchell required the presence of the Indians himself, whilst deciding on the claims presented against them.

On my first visit to South Bend, I expressed a wish to meet two or three chiefs or headmen of each band, and directed Mr. Coquillard to have them brought in. He assured me that in all there could not be over 20, and it might cost from fifty to one hundred dollars to collect them. In place of 20, not less than three times that number came in. I gave them provisions to the amount of nearly $400; and then I declined giving them any more. General Mitchell made the contract with Mr. Pestana, which has produced the account in question; therefore, I cannot think I ought to pay out of public funds in my hands, a debt created by action of General Mitchell.

I am, sir, very respectfully, your most obedient servant,

H. BRADY, Brig. Gen. U.S.A.

T. HARTLEY CRAWFORD, Esq., Commissioner of Indian Affairs.

SUPERINTENDENCY OF INDIAN AFFAIRS,
St. Louis, November 12, 1840.

SIR: Annexed is the copy of a letter from General Brady to me, in which I have to request your early attention, having no power myself to dispose of the matter referred to by him.

Major Forsyth represents the party of Indians alluded to as the most turbulent and unmanageable that he has ever encountered; and states that Mr. Ketchum has rendered great service in assembling and inducing them to emigrate. And as there is a large mass of combustible material now being concentrated at a single point on the frontier, I deem it advisable to take every precaution to prevent an explosion, and am consequently induced to recommend the gratification of the wishes of the Indians, if it is not incompatible with the former arrangements between Mr. Ketchum and the department, of which you alone are the proper judge.

The subject is therefore respectfully submitted to you, with a request that you will give it early consideration.

Very respectfully, I am, sir, your most obedient servant,

JOSHUA PILCHER,
Superintendent Indian Affairs.

T. HARTLEY CRAWFORD, Esq., Commissioner of Indian Affairs.
HEADQUARTERS 7TH MILITARY DEPARTMENT,

Walnut Grove, Illinois, October 24, 1840.

SIR: I take the liberty of stating to you that I have been importuned by the Indians who are now emigrating west, under the charge of Major Forsyth, the conductor, to permit the Rev. Mr. Ketchum to remain with them until next spring. Mr. Ketchum is now, and has been for a long time, an assistant Indian agent with these people. The reverend gentleman is willing to remain with them, provided his present compensation should be increased so as to make it an object. I am much in favor of these turbulent people being indulged in their request, but do not possess the power to grant their petition. I do therefore most respectfully submit the matter to you, as it may be convenient for you to provide for Mr. Ketchum, so that he can be with these unfortunate people until spring.

I am, sir, very respectfully, your most obedient servant,

H. BRADY,
Brig. Gen.

Mr. PILCHER, Superintendent Indian Affairs, St. Louis.

---

No. 36:

SUPERINTENDENCY INDIAN AFFAIRS,

St. Louis, November 12, 1840.

SIR: Major Forsyth, conductor, has reported to me a party of Pottawatomie Indians, now emigrating west, consisting of about 410 persons, and now encamped about twenty miles from this city.

As the party is much larger than I had anticipated from unofficial reports that had reached me, it has been deemed advisable to order Major Davis to invite proposals on the frontier, at a notice of ten days, and let out a separate contract for their subsistence. I do this for the double purpose of gratifying the numerous adventurers, and at the same time ensure contracts on the most reasonable terms possible. The means of our frontier citizens are abundant, and contracts will doubtless be taken at low rates, and shall be well filled.

Major Davis has been ordered to find the party, under any existing contract, until a separate one shall be made and carried into operation.

I am, sir, your most obedient servant,

JOSHUA PILCHER,
Superintendent Indian Affairs.

---

No. 37:

SUPERINTENDENCY INDIAN AFFAIRS,

St. Louis, December 12, 1840.

SIR: In order that you may perfectly understand the whole subject, it is deemed advisable to transmit the enclosed letter from Major Davis, and a copy of my letters to him of this date, which it is presumed will meet your approbation.

I am, sir, very respectfully, your most obedient servant,

JOSHUA PILCHER,
Superintendent Indian Affairs.
Sir: I have just received your letter of the 11th instant, by the hand of my friend Mr. Kercheval, on the subject of subsisting the party of Pottawatomies emigrating under the charge of him and Major Robert A. Forsyth, in which you instruct me to let another contract for that purpose. It was my understanding that the previous one authorized was intended to embrace all the Pottawatomie Indians that might emigrate for twelve months, as that has been the course pursued in regard to subsisting the same tribe heretofore; and I have accordingly entered into a contract for subsisting the emigrant Pottawatomie Indians for the term of one year, from its commencement, which I think embraces the last party as well as the first, and all others that might emigrate during the continuance of that contract. However, I have put the last party temporarily under it for subsistence, until you could be informed of the present contract, and in the mean time it is expressly understood, by the present contractor, that if, after getting your views on the subject, you should be of the opinion that it would be better to make a new contract for the last party, that I am immediately to advertise for one, and let it, agreeably to your instructions. Your views in regard to this matter are therefore respectfully requested as early as convenient.

The contract which I have made is for six cents per ration; which I will forward to your office in a few days.

Very respectfully, your most obedient servant,

ANTHONY L. DAVIS,
Indian Sub-Agent.

Major Joshua Pilcher,
Superintendent Indian Affairs, St. Louis, Mo.

SUPERINTENDENCY OF INDIAN AFFAIRS,
St. Louis, December 12, 1840.

Sir: Your letter of the 25th ultimo has been received. The contract to which you refer has been taken at an unusually low price; and, after duly considering your letter, it is deemed advisable to rescind my instructions of the 11th ultimo, in relation to a special or separate contract for subsisting the party of Pottawatomies that emigrated under Major Forsyth and Mr. Kercheval, and supply both parties under the contract you made for subsisting the first; with the distinct understanding, however, that no subsequent party will be embraced in it without special instruction from the office or from the Department direct, unless it may be some stragglers that may come in hereafter, and belong to one of the bands lately emigrated from Michigan and Indiana, and who may have remained behind. If any such should come hereafter, they can be subsisted, and will of course be taken up on the muster rolls.

For the temporary subsistence of the first party that arrived, up to the time the new contractor commenced his issues, you are authorized to make a requisition upon me, and let it be accompanied with a muster roll and abstracts of issues, and I will endeavor to make it up. Under the new contract, it will be well to make no requisition until the end of the first
quarter of next year, as the necessary funds to meet it must depend upon the action of Congress; and for this you have no doubt provided in the contract. Should both parties draw rations at the same place, it is presumed that the services of the issuing agent, authorized to be employed by my letter of the 16th ultimo, can be dispensed with, and you will accordingly do so. But if, on the contrary, the issues are made at different points, such a person can be employed (or continued if already employed) in the manner pointed out in my letter of the 16th ultimo.

Apart from the obligations of the Government to see that strict justice is done to the Indians, the mass of discordant materials now concentrated in your sub-agency renders it still more important that every pains should be taken to satisfy the emigrants by an implicit compliance with all the obligations imposed by the contract; and this important duty is confided to you, in the full confidence that it will not be lost sight of.

I am, sir, very respectfully, your most obedient servant,

JOSHUA PILCHER,
Superintendent Indian Affairs.

Major A. L. DAVIS,
Indian Sub-Agent.

No. 38.
WASHINGTON, December 27, 1840.

SIR: I have the honor herewith to transmit the account of Loren Marsh, for services rendered, &c., by him, as an agent for the removal of the Potawatomi Indians. Mr. Marsh is desirous of an early adjudication of his account, as he says "money is very scarce, except whig money, and that is altogether below par."

I have the honor to be, very respectfully, your obedient servant,

ISAAC E. CRARY.

Hon. T. HARTLEY CRAWFORD.

The United States of America; Indian department, to Loren Marsh, Dr.

For services rendered in gathering the Indians together, to emigrate across the Mississippi, to the place provided for the Pottawatomi and Nottawasippi band, so called, commencing on the 20th day of February, 1840, and ending on the 1st day of November, 253 days, at $3 per day:

$759 00

To goods and money paid out to Indians in counselling with them at different times

250 00

To services of horses employed

100 00

To money paid men to notify Indians to meet in council, at different times

150 00

To thirty nights employed in gathering the Indians, and hunting their camps, and keeping them from running away

150 00

$1,409 00
The above account is just and true, and I wish the same paid to Isaac E. Crary, Esq., whose receipt will be duly acknowledged by

Your obedient servant,

LOREN MARSH.

No. 39.

HEADQUARTERS 7TH MILITARY DEPARTMENT,
Detroit, December, 29, 1840.

Sir: I have honor to report, for the information of the War Department, that Major Forsyth, conductor of the last emigrating party of Pottawatomie Indians, returned to this city on the 25th instant, having succeeded in delivering to Major Davis (receiving agent at the Osage sub-agency) 439 Indians.

At the request of Messrs. Godfray and Kercheval, I herewith forward to you the original contract made by the Messrs. Godfray and myself; also the certificate of Major Davis, and my order extending the time named for conducting the Indians to their new homes. The contractors are desirous of receiving their pay at an early day as convenient, and have requested me to forward their papers on to you, with a request that Lieutenant Deas, of the 4th artillery, who is my disbursing officer, may be furnished with funds to settle with them.

I must say, for those gentlemen, they have had a perplexing and an expensive duty to perform, under their contract, and I fear they will be poorly paid for their time and trouble; which is not surprising, when we take into consideration, that not 20 of the 439 Indians moved willingly. On the contrary, we were compelled to hunt them up in the woods, and to conduct them to Peru, in Illinois, with troops; at which place, they were placed on board of the steamboat, and nothing but the bold and determined conduct of Major Forsyth (conductor) prevented the necessity of sending a detachment of troops with them, the whole distance, to the Osage agency.

In a few days, I trust, I shall be able to send you a statement of my account with the Indian department.

I am, most respectfully, your obedient servant,

H. BRADY,
Brigadier General U. S. Army.

THOMAS HARTLEY CRAWFORD, Esq.
Superintendent of Indian Affairs

No. 40.

WAR DEPARTMENT,
February 26, 1840.

Sir: The period having arrived when, in the opinion of the President, the execution of the treaty of Chicago with the united nation of Chippewa, Ottawa, and Pottawatomie Indians, ratified on the 21st February, 1835, shall no longer be delayed, you are hereby instructed to take all the necessary measures for carrying it into full effect in the course of this year, and
at such time within that period as shall be deemed most fitting and convenient. You will avail yourself of the services of the citizens residing in that region of country, who possess influence over the tribes, or any portion of them, in order to induce the Indians to enroll themselves for emigration, and peaceably to rejoin their brethren of the united nation already settled in the west. But at the same time, you will neglect no military precautions, which may seem to you expedient to enforce your negotiations, and to ensure the success of the operation with which you are charged.

It is understood that the nation is indebted to citizens residing in that country, and it is the intention of the Department to take measures for the payment of those debts out of their annuities. A proper person shall be sent to examine and adjudicate these claims, and certificates shall be given to the creditors of the Indians, payable upon the removal of the tribes to the west, to which location the 4th article of the treaty confines such payments.

A map of the country which is to be the theatre of your operations, is transmitted herewith, and if you think it necessary to have a more minute and detailed examination of it, competent officers shall be sent to perform that duty, as soon as the season will permit them to take the field.

J. R. POINSETT.

Detroit, Michigan.

No. 41.

WAR DEPARTMENT,
February 27, 1840.

SIR: I transmit herewith a letter of introduction to General Brady. The instructions to that officer have been sent by mail, together with a copy of your proposals to remove the Indians by contract.

I wish you to say to Mr. Buret, that I am sorry it is not in my power to give him an appointment in the army. The regulations of the Department in relation to such appointments are never relaxed, or they should be in his case. If an opportunity offers for me to do any thing for him, it will afford me great pleasure to give it the most respectful consideration, and, if possible, to oblige both you and him.

J. R. POINSETT.

JOHN T. DOUGLASS, Dayton, Ohio.

No. 42.

WAR DEPARTMENT,
February 27, 1840.

SIR: The Commissioner of Indian Affairs has employed Mr. Ketchum, of St. Joseph, and Mr. Marsh, for the purpose of persuading the Indians in Michigan to remove peaceably to the west. Their continuance in that employment will depend upon your being satisfied with the services they have or may render.
I have given a letter to Mr. John T. Douglass, formerly in the employ-
ment of the Indian department, who proposes to remove these Indians by
contract. A copy of the proposals are sent herewith, and, one of a letter
to the Rev. Mr. McCoy on the subject. Mr. Ewing, of Indiana, has pro-
posed likewise to remove by contract the Indians in his vicinity, and a
copy of his letter is also enclosed.
Wm. B. Mitchell, Esq., of Pulaski, Elkhart county, Indiana, is desirous
of being employed in the emigration. He is represented to me to be a man
of capacity and respectability, and who would be found useful in some
prominent situation. He has submitted no proposition to the Department,
nor has he made any direct application, but his friends recommend him
strongly, and I therefore deem it proper to mention him to you.

Brig. Gen. Hugh Brady,
Detroit, Michigan.

No. 43.

War Department,
February 27, 1840.

Sir: This letter will be handed to you by Mr. J. T. Douglass, whose
proposals to remove by contract the Indians in Michigan have been sent
to you, in a letter from the Department of this date. The Department
thinks well of Mr. Douglass and of his proposals, but you will exercise
your discretion in the matter.

J. R. Poinsett.

Brevet Brig. Gen. Hugh Brady,
Detroit, Michigan.

No. 44.

War Department,
February 27, 1840.

Sir: This letter will be handed to you by Mr. J. T. Douglass, whose
proposals to remove by contract the Indians in Michigan have been sent
to you, in a letter from the Department of this date. The Department
thinks well of Mr. Douglass and of his purposes, but you will exercise
your discretion in the matter.

J. R. Poinsett.

Brevet Brig. Gen. Hugh Brady,
Detroit, Michigan.

No. 45.

War Department,
March 14, 1840.

Sir: When the instructions to you of the 26th ultimo, for the removal
of the Chippewa, Ottowa, and Pottawatomie Indians, were prepared,
was intended to embrace in them the Pottawatomies of Indiana. Upon looking at those instructions, however, they seem to extend only to the united bands who made the treaty of Chicago. The others, known as the Pottawatomies, have by various treaties ceded their lands, and by the same instruments are required to remove. Their number has been variously estimated, but it is thought cannot be very large.

You will please to regard the order of the 26th ultimo as extending to them. They are to me removed to the south of the Osage river and northeast of the Neosho river, on the lands already provided for them southwest of the Missouri, and to which many of their brethren have emigrated. As the destination of these Indians, and that of the united bands of Chippewas, Ottowas, and Pottawatomies, on the northeast bank of the Missouri, are distant from each other, you are authorized to employ proper agents, and, if necessary, different superintendents, and generally to take all measures that may be found necessary to carry out these operations.

Very, &c.

J. R. POINSETT.

Brig. Gen. Hugh Brady,
Detroit, Michigan.

No. 45t.

WAR DEPARTMENT,
Office Indian Affairs, March 18, 1840.

Sir: The superintendence and direction of the removal of the remnant of the united nation of Chippewa, Ottowa, and Pottawatomie Indians, as also that of the Pottawatomies of Indiana, has been confided, under instructions from the Secretary of War, to Brevet Brig. Gen. Hugh Brady, of the United States army, who will adopt such measures indicated to him as may seem expedient in effecting the removal of those Indians. Gen. Brady has been informed of the appointment of yourself and the Rev. Isaac Ketchum; and, having authority for appointing all the agents that may be essential in giving due effect to his efforts, may find it of consequence to continue the services of yourself and associate. I suggest that it would be well to report, if desirous to engage under a new appointment in the emigration of the Indians, to Gen. Brady, at Detroit, Michigan.

Very, &c.

T. HARTLEY CRAWFORD.

LOREN MARSH, Esq., &c., Michigan; and to
Rev. ISAAC KETCHUM.

No. 46.

WAR DEPARTMENT,
Office Indian Affairs, April 1, 1840.

Sir: I have received your letter of the 14th instant, enclosing H. E. Milroy's bond as a disbursing agent in the emigration.

Under date of the 14th ultimo, you were notified that Gen. Brady had
been commissioned and instructed by the Secretary of War to take charge of the emigration of all the Pottawatomie Indians, and fully authorized to make the appointments of all agents necessary to aid him in the discharge of his duty; to which letter, addressed to you at Logansport, I refer you for further information.

The bond of Mr. H. B. Milroy is therefore herewith returned.

T. HARTLEY CRAWFORD.

Gen. S. Milroy,
Delphi, Indiana.

No. 47.

Office Indian Affairs, April 23, 1840.

Sir: The employment of the various agents who will be necessary in removing the united band of Chippewas, Ottewas, and Pottawatomies, and the Pottawatomies of Indiana, will devolve upon you, as having the general charge and superintendence of the movement. This office is always a delicate and often a difficult one, in performing which you will naturally and necessarily require of them, most likely, to give you correct information. Without meaning in the slightest degree to interfere with your conduct of this business, I have been instructed by the Secretary of War to say to you that Gen. Samuel Milroy, of Miami, Indian agent, enjoys the entire confidence of the War Department and of this office, and to suggest to you the expediency and judiciousness of making no important appointment in his quarter without consulting him.

Brig. Gen. Hugh Brady,
Detroit, Michigan.

No. 48.

War Department,
Office Indian Affairs, April 27, 1840.

SIR: The Secretary of War has been advised by Capt. J. T. Douglass that the Pottawatomies are desirous to receive a small quantity of goods before they start for the west, and that they are in great want of them. The Department is willing, if the Indians agree to that course, and still more, if they desire it, that goods should be furnished them to a reasonable amount, to be refunded from their annuities for the present year. You are therefore requested to ascertain and report their wishes in this respect, and also the sum which, in your opinion, will be required for the purpose. When this information is received, the necessary measures will be taken in the premises.

Brig. Gen. Hugh Brady,
Detroit, Michigan.
WAR DEPARTMENT,
Office Indian Affairs, April 28, 1840.

SIR: Yours of the 18th instant is received. In reply, I have to inform you that the Secretary of War has confided to General Hugh Brady, of the United States army, the measures to be adopted in the removal of the Pottawatomies of Indiana, (with those also of the united nation of Chippewas, Ottowas, and Pottawatomies,) and, as a consequence, the appointment of all persons to assist in the emigration of those Indians.

T. HARTLEY CRAWFORD.

MT. C. CARTER, Logansport, Ia.

WAR DEPARTMENT, April 30, 1840.

SIR: With the approbation of the President, you are hereby appointed a commissioner to examine claims of citizens of the United States against the Ottowas, Chippewas, and Pottawatomies, and the Pottawatomies of Indiana, and of these Indians against the former. You will be allowed $6 for every 20 miles of travel, by the shortest and most direct practicable routes, from your residence to the points selected by you for the transaction of this business, and thence home, and for every 20 miles of necessary travel in the Indian country; and $6 for every day actually and necessarily otherwise spent in the execution of your duties while there. You are authorized to draw bills of exchange on the Commissioner of Indian Affairs, payable in Indiana or Michigan, if at any time you should desire to do so, for such sums as may be due to you on account of mileage.

These bills will be accompanied by accounts showing, in detail, dates, distances, &c., attested by your certificate. At the completion of your services, you will render an account, upon the settlement of which, the balance due for mileage, and the amount of your per diem, will be remitted to you.

Instructions for the execution of your duties will be transmitted to you by the Commissioner of Indian Affairs.

J. R. POINSETT.

DEPARTMENT OF WAR,
Office Indian Affairs, April 30, 1840.

SIR: I have the honor to transmit herewith a letter from the Secretary of War, appointing you a commissioner to examine claims of citizens of the United States against the Ottowas, Chippewas, and Pottawatomies, and the Pottawatomies of Indiana, and of the latter against the former; and, in anticipation of your acceptance of the trust, proceed at once to com-
municate the instructions of the Department for the execution of your duties in that capacity.

In the treaty of the 26th September, 1833, with the Ottawas, Chippewas, and Pottawatomies, they agreed to remove to the country set apart for them west of the Mississippi, the boundaries of which were defined, "as soon as conveniently can be done"—"to remove from all that part of the land now ceded which is within the State of Illinois, immediately on the ratification of this treaty," being "permitted to retain possession of the country north of the boundary line of said State for the term of three years." And, by various treaties made with the Pottawatomies in 1836 and 1837, they obligated themselves to remove west of the Mississippi "within two years." The Department, having been able thus far to procure but a partial compliance with these stipulations, has instructed Brigadier General Hugh Brady, of the army, to see that they are fully carried out the present season.

That the creditors of the Indians, and the Indians themselves, may not be subjected to loss by this measure, it was determined to institute the commission which you have been selected to fill, to decide upon the claims of the respective parties against each other. General Brady, whose station is at Detroit, and General Samuel Milroy, sub-agent at Delphi, will be advised of your appointment, and requested to aid you as far as may be in their power. It will be proper for you to confer with them as to the places and times when and where your duties should be discharged, and the length of the notice to the parties proper to be given. To fix upon these will be the first step to be taken, and the suggestions of these gentlemen will be of great service to you.

In the execution of the first branch of your duties (the adjustment of claims against the Indians) you will require the respective creditors to deposit, with you transcripts of their claims, exhibiting names, dates, articles, prices, and the original consideration of each claim. If notes or obligations, purporting to be signed by any of the Indians, shall be presented to you for allowance, you will inquire into the original consideration and the circumstances under which they may have been signed. No such note or obligation will be received as evidence of a debt, unless the indebtedness shall be satisfactorily shown. If original books and entries cannot be produced, their loss or destruction must be proved. The sale of spirituous liquors to Indians being prohibited by the laws of the United States, no item of charge on that account will, under any circumstances, be allowed. You will prepare a roll of all the claimants, specifying the amount claimed by each, the places of residence or trade, the time when the debt was incurred, the kind of merchandise or other articles, the amount admitted by you to be justly due, and the amount rejected. You will carefully record all the evidence in each case, and transmit it, with the affidavits themselves, if in that form, with the roll of claimants, and with the grounds of your decisions, to this office. The accompanying printed copy of a report on similar claims against the Pottawatomies will give you a clear idea of the manner in which your own should be prepared.

Your examination cannot be too scrutinizing into the merits and justice of every claim. If it be against an individual Indian, he should be called before you, and each item in the account should be explained to him, and his assent or dissent to it acquired and obtained, if practicable. If it be against a tribe or band, as such, the account should be explained in like
manner to the chiefs and headmen, and their acknowledgment or denial taken. To this extent, I have no doubt Indian testimony should be received; the weight it should have you must determine, after considering the character, general intelligence, and means of information of the witness. The moral duty of paying every just claim should be pressed upon the Indians; and, in receiving their statements, you will bear in mind the danger arising on the one hand from a disposition to evade an obligation, and on the other from the exercise of improper influence by any of the claimants. When your report shall have been received and approved, you shall be advised and authorized to issue certificates according to the enclosed form, payable, on their surrender to this office, at the points where the debts were contracted.

The number of claims on the part of the Indians against the whites will probably be comparatively small; but their investigation will perhaps be more difficult than that of the class first noticed. The circumstances are such, too, that no specific instructions can be given. It will be your duty to ascertain and report to this office all just claims, that measures may be taken to secure substantial justice to the Indians. You will bear in mind the great disadvantages under which they labor in prosecuting their demands against the whites, and that you, as the organ of the Government, and in the exercise of its guardian care, are bound to protect and aid them in the collection of their just dues. Hence, in your examination, you will favor the Indian claimants, at the same time taking care to do no wrong to the adverse party. I have great confidence in your discretion and judgment, which will dictate to you the best method of securing the important object in view. In cases where mutual claims exist between the same parties, you will strike a balance, and give the certificate for the amount to the real creditor. Your report on this branch of the trust committed to you will be prepared in the same form as on the first, and consist of similar documents, with the alterations which the reversed and unequal situation of the parties require, and your own good sense will dictate.

No certificates need be issued to the Indian creditors; but the Département will, on the receipt of your report, take such measures as may be in its power to collect the amount, and provide for its remittance to the sub-agents west, for payment to the respective claimants.

T. H. C.

General Wm. B. Mitchell,
Pulaski, Elkhart county, Indiana.

P. S. Should you at any time find it impossible to execute all the writing necessary in the discharge of this business, you are authorized to employ a clerk, for the shortest possible period, at a compensation of not more than three dollars per day.

No. 52.

War Department,
Office Indian Affairs, May 2, 1840.

Sir: It was accidentally omitted to enclose, with your instructions of the 30th ultimo, the printed copy of Mr. Edmonds's report, and the form of certificate referred to therein.
The former is herewith transmitted; the latter will be sent when your report has been received and acted upon, until which time it will not be needed.

Very, &c.

General W. B. Mitchell,
Pulaski, Indiana.

T. H. Crawford.

No. 53.

War Department,
Office Indian Affairs, May 4, 1840.

Sir: I have the honor, at the request of General Samuel Milroy, to enclose to you a copy of the letter of the Secretary of War of April 17, 1839, tendering to that officer his present appointment, and of the instructions of this office of 9th September last.

T. Hartley Crawford.


No. 54.

War Department,
Office Indian Affairs, May 4, 1840.

Sir: I have had the honor to receive yours of the 18th ultimo, acknowledging one of the 1st from this office. In reply, I have to observe that it affords the department pleasure to furnish to General Brady copies of the papers referred to in your letter. They are enclosed to the general to-day.

T. Hartley Crawford.

General Samuel Milroy,
Delphi, Indiana.

No. 55.

War Department,
Office Indian Affairs, May 4, 1840.

Sir: Yours of the 27th ultimo, being an application in behalf of appointing Mr. Chauncey Carter to the office of disbursing agent in the emigration of the Pottawatomie Indians, is received.

In reply, I have the honor to inform you that the agents necessary in the removal of the Indians, lately confided to the direction of General Hugh Brady, United States army, must receive their appointment from that officer; and to state that, upon application made by Mr. Carter direct, for the office in question, he was, on the 28th ultimo, in reply to his letter, referred to General Brady.

T. Hartley Crawford.

Hon. T. A. Howard,
House of Representatives; and
Hon. A. S. White, Senate.
Doc. No. 143.

No. 56.

WAR DEPARTMENT, May 7, 1840.

Sir: The Department, in recommending to you to employ persons possessing influence over the Indians, and introducing W. Douglass to your notice, did not intend that its accredited agents should be passed over. General Milroy is entitled to the entire confidence of the Government; and, in the removal of the Indians from Indiana, I beg you will consult that officer, and regard him as principal assistant therein.

J. R. POINSETT.


No. 57.

WAR DEPARTMENT, Office Indian Affairs, June 25, 1840.

Sir: I have the honor to acknowledge the receipt of your letter of the 13th instant, and the contract with Alexis Coquillard, enclosed, for the removal of the Chippewas, Ottawas, and Pottawatomies, and the Pottawatomies of Indiana, now remaining east of the Mississippi. These papers have been laid before the Secretary of War, who has approved of the contract and your suggestions. You are therefore authorized to purchase clothing for the Indians to the amount of $15,000, if necessary, and to apply the funds ($10,000) in your hands to that object; the balance ($5,000) will be remitted to you at Detroit at an early day. The Indians should be made to understand that the sum thus expended will be retained from their share of the annuities for the current year.

In reply to the request of the chiefs to receive now a part of the annuity which will be due to them on their arrival west of the Mississippi, that they may not have to divide it with "those now west, who have received theirs already," I have to state that the annuities having been sent to the disbursing agent west, those now east cannot receive any part of them until after emigration. They shall then be paid the sums due to them, if the whole amounts have not been paid to the Indians west, agreeably to the treaty.

T. HARTLEY CRAWFORD.


No. 58.

WAR DEPARTMENT, Office Indian Affairs, July 3, 1840.

Sir: I have received your letter of the 15th ultimo, stating that several small bands of the Pottawatomies have not ceded their reservations to the United States, and communicating their desire to treat with the Government for that purpose.

It is the settled policy of the department to hold no treaties for the pur-
chase of Indian lands, unless previously authorized thereto by Congress. It is not, therefore, possible now to comply with the wishes of these Pottawatomies, but the subject shall be brought to the notice of the Secretary of War, that, if he thinks proper, the action of Congress may be invited in the premises. Should it be sanctioned by that authority, measures will be adopted to purchase the reservations.

T. HARTLEY CRAWFORD.

Gen. WM. B. MITCHELL,
South Bend, Indiana.

No. 59.

WAR DEPARTMENT, July 7, 1840.

Sir: I have received your communication of the 10th ultimo, with one from Mr. Coquillard, to you enclosed, recommending that efforts be again made to induce those of the united nation of Ottowas, Chippewas, and Pottawatomies, who have settled north of the Missouri river, to remove and rejoin their brethren on the Osage river.

The accomplishment of this measure is anxiously desired by the Department, to prevent those disturbances which must be expected from collision with our citizens, now rapidly filling up that part of the country which the Indians at present occupy. You are therefore authorized to accept Mr. Coquillard's proposition, and to employ him to negotiate with them for this purpose. You will associate with him Rev. Isaac McCoy, one of the gentlemen mentioned in his letter, whose residence is at Westport, Jackson county, Missouri. The compensation of the latter will be settled by the Department. Mr. Coquillard shall receive, if the object is attained, the allowance usually made for similar services; if the desired arrangement is not effected, he is understood not to expect compensation of any kind.

The following are the outlines of the arrangement which it will be their endeavor to conclude.

A tract of country of equal if not superior quality to that which they will leave, and of sufficient dimensions for their accommodation, will be set off for the united nation, and entirely separate from the possessions of other tribes, if they wish; or, if agreeable to them and the Pottawatomies of Indiana, a union of interests can be formed, by taking land in common with them, and by constituting the means of each one fund, for the common benefit. In this event, an additional and proportionate quantity of land can be added to the tract assigned to the latter; as, in either case, the land given would be as valuable as that ceded, no further consideration beyond the expenses of removal ought to be expected. But, if thought necessary, an amount not exceeding $100,000 may be promised to them, to be paid in some mode that will be productive of lasting benefit, and the United States will remove them, and subsist them for one year after their arrival and settlement on the land assigned them. They should also be made to understand that, upon the reunion of the whole nation on the Osage, they shall at once receive the benefits provided by the treaty of Chicago.

Very, &c.

J. R. POINSETT.

Brig. Gen. HUGH BRADY,
South Bend, Indiana.
Sir: In obedience to your instructions, I have the honor to submit an estimate of Col. Williams on Smith's claim, based on the principles laid down by the Judiciary Committee of the House of Representatives, in their report of the 10th of May.

The opinion of the committee is, that Mr. Smith is entitled to be paid "for the number of emigrants for which the means and the expenses were furnished, in contemplation of the covenant, after deducting the additional expense which would have been incurred by said Smith thereby."

The contract made by Mr. Smith, which is dated 24th October, 1837, and entered into with Gen. Nathaniel Smith, superintendent of Cherokee emigration, contemplated the removal of 6,000 Indians, or more, if it was found expedient to transport a greater number by water; in such sized parties, say of one thousand or more, as the means of safe and comfortable transportation would admit; "provided, however, that if the whole number of 6,000 Cherokees shall not consent to emigrate, or be transported by water, the United States shall not be bound to deliver to that number, or to pay damages, or indemnify for not so doing."

The committee states that Col. W. Smith "complied fully with his engagements, and in strict conformity with the terms of contract."

From what has been said, and the whole scope of the committee's report, I shall meet your order. I think of estimating for the transportation of 6,000, that being the number designated, and all beyond a mere contingency. In following this course, it is to be considered he performed four trips, carrying 2,206 in all. The committee are of opinion he could as conveniently, and with the same expense, have transported 4,000, or 1,000 each trip. On this ground the account would stand thus:

3 trips to Little Rock, 1,000 each trip, at $10 per head, would make $30,000 00
1 trip to Fort Coffee, 1,000 Indians, at $12.25 per head, would make $12,225 00

Admitted to have received, in full for the transportation of those actually removed by Col. W. Smith, viz: 2,206 $23,164 50

If the remaining 2,000 of the 6,000 Cherokees had been furnished and transported at $10 each, the gross amount of each would have been $20,000 00

Deduct the expenses of one steamboat, according to the letter of Mr. A. Harris, 16 days, at $70 per day, each trip 32 days, in all $2,240 00

This boat would carry, according to the affidavit of Daniel Dashiel, 700 passengers comfortably, and one keel boat (of
which Col. Smith had two large ones (two stories high) would have been required for the residue, although it is said each of them would have carried 560 passengers, and the expenses are computed at two-thirds of those of the steamboats $1,493 33

$3,733 33

$16,266 67

$35,327 17

Leaving, according to the views of the Judiciary Committee of the House of Representatives, the sum of $35,327 17 due Col. W. Smith, as the result of a calculation founded on the principles embraced in their report.

I believe I have reached the intention of the committee, and respectfully submit the same for your consideration, and, as I understand to be your object, for transmission to the Committee of Ways and Means.

Very respectfully, &c.

T. H. CRAWFORD.

Hon. J. R. POINSETT,
Secretary of War.

JUNE 15.

DEAR SIR: In conformity with the report of the Judiciary Committee, I will thank you to make out a report and statement in conformity, which can be presented to the Committee of Ways and Means.

Yours,

J. R. POINSETT.

Mr. CRAWFORD, Indian Office.

No. 61.

WAR DEPARTMENT,
Office Indian Affairs, July 20, 1840.

SIR: I have had the honor to receive your two letters, dated respectively 29th ultimo, one of which, to the Secretary of War, is referred to this office for answer.

In reply to the one recommending Gen. W. B. Mitchell as a competent person to negotiate with certain tribes of Indians referred to, for an exchange of land possessed by them, under the treaty of Chicago, concluded 26th September, 1833, for land southwest of the Missouri river, I have to inform you that, to effect the negotiation, the appointment of the Rev. Isaac McCoy, in conjunction with Mr. Alexis Coquillard, has been made by the honorable Secretary. A proposition to treat with the Indians was made to the Department by Mr. Coquillard, who engages his efforts without compensation, should he fail in effecting the object; and, among the names of several gentlemen submitted by him, as qualified for the commission, is that
of General Mitchell, whom the department would have been glad of appointing, had it been practicable.

The subjects contained in your letter have been respectfully noticed; and on the suggestion of a thorough investigation of titles of white men to Indian reservations, I will remark, that they become subjects of rigid investigation before this office, so far as its authority over them extends, under the laws and the treaties with the various Indian tribes. In respect to the boys selected by Capt. William Douglass for the academy in Kentucky, it is to be regretted if the selections made are not such as should be sent.

Very, &c.

T. HARTLEY CRAWFORD.

Gen. SAMUEL MILROY,
Delphi, Indiana.

No. 62.

WAR DEPARTMENT,
Office Indian Affairs, August 3, 1840.

Sir: There is due to the heirs of Wee-saw-ha a reserve, under the treaty of 16th October, 1826, with the Pottawatomie, from Joseph Sterrett, of Laporte county, Indiana, the sum of $190, as will more fully appear by reference to the accompanying copy of a mortgage from the said Sterrett to the heirs aforesaid. John H. Bradley, Esq., of Laporte, who represents Mr. Sterrett, has informed this office that he is ready to pay the amount due to any person this department may designate, and that the heirs reside west.

As your duties will probably take you to or near Laporte, I have to request that you will receive from Mr. Bradley or Mr. Sterrett the sum above named, and hold the same subject to the order of this office. Mr. Bradley has been informed that, upon paying the sum to you, and your receipt received here, the deed will be submitted for approval.

Very, &c.

T. HARTLEY CRAWFORD.

Gen. W. B. MITCHELL,
Pulaski, Indiana.

No. 63.

WAR DEPARTMENT,
Office Indian Affairs, September 1, 1840.

Sir: Your letter of the 24th ultimo has been received; and, having been submitted to the Secretary of War for his perusal, I have the honor to inform you that he approves of your proceedings, and that there is no objection to the Indians embraced on the list you enclosed remaining on the terms mentioned.

Very, &c.

T. HARTLEY CRAWFORD.

Brig. Gen. HUGH BRADY,
United States Army, Detroit, Michigan.
No. 64.

WAR DEPARTMENT,
Office Indian Affairs, September 2, 1840.

SIR: I have had the honor to receive your letter of the 25th ultimo, transmitting letters of appointment and instruction to Lieutenant Edward Deas, United States army, and Mr. S. P. Brady—the first gentleman as disbursing agent, and the latter as assistant superintendent and conductor in the emigration of the Ottowa, Chippewa, and Pottawatomie Indians. The appointments meet the approbation of the department.

Very, &c.

T. HARTLEY CRAWFORD.

Brig. Gen. HUGH BRADY,
United States Army, Detroit, Michigan.

No. 65.

WAR DEPARTMENT,
Office Indian Affairs, September 10, 1840.

SIR: I have received yours of the 28th ultimo, advising of the payment, by the attorney of Joseph Sterrett, of $190 for the heirs of Wee-saw-ha, of the progress of the emigration of the Pottawatomies; and that some of those holding claims against the Indians, among whom are A. T. Hatch and Israel Downing, allege their vouchers are in this office.

No papers relating to any claim of Israel Downing have been found on file in this office. The enclosed documents were presented, in 1837, to H. R. Schoolcraft, Esq., acting superintendent of Indian affairs in Michigan, as claims against the Ottowas and Chippewas, under the treaty of March, 1836, by Messrs. Stephen Downing and A. T. Hatch, and were disallowed by him, for the reasons stated in his reports on these cases, copies of which are also herewith enclosed. Please, after examining these papers, to deliver them to the claimants. In all other cases where the vouchers are in this office, they will be promptly returned, on application made for them.

The papers in the claim of Robert B. Duncan, for $615 73, which was preferred, on the same occasion, against the Ottowas and Chippewas, and was also disallowed, have been this day transmitted, by order of the claimant, to Mr. R. Godfrey, of Grand Rapids, who states that he intends presenting them to you. This claim was considered by Mr. Schoolcraft, in connexion with several others, all of which accrued at St. Joseph, and were rejected, formally, for want of proof that the debts were owing by the Ottowas and Chippewas, parties to the treaty of 1836. I have thought it proper to furnish you with the enclosed extract from his report on these cases, from which you will see that, besides this defect, there were other objections to an allowance of this demand.

Very, &c.

T. HARTLEY CRAWFORD.

Gen. W. B. MITCHELL,
Elkhart, Indiana.
No. 66.

WAR DEPARTMENT,
Office Indian Affairs, September 16, 1840.

Sir: I have the honor to acknowledge the receipt of your communication of the 27th ultimo, to the Secretary of War, who has referred it to this office, with copies of your letters of appointment and instruction to Messrs. Coquillard and McCoy, enclosed.

Very, &c.

T. H. CRAWFORD.

Brig. Gen. HUGH BRADY, Detroit, Michigan.

No. 67.

WAR DEPARTMENT,
Office Indian Affairs, September 23, 1840.

Sir: I have had the honor to receive your letter of the 10th instant. At the proper time, the necessary correction will be made in your account, in accordance with your explanation therein given.

The charge for provisions and horse feed furnished the Indians, preparatory to and while assembled in council at the call of General Brady, is, I think, a fair charge against the United States; and upon your certificate that the articles were issued to the Indians, and your recommendation of payment, the claim will be allowed.

Very, &c.

T. HARTLEY CRAWFORD.

Gen. WILLIAM B. MITCHELL,
Elkhart, Indiana.

No. 68.

WAR DEPARTMENT,
Office Indian Affairs, October 21, 1840.

Sir: Yours of the 8th instant, presenting the claim of J. A. Pestana, for provisions, horse feed, and lodging Pottawatomie Indians, while assembled in council under order of Brigadier General H. Brady, preparatory to their emigration, has been received.

In respect to the above claim, you were advised on the 23d ultimo that, upon certificate as to the issues made, and recommendation of payment, it would be allowed; but, considering it as more properly belonging to the province of the superintendent of removal, General Brady, it is deemed best that it should be paid by him, or by the disbursing agent, on his certificate. It should, therefore, be again submitted to General Brady, for his action and disposal.

Very, &c.

T. HARTLEY CRAWFORD.

Gen. WILLIAM B. MITCHELL,
Elkhart, Indiana.
No. 69.

WAR DEPARTMENT,
Office Indian Affairs; December 9, 1840.

SIR: I have the honor to acknowledge the receipt of your letter of the 5th ultimo, reporting your return to Detroit, &c., and enclosing a copy of the appointment of Major R. A. Forsyth, as conductor to a party of Indians emigrating under your superintendence.

I have also to acknowledge yours of the 9th, in relation to Mr. Pestana's claim for provisions, &c., furnished Pottawatomie Indians.

Very, &c.

T. HARTLEY CRAWFORD.

Brig. Gen. HUGH BRADY,
United States Army, Detroit, Michigan.

No. 70.

WAR DEPARTMENT,
Office Indian Affairs, January 23, 1841.

SIR: I have the honor to acknowledge the receipt of your communication of the 29th ultimo, with the accompanying papers referred to therein.

At the request of the contractors, James J. and Peter Godfroy, through yourself, that funds may be forwarded to settle with them, a requisition is this day issued in your favor, for the necessary remittance, which you will account for, under the head of appropriation "for fulfilling treaties with the Chippewas, Ottowas, and Pottawatomies." The payment will be made by you on the usual voucher required.

The number of Indians delivered to the agent west, under the contract, per certificate of the agent, is 439; which, with one certified as having died on the route, makes 440; but for which one, the contractors should be allowed such part of the contract price as may be just, and in proportion to the length of time they may have been subsisted; of which fact the certificate of the conductor shall be evidence." I enclose a copy of the certificate of the conductor of the party to the death of Was-sair-tb, the Indian referred to. The time for which he was subsisted is not stated therein; and as it cannot be ascertained at the department, instead of the precise amount due the contractors, a remittance is made for the full cost of 440 Indians, at $60, the contract price, making the sum of $26,400.

I send you a copy of the 31st section of the act of Congress of 5th July, 1838, from which you will perceive that military officers cannot be employed as paymasters or disbursing agents of the Indian department, except under special circumstances. If you can avail yourself of the services of Lieutenant Deas, without violating the provisions of that law, this office can have no objection. It is because of this legal difficulty that the remittance is made directly to you, and not to Lieutenant Deas, as requested.

Very, &c.

T. H. CRAWFORD.

Brig. Gen. HUGH BRADY,
United States Army, Detroit, Michigan.
Doc. No. 143.

No. 71.

HEADQUARTERS, 7TH MILITARY DEPARTMENT,

Detroit; January 12, 1841.

Sir: Herewith you will receive a statement of my account with the Indian department, to include the 31st December, 1840. You will perceive there is yet remaining in my hands, to be accounted for, five hundred dollars. When you receive Lieutenant Deas's account of his disbursements, you will see that the last emigrating party of Indians have been furnished with $6,214 93 worth of clothing. Their destitute condition, the lateness of the season when the journey was commenced, and the unusually cold weather they encountered during the greater part of their journey, rendered this extra allowance of clothing indispensably necessary.

You will also observe, when you examine the account, that I have allowed Lieutenant Deas to pay Major Forsyth, the conductor, five dollars per day returning home, besides the ten cents per mile, as provided for by regulation. This I was induced to do from the fact that I could not command his services for less; and, had I not procured them, I would undoubtedly had to have sent a detachment of troops the whole distance.

You will also perceive that my own expenses have been very great; but I do assure you that I used the utmost economy. But, as the whole of the clothing and other expenses have been paid out of the funds put into my hands for that purpose, I hope my conduct in this particular will be approved by the Indian and War Departments.

I am, sir, very respectfully, your most obedient servant,

H. BRADY,

T. HARTLEY CRAWFORD,
Commissioner of Indian Affairs.

No. 72.

SOUTH BEND, ST. JOSEPH CO., INDIANA,

January 15, 1841.

Sir: Permit me to call your attention for a moment. I am informed that the intention of the Government is to proceed early in the spring to the removal of the Ottowa Indians, of the State of Michigan. Having at heart the interest of the Government and the welfare of said Indians, I think it my duty to submit, respectfully, to your consideration a few observations in relation to this subject, suggested to me by a residence of some years among the Indians; and particularly by the experience which I have acquired last summer in the emigration of the Pottawatomies of St. Joseph, in which I have been deeply engaged. The wish of the Government being to remove peaceably those unfortunate creatures, to attain this desirable object it is necessary, in my opinion, that they should be apprized of their being thus to be removed as early as possible, in order to give them a sufficient time to reflect upon it, and make up their minds to it; and to do that, Indians require much more time than it is generally believed, for they are uncommonly slow in their doings. My observations lead me to believe
that one of the principal causes of the failures in removing quietly last summer a part of the Pottawatomies is the short period of time they have had to prepare themselves for emigration. The plan adopted by General Brady last summer to remove Indians, in virtue of a contract given to an individual, though wise in many respects, is, however, far from being calculated to fulfill the peaceable views of the Government; for I am confident in saying that this mode of acting has largely contributed in raising the difficulties met with; for, as a private contract cannot be made but with a few individuals, this excites the envy of many others, who endeavor themselves, by all sorts of means, to prevent the fulfilling of such a contract, and, by so doing, expose the Government to greater expenses and the Indians to greater misfortunes. I was amongst the Pottawatomies last summer; I witnessed all the manoeuvres made use of by malicious men to oppose the views of the Government, and lead away those unfortunate Indians; and had I not been on the spot, to advise the Christian Indians under my care, not one of them would have gone peaceably. The same difficulties will undoubtedly be met with in relation to the Ottawa tribe, if they are removed under the same circumstances. A few days ago I had occasion of seeing the principal chief of the Ottowas, who are hunting this winter in this neighborhood; they came to me for their religious duties, and to get information concerning the western country. I strongly recommended the necessity of removing thither; that their temporal and spiritual condition would be much benefited by it; they have left me more reconciled to it, and expressed to me at the same time a strong desire to be removed, under the immediate control of the Government, if their removal is ever to take place. It is in compliance with their request that I have taken the liberty of addressing you on this subject. I beg your pardon for having called your attention so long; and remain, very respectfully, sir, your most obedient servant,

S. A. BERNIER.

T. H. CRAWFORD, Esq.,
Commissioner of Indian Affairs.

------

No. 73.

WASHINGTON CITY, January 28, 1841.

Report of William B. Mitchell, commissioner on the part of the United States, on claims presented against the Pottawatomie, Ottawa, and Chippewa Indians, and of these Indians against citizens of the United States.

Sir: Immediately on the receipt of my appointment by the Secretary of War, and your letter of instructions of the 30th April last, I commenced the performance of the duties assigned me, in investigating and adjusting claims against the Ottawa, Chippewa, and Pottawatomie Indians, and also the claims of those Indians against citizens of the United States.

The great number of claims, their intricacy, and the extent of country traversed for the purpose of obtaining testimony and a proper understanding of such matters as were essential in an investigation of this kind, have necessarily deferred the completion of this service to a later period than was at first anticipated. Many of the claims presented contained several hundred items, all of which requiring minute and critical examination, and imposing an amount of labor proportionate to the magnitude of claims so numerous and diversified in character.
It is to be regretted that the moral obligations which impose the usual restraints of common justice in the ordinary transactions among men are too frequently lost sight of in the trading intercourse between the citizens and the Indians. The advantages of education and cultivated intellect, trained to a particular pursuit, are brought to bear directly upon the interests of the Indians, whose habits of life and recklessness of disposition disqualify them in a great measure from competing, on terms of equality, with professional traders. So far as circumstances would admit, exertions have been made to guard the interests of the party most liable to imposition.

In many instances, charges against the Indians are kept on slips of paper, in the manner of bills, and, upon settlement, notes are taken for the balance due, without specifying items, while the paper containing them is either delivered to the Indians or in some way lost. It is seldom that proof of consideration of notes thus taken can be satisfactorily made, and, under the operation of my instructions, cannot be allowed.

I have in two or three instances allowed interest on money paid to the Indians, as acts of justice to the claimants; but in no case have I allowed interest on account of goods sold, upon the supposition that a trader always provides for this contingency by the prices charged for the articles sold. It is equally clear, that if the Indian has money to pay for articles purchased, he can procure them at a reduction of price equal to the interest.

That class of claims designated as "depredations" has presented many difficulties, from the deficiency of testimony, particularly where larcenies are charged against the Indians—such as stealing horses, hogs, and cattle. It is seldom that such proof can be adduced as would legally establish the facts charged, in such manner as to produce a verdict or conviction in a court of justice. In some cases, the Indians have acknowledged the depredations, and justify their conduct on the plea of necessity. In a majority of these cases no allowance can be made, as in many of them no doubt exists but that white men have committed the thefts which are now charged upon the Indians. No allowance has been made on any claim for depredations, except where positive proof has been made, the acknowledgment of the Indians taken, or other satisfactory evidence exhibited to dissipate all doubt as to their guilt.

In every case where it was practicable, the nature and amount of each claim has been explained to the Indians, and their statements taken. This has, however, in but few instances, enabled me to arrive at correct conclusions; for although they might acknowledge indebtedness, it was but seldom they could enumerate items or amounts.

There is another class of claimants, and perhaps, not the least meritorious, who, from want of education, cannot keep books, but mark down amounts in tallies, and when payments are made, obliterate a corresponding number of marks. They, as a matter of course, must present their accounts in bulk, and rely on such testimony as they may be able to produce, and upon their general and uniform character as dealers.

There have been several claims presented, by persons who have long resided among the Indians, for affording them subsistence, under circumstan-
The kind feelings of these claimants towards the Indians have been very freely acknowledged, and much solicitude expressed, that a reasonable remuneration should be made. But as most of these persons are connected by marriage with Indians, and have received many evidences of gratitude, by the stipulations of different treaties, I am compelled to disallow a large portion of these claims.

Many complaints have been made by the Indians and half-breeds, against citizens of the United States; but the difficulty, which results from their inability to identify individual trespassers has prevented them from furnishing such information as would lead to the detection or punishment of the offenders.

The most important of these claims are for frauds practised upon the Indians in the disposal of reservations, as provided for in the several treaties. These complaints are numerous in the vicinity of the Wabash, and, although no testimony has been offered me, which would lay the ground of any definite action in relation to them, yet it would not be forestalling public opinion to say, that in several instances, it is believed, they are well founded.

Among the greatest evils which result to the Indians in the liquidation of their debts, is the acknowledgment of joint liability, on the part of the tribe or nation, for the separate debts of each individual, as it naturally leads to a recklessness in contracting debts, and deprives those who would, under different circumstances, be disposed to practise economy, from being able to exercise it beneficially for themselves. To this cause may be traced, not only the large amount of their debts, but much of the idleness which prevails among them, in the vicinity of a civilized community.

All charges against Indians, either for liquor or vessels to contain it, have been disallowed.

The time of appointment, and the necessity of removing the Pottawatomies east of Lake Michigan during the past year, has prevented me from bestowing any attention to claims west of that Lake. This circumstance will render it necessary that immediate action be had on those claims.

All of which is respectfully submitted.

W. M. B. Mitchell,
United States Commissioner, &c.

Hon. T. Hartley Crawford,
Commissioner of Indian Affairs.
ON CLAIMS AGAINST INDIANS, AND ON UNITED STATES.

"COMMISSIONER, THE POTAWATOMIE, OTTOWA, AND CHIPPEWA INDIANS AGAINST THE CITIZENS OF THE UNITED STATES."

**REPORT**

**WILLIAM B. MITCHELL,**

**COMMISSIONER**

ON CLAIMS AGAINST THE POTAWATOMIE, OTTOWA, AND CHIPPEWA INDIANS, AND ON THESE INDIANS AGAINST THE CITIZENS OF THE UNITED STATES.
<table>
<thead>
<tr>
<th>No.</th>
<th>Names of claimants</th>
<th>Date of trade</th>
<th>Residence</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>John B. Ducharme</td>
<td>-</td>
<td>Nottawasippi, Mich.</td>
</tr>
<tr>
<td>2</td>
<td>A. T. Hatch</td>
<td>1834 to 1836</td>
<td>Elkhart, Ia.</td>
</tr>
<tr>
<td>3</td>
<td>Jacob Beeson, assignee of John H. Harris</td>
<td>1833 to 1840</td>
<td>St. Joseph, Mich.</td>
</tr>
<tr>
<td>6</td>
<td>Wm. Barbee</td>
<td>1837</td>
<td>Elkhart co., Ia.</td>
</tr>
<tr>
<td>7</td>
<td>Charles Egbert</td>
<td>1834, 1835, 1836</td>
<td>South Bend, Ia.</td>
</tr>
<tr>
<td>8</td>
<td>Jacob Hardman, M.D.</td>
<td>1831, 1832, 1834</td>
<td>South Bend, Ia.</td>
</tr>
<tr>
<td>9</td>
<td>Ira Burdick</td>
<td>1840</td>
<td>Kalamazoo, Mich.</td>
</tr>
<tr>
<td>10</td>
<td>Charles Anthony</td>
<td>1837</td>
<td>South Bend, Ia.</td>
</tr>
<tr>
<td>11</td>
<td>Lathrop M. Taylor</td>
<td>1834 to 1840</td>
<td>South Bend, Ia.</td>
</tr>
<tr>
<td>12</td>
<td>Hendricks &amp; Rush, for use of Jno. B. Niles</td>
<td>1836 to 1837</td>
<td>South Bend, Ia.</td>
</tr>
<tr>
<td>13</td>
<td>Francis Mouton</td>
<td>1807 to 1840</td>
<td>Nottawasippi, Mich.</td>
</tr>
<tr>
<td>14</td>
<td>T. &amp; H. Wheeler, for use of Mary Chapotin</td>
<td>1833</td>
<td>South Bend, Ia.</td>
</tr>
<tr>
<td>15</td>
<td>John M. Barbour</td>
<td>1835 to 1840</td>
<td>Bertrand, Mich.</td>
</tr>
<tr>
<td>16</td>
<td>S. P. Beebe</td>
<td>1832 to 1840</td>
<td>Elkhart, Ia.</td>
</tr>
<tr>
<td>17</td>
<td>Celeste Sharrow</td>
<td>1830 to 1840</td>
<td>St. Joseph co., Ind.</td>
</tr>
<tr>
<td>19</td>
<td>Nathan Mears</td>
<td>1838 to 1840</td>
<td>Pawpaw, Mich.</td>
</tr>
<tr>
<td>20</td>
<td>Pierre F. Navarre</td>
<td>1818 to 1840</td>
<td>South Bend, Ia.</td>
</tr>
<tr>
<td>21</td>
<td>Lewis St. Comb</td>
<td>1825 to 1840</td>
<td>South Bend, Ia.</td>
</tr>
<tr>
<td>22</td>
<td>John B. Rulo</td>
<td>1828 to 1840</td>
<td>South Bend, Ia.</td>
</tr>
<tr>
<td>23</td>
<td>Israel H. Rush</td>
<td>1835 to 1836</td>
<td>Terre Coupee, Ia.</td>
</tr>
<tr>
<td>24</td>
<td>Jane Rulo, heir of T. Jones</td>
<td>1819, 1820, 1821</td>
<td>South Bend, Ia.</td>
</tr>
<tr>
<td>25</td>
<td>Daniel R. Bearss</td>
<td>1839 and 1840</td>
<td>Peru, Ia.</td>
</tr>
<tr>
<td>26</td>
<td>Lambert McComb</td>
<td>1831</td>
<td>St. Joseph co., Ia.</td>
</tr>
<tr>
<td>28</td>
<td>Wm. Polk</td>
<td>1839 and 1840</td>
<td>Chippewa, Ia.</td>
</tr>
<tr>
<td>29</td>
<td>A. Chamberlain</td>
<td>1839</td>
<td>Rochester, Ia.</td>
</tr>
<tr>
<td>What tribes</td>
<td>Amount claimed</td>
<td>Amount allowed</td>
<td>Remarks</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>----------------</td>
<td>----------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Pottawatomies, Ottowas, and Chippewas</td>
<td>$10,000 00</td>
<td>$876 58</td>
<td>Disallowed</td>
</tr>
<tr>
<td>Pottawatomies, Ottowas, and Chippewas</td>
<td>1,831 70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pottawatomies, Ottowas, and Chippewas</td>
<td>361 92</td>
<td>328 05</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>194 25</td>
<td>194 25</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>56 87</td>
<td>34 37</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>37 25</td>
<td>37 25</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>34 03</td>
<td>34 03</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies and Ottowas</td>
<td>54 00</td>
<td>54 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies and Ottowas</td>
<td>125 00</td>
<td></td>
<td>Disallowed</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>151 67</td>
<td></td>
<td>Disallowed</td>
</tr>
<tr>
<td>Pottawatomies, Ottowas, and Chippewas</td>
<td>5,175 00</td>
<td>4,229 24</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>499 19</td>
<td>466 60</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies and Ottowas</td>
<td>3,000 00</td>
<td>1,099 54</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>1,192 00</td>
<td>1,130 13</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>8,978 27</td>
<td>8,535 61</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>498 24</td>
<td>398 24</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>2,000 00</td>
<td>1,000 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies, Ottowas, and Chippewas</td>
<td>3,585 45</td>
<td>2,332 87</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies and Ottowas</td>
<td>103 68</td>
<td>103 68</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies and Ottowas</td>
<td>8,023 70</td>
<td>2,523 70</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies and Ottowas</td>
<td>4,165 00</td>
<td>735 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies and Ottowas</td>
<td>1,874 50</td>
<td>974 50</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies and Ottowas</td>
<td>27 20</td>
<td>16 70</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>1,000 00</td>
<td>1,000 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>1,554 62</td>
<td>694 62</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>283 00</td>
<td>63 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>7 75</td>
<td>7 75</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>35 00</td>
<td>35 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>6 24</td>
<td>6 24</td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Names of claimants</td>
<td>Date of trade</td>
<td>Residence</td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------------------</td>
<td>-------------------------</td>
<td>----------------------------</td>
</tr>
<tr>
<td>30</td>
<td>Ephraim Bearss</td>
<td>1839 and 1840</td>
<td>Peru, Ind.</td>
</tr>
<tr>
<td>31</td>
<td>Trustees of Roman Catholic Church</td>
<td>1836, 1837, 1838</td>
<td>South Bend, Ind.</td>
</tr>
<tr>
<td>32</td>
<td>Bowrie &amp; Pettier</td>
<td>1837 and 1838</td>
<td>Fort Wayne, Ind.</td>
</tr>
<tr>
<td>33</td>
<td>Solomon Bargdell</td>
<td>1840</td>
<td>South Bend, Ind.</td>
</tr>
<tr>
<td>34</td>
<td>Ewing, Walker, &amp; Co.</td>
<td>1837 to 1840</td>
<td>Peru, Ind.</td>
</tr>
<tr>
<td>35</td>
<td>John B. Ducharme</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>A. A. Bertrand</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Christian Holler</td>
<td>1833</td>
<td>St. Joseph co., Ind.</td>
</tr>
<tr>
<td>38</td>
<td>Jacob Cripe</td>
<td>1828 and 1829</td>
<td>St. Joseph co., Ind.</td>
</tr>
<tr>
<td>39</td>
<td>John Cripe</td>
<td>1831</td>
<td>St. Joseph co., Ind.</td>
</tr>
<tr>
<td>40</td>
<td>Pleasant Ireland</td>
<td>1233, 1834, 1835</td>
<td>Elkhart co., Ind.</td>
</tr>
<tr>
<td>41</td>
<td>Jacob Beeson, assignee of D. T. Wilson</td>
<td>1831 and 1840</td>
<td>St. Joseph, Mich</td>
</tr>
<tr>
<td>42</td>
<td>Jonathan A. Liston</td>
<td>1840</td>
<td>South Bend, Ind.</td>
</tr>
<tr>
<td>44</td>
<td>Dominique Rosseau</td>
<td>1840</td>
<td>Leesburg, Ind.</td>
</tr>
<tr>
<td>45</td>
<td>John Dearmond</td>
<td>1835, 1836, 1837</td>
<td>Terre Coupee, Ind.</td>
</tr>
<tr>
<td>46</td>
<td>E. V. Cicott, for the use of L. M. Alverson</td>
<td>1836</td>
<td>South Bend, Ind.</td>
</tr>
<tr>
<td>47</td>
<td>Estate of John B. Bourie</td>
<td></td>
<td>Fort Wayne, Ind.</td>
</tr>
<tr>
<td>48</td>
<td>Enos &amp; Derby</td>
<td>1837</td>
<td>Niles, Michigan</td>
</tr>
<tr>
<td>49</td>
<td>L. B. Bertrand</td>
<td></td>
<td>Grand Rapids, Mich.</td>
</tr>
<tr>
<td>50</td>
<td>J. Nicholson Elbert</td>
<td>1839</td>
<td>Lapointe, Indiana</td>
</tr>
<tr>
<td>51</td>
<td>John H. Bradley</td>
<td>1838 and 1839</td>
<td>South Bend, Ia.</td>
</tr>
<tr>
<td>52</td>
<td>William S. Vail</td>
<td>1836 and 1837</td>
<td>Kalamazoo, Mich.</td>
</tr>
<tr>
<td>53</td>
<td>John Hascall</td>
<td>1833 and 1834</td>
<td>Blue River, Indiana</td>
</tr>
<tr>
<td>54</td>
<td>John B. Godfrey</td>
<td>1830 to 1839</td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>George Busha</td>
<td>1833 to 1840</td>
<td>South Bend, Ia.</td>
</tr>
<tr>
<td>57</td>
<td>Jonathan A. Liston</td>
<td>1833 to 1840</td>
<td>Elkhart, Indiana</td>
</tr>
<tr>
<td>58</td>
<td>Jeremiah Corry</td>
<td>1835</td>
<td>Goshen, Indiana</td>
</tr>
<tr>
<td>59</td>
<td>Timothy Harris</td>
<td>1834, 1835, 1836</td>
<td>Elkhart, Indiana</td>
</tr>
<tr>
<td>60</td>
<td>Morrison, Harris, &amp; Co.</td>
<td>1836</td>
<td>Terre Coupee, Ia.</td>
</tr>
<tr>
<td>61</td>
<td>John Egbert</td>
<td>1836</td>
<td>Logansport, Indiana</td>
</tr>
<tr>
<td>62</td>
<td>James H. Ritner</td>
<td>1838 and 1839</td>
<td>Niles, Michigan</td>
</tr>
<tr>
<td>63</td>
<td>E. Winslow, M. D.</td>
<td>1834</td>
<td>Elkhart, Indiana</td>
</tr>
<tr>
<td>64</td>
<td>Administrators of the estate of S. Downing</td>
<td>1830 to 1832</td>
<td>Adamsville, Mich.</td>
</tr>
<tr>
<td>65</td>
<td>S. Adams</td>
<td>1830, 1831, 1832</td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>John B. Ducharme</td>
<td>1839</td>
<td>Lima, Indiana</td>
</tr>
<tr>
<td>67</td>
<td>John Kroner</td>
<td>1839</td>
<td></td>
</tr>
<tr>
<td>Tribe</td>
<td>Amount claimed</td>
<td>Amount allowed</td>
<td>Remarks</td>
</tr>
<tr>
<td>-----------------------</td>
<td>----------------</td>
<td>----------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>$298 50</td>
<td></td>
<td>$298 50</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>635 00</td>
<td></td>
<td>2 75</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>63 65</td>
<td>21 00</td>
<td>21 00</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>2,693 47</td>
<td>2,693 47</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies, Ottowa, and Chippewas</td>
<td>1,673 07</td>
<td>1,323 07</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>100 00</td>
<td>100 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>119 88</td>
<td>71 93</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>199 50</td>
<td>199 50</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>41 24</td>
<td>41 24</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>640 00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pottawatomies and others</td>
<td>5,490 65</td>
<td>152 11</td>
<td>45 00</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>45 00</td>
<td>45 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>89 08</td>
<td>89 08</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>450 00</td>
<td>450 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>78 63</td>
<td>76 13</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>189 50</td>
<td>72 17</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>465 50</td>
<td>408 50</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>10,000 00</td>
<td>1,280 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>513 06</td>
<td>322 19</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>265 00</td>
<td>265 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>100 00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>691 79</td>
<td>684 14</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>156 79</td>
<td>156 79</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>30 12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>55 00</td>
<td>55 50</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>35 03</td>
<td>35 03</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>941 00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>238 00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>72 00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Names of claimants</td>
<td>Date of trade</td>
<td>Residence</td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------------</td>
<td>----------------------</td>
<td>------------------------------------------------</td>
</tr>
<tr>
<td>68</td>
<td>A Lacroix</td>
<td>1814 to 1820</td>
<td>Fort Wayne, Ia.</td>
</tr>
<tr>
<td>69</td>
<td>C. Watherby</td>
<td>1839</td>
<td>Nottawasippi, Mich.</td>
</tr>
<tr>
<td>70</td>
<td>Hamilton &amp; Tabor</td>
<td>1839 and 1840</td>
<td>Logansport, Ia.</td>
</tr>
<tr>
<td>71</td>
<td>Edward Ballenga</td>
<td>1839</td>
<td>Berrien, Michigan</td>
</tr>
<tr>
<td>72</td>
<td>Clerk and sheriff of Lagrange county, Indiana</td>
<td>-</td>
<td>Lagrange county, Ia.</td>
</tr>
<tr>
<td>73</td>
<td>Wheelex &amp; Co.</td>
<td>1840</td>
<td>Winamac, Indiana</td>
</tr>
<tr>
<td>74</td>
<td>David P. Bourie</td>
<td>1831 to 1840</td>
<td>Noble county, Ia.</td>
</tr>
<tr>
<td>75</td>
<td>William G. Knaggis</td>
<td>1840</td>
<td>Elkhart, Indiana</td>
</tr>
<tr>
<td>76</td>
<td>Abner Stilson, sr.</td>
<td>1831 to 1835</td>
<td>Goshen, Indiana</td>
</tr>
<tr>
<td>77</td>
<td>Joseph Barron, sr.</td>
<td>1835 to 1840</td>
<td>Logansport, Indiana</td>
</tr>
<tr>
<td>78</td>
<td>Samuel Milroy</td>
<td>1839 to 1840</td>
<td>Carroll county, Ia.</td>
</tr>
<tr>
<td>80</td>
<td>Cicile Antillia, by her trustee, E. V. Cicott</td>
<td>1833 and 1834</td>
<td>Bertrand, Michigan</td>
</tr>
<tr>
<td>82</td>
<td>Margaret Bouressa</td>
<td>1839</td>
<td>St. Joseph county, Ia.</td>
</tr>
<tr>
<td>84</td>
<td>Francis Page</td>
<td>1839</td>
<td>St. Joseph county, Ia.</td>
</tr>
<tr>
<td>85</td>
<td>Ezra Roberts</td>
<td>1839</td>
<td>St. Joseph county, Ia.</td>
</tr>
<tr>
<td>86</td>
<td>E. E. Maxon</td>
<td>1834</td>
<td>Laporte county, Ia.</td>
</tr>
<tr>
<td>87</td>
<td>Rex &amp; Willoughby</td>
<td>1840</td>
<td>South Bend, Indiana</td>
</tr>
<tr>
<td>89</td>
<td>Rinehart Cripe</td>
<td>1828 to 1831</td>
<td>St. Joseph county, Ia.</td>
</tr>
<tr>
<td>90</td>
<td>E. V. Cicott</td>
<td>1836, 1837, 1838</td>
<td>South Bend, Indiana</td>
</tr>
<tr>
<td>91</td>
<td>Timothy Harris</td>
<td>1839</td>
<td>New Buffalo, Mich.</td>
</tr>
<tr>
<td>92</td>
<td>J. Gerrish</td>
<td>1837 and 1838</td>
<td>New Buffalo, Mich.</td>
</tr>
<tr>
<td>93</td>
<td>Benjamin Mandlin</td>
<td>1838</td>
<td>Berrien co., Mich.</td>
</tr>
<tr>
<td>95</td>
<td>W. Whitaker</td>
<td>1839</td>
<td>Berrien co., Mich.</td>
</tr>
<tr>
<td>97</td>
<td>Dayton &amp; Merritt</td>
<td>1840</td>
<td>South Bend, Indiana</td>
</tr>
<tr>
<td>98</td>
<td>James Frier</td>
<td>1831</td>
<td>Elkhart county, Ia.</td>
</tr>
<tr>
<td>99</td>
<td>Francis Cicott</td>
<td>1812</td>
<td>Wayne co., Mich.</td>
</tr>
<tr>
<td>100</td>
<td>James Cicott</td>
<td>1813</td>
<td>Wayne co., Mich.</td>
</tr>
<tr>
<td>102</td>
<td>Jonathan Dean</td>
<td>1838</td>
<td>Eaton county, Mich.</td>
</tr>
<tr>
<td>103</td>
<td>Gordon, Belcher, &amp; Stuart</td>
<td>1840</td>
<td>Kalamazoo co., Mich.</td>
</tr>
<tr>
<td>104</td>
<td>Dorothy Wister</td>
<td>1840</td>
<td>Kalamazoo co., Mich.</td>
</tr>
<tr>
<td>106</td>
<td>Theodore Craft</td>
<td>1834</td>
<td>Lagrange county, Ia.</td>
</tr>
<tr>
<td>------------</td>
<td>-----------------</td>
<td>-----------------</td>
<td>----------</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>$4,000 00</td>
<td>-</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>15 50</td>
<td>-</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>19 38</td>
<td>$19 38</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>46 30</td>
<td>43 20</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>34 11</td>
<td>-</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>29 63</td>
<td>29 68</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>511 66</td>
<td>24 09</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>320 00</td>
<td>70 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>240 12</td>
<td>205 12</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>2,014 12</td>
<td>411 12</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>721 49</td>
<td>96 49</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>105 00</td>
<td>71 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>250 00</td>
<td>150 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>500 00</td>
<td>-</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>350 00</td>
<td>-</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>400 00</td>
<td>-</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>1,500 00</td>
<td>-</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>30 00</td>
<td>30 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>300 00</td>
<td>40 00</td>
<td>Depredation, No. 7.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>50 00</td>
<td>50 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>29 00</td>
<td>29 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>570 00</td>
<td>570 00</td>
<td>Depredation, No. 8.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>100 00</td>
<td>100 00</td>
<td></td>
</tr>
<tr>
<td>Ottowas</td>
<td>288 75</td>
<td>248 50</td>
<td></td>
</tr>
<tr>
<td>Ottowas</td>
<td>15 64</td>
<td>14 64</td>
<td></td>
</tr>
<tr>
<td>Ottowas</td>
<td>85 00</td>
<td>-</td>
<td>Depredation, No. 9.</td>
</tr>
<tr>
<td>Ottowas</td>
<td>200 00</td>
<td>-</td>
<td>Depredation, No. 10.</td>
</tr>
<tr>
<td>Ottowas</td>
<td>60 00</td>
<td>-</td>
<td>Depredation, No. 11.</td>
</tr>
<tr>
<td>Ottowas</td>
<td>15 00</td>
<td>15 00</td>
<td></td>
</tr>
<tr>
<td>Ottowas</td>
<td>10 00</td>
<td>10 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>40 00</td>
<td>-</td>
<td>Depredation, No. 12.</td>
</tr>
<tr>
<td>Pottawatomies, Ottowas, and Chippewas</td>
<td>1,319 00</td>
<td>-</td>
<td>Depredation, No. 13.</td>
</tr>
<tr>
<td>Pottawatomies and Chippewas</td>
<td>145 00</td>
<td>-</td>
<td>Depredation, No. 14.</td>
</tr>
<tr>
<td>Pottawatomies and Ottowas</td>
<td>2,108 75</td>
<td>-</td>
<td>Depredation, No. 15.</td>
</tr>
<tr>
<td>Ottowas</td>
<td>125 00</td>
<td>100 00</td>
<td>Depredation, No. 16.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>300 00</td>
<td>-</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>5,000 00</td>
<td>1,000 00</td>
<td>Depredation, No. 17.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>878 15</td>
<td>-</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>94 00</td>
<td>-</td>
<td>Depredation, No. 18.</td>
</tr>
<tr>
<td>No.</td>
<td>Names of claimants</td>
<td>Date of trade</td>
<td>Residence</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------</td>
<td>---------------</td>
<td>-----------</td>
</tr>
<tr>
<td>107</td>
<td>Francis Dumay</td>
<td>1812 and 1813</td>
<td>Wayne co., Mich.</td>
</tr>
<tr>
<td>108</td>
<td>Jacob S. Carter</td>
<td>1839</td>
<td>Laporte county, Ia.</td>
</tr>
<tr>
<td>110</td>
<td>J. C. Waldoe</td>
<td>1839 and 1840</td>
<td>Winamac, Indiana</td>
</tr>
<tr>
<td>111</td>
<td>Strother M. Beeson assignee of E. Winslow, M. D.</td>
<td>1835 to 1836</td>
<td>Niles, Michigan</td>
</tr>
<tr>
<td>112</td>
<td>B. W. &amp; M. Finch</td>
<td>1830 to 1832</td>
<td>Niles, Michigan</td>
</tr>
<tr>
<td>113</td>
<td>Joseph Bertrand, jun.</td>
<td></td>
<td>Fort Wayne, Ia.</td>
</tr>
<tr>
<td>114</td>
<td>Francis Comparet</td>
<td>1837 to 1840</td>
<td>Kalamazoo, Mich.</td>
</tr>
<tr>
<td>115</td>
<td>Mumford Eldred, jun.</td>
<td>1836</td>
<td>Kalamazoo, Mich.</td>
</tr>
<tr>
<td>117</td>
<td>Brown, Brigham, &amp; Co.</td>
<td>1838</td>
<td>Logansport, Indiana</td>
</tr>
<tr>
<td>118</td>
<td>Jorden Vigus, surviving partner of Tipton &amp; Vigus</td>
<td>1840</td>
<td>South Bend, Indiana</td>
</tr>
<tr>
<td>119</td>
<td>S. A. Bernier</td>
<td>1840</td>
<td>Kalamazoo, Mich.</td>
</tr>
<tr>
<td>120</td>
<td>George Colt &amp; Co.</td>
<td>1839</td>
<td>Kalamazoo, Mich.</td>
</tr>
<tr>
<td>121</td>
<td>Elisha Belcher</td>
<td>1831 to 1833</td>
<td>Kalamazoo, Mich.</td>
</tr>
<tr>
<td>122</td>
<td>G. W. Kuhn</td>
<td>1840</td>
<td>Wolf Lake; Indiana</td>
</tr>
<tr>
<td>123</td>
<td>Scott, Iten, &amp; Co.</td>
<td>1840</td>
<td>Northport, Indiana</td>
</tr>
<tr>
<td>124</td>
<td>Wm. B. Beeson &amp; Co.</td>
<td>1836</td>
<td>Niles, Mich.</td>
</tr>
<tr>
<td>126</td>
<td>John Parnell</td>
<td>1837</td>
<td>Logansport, Ind.</td>
</tr>
<tr>
<td>127</td>
<td>Leon Bourasa</td>
<td>1835 and 1836</td>
<td>Niles, Mich.</td>
</tr>
<tr>
<td>128</td>
<td>Jacob Beeson</td>
<td>1840</td>
<td>Monticello, Ind.</td>
</tr>
<tr>
<td>129</td>
<td>C. W. Kendall &amp; Co.</td>
<td>1840</td>
<td>Monticello, Ind.</td>
</tr>
<tr>
<td>130</td>
<td>William Sill</td>
<td>1840</td>
<td>Laporte county, Ind.</td>
</tr>
<tr>
<td>133</td>
<td>David Cooper</td>
<td>1840</td>
<td>Augusta, Ind.</td>
</tr>
<tr>
<td>134</td>
<td>Simpson M. Cummins</td>
<td>1838</td>
<td>South Bend, Ind.</td>
</tr>
<tr>
<td>135</td>
<td>G. Boliski, M. D.</td>
<td>1840</td>
<td>South Bend, Ind.</td>
</tr>
<tr>
<td>137</td>
<td>Edward G. Adderly</td>
<td>1835 to 1839</td>
<td>Detroit, Mich.</td>
</tr>
<tr>
<td>139</td>
<td>Martha Gray</td>
<td>1833 and 1834</td>
<td>South Bend, Ind.</td>
</tr>
<tr>
<td>140</td>
<td>J. A. Hendricks</td>
<td>1837 to 1840</td>
<td>South Bend, Ind.</td>
</tr>
<tr>
<td>141</td>
<td>John D. Lasley</td>
<td>1837 to 1840</td>
<td>South Bend, Ind.</td>
</tr>
</tbody>
</table>
## ANTS—Continued

<table>
<thead>
<tr>
<th>What tribe</th>
<th>Amount claimed</th>
<th>Amount allowed</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pottawatomies and Ottowas</td>
<td>$795 00</td>
<td>-</td>
<td>Depredation, No. 19.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>70 16</td>
<td>-</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies, Ottowas, and Chipewas</td>
<td>3,500 00</td>
<td>$138 91</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>288 24</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>500 00</td>
<td>500 00</td>
<td>Indian, No. 5.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>500 00</td>
<td>300 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>980 46</td>
<td>881 70</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>72 48</td>
<td>55 49</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>663 00</td>
<td>300 00</td>
<td>Depredation, No. 21.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>111 36</td>
<td>82 29</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>222 33</td>
<td>222 33</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>50 00</td>
<td>50 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies, Ottowas, and Chipewas</td>
<td>296 97</td>
<td>296 97</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies, Ottowas, and Chipewas</td>
<td>17,393 36</td>
<td>-</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>19 62</td>
<td>-</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>2,193 57</td>
<td>1,776 27</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>12 00</td>
<td>12 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>2,254 50</td>
<td>2,253 51</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>63 48</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>12,200 00</td>
<td>4,189 03</td>
<td>Indian, No. 6.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>18 62</td>
<td>18 49</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>61 14</td>
<td>37 75</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>243 31</td>
<td>50 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>140 00</td>
<td>-</td>
<td>Depredation, No. 22.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>71 22</td>
<td>55 72</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>16 75</td>
<td>16 75</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>25 00</td>
<td>25 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>401 20</td>
<td>-</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>488 25</td>
<td>440 42</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>4,581 86</td>
<td>-</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>10 75</td>
<td>10 75</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>150 00</td>
<td>150 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>501 00</td>
<td>188 00</td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Names of claimants</td>
<td>Date of trade</td>
<td>Residence</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------</td>
<td>---------------</td>
<td>-----------</td>
</tr>
<tr>
<td>142</td>
<td>Amos Bargdoll</td>
<td>1840</td>
<td>South Bend, Ind.</td>
</tr>
<tr>
<td>143</td>
<td>Mary L. Chandonnois</td>
<td>1834 to 1837</td>
<td>South Bend, Ind.</td>
</tr>
<tr>
<td>145</td>
<td>Lawrence J. Bertrand</td>
<td></td>
<td>St. Joseph, Ind.</td>
</tr>
<tr>
<td>146</td>
<td>George Sumption</td>
<td>1830</td>
<td>Nottawasippi, Mich.</td>
</tr>
<tr>
<td>147</td>
<td>Leander Metty</td>
<td>1828 and 1836</td>
<td>Bertrand, Michigan</td>
</tr>
<tr>
<td>148</td>
<td>James Bertrand, sen., by his assignee, A. Coquilard</td>
<td>1837</td>
<td>Niles, Michigan</td>
</tr>
<tr>
<td>149</td>
<td>Strother M. Beeson, assignee of J. Brookfield and others</td>
<td>1832 to 1835</td>
<td>South Bend, Indiana</td>
</tr>
<tr>
<td>150</td>
<td>Elmer Rose</td>
<td>1840</td>
<td>Cass county, Mich.</td>
</tr>
<tr>
<td>151</td>
<td>George Meacham</td>
<td>1831 and 1840</td>
<td>Laporte, Indiana</td>
</tr>
<tr>
<td>152</td>
<td>A. Clark</td>
<td>1839</td>
<td>Fort Wayne, Ia.</td>
</tr>
<tr>
<td>153</td>
<td>D. H. Colerick</td>
<td>1832</td>
<td>Logansport, Indiana</td>
</tr>
<tr>
<td>154</td>
<td>Hyacinth Lasselle</td>
<td>1837 and 1838</td>
<td>Allegan co., Mich.</td>
</tr>
<tr>
<td>156</td>
<td>John Pike</td>
<td>1832</td>
<td>South Bend, Indiana</td>
</tr>
<tr>
<td>157</td>
<td>E. D. Woodbridge, for the use of Jonathan A. Liston</td>
<td>1832</td>
<td>Logansport, Indiana</td>
</tr>
<tr>
<td>158</td>
<td>Henry Taylor</td>
<td>1840</td>
<td>South Bend, Indiana</td>
</tr>
<tr>
<td>159</td>
<td>Leonard B. Rush</td>
<td>1840</td>
<td>South Bend, Indiana</td>
</tr>
<tr>
<td>160</td>
<td>Samuel L. Cotterell</td>
<td>1828 and 1832</td>
<td>South Bend, Indiana</td>
</tr>
<tr>
<td>161</td>
<td>L. M. Alverson</td>
<td>1840</td>
<td>Bertrand, Michigan</td>
</tr>
<tr>
<td>162</td>
<td>Joseph Andre, jr.</td>
<td>1837</td>
<td>South Bend, Indiana</td>
</tr>
<tr>
<td>163</td>
<td>A. Coquilard</td>
<td>1840</td>
<td>Logansport, Indiana</td>
</tr>
<tr>
<td>164</td>
<td>Elisha Egbert</td>
<td>1840</td>
<td>Kalamazoo, Mich.</td>
</tr>
<tr>
<td>166</td>
<td>Lester Barnes</td>
<td>1836, 1839, 1840</td>
<td>Nottawasippi, Mich.</td>
</tr>
<tr>
<td>168</td>
<td>Patrick Marantelle</td>
<td>1836 to 1840</td>
<td>Wayne co., Mich.</td>
</tr>
<tr>
<td>169</td>
<td>Johnson Patrick</td>
<td>1832 and 1833</td>
<td>Kalamazoo, Mich.</td>
</tr>
<tr>
<td>170</td>
<td>Joseph Visgar</td>
<td>1821 to 1827</td>
<td>Kosciusko, Indiana</td>
</tr>
<tr>
<td>172</td>
<td>Barbee, Willard, &amp; French</td>
<td>1839 and 1840</td>
<td>Niles, Michigan</td>
</tr>
<tr>
<td>173</td>
<td>John B. Ducharme</td>
<td>1838</td>
<td>South Bend, Indiana</td>
</tr>
<tr>
<td>174</td>
<td>William Cochrane</td>
<td>1832</td>
<td>Laporte county, Ia.</td>
</tr>
<tr>
<td>175</td>
<td>Jacob Beeson, assignee of Beeson, Winslow, &amp; Beeson</td>
<td>1832</td>
<td>Elkhart county, Ia.</td>
</tr>
<tr>
<td>176</td>
<td>A. R. &amp; J. H. Harper</td>
<td>1840</td>
<td>South Bend, Indiana</td>
</tr>
<tr>
<td>177</td>
<td>John H. Bradley</td>
<td>1840</td>
<td>South Bend, Indiana</td>
</tr>
<tr>
<td>178</td>
<td>George Crawford</td>
<td>1835</td>
<td>Turkey Creek, Ia.</td>
</tr>
<tr>
<td>179</td>
<td>Kendall, Vail, &amp; Co.</td>
<td>1840</td>
<td>South Bend, Indiana</td>
</tr>
<tr>
<td>180</td>
<td>John B. Chapman</td>
<td>1828 to 1840</td>
<td>South Bend, Indiana</td>
</tr>
<tr>
<td>Tribes</td>
<td>Amount claimed</td>
<td>Amount allowed</td>
<td>Remarks</td>
</tr>
<tr>
<td>-------------------</td>
<td>----------------</td>
<td>---------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>$50 75</td>
<td>$50 75</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>451 13</td>
<td>439 18</td>
<td>Indian, No. 7.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>20 00</td>
<td>-</td>
<td>Indian, No. 8.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>53 50</td>
<td>53 50</td>
<td>Depredation, No. 23.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>5,229 03</td>
<td>-</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>875 00</td>
<td>850 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>273 00</td>
<td>273 00</td>
<td>Depredation, No. 24.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>1,265 00</td>
<td>230 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>5 00</td>
<td>5 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>2,200 00</td>
<td>-</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>72 75</td>
<td>40 00</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Ottowas</td>
<td>40 00</td>
<td>40 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>600 00</td>
<td>256 00</td>
<td>Depredation, No. 25.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>250 00</td>
<td>250 00</td>
<td>Depredation, No. 26.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>79 00</td>
<td>79 00</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>551 00</td>
<td>415 00</td>
<td>Depredation, No. 27.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>4,435 69</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>500 00</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>2,700 00</td>
<td>-2,700 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>753 30</td>
<td>757 08</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>1,259 00</td>
<td>-</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>107 37</td>
<td>101 61</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>5,094 76</td>
<td>657 70</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>6,668 07</td>
<td>14,576 50</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>2,027 64</td>
<td>-</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>135 33</td>
<td>98 28</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>1,250 97</td>
<td>-1,256 04</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>66 14</td>
<td>66 14</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>130 90</td>
<td>-</td>
<td>Indian, No. 9.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>67 01</td>
<td>47 61</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>1,162 31</td>
<td>1,090 03</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>125 00</td>
<td>125 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>950 43</td>
<td>879 47</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>47 50</td>
<td>47 50</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>4,184 02</td>
<td>3,063 40</td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Names of claimants</td>
<td>Date of trade</td>
<td>Residence</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------</td>
<td>------------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>181</td>
<td>James Watson</td>
<td>1837 to 1840</td>
<td>Grand Rapids, Mich.</td>
</tr>
<tr>
<td>183</td>
<td>Lemuel Bingham</td>
<td>1836</td>
<td>Branch co., Mich. -</td>
</tr>
<tr>
<td>184</td>
<td>James Laird</td>
<td>1839, 1834, 1836</td>
<td>St. Joseph co., Mich. -</td>
</tr>
<tr>
<td>185</td>
<td>Oscar R. Hammond</td>
<td>1831, 1832, 1833</td>
<td>St. Joseph co., Mich. -</td>
</tr>
<tr>
<td>186</td>
<td>A. S. &amp; C. Whiting</td>
<td>1837, 1839, 1840</td>
<td>Van Buren co., Mich. -</td>
</tr>
<tr>
<td>187</td>
<td>Peter Cota</td>
<td>1836 to 1840</td>
<td>Kalamazoo, Mich. -</td>
</tr>
<tr>
<td>188</td>
<td>T. A. H. Edwards</td>
<td>1839 and 1839</td>
<td>Elkhart co., Indiana</td>
</tr>
<tr>
<td>189</td>
<td>Joseph Adams</td>
<td>1840</td>
<td>Elkhart co., Indiana</td>
</tr>
<tr>
<td>190</td>
<td>Eli Penwell</td>
<td>1829, 1833, 1835</td>
<td>Van Buren co., Mich. -</td>
</tr>
<tr>
<td>191</td>
<td>Joseph De Rozier</td>
<td>1835 to 1840</td>
<td>St. Joseph co., Mich. -</td>
</tr>
<tr>
<td>192</td>
<td>Levi Watkins</td>
<td>1840</td>
<td>South Bend, Indiana</td>
</tr>
<tr>
<td>193</td>
<td>Martin &amp; Fitchey</td>
<td>1840</td>
<td>South Bend, Indiana</td>
</tr>
<tr>
<td>194</td>
<td>C. W. Martin</td>
<td>1840</td>
<td>South Bend, Indiana -</td>
</tr>
<tr>
<td>195</td>
<td>S. A. Berndie</td>
<td>1840</td>
<td>Monticello, Indiana</td>
</tr>
<tr>
<td>196</td>
<td>Smith &amp; Halath</td>
<td>1838</td>
<td>Elkhart co., Indiana</td>
</tr>
<tr>
<td>197</td>
<td>Joseph Dome</td>
<td>1840</td>
<td>Notawasippi, Mich.</td>
</tr>
<tr>
<td>200</td>
<td>Joseph Dome</td>
<td>1840</td>
<td>Elkhart co., Ind. -</td>
</tr>
<tr>
<td>201</td>
<td>Jean B. Bertha</td>
<td>1836 to 1840</td>
<td>Calhoun co., Mich. -</td>
</tr>
<tr>
<td>202</td>
<td>Hiram Root</td>
<td>1840</td>
<td>Elkhart co., Ind. -</td>
</tr>
<tr>
<td>204</td>
<td>Hiram Dodge, assignee of Jos. Holcomb</td>
<td>1836 to 1839</td>
<td>Lawrence co., Mich. -</td>
</tr>
<tr>
<td>205</td>
<td>Harris &amp; McCord</td>
<td>1837, and prev.</td>
<td>Goshen, Indiana -</td>
</tr>
<tr>
<td>207</td>
<td>J. A. Pestana</td>
<td>1840</td>
<td>South Bend, Ind.</td>
</tr>
<tr>
<td>208</td>
<td>Hiram Dodge, assignee of Solonin Shelly</td>
<td>1837</td>
<td>Clinton co., Mich. -</td>
</tr>
<tr>
<td>209</td>
<td>T. A. H. Edwards</td>
<td>1829</td>
<td>Kalamazoo, Mich. -</td>
</tr>
<tr>
<td>210</td>
<td>Wm. B. Mitchell</td>
<td>1840</td>
<td>Elkhart co., Mich. -</td>
</tr>
<tr>
<td>211</td>
<td>Etienne Benac</td>
<td>-</td>
<td>New York, N. Y. -</td>
</tr>
<tr>
<td>212</td>
<td>Suydam, Sage, &amp; Co.</td>
<td>1837</td>
<td>Grand River, Mich. -</td>
</tr>
<tr>
<td>213</td>
<td>Stephen A. Cook</td>
<td>1838 and 1839</td>
<td>Racine, Wisconsin</td>
</tr>
<tr>
<td>214</td>
<td>Jacob Beeson, assignee of Jasper Mason</td>
<td>1834, 1835, 1836</td>
<td>St. Joseph co., Mich. -</td>
</tr>
<tr>
<td>215</td>
<td>Helms Downing</td>
<td>1836</td>
<td>Grand Rapids, Mich. -</td>
</tr>
<tr>
<td>216</td>
<td>Zenas G. Winson</td>
<td>1837 to 1840</td>
<td>St. Joseph co., Mich. -</td>
</tr>
<tr>
<td>217</td>
<td>W. Mottram</td>
<td>1836 to 1839</td>
<td>St. Joseph co., Mich. -</td>
</tr>
</tbody>
</table>
### ANTS—Continued.

<table>
<thead>
<tr>
<th>Tribe(s)</th>
<th>Amount claimed.</th>
<th>Amount allowed.</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pottawatomies and Ottowas</td>
<td>$2,989.02</td>
<td>$1,909.12</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>12.67</td>
<td>5.79</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>100.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>147.37</td>
<td>15.37</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>120.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>38.75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>518.97</td>
<td>518.97</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>599.29</td>
<td>599.29</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>1,019.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>993.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>133.50</td>
<td>66.70</td>
<td>Depredation, No. 32</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>55.00</td>
<td>55.00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>141.00</td>
<td>141.00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>66.00</td>
<td>300.00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>78.25</td>
<td>78.25</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>100.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>105.10</td>
<td>105.10</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>25.64</td>
<td>35.64</td>
<td>Disallowed</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>100.00</td>
<td>60.00</td>
<td>Disallowed</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>400.08</td>
<td>260.65</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>3,340.52</td>
<td>2,748.92</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>459.02</td>
<td>459.02</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>1,696.00</td>
<td>610.00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>610.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>100.73</td>
<td>100.73</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>15.68</td>
<td>15.68</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>365.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>638.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ottowas</td>
<td>36.31</td>
<td>18.15</td>
<td>Disallowed</td>
</tr>
<tr>
<td>Pottawatomies, Ottowas, and Chippewas</td>
<td>2,770.62</td>
<td>2,425.12</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>35.00</td>
<td>35.00</td>
<td></td>
</tr>
<tr>
<td>Ottowas</td>
<td>144.31</td>
<td>72.15</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>49.50</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Disallowed.
<table>
<thead>
<tr>
<th>No.</th>
<th>Names of claimants</th>
<th>Date of trade.</th>
<th>Residence.</th>
</tr>
</thead>
<tbody>
<tr>
<td>219</td>
<td>Chester Rose</td>
<td></td>
<td>Plymouth, Ind.</td>
</tr>
<tr>
<td>220</td>
<td>George Miller</td>
<td>1840</td>
<td>Grand Rapids, Mich.</td>
</tr>
<tr>
<td>221</td>
<td>Loren Marsh</td>
<td>1834 to 1840</td>
<td>Cold Water, Mich.</td>
</tr>
<tr>
<td>222</td>
<td>James Selkirk</td>
<td>1839</td>
<td>Allegan co., Mich.</td>
</tr>
<tr>
<td>223</td>
<td>Louis Comgan</td>
<td>1834 to 1839</td>
<td>Kent co., Mich.</td>
</tr>
<tr>
<td>225</td>
<td>Lewis &amp; Godfroy</td>
<td>1837 and 1839</td>
<td>Kent co., Mich.</td>
</tr>
<tr>
<td>227</td>
<td>Francis Bailey</td>
<td>1836 and 1840</td>
<td>Kent co., Mich.</td>
</tr>
<tr>
<td>228</td>
<td>Etienne Lamerandiere</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>229</td>
<td>Richard Godfroy</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>231</td>
<td>Lathrop M. Taylor</td>
<td>1839 and 1840</td>
<td>South Bend, Ia.</td>
</tr>
<tr>
<td>233</td>
<td>George Rex</td>
<td>1840</td>
<td>South Bend, Ia.</td>
</tr>
<tr>
<td>235</td>
<td>Stephen Downing, jr. de</td>
<td>1829, 1830, 1831</td>
<td>Elkhart co., Ia.</td>
</tr>
<tr>
<td></td>
<td>ceased, by his widow,</td>
<td></td>
<td>Cass co., Mich.</td>
</tr>
<tr>
<td></td>
<td>Amy Downing</td>
<td></td>
<td>Elkhart co., Ia.</td>
</tr>
<tr>
<td>236</td>
<td>Andrew Nossinger</td>
<td>1829 to 1833</td>
<td>South Bend, Ia.</td>
</tr>
<tr>
<td>237</td>
<td>George Meachum</td>
<td>1829</td>
<td>Elkhart co., Ia.</td>
</tr>
<tr>
<td>239</td>
<td>Lowly Downing</td>
<td>1832 to 1836</td>
<td>White Pigeon, Mich.</td>
</tr>
<tr>
<td>244</td>
<td>Leander Metty</td>
<td>1840</td>
<td>St. Joseph co., Mich.</td>
</tr>
<tr>
<td>251</td>
<td>N. Goldthwait</td>
<td>1837 and 1839</td>
<td>St. Joseph co., Ia.</td>
</tr>
<tr>
<td>253</td>
<td>William Watkins</td>
<td>1840</td>
<td>South Bend, Ia.</td>
</tr>
<tr>
<td>255</td>
<td>A Coquillard</td>
<td>To 1840</td>
<td>South Bend, Ia.</td>
</tr>
<tr>
<td>256</td>
<td>Jonathan A. Liston</td>
<td>1840</td>
<td>South Bend, Ia.</td>
</tr>
<tr>
<td>Tribe</td>
<td>Amount claimed</td>
<td>Amount allowed</td>
<td>Remarks</td>
</tr>
<tr>
<td>---------------</td>
<td>----------------</td>
<td>----------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>$91 70</td>
<td>$25 50</td>
<td>Not properly presented.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td></td>
<td></td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Ottowas</td>
<td>15 00</td>
<td>15 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>6,990 82</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ottowas</td>
<td>79 39</td>
<td>37 69</td>
<td></td>
</tr>
<tr>
<td>Ottowas</td>
<td>1,029 37</td>
<td>766 68</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Ottowas</td>
<td>4,125 90</td>
<td></td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Ottowas</td>
<td>429 14</td>
<td>211 57</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Ottowas</td>
<td>624 61</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ottowas</td>
<td>201 32</td>
<td>83 66</td>
<td>Indian, No. 11.</td>
</tr>
<tr>
<td>Ottowas</td>
<td>650 00</td>
<td></td>
<td>Embraced in No. 224.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>45 10</td>
<td></td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>674 50</td>
<td>46 50</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>773 00</td>
<td>683 00</td>
<td>Depredation, No. 35.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>42 60</td>
<td>30 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>1,029 50</td>
<td></td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>250 00</td>
<td>250 00</td>
<td>Depredation, No. 36.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>735 00</td>
<td></td>
<td>Depredation, No. 37.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>2,336 69</td>
<td>2,903 90</td>
<td>Disallowed.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>1,001 49</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>194 64</td>
<td>$94 64</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>1,519 88</td>
<td>$558 93</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>150 00</td>
<td>150 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>25 00</td>
<td>20 00</td>
<td>Depredation, No. 38.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>50 00</td>
<td>50 00</td>
<td>Depredation, No. 39.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>5 00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>42 00</td>
<td>44 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>62 00</td>
<td>46 50</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>126 25</td>
<td>20 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>65 00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>81 00</td>
<td>30 33</td>
<td>Depredation, No. 40.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>109 31</td>
<td>50 37</td>
<td>Depredation, No. 41.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>50 00</td>
<td>50 00</td>
<td>Depredation, No. 42.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>63 00</td>
<td></td>
<td>Depredation, No. 43.</td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>200 00</td>
<td>200 00</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>9,141 62</td>
<td>3,682 51</td>
<td></td>
</tr>
<tr>
<td>Pottawatomies</td>
<td>500 00</td>
<td>500 00</td>
<td></td>
</tr>
</tbody>
</table>

$248,459 81 $93,989 11
REPORT ON CLAIMS.

No. 1.

John B. Ducharme $10,000

This is the claim of a half breed, as the heir of his father, Francis Ducharme, a white man, now deceased, and is founded on a general charge for goods, wares, and merchandise, sold and delivered to the Indians by the deceased. There exists no doubt but that the father of the claimant traded extensively with the Indians, and that they may have owed is improbable; but, as no proof is adduced establishing such fact, the whole claim is disallowed.

Disallowed.

A. T. Hatch $1,231

This claim is founded on book accounts, and notes purporting to have been signed by different Indians belonging to the united bands of Potawatome, Ottawa, and Chippewa Indians, who joined in the treaty of Chicago, in 1833. The accounts, as exhibited, I have compared with claimant's original books of entry. They show an indebtedness on the part of the Indians of $365.58. The testimony to sustain this part of the claim is the oath of the claimant, as also the testimony of Judge Beebe, that he was in the constant habit of witnessing the transactions of the claimant, in his trade with the Indians, and saw the sale and delivery of a large portion of the articles charged in the account. The good character of Hatch, and respectability of Judge Beebe, taken in connexion with the fairness of the books, establish this part of the claim, deducting therefrom $5 for liquor.

The second branch of this claim presents itself in a different light. Experience shows the great caution necessary in examining notes given by Indians to whites for aggregate amounts, and no specification of items. In the present case a bill of items is produced, charging to Monais sundry goods, amounting to $44.57, with a credit of $28.57 for furs and peltries paid the claimant, leaving a balance of $16, for which Monais has given his note, appended to the account. The witness to this note being dead, I examined Monais, who acknowledged its correctness. The note of Shebna for $23.75, Man-do-kek for $1.75, Eu-ti-o-mak for $16, and Ko-hokoo, for $6, exhibit no items, and are not satisfactorily sustained. The note of Eu-no-naw-ke-see, for $5, is not proven, and $1.25 of it is admitted to be for liquor. Pish-ne-na's note for $26.37 is not proved, and $16.63 is admitted as embraced in the book account above referred to. Poto-qua-to's note for $16.25 is not proven, and $16.25 of it is admitted to be embraced in the book account aforesaid.

Lo-au-quet-mor-na's note for $500 is given for an account amounting on the 10th September, 1835, to $406.28, but erroneously added up as $402.28; to which is added, under same date, for a blanket and cash, $15; and on the 27th September, same year, a general charge of "goods and cash this day delivered, $82.72," amounting in all to $504. The note is appended to the account, and witnessed by H. C. Root, Esq., under date
of September 13, 1836. The witness swears to the sale and delivery of goods for which the note is given.

Isidore Moran's note for $225 is witnessed by Adelia Chase, who swears to the execution of the note, but knows nothing of the consideration. Peter Moran and Francis Mouton's note for $160, payable to Stephen Downing or bearer, with an endorsement thereon of $34, is sustained.

Whole amount claimed is $1,231.10
Deduct liquor in book account $5.00
Deduct as disallowed Sheb-na's note $23.75
Deduct as disallowed Man-do-kef's note $1.75
Deduct as disallowed Eu-tio-mak's note $16.00
Deduct as disallowed Ko-ho-koo's note $6.00
Deduct as disallowed Eu-no-naw-ke-see's note $5.00
Deduct as disallowed Pish-ne-na's note $26.37
Deduct as disallowed Po-tiqua-to's note $16.93
Deduct as disallowed Isidore Moran's note $295.00
Deduct as disallowed Moran and Mouton's note $30.00

Balance allowed $876.58

No. 3.

Jacob Beeson, assignee of John H. Harris $361.92

This claim is for bread, fish, and merchandise, and is founded, first, on a bill of items amounting to $161.92, from which it is proper to deduct $5.74, that amount appearing to be charged for liquor. The second branch of the claim, $200, I find, upon reference to the report of Messrs. Schoolcraft, Whiting, and Edmonds, in 1836, was then only $185.75. This difference in amount may arise from the absence, with claimant, of the books and memorandums. I think it but right to all parties to deduct from this branch of the account 15 per cent, to cover charges for liquor and possible omissions of credits. The account being otherwise satisfactorily sustained by the affidavits of claimant, assigner, and the affidavits of Dr. Amsden and A. W. Pike, is for the balance allowed.

Claim is $361.92
Deduct for liquor in first branch of account $5.74
Deduct for liquor and possible omissions of credits in second branch of account $28.13

Balance allowed $328.05

No. 4.

John T. Douglass $194.25

The claimant became bail for Wan-pau-nas, Ka-ta-ka-sa, and Joseph Nos Bourissa, Pottawatomies. The records of the court of Cass county, Indiana, are presented, and show that this sum was paid by the claimant. It is therefore allowed for $194.25.
Doc. No. 143.

No. 5.

A. L. Wheeler and Wheeler & Hopkins, for the use of A. L. Wheeler, $56 87

This claim is partly proven by Mr. Hopkins, former partner of claimant, and in part by G. S. Cleaveland; $22 50 of this claim is not satisfactorily sustained.

Amount claimed is $56 87
Deduct, as unsupported $22 50
Balance allowed $34 37

William Barbee

This claim was presented to Colonel Edmonds, when settling the claims against the Wabash Pottawatomies, (see No. 89, in Edmonds's report, printed, through mistake, William Barber,) and was then deducted from his claim, as charged against St. Joseph Indians. The proof of sale and delivery being conclusive, the claim is allowed for $37 25.

No. 7.

Charles Egbert $34 03

This is the claim of a merchant in regular business, sustained by his affidavit and books, leaving no doubt of its justice. It is allowed for $34 03.

No. 8.

Jacob Hardman, M. D. $54 00

This claim is for medical attendance and surgical operations. In addition to the affidavit of Doctor Hardman, I called on Mrs. Conquillard, at whose house the Indians were during the time the service was performed. She states that she has a perfect knowledge of all the facts connected with this claim, and believes that the charges, as presented, are less than would have been made against white persons for similar services. Allowed for $54.

No. 9.

Ira Burdick $125 00

This is a claim for cost and charges due sheriff Burdick, caused by the execution of a writ of habeas corpus, to produce 264 Indians, who were at the time in the woods, enjoying perfect liberty. It is not necessary, however, to inquire into the legality of the proceedings, it being an effort on the part of two or three bands only to evade a treaty stipulation, and therefore an improper charge against the nation. Disallowed.

No. 10.

Charles Anthony $151 67

This claim is founded on a note, given by Jude Bouissance to claimant, in payment for a village lot in Bertrand, in Michigan. The joint liability of
Indians, as a nation, for the debts of individuals, is certainly not intended to apply to the payment of debts of half breeds, incurred in speculation in village lots. It is therefore disallowed.

No. 11.

Lathrop M. Taylor

Claimant produces his books of original entry, and proves them. There is embraced in this part of the claim the sum of $3,318 49, to which should be added $4 19 for error in Osh-to's account, in "unsettled claims," making the correct footing $3,322 68.

From which amount deduct for errors as follows:

In note witnessed by H. C. Garet $5 00
In note witnessed by P. F. Navarre 12 37
In note witnessed by E. P. Taylor 5 50
In bills against Indians gone west 25
For interest charged on Chandonois's note 9 00
Error in accounts of Nor-neese and Bab-she 14 00
Unsettled claims 12

Amounting in all to $46 24

Which, being deducted from this branch of the claim, leaves properly due thereon, $3,272 25. That portion of this claim founded on a judgment against Lewis Saint Comb, for $35 33, and merchandise to the amount of $15, cannot be allowed, as there is nothing showing that he is an Indian or a half breed, and my own knowledge of him induces me to think he is not.

The remaining part of the claim consists, first, of a general charge of $1,379 25, and $248 interest thereon, and is founded on the presentation to Colonel Edmonds, in 1837, of a claim on which this amount appears to have been then disallowed. I have examined the original claim, as then filed before Colonel Edmonds. It presents itself in the following shape:

Charges sustained, and satisfactorily proven, $935 74; as also the note signed by Fuman, a half breed, for $21 25. The remaining portion of this part of the claim, consisting of Burnett's notes and interest on them, accounts presented, and not sustained, then or now, and the general charge of interest, are all disallowed—the Burnett notes not being among the papers filed with the department by Colonel Edmonds, and in no shape sustained as proper charges against the Indians; and the charge of interest not being in any case admissible against Indians, when made in an open account, and no doubt existing of the trader having provided, by high charges in the first place, for a long credit.

The claim of $100, due by the "heirs of Pet-chis-co, to have been paid by Coquillard," together with the charge of $30 interest thereon, would appear, from claimant's own showing, to be a charge against Coquillard. There is certainly nothing to show that it should be paid by the Indians. It is therefore disallowed.

Allowed on the first branch of claim $3,272 25
Allowed the claim presented, in 1837, to, and disallowed then by Colonel Edmonds, being against Indians out of his district 956 99

Amount allowed $4,229 24
Hendricks & Rush, for the use of John B. Niles $499.19

I have examined the original books of entry upon which this claim is founded, being the same book in which charges are made against the whites, and find the articles charged are such as are proper for the use of the Indians. Deducting $32.59 charged for interest, and the balance ($466.60) is allowed.

Allowed, $466.60.

No. 13.

Francis Mouton, for the use of A. Coquillard $3,000.00

The books of original entry are in this case filed with the documents accompanying this report. Claimant has resided in the Indian country about 30 years, as appears in J. J. Godfrey's affidavit. His general character is very good, and up to this time both whites and Indians accord to him the reputation of an honest and simple man, more likely to be imposed on than to impose upon others.

At the treaties of Tippecanoe and Chicago, his friends presented claims for him, knowing that the Indians were indebted to him; and at each of those treaties small allowances, compared with the amount that by his books appears to have been due, were made to him. The principal cause of his complaint is, that at the treaty of Chicago, he was compelled by his then poverty to accept the amount allowed him, and that by the provisions appended to that treaty he is barred from the remaining amount due him prior to that date. His book of original entry shows an indebtedness, since the treaty of Chicago, of $999.54; to which should be added, for boarding and services, by order of the Indian agent, for one year, of Nahni, a chief; making in all the sum of $1,099.54, that is allowed.

Allowed, $1,099.54.

No. 14.

T. & H. Wheeler, for the use of Mary Chapoton $1,192.00

John B. Chandonnois, whose signature is affixed to the note on which, together with the account of items annexed, this claim is founded, was a half-breed Pottawatomie, and a chief of that tribe; and, being educated, he possessed the confidence of the Indians; in making their purchases, and in many of their business acts, he had great influence. In this instance he appears to have acted as their factor, procuring the articles charged in the bill, assuming the payment of them, and delivering them to the Indians. J. B. Chandonnois is now dead; but his son, Charles B. Chandonnois, testifies that the goods charged in the bill were purchased for and delivered to the Indians, and that the signature to the note appended to the bill is the genuine signature of his father, now deceased.

A portion of the bill of goods, as presented, appears to have been sold at first cost, amounting to $607.37; to which is added 25 per cent., making together, $759.21. There is an additional bill of saddlery, amounting to $68.50, which appears to have been sold at the usual selling prices, making, in all, $827.71, being the amount of the note of J. B. Chandonnois, on which is endorsed a payment of $27.71. There is a charge of interest, from
23d November, 1833, to the 23d November, 1840; (7 years, at 7 per cent.,) amounting to $392. Charges of interest against Indians are in ordinary cases disallowed; but in this particular case, where the claim is presented based upon a bill of goods, principally, at invoice prices, adding 25 per cent. for carriage and profit, and the note appended being a regular business note, the payment of which at maturity was evidently contemplated when made, it would appear unreasonable that the merchant should be kept out of his money for so long a time without an allowance of interest. In the bill there is a charge of 22 packs of cards, amounting to $4 13, which, being neither proper nor necessary for Indians' use, is disallowed, reducing the note to $795 87, to which add interest at 6 per cent. per annum, being $334 26, and the amount due claimant is $1,130 13, which is allowed.

Allowed, $1,130 13.

No. 15:

John M. Barbour

$8,973 27

The first branch of this claim, amounting to $1,557 26, is against full-blooded Indians. The books of original entry are well and properly kept, and this amount is due.

The second branch of the claim, amounting to $7,416 01, is composed of charges against the descendants of To-pen-ne-he, the once principal chief of the three nations that treated at Chicago in 1833. The individuals embraced in this part of the claim are educated, and live in all respects in the manner of the whites. They indulge in luxuries and comforts to a much greater extent than the common Indians. A very large proportion of the charges against Man-de-no, Ke-no-ess, Ben-nick-kee, Saw-qua-ron-muck, Know-wan-de-skun, and Saw-bee-qua, are for goods purchased by them, and delivered to the several bands of the Pottawatomie nation. The intelligence of the family, and the influence they exert over the Indians, has caused them to be continually surrounded by them, and has made their house, for years, the resort of many of the principal and leading Pottawatomie Indians; and that their credit has become, to a great extent, substituted for that of the Indians generally, appears to be a natural conclusion. From this branch of the account there should be a deduction of $71 51 for wines and spirituous liquors, and $466 15 for charges for cash and goods paid in bulk on the orders of the Indians.

Claim $8,973 27
Deduct for wines and liquors $71 51
Deduct cash and goods paid on orders 466 15
Balance allowed $8,435 61

No. 16.

S. P. Beebe

$498 24

That portion of this claim founded upon the loss of a horse and money, and time expended in searching for it, is disallowed, there being no proof that the Indians got it. The remaining part of the claim, as made out, is for goods sold and delivered to the amount of $398 24, which, being sustained
not only by claimant's affidavit, but compared with the books of original entry, obviously fairly kept, is correct, and is allowed, $395 24.

No. 17.

Celeste Sharrow - $1,000 00

Claimant resides at the missionary chapel, near the St. Joseph river, and has been for the last ten years the interpreter in the religious exercises at that place. Her poverty, and her general benevolence towards the Indians, are sufficiently proven by the testimony of the Rev. S. A. Bernier, who officiates at the mission, and whose opportunities of judging correctly are superior to those of any other person. Her services as interpreter are estimated at $100 per annum, which is double the amount claimed for that particular service. Mr. Bernier is unable to form a correct opinion of what would be a proper charge for provisions and attendance on sick Indians who visit the mission from a distance. The apparent honesty of this claim, as presented, leaves no doubt in my mind but that it should be allowed.

Allowed, $1,000.

No. 18.

Jacob Beeson, assignee of A. S. Amsden - $3,585 45

This claim is taken up for consideration in the same order as that in which it is exhibited. Exhibits A, B, C, and D, amounting to $694 15, are sustained, not only by the affidavits of said Amsden and his clerk, but by the books of original entry filed with the documents accompanying this report. Improper charges, amounting to $23 37, are deducted from this part of the claim.

Exhibit E, amounting to $83 28, is satisfactorily sustained by the affidavit thereto.

Exhibit F is a claim founded on books not in possession of either Dr. Amsden or his assignee, (the claimant;) they having been probably retained by commissioners Schoolcraft, Whiting, and Edmonds, in 1836, when presented to them for examination, to sustain a claim against the Ottawas north of Grand river, in Michigan.

This fact, together with the time that has elapsed, and no memorandum having been kept, by the assignee, of this claim, will account for the amount claimed in this exhibit ($1,137 39) being so much larger than is evident from the report of said commissioners; was then disallowed in consequence of the non-residence within their district of the Indians charged. And I adopt, as the proper amount to be allowed on this part of the claim, the sum so disallowed by said commissioners, (viz: $297 52,) the proof appearing to have been conclusive before them, except so far as to the residence of the Indians. (See claim No. 116, of the report of the board of commissioners assembled at Mackinac in 1836.)

Exhibit G is for feeding, clothing, and lodging, a chief and other Indians, and their families. The equity and propriety of this charge is sustained not alone by Dr. Amsden's own affidavit, but also by the affidavit of Mr. Pike, a young man of good character and business habits. I allow the whole of this branch of the claim.
Exhibit H is a schedule of notes, amounting, in all, to $344.50. There is in favor of this part of the claim the unexceptionable character of Dr. Amsden; and his two affidavits, to the latter of which, as evidencing his entire disinterestedness and consequent strength of his testimony, I would particularly refer you, though, under my instructions, I am compelled to disallow $181.50 of this part of the claim.

Exhibits I, K, and L, amounting to $378.13, are satisfactorily sustained by the testimony and original books, to the full amount, excepting $8.14, which I deduct, being for liquor.

The sum of $300, claimed as due in consequence of the "amount allowed him at Chicago, Illinois, in 1833, falling short that much of the amount then due," is disallowed, if for no other reason, in consequence of his receipt of $400, by virtue of an article appended to the provisions of that treaty, in full of his claim up to that time.

Amount of claim, $3,585.45

Disallowed on exhibits A, B, C, and D: $23.37

Do do F: $39.87

Do do H: $181.50

Do do I, K, and L: $8.14

Disallowed amount claimed as due at Chicago: $300.00

Balance allowed: $1,352.88

Nathan Mears

This claim is well and satisfactorily proved, and is accompanied by the original books of entry, in part. The remaining part is copied correctly, as testified, from the books of said claimant, in which are also charged the accounts of whites.

The claim is allowed at $103.68.

No. 20.

Pierre F. Navarre

This claim is divided into two branches. In the first there is a charge of $6,600 for provisions and subsistence furnished the Indians for twenty-two years, which he estimates at $300 per year.

Claimant is married to an Indian woman, and is personally known to me. He sustains an excellent character for honesty, and is in all respects a good citizen. At the treaty of Chicago, in 1833, an allowance of $100 was made to him, which, by a provision appended to that treaty, exempted the Indians from all liability to that date. His claim for subsistence of Indians cannot therefore extend back for a longer period than seven years, which, being estimated at one-half the amount claimed, would be $1,050. His account against the Indians, and a judgment remaining unsatisfied in the Cass county circuit court, against an Indian named J. N. Bourassa, amounts to $1,473.70. All the testimony taken in connection with the character of claimant would lead to the conclusion that it would at least be just to allow in this claim the sum of $2,523.70.

Allowed, $2,523.70.
**No. 21.**

<table>
<thead>
<tr>
<th>Claimant: Lewis St. Comb</th>
<th>Amount</th>
<th>$4,165 00</th>
</tr>
</thead>
</table>

Claimant is married to an Indian woman, and presents his accounts in the following order:

1st. He charges the Indians with provisions, &c., at the rate of $150 per year, for fifteen years — $2,225 00

2d. Is an account specifying items against Indians — 210 00

3d. Is a charge against old Wee-saw, chief of the band, with receiving and not paying over the annuities of his Indian wife and children, for ten years; amounting to — 1,400 00

Amount of claim — — — 3,865 00

An allowance was made to the wife and children of claimant, of $300, (although the payment is not made to claimant,) by the treaty of Chicago, in his own name; yet, as his wife and children could not withhold this money from his control, it is reasonable to suppose that he derived the benefit of it; therefore, no claim can be admitted extending beyond the date of the said treaty. I can therefore allow, on this branch of the claim, only since 1833—fifty per cent. of the amount charged. The account of items since 1833, amounting to $910, I allow.

The remaining part of the claim, being a charge for annuities withheld by old Wee-saw, cannot be admitted, because the claim is clearly in right of Mrs. St. Comb and children, who being Indians, and possessing the general privilege of contracting debts, it is to be presumed that an equivalent has been received in that way. But if this were not the case, it is a transaction between Indians, and not coming within the letter of my instructions.

For boarding Indians, and provisions seven years, at the rate of $75 per year — $525 00

Account giving items — 210 00

Amount allowed — — 735 00

**No. 22.**

<table>
<thead>
<tr>
<th>Claimant: John B. Rulo</th>
<th>Amount</th>
<th>$1,874 50</th>
</tr>
</thead>
</table>

This man has lived in the Indian country since 1828, and appears never to have received anything at the different treaties. He is the husband of Jane Rulo, (formerly Jane Jones,) who presents claim No. 24. The account presented is subject to a deduction of 50 per cent., by an application of the same rule that governed me in claim No. 20. The remaining part of the claim appears to be just and proper.

The first charge is for subsistence, &c. — $1,800 00

Deduct 50 per cent. — — — 900 00

Add for corn, &c., in 1834, 1835, and 1836 — — — 74 50

Allowed for — — — 974 50
Israel H. Rush

This claim is clearly proven, and, with the exception of 50 cents, charged for bottles, (meaning whiskey,) is allowed. Allowed for $10.70.

Jane Rulo

Claimant’s former husband, Thomas Jones, was an Indian trader up to the time of his death, in 1821. The destruction of the books is satisfactorily proven. In 1832, previous to the treaty of Chicago, Francis Comparet, Esq., requested the Hon. George Crawford to examine the books of Jones, with a view to the presentation of a claim at said treaty. Mr. Crawford swears that he examined said books, and that they appeared to be well kept, and the charges fair and reasonable. That his acquaintance with Jones extended from 1819 to 1821; that the balance due Jones, when he examined the books, was about $1,250; being $250 more than the amount claimed by Mrs. Rulo. This difference may originate from the entire want of education of Mrs. Rulo, and a consequent dependence upon her recollection alone. The character of Jones for honesty and correct dealing is well sustained. Relying substantially upon the testimony of Mr. Crawford, I must recommend the payment of the amount claimed. It is therefore allowed for $1,000.

Daniel R. Bearss

This is a claim founded on notes and accounts. The note of Pe-ash-way, for $444, is proved to have been given for a consideration, and the Indian admits the account, objecting to the prices of the articles only. An examination of the bill shows the propriety of deducting therefrom $127. The notes of Pe-ash-way, for $53.75 and for $15, as also the note or claim of Pe-ash-way against a Miami, for $80, (once examined by Mr. West, commissioner,) together with the notes of Ma-te-wash-ma for $7, and Ash-kum for $18, are disallowed, neither the execution nor consideration being proven. The note of $25 and the account of $14.25, against Madeline Ducharme, are both disallowed, she being married to a white man, and in her associations and business being entirely severed from the Indians, and the debt truly due from and collectable from her husband, and not her. The remaining part of the claim is fully sustained, except a deduction properly made for overcharges in the account of Peck-shaw and Shac-cow-ma.

Claim Deduct on Pe-ash-way’s note of $444
Deduct sundry notes not proven
Deduct Madeline Ducharme’s note
Overcharges on Peck-shaw and Shac-cow-ma’s accounts

Balance allowed
No. 26.

Lambert McComb

$63.00

This claim is considered under the head of Depredations, as No. 1.

No. 27.

Moore & McCollin

$77.75

This claim is for goods furnished and delivered under order of Judge Polk, and acknowledged by him. The orders accompany the claim, and the amount is allowed. Allowed, $77.75.

No. 28.

William Polk

$35.00

This claim is for provisions furnished sundry Indians by Judge Polk, during the time he was employed by the Indian agent. Allowed, $35.

No. 29.

A. Chamberlin

$624

This claim is for provisions furnished on orders of Judge Polk, when conducting emigration. Order filed, and account proved and allowed. Allowed $624.

No. 30.

Ephraim Bearss

$298.50

This claim is for articles sold and delivered to the Indians, for which notes were taken, specifying the articles sold. The Indians charged in the account admit the receipt of the goods, and request that they be paid for. Allowed, $298.50.

No. 31.

Trustees of Roman Catholic Church

$635.00

The claimants charge the Indians, first, with $275, being an amount advanced them by the Rev. Mr. DePelle, in 1836 and 1837. The object for which the money was advanced is not explained; and, secondly, the sum of $350 is charged as money advanced by the Rev. Mr. Pettit, to sundry Indians, to defray their expenses to Washington city, in December, 1838, not explaining the object of their visit. And, thirdly, is a charge of $10 to Saw-ke-neh, not explained for what; and the whole claim unsustained by any evidence. Disallowed.

No. 32.

Bowrie & Pettier

$63.65

This claim is founded upon notes and accounts, appearing to be almost entirely against the Miamies, and, upon an investigation of the claims against that nation, either rejected or withdrawn. Two of the Indians
charged, are known to me to be Potawatomies, (Benjamin and Ash-kum,) but the account against Ash-kum not being satisfactorily sustained, the account and note against Benjamin for $2 75 only is allowed. Allowed for $2 75.

No. 33.

Solomon Bargdoll - - - - - $21 00

This claim is for a rifle gun, sold to Che-chaw, cose, and for repairing a gun for an Indian at the council at South Bend. These charges were made by my direction and ought to be paid.

Allowed, $21.

No. 34.

Ewing, Walker, & Co. - - - - - $2,693 47

This is a claim for goods sold and delivered to the Indians, very well and satisfactorily sustained. I, however, deduct from it $2 charged for playing cards, $7 50 for sattinet in Pe-ash-way’s account, and in Mes-sa-is’s account $14.

The claim is for - - - - - $2,693 47

Deductions - - - - - 24 00

Allowed for - - - - - $2,669 47

No. 35.

John B. Ducharme - - - - - $170 00

No. 36.

A. A. Bertrand - - - - - $165 00

These claims are both considered as Nos. 1 and 2 of claims presented by Indians and half breeds.

No. 37.

Christian Holler - - - - - $60 00

No. 38.

Jacob Cripe - - - - - $559 50

No. 39.

John Cripe - - - - - $550 00

No. 40.

Pleasant Ireland - - - - - $300 00

These claims are considered as Nos. 2, 3, 4, and 5, of claims for depredations committed by the Indians.
Jacob Beeson, assignee of D. T. Wilson $1,673.07

Of this claim, $773.07 is well proved by Col. Porter, David Wilson, and Jasper Mason. The remaining portion of the account, amounting to $900, is sustained by no other testimony than that of the original claimant, Mr. Wilson, who is now very poor and all the interest which he may have had in this claim is transferred, rendering the claimant a perfectly disinterested witness.

The character which Mr. Wilson maintains in the country gives additional weight to his testimony. So far as character can go to sustain a claim, apart from disinterestedness of original claimant, (Wilson,) I consider this one entitled to favorable consideration; but as a general principle, under circumstances of this kind, I have deducted fifty per cent. from this portion of the claim.

Amount claimed $1,673.07
Deduct 50 per cent. on second branch of claim $450.00
Balance allowed $1,223.07

Jonathan A. Liston $100.00

This claim is for a horse, saddle, and bridle, purchased by myself, as commissioner, for Louison; a chief of the Pottawatomies, and under circumstances that were justifiable, on the eve of their removal, in August, 1840.

Allowed, $100.00.

Samuel Streets $119.88

This claim is founded on a purchase of land from an Indian named Wee-sau-waw. It appears that some circumstances, not explained by the testimony, prevented the conveyance of the land.

Many of the items contained in the account are charges incident to a confirmation of the sale, and cannot be allowed. The balance of the claim, being $71.93, is for money paid to the Indians on account of said purchase, and by them applied to their own use; together with some small articles sold to them. It is not always possible for a farmer to prove his claim. In this case, claimant's good character, and the affidavit of N. Bacon, Esq., is sufficient to justify an allowance on this claim of $71.93.

Allowed, $71.93.

Dominique Rosseau $199.50

Claimant produces charges of items amounting, after deducting the credits, to $199.50, which is sustained by his own affidavit and an excellent character for honesty. The vouchers which accompany the claim

No. 42.

No. 43.

No. 44.
show an indebtedness of $211, but $11 50 is not contained in the list sworn to. The amount claimed ($199 50) is allowed.

Allowed, $199 50.

No. 45.

John Dearmond

This claim is for goods sold and delivered. The account is sworn to, and Mick-saw-ha, chief of the band, acknowledges its justice.

Allowed, $41 24.

No. 46.

E. V. Cicott for the use of L. M. Alverson

This claim was presented to J. W. Edmonds, commissioner, in 1837, and by him rejected. It presents itself now in no different shape, and is disallowed. (See Edmonds's reports, claim No. 140.)

Disallowed.

No. 47.

Estate of John B. Bourie

This claim is founded on notes and accounts against sundry Indians. It is difficult to give a correct statement in detail of the various items which constitute this claim.

I find among the papers the following abstract:

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Louison, Bozzoin, and Ash-kum's note</td>
<td>$400 00</td>
</tr>
<tr>
<td>2</td>
<td>Pish-no-qua's note and account</td>
<td>404 86</td>
</tr>
<tr>
<td>3</td>
<td>Cash-qua</td>
<td>50 00</td>
</tr>
<tr>
<td>4</td>
<td>Wash-e-o-nis</td>
<td>10 00</td>
</tr>
<tr>
<td>5</td>
<td>Young Crane</td>
<td>20 00</td>
</tr>
<tr>
<td>6</td>
<td>Ne-na-gee</td>
<td>24 00</td>
</tr>
<tr>
<td>7</td>
<td>Guch-sett</td>
<td>12 50</td>
</tr>
<tr>
<td>8</td>
<td>Ask-kum's note and account</td>
<td>147 59</td>
</tr>
<tr>
<td>9</td>
<td>Lorry's note and account</td>
<td>122 50</td>
</tr>
<tr>
<td>10</td>
<td>Me-no-quette's note and account, (see No. 19)</td>
<td>27 50</td>
</tr>
<tr>
<td>11</td>
<td>Wap-e-co-noe</td>
<td>76 70</td>
</tr>
<tr>
<td>12</td>
<td>Mock-e-two-o-shuck</td>
<td>3 25</td>
</tr>
<tr>
<td>13</td>
<td>Wa-saw-mo-shick</td>
<td>31 00</td>
</tr>
<tr>
<td>14</td>
<td>She-o-co-pee</td>
<td>3 00</td>
</tr>
<tr>
<td>15</td>
<td>Puccón-e-shick</td>
<td>9 25</td>
</tr>
<tr>
<td>16</td>
<td>Shaw-e-apei</td>
<td>1 00</td>
</tr>
<tr>
<td>17</td>
<td>Si-co-no-qua</td>
<td>1 00</td>
</tr>
<tr>
<td>18</td>
<td>Mo-sack's party</td>
<td>8 00</td>
</tr>
<tr>
<td>19</td>
<td>Meno quette (2)</td>
<td>64 00</td>
</tr>
<tr>
<td>20</td>
<td>Antoine</td>
<td>4 50</td>
</tr>
</tbody>
</table>

Total amount of notes and accounts: $1,420 65

No. 21. Against the chiefs (note at the Department at Washington): 4,000 00

Amount of claims: $5,420 65
Doc. No. 143.

No. 1 is a note of hand, dated March 29, 1839, for $400, and purports to be for cash to pay expenses of Louison, Bezzoin, and Ash-kum, in going to Washington city. This cannot be considered a proper claim against the Indians; for if these Indians were invited to go to Washington by the Government, the Government is bound for their expenses; and if induced to go there by traders, it is still not a fair charge against the Indians. This charge, therefore, is disallowed.

No. 2 is a note and account against Pish-no-qua. The note bears date previous to Edmonds's report, and is for the sum of $245, and is presumed to have been included in the $1,600 then allowed. The account against said Indians, after deducting credits, amounts to $152 11; which, as I have compared it with Bourie's books of original entry, ought to be allowed.

Nos. 3, 4, 5, 6, and 7, amounting to $116 50, are notes of hand, bearing dates previous to Edmonds's report. Neither items nor considerations are proven, and the presumption is that they are either paid by the Indians or included in the amount allowed by Mr. Edmonds.

Nos. 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20, amounting to $499 29, are all of them unsupported, previous to the allowance made by Mr. Edmonds, or without date, and therefore disallowed.

No. 21 is a charge of $4,000, founded upon a note particularly and carefully examined by Mr. Edmonds (see his report, claim No. 129) since that report, and its consequent rejection by Mr. Edmonds. No additional evidence to support it is adduced, and its rejection a second time, under the circumstances, is a matter of course. A careful examination of this claim, as presented to me, results in my allowance of a part only of No. 2, referred to in the abstract, being a balance due on the account of Pish-no-qua, amounting to $152 11.

Allowed for $152 11.

No. 48.

Enos & Derby

This is a note signed by An-ze-you, the consideration for which was a saddle, bridle, and harness the delivery of which being satisfactorily sustained, the claim is allowed for $45.

No. 49.

L. B. Bertrand

Considered as No. 3 of claims presented by Indians and half breeds.

No. 50.

J. Nicholson Elbert

This claim is satisfactorily proved by the clerk of the claimant, and is allowed, $89 08.
John H. Bradley

This claim is for professional services rendered the Indians in 1838 and 1839, as their legal adviser regarding their right under the treaties of 1832 and 1836, and in numerous cases of litigation between the whites and Indians, in the investigation of which, it became necessary to visit the Indians at their villages.

The principal chiefs acknowledged the services, and admit that the amount charged is reasonable, and request its payment; and the services being otherwise clearly proven, the account is allowed, ($450.)

No. 52.

William S. Vail

This claim is for clothing furnished to the family of John B. Chandenois. The account is proved, and the receipt of the goods acknowledged. Deducting for error in extending, $2.50, and the balance of the account is allowed, ($76.13.)

No. 53.

John Hascall

This claim is for boarding Indians, nursing an Indian woman, and a few articles sold them in 1834; $123.50 of this claim is for boarding Indians, at $3 per week. I can in no case do justice to the Indians as a nation, and allow for boarding any one of them over $1 per week. This part of the claim, therefore, is allowed for only $41.17. For nursing the Indian woman $3 is sufficient; and, determining the justice of the remaining charges by the overcharges for boarding and nursing, I can allow but 50 per cent. of the remaining $56 of the account, being $28. The claim is therefore reduced to $72.17, which amount is allowed.

Amount of claim - $189.50
Deduct on account for boarding - - $82.33
Deduct on account for nursing - - 7.00
Deduct for overcharges on sundries - - 28.00

Amount allowed - - - $72.17

No. 54.

John B. Godfroy

This claim presents itself in a shape somewhat different from any other which has been submitted. I became personally acquainted with the claimant in August, 1836, from which time till 1839 I frequently passed the night at his cabin. During this time I had frequent opportunities of observing the character and business habits of the claimant. He always
Doc. No. 143.

appeared to me to be a very honest, simple, and illiterate man. He kept a small trading establishment of articles common for the use of the Indians. He had commenced with a capital of about $15,000, given him by his father, and when I last saw him he was very poor. This change in his circumstances is easily traced. His cabin was the common and continual resort of the Indians, and the careless manner in which he kept his accounts leaves no doubt in my mind but that he did not charge the Indians with one-half of the articles they received. He would sometimes make his mark with chalk, or his knife, on the logs or puncheons of his cabin, but very often not even this imperfect record. When I questioned him on this matter, he said that the Indians were very poor, and, as he had lived among them so long, he could not see them starve while he had anything to afford them support; and as the Indians had nothing to pay with, he supposed there was no use in keeping an account.” From my own knowledge of this man’s affairs, I have no doubt but that the Indians honestly owe him twice the amount he now claims. But as this is all he can present, from his imperfect mode of keeping accounts, and as the Indians, so far as I have seen them, (Sawina-suck, Spor-te-a, and Puskwej,) acknowledge their indebtedness, I feel compelled, though the items are not furnished, to recommend the payment of the claim, as corrected in the footing, for the sum of $408.50.

Allowed, $408.50.

No. 55.

Jonathan A. Liston, assignee of Richard L. Britton $10,000 00

This claim originates in the sale of a quarter section of land reserved at the treaty of Tippecanoe, in 1832, to an Indian named Francis Page. In 1833 this Indian sold this reservation (not then located) to claimant’s assignor, for $350, the payment of which is sufficiently proven. At the time of the sale the Indian had not attained the age of 21 years, rendering the conveyance void in law. The claimant immediately commenced exploring the country, for the purpose of making a valuable location for his own benefit, and did locate the land on Turkey Creek prairie; but in a short time the land thus located was covered by a pre-emption float, and claimant’s assignor again commenced an examination, which resulted in the selection of land that subsequently became a town site. In the mean time the Indian became of age, and, having discovered the value of this last location, again sold the reservation to Charles W. Cathcart, Esq., for $2,560. It is no matter in what way the Indians obtain money, if even by fraud, as in this case; for, if it be applied to their common use, it constitutes a proper charge, beyond a question, against them, to the amount thus obtained and so applied, as they must otherwise go in debt for the articles which they are thus enabled to pay for. In this case, the time, labor, and expense of claimant, which has been great, with a view to his own individual benefit, results to the advantage of the Indians, who, through one of their own number, have actually received the sum of $2,910 for a property which, had it not been for the exertions of the said Britton, would not have been considered worth more than $400. Under all the circumstances, I am of opinion that claimant is entitled to a sum equalling the one-half of the last sale, or $1,280.

Allowed, $1,280.
No. 56.

George Busha

The claimant is a baker, and has credited the Indians since 1833. It is in proof, and also within my own knowledge, that the claimant is a simple, honest, and kind-hearted man. It is also in proof that he is incompetent to keep accounts, except by hieroglyphics, or notching a stick; yet such is his character for honesty, that his white customers do not question the accuracy of his accounts. His charge for bread and provisions furnished the Indians for 7 years, is $262 68, and in making up this amount he specifies the particular bands or families against whom charges are made. Taking into consideration the character of claimant, and the knowledge which I possess of his transactions with the Indians, I think it perfectly safe to allow him 75 per cent. of this branch of his claim, being $197 01.

The remaining part of the claim, as exhibited, being a bill of items for boarding and lodging Indians, ($250 37,) embraces the time only that the Indians were at South Bend, during the council of 1840, and when giving testimony in this investigation. These charges were made by a clerk, but are only sustained by the deposition of Busha. From an examination of this part of the claim, I can allow only 50 per cent.

Allowed on 1st part of claim  
$197 01
Allowed on 2d part of claim 50 per cent.  
125 18

Whole amount allowed  
322 19

No. 57.

Jonathan A. Liston

This claim is for professional services as attorney and counsellor. It appears that the Indians have, for many years, traded extensively at South Bend, Indiana; and that it is a place of much resort for them, and their transactions frequently involve them in litigation. The claimant appears to have had their confidence, and in their difficulties invariably was called on for counsel. In the progress of his business with them as attorney, he appears to have regularly credited them for payments made—his claim being for the balance yet due him. I examined many of the Indians in relation to the claim, who all concurred in the opinion that it ought to be allowed; as he had done them much service for which he had made no charge whatever. The claim is, therefore, allowed for $265.

No. 58.

Jeremiah Corry

This is a claim for a colt supposed to have been stolen by Monuquet, son of chief Monuquet. The testimony does not prove the taking of the horse by the Indian; and the hearsay evidence, through Maw-wa-es-sa, of young Monuquet having possession of a colt answering the description, independent of the inadmissibility of such testimony, loses its force entirely in view of the unkind feelings of Maw-wa-es-sa towards Monuquet. Disallowed.
Timothy Harris

This claim is for goods sold and delivered to the Pottawatomi Indians, and is sustained by the affidavit of claimant and his clerk, Leonard G. Harris.

There is $3.50 to be added for error in carrying out the account of Momshaw-wa and Keseus, and 10 cents to be deducted for error in footing up, bringing the claim to $696.16; from which deduct two charges, for interest, amounting to $12.02, and the balance ($684.14) is allowed.


Morrison, Harris, & Co.

This claim is for goods sold the Indians in the course of their regular business as merchants. The books are regularly kept, proven to be books of original entry, and the delivery of the most of the articles proved by Judge Beebe, and is allowed, $156.79.

John Egbert

This is a claim founded on a note, unsustained either by affidavit of claimant or proof of consideration of any kind, and is therefore disallowed.

J. H. Ritner

This is for saddlery furnished to the Indians; and, being satisfactorily proved, is allowed, adding 50 cents for error.

Allowed, $55.50.

E. Winslow, M. D.

This claim is founded on a judgment against Joseph Bertrand, jr., a half-breed Indian, and is sustained by a transcript of the docket of Jonathan Brown, a justice of the peace for Berrien county, Michigan. The judgment shows that it was for medical service. The claim is therefore allowed, ($35.03.)

H. Morgan and N. F. Broderick, administrators of the estate of Stephen Downing

This is a claim founded on charges for 5 rifles and 1 horse, amounting to $141, and $800 charged for "keeping," and meat and flour furnished to the Moran family. This claim is not sufficiently sustained; and if it were,
its allowance is barred by the acceptance of $100, allowed Stephen Downing, at the treaty of Chicago, in 1833. The whole claim, therefore, is disallowed.

No. 65.

S. Adams

This claim is considered as No. 6 of claims for depredations.

No. 66.

John B. Ducharme

This claim is considered as No. 4 of claims presented by Indians and half breeds.

No. 67.

John Kroner

Claimant charges for services rendered to Mitch-i-to-an-qua, who was committed to jail for horse stealing. No proof whatever is offered to show that any service was rendered, which, independent of all other considerations, prevents the allowance of this claim. It is therefore disallowed.

No. 68.

Archange Lacroix

This claim is presented in the shape of a memorial, setting forth that the husband of claimant, Hubart Lacroix, was engaged in the Indian trade from 1814 to 1820, and that at the time of his death, in 1828, the Pottawatomies owed him, in notes and on book, more than $4,000; that the books and papers of deceased were handed to his brother, and have never since been in possession of the claimant. There is no proof to sustain this claim, or to call for any remarks, were it not that much sympathy has been expressed, in behalf of the claimant, by many respectable citizens of the country. Not allowed.

No. 69.

C. Watherby

This claim is for a gun, and ploughing, but not sustained, and is therefore disallowed.

No. 70.

Hamilton & Tabor

This claim is founded on three notes, with bills of items attached to two of them, and the consideration of the remaining one proved by Thomas Robb, who witnessed it.

Allowed, $19 38.
Edward Ballenga

This claim is proven satisfactorily, except a note signed by Richard Clements, for $2 60; deducting which, and 50 cents for liquor, reduces the claim to $43 20, which is allowed.

Allowed, $43.20.

Sheriff and clerk of circuit court of Lagrange county, Indiana

This claim is for fees accruing in a prosecution against Mitch-eta-uqua for horse stealing. The defendant was not convicted, and, of course, the account is disallowed.

No. 74.

Wheeler & Co.

This claim is for goods delivered; amount properly proved, and therefore allowed.

Allowed, $29 68.

David P. Bourie

This claim was investigated by Colonel Edmonds in 1837, with the exception of $24 09, which is a balance accruing since that investigation. Three hundred and seventeen dollars, mentioned in the report of Mr. Edmonds, in 1837, as being paid by Ewing & Tabor, claimant avers that he never received. If this be so, he has a just claim for that amount against Ewing & Tabor or the Indians. The remainder of the claim having been decided by Colonel Edmonds upon its merits, and presenting itself now in no new light, and with no additional testimony, is disallowed. There is, therefore, but $24 09 of this claim allowed.

Allowed, $24 09.

William G. Knaggs

Two hundred and fifty dollars of this claim appears to be a balance which was due from claimant to Mack & Conant (the merchants from whom he purchased goods) at their final settlement. This amount, it appears from the letter of Judge Conant, was paid by the bail of claimant; and a failure in business to this amount is evidently the ground on which the Indians are charged with that sum. This portion of the account is previous to the treaty of Chicago, and claimant was allowed then $100; and, by a provision appended to that treaty, barred from any further claim prior to that date.

The balance of the claim, being for a horse, saddle, and bridle, is acknowledged by the Indian to be just, and I therefore allow on this claim $70.

Allowed, $70.
Abner Stilson, sen.

Claimant kept a public house at Goshen, Indiana, on the route of the Indians between White Pigeon and Turkey Creek prairies.

He presents his account for provisions, horse feed, &c., amounting to $155 12. This portion of the account is sufficiently proved by the clerk who made the charges. The balance of the claim is for an ox stolen, charged at $50, and $5 as cash paid for attempting to recover the said ox, and $30 for detention of family while moving or emigrating, occasioned by the loss of the ox. The fact of the possession of the ox by the Indians is clearly proven; and, taking into consideration all the circumstances, it appears to me that $205 12 would be a fair compensation, and is therefore allowed.

Allowed, $205 12.

Joseph Barron, sen.

This claim is taken up and considered in a different order from that in which it is presented.

No. 2 is Henry Barnett's receipt for $103, paid to him by claimant, for I-o-owa, a Pottawatomie chief, and is dated September 29, 1836. No. 4 is H. A. Smead's receipt for $300, paid by claimant for goods and provisions for Pottawatomie Indians, and is dated October 8, 1836. No. 5 is a copy of Tipton and Vigus's receipt for $550, paid to them by Ewing, Walker, & Co., on account of Joseph Barron, jun., and has on its face evidence of its having been copied from an original, that in the body thereof would undoubtedly throw light on the subject; as it is, I can see nothing that can even for a moment lead to the belief that it is an equitable claim against the Indians. If there are other papers with the original that can possibly prove it a fair claim, it is to Joseph Barron, junior, and not Joseph Barron, senior, that the Indians should account. No. 6 is a certificate of James Moore, (with an affidavit attached,) that he sold goods to the amount of $200 to Joseph Barron, sen., in June, 1836, and received payment ($200) previous to June 12, 1840. No. 7 is John Green's receipt for $150, paid to him by Joseph Barron, sen., for shoes for the Pottawatomies of the Wabash, and is dated "1837," "Logansport," and inserted in the wrong place, and in different ink, &c., "Oct. 15," as is evident by referring to the receipt.

I am constrained to disallow Nos. 2, 4, 6, and 7, because they are simply notes, not proven to have been given for a consideration, vague, indefinite, altered in date in one instance, and are all of them prior to the report of Colonel Edmonds, at which time, as he was then on the ground, there is no question but that claimant presented, and was allowed, all that was then due to him. Colonel Edmonds, in rejecting his claim, then, may not have had the whole of these papers before him, and it may be that they are honestly due to him; if so, he can no doubt establish the fact. I must disallow them, as also No. 5, for reasons heretofore set forth. No. 1 is the amount of a judgment against Pash-pa-ho, paid by claimant; is admitted by the Indian, and is allowed for $20.

No. 3 is Harrison Burnett's receipt for the amount of an execution
against Pash-pa-ho, paid by claimant, which is admitted by the Indian, and allowed for $35.

No. 3 is the amount of a bill of goods sold by order of General Tipton, Indian agent, and certified to by N. D. Grover, sub-agent, and is allowed, (§356 12.)

<table>
<thead>
<tr>
<th>Whole amount claimed</th>
<th>Disallowed, No. 2</th>
<th>Disallowed, No. 4</th>
<th>Disallowed, No. 5</th>
<th>Disallowed, No. 6</th>
<th>Disallowed, No. 7</th>
<th>Balance allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$2,014 12</td>
<td>$103 00</td>
<td>$500 00</td>
<td>$650 00</td>
<td>$200 00</td>
<td>$150 00</td>
<td>1,603 00</td>
</tr>
</tbody>
</table>

Balance allowed: 411 12

Samuel Milroy

The claimant is the United States Indian agent, and late superintendent of emigration. A part of the claim, amounting to $96 49, is for articles necessary for the use of the Indians, and judiciously furnished, as will appear by the vouchers accompanying this report.

The balance of the claim ($625) is a charge of salary as superintendent of emigration, from the 1st of October, 1839, till the 30th April, 1840, at which time the duties were transferred to General Brady. It will be seen that the deduction is made by General Milroy, in the presentation of his account as superintendent of emigration, of $37 5, being his salary as sub-agent for the same time, leaving the balance as above charged. There can be no question as to the right of General Milroy to receive the amount above stated, $625; but as it is clearly payable by the United States, and not by the Indians, this claim is only allowed for $96 49.

Allowed, $96 49.

No. 79.

Charles Lucie

Claimant lives in a retired situation, and is unable to prove his charges by any other evidence than his own oath and the presentation of his books. The charge of $34 for goods in bulk, not naming the Indian who got them, cannot be allowed. The balance of $71 appears to be just, and should be allowed.

Allowed, $71.

No. 80.

Cicille Antilla, (by her trustee, E. V. Cicott)

This claim is for ferrying the Pottawatomies over the St. Joseph river, at Bertrand, in Michigan. Joseph Bertrand swears to the contract, but does not say that the Indians agreed to pay any specific amount. The sum of $150 would probably be a reasonable allowance.

Allowed, $150.
No. 81.
Charles Labee - - - - - $500 00.

No. 82.
Margaret Bouressa - - - - - $350 00.

No. 83.
J. B. Ricar, (alias Sorelle) - - - - - $400 00.

No. 84.
Francis Page - - - - - $1,500 00.

These claims are all of them without date, specification of items, or proof to sustain indebtedness to any amount, and therefore disallowed.

No. 85.
Ezra Roberts - - - - - $30 00.

This claim is for boarding and nursing an Indian; and, in addition to the testimony offered, is, within my own knowledge, just, and is allowed.

Allowed, $30.

No. 86.
E. E. Maxon - - - - - $300 00.

This claim is considered as No. 7 of claims for depredations.

No. 87.
Doctors Rex and Willoughby - - - - - $50 00.

This claim is, to my own knowledge, just and reasonable, and the services performed at my request.

Allowed, $50.

No. 88.
Uri Metcalf - - - - - $29 00.

This is a claim for blacksmithing, &c.; and, being at fair prices, and well proven, is allowed.

Allowed, $29.

No. 89.
Rinehart Cripe - - - - - $570 00.

This claim is considered as No. 8 of claims for depredations.

No. 90.
E. V. Cicott - - - - - $100 00.

This is a note for $100, signed by Che-chaw-cose, Louison, and Bezany, without date. The consideration is services rendered the tribe. What
the services were does not appear from any thing in the paper; but from
the great anxiety expressed by the chiefs in my presence that it should be
paid, and taking into consideration the intelligence of the chiefs, which
precludes the idea that they could be easily imposed on, I feel constrained
to recommend its allowance.
Allowed, $100.

No. 91.

Timothy Harris

$388 75

This claim, so far as it is for goods sold and delivered, is satisfactorily
sustained, deducting, however, 50 cents for error in Maschen's account.
The claim of $40 for hogs stolen is not sustained by the testimony; and the
amount allowed on the whole claim is therefore reduced to $248 50, the
payment of which is recommended.
Allowed, $248 50.

No. 92.

J. Gerrish

$15 64

This claim is for goods and money, and is satisfactorily sustained, de­
ducting $1 for a charge as damage done some skins. The amount al­
lowed therefore is $14 64.
Allowed, $14 64.

No. 93.

Benjamin Mandlin

$85 00

No. 94.

G. W. Stewart

$260 00

No. 95.

W. Whitaker

$60 00

These claims are considered as Nos. 9, 10, and 11, of claims for depre­
dations.

No. 96.

Mrs. P. Abbott

$15 00

This claim is for the value of a gun borrowed by an Indian, and ac­
knowledged by him to have been lost in the Gallian river. This is suffi­
ciently proven, and is allowed.
Allowed, $15.

No. 97.

Doctors Dayton and Merritt

$10 00

This is a claim for medical service, and is admitted by the Indians. My
knowledge of the parties presenting the claim and the admission of the
Indians induce me to allow it.
Allowed $10.
James Frier $40 00
This claim is considered as No. 12 of claims for depredations.

Francis Cicott $1,319 00

James Cicott $145 00

Robert Abbott $2,108 75

Jonathan Dean $125 00
These claims are considered as Nos. 13, 14, 15, and 16, of claims for depredations.

Gordon, Belcher, & Stuart $300 00
This claim is for services as counsellors and attorneys at law, in defending an Indian by the name of Jim, alias Nett, alias It-sin-a-man, on an indictment of murder, at the June term of the circuit court of the county of Kalamazoo Michigan, in 1840. It appears to me that when an Indian, as in this instance, has violated the criminal laws of a State, and is given up by the tribe, to be dealt with according to the laws so violated, that no charge for services as attorneys and counsellors can properly rest against the tribe so giving up. The claim is, in any event, unsupported by testimony sufficient to show that the claimants were employed by the Indians to defend Jim, alias Nett, alias It-sin-a-man, or that the charge is reasonable for the service performed; the claim is therefore disallowed.

Dorothy Wisner $5,000 00
This claim is considered as No. 17 of claims for depredations.

Kalamazoo county, Michigan $878 15
This claim is for costs accruing in the trial of Jim, alias Nett, alias It-sin-a-man, for the murder of Wisner. There are several objections to the claims: 1st. It forms part of the sentence of a criminal, that he shall be retained in custody until the costs of prosecution are paid. 2d. The Indians permitted this man to be given up for trial and punishment, under
the laws of Michigan, and his case can in no manner differ from that of a white man under similar circumstances; and I cannot therefore see any just reason why the tribe to which he belonged should be held liable for the costs, as charged in this claim. And, 3d. The fee bill is not such an exhibit of charges, or in such a shape or form, as a defendant has a right to require. It is not, in fact, in its present form, entitled to the consideration due to an imperfect memorandum, and is disallowed.

No. 106.

Theodore Craft - - - - - - $94 00

No. 107.

Francis Dumay - - - - - - $795 00

These claims are considered as Nos. 18 and 19 of claims for depredations.

No. 108.

Jacob S. Carter - - - - - - $70 16

This claim is founded on judgment obtained before Justice Wills, of Laporte, county, against Lazarus Bourissa, in which Ashley Kellog became special bail. The consideration of the judgment is not attempted to be proved, nor does it appear that a scire facias ever issued against the bail. It is disallowed.

No. 109.

Mrs. Archange Whipple - - - - - - $3,500 00

This claim is considered as No. 20 of claims for depredations.

No. 110.

J. C. Waldoe - - - - - - $288 24

This claimant presents a note, signed by Pash-po, alias Pash-po-ha, chief, for $28, dated November 16, 1839. No items exhibited, and no such such general evidence adduced as would enable me to know or believe in the existence of a valuable consideration. Account against Pash-po-ha, as exhibited by bills of items, is $109 26. Account against James Jackson, as exhibited by bill of items, is $60 82. Account against Wish-co-mac, as exhibited by bill of items, is $90 62.

Pash-po-ha says that on his return from South Bend council, in June, 1840, he received from Waldoe $50 worth of goods, and distributed among his band; and Wish-co-mac got of him an overcoat of pilot cloth, worth $28, but got no cloth. They say that Waldoe insisted on selling them goods on credit, saying, as they were about to be removed, he could get the money.
Doc. No. 143.

These accounts are all charged since the council at South Bend, at which these Indians had agreed to emigrate peaceably.

Amount of claim as presented - - - $288 24
And for error in adding up Wish-co-mac's account - - - 50

True amount claimed - - - 288 74

Amount admitted by Pash-po-ha - - - $50 00
Amount admitted by Wish-co-mac - - - 28 00

On balance of bills of items, 33¼ per cent., which balance is $182 74, and gives - - - 60 91

Amount allowed, $138 91.

No. 111.

Strother M. Beeson, assignee of E. Winslow, M. D. - $500 00

This claim is for vaccinating, since 1833, by order of Col. Owen, then Indian agent at Chicago; and for medical attendance on the Indians, in the vicinity of Carey, Missouri. The account and services are proven, and allowed for the sum claimed, $500.

Allowed, $500.

No. 112.

B. W. & M. Finch - - - $500 00

Claimants kept a ferry at Niles, in Michigan, from 1830 till 1832, inclusive; and it is proved that they kept two hands employed, and that about one-half the ferrying done was for Indians. In this case, after a careful examination of the papers filed, and taking into consideration the fact that, at the time the service was performed, the claimants used as a landing the ground actually belonging to the Indians charged, I can in justice allow this claim for only $300, believing that in so doing justice is done to both parties.

Allowed for $300.

No. 113.

Joseph Bertrand, jun. - - - $2,213 40

This claim is considered as No. 5 of claims presented by Indians and half-breeds.

No. 114.

Francis Comparet - - - $980 46

This is a claim for goods sold and delivered. It is sustained by two affidavits, made by disinterested persons; the one testifying to the sale and delivery, and the other to the books of original entry and correctness of transcript accompanying this report. The accounts are numbered, and a careful examination shows many errors, that I believe to be uninten-
Doc. No. 143.

Tional, as claimant's reputation for honesty is good, and the errors may very well be attributed to his ignorance of the English language to a great extent, book-keeping, &c. A number of the Indians have acknowledged to me their indebtedness to claimant. I deduct from this claim, for liquor and erroneous calculations, the sum of $98 76, leaving a balance of $881 70, which is allowed.

Allowed, $881 70.

No. 115.

Mumford Eldred, jun. $72 48

This is a claim for goods, &c., sold to the Indians, and a charge of $10 for interest. The claim is sustained, subject to a deduction of $4 overcharged on a coat, and $10 charged as interest.

Amount claimed $72 48

Deduct $10 charged as interest, and overcharge on coat 14 00

Balance allowed $58 48

No. 116.

Mumford Eldred $663 00

This claim is considered as No. 21 of claims for depredations.

No. 117.

Brown, Brigham, & Co. $111 36

Claimants keep a store, and are regular merchants in the county of Kalamazoo, Michigan. Their own affidavits are affixed, as also others. The account is erroneously footed; it should be $104 39; and from this amount I deduct 50 per cent. on all charges for "sundries," as a safe rule, where charges are in so indefinite a shape, even though the claimants are respectable persons. In some instances I have allowed nothing for all charges for "sundries," but in so doing I have been governed by degrees of proof adduced. The charges for "sundries" amount to $44 20, the one-half of which ($22 10) I deduct from the correct amount of the claim, leaving a balance, which is allowed, of $82 29.

Allowed, $82 29.

No. 118.

Jordan Vigus, surviving partner of Tipton & Vigus $222 33

This claim is founded on a judgment obtained in the Fulton county circuit court against Pash-a-pa-ho, alias Pash-po-ho, a chief of the Pottawatomies. The defendant, being destitute of property, was, by arrangement of parties, discharged previous to the removal of the first detachment of Indians in 1840, with which he emigrated. The claim should be allowed in full for $222 33.

Allowed, $222 33.
No. 119.

S. A. Bernier  

This claim is for a horse sold to an Indian previous to the emigration of the first detachment in 1840. The sale was made by my request, as the Indian was very poor, and had no means of transporting his wife and child comfortably without a horse. The price is low, compared with the value of the horse, and is allowed.

Allowed, $50.

No. 120.

George Colt & Co.  

This claim is very satisfactorily sustained, and is therefore allowed.

Allowed, $296 97.

No. 121.

Elisha Belcher  

The magnitude of this claim has called for a minute investigation of the testimony accompanying it, claimant having produced no evidences of purchase to a large amount, or shown invoices evidencing that any capital was employed in the Indian trade, other than the testimony of Samantha Wood, a member of his own family. She swears that in November, 1831, the claimant "purchased a large quantity of Indian goods, calculated for the Indian trade; that he started with these goods for a trading post somewhere on Grand river and that, to the best of her knowledge and belief, these goods amounted to about $12,000." This opinion of a woman, being a member of his family, and her capacity for judging of quantity or value of goods questionable, and evidently formed without an examination of them, cannot be entitled to weight, but shows a disposition, on the part of the witness, to make testimony for the claimant. The same witness swears that in December of the same year a further supply of goods was taken to the trading post of the claimant, and that on her arrival there, in April, 1832, she found "a large quantity of well-assorted Indian goods." By her testimony, she appears to have lived at the "trading post" but six months, as she returned with the family of claimant, in November, 1832. I cannot, therefore, admit her testimony to possess conclusive weight, previous to her arrival at the trading post; and I can allow it but little weight, as bearing upon those six months, in consequence of her too great freedom in swearing to value and fitness of the goods forming the first outfit or adventure of the claimant. All the testimony of this woman (and upon it the claim is principally based) appears to be mere hearsay or impressions received during her residence in the claimant's family.

Other testimony is produced, but not of that character that would sustain a claim for any definite amount. The location of the trading post, as set forth in the testimony, is such that no question exists but that at least one-half of this claim, so far as it may be just, is chargeable to the Indians north of Grand river, as the principal locations of Indians south of Grand river are not in the vicinity of the point set forth as the location of Mr. Belcher's trading post.
The facts that the goods are charged at very high prices; that no evidence is adduced to show that the Indians charged are not Ottowas north of Grand river; that the testimony is not conclusive; that the claimant is a lawyer, of some distinction as such; and that he has, under these circumstances, failed to sustain his claim by his own affidavit, compel me to disallow the whole claim.

Disallowed.

No. 122.

George W. Kuhn — $19 62

No proof whatsoever establishing this claim; it is therefore disallowed.

Disallowed.

No. 123.

Scott, Iten, & Co. — $2,103 57

This claim is sustained by the original books of entry being exhibited to me, and their proof as such; I deduct, however, first, for overcharges noted on bills of items, $291 12, and the charges made against the bands of Mos-suck, (No. 1,) Mac-ka-taw-co-ta, (No. 2,) and Chi-aw-ca-pee, (No. 9,) for provisions furnished them, amounting, for each band, to $48 25. I also subject it to a deduction of $36 18, or 25 per cent., as a safeguard against an overcharge.

Amount of claim — $2,103 57
Deduct for overcharges — $291 12
Deduct on provisions charged in bulk 25 per cent. — $36 18 327 30
Balance allowed — $1,776 27

No. 124.

Wm. B. Beeson & Co. — $12 00

This claim is sustained and allowed, it being for necessaries sold to a half breed.

Allowed, $12.

No. 125.

T. A. H. Edwards claims — $2,254 50

Claimant exhibited his books of original entry, of which the abstract accompanying this claim is a correct copy, so far as relates to Indian accounts. An error of 99 cents, in adding up, is deducted from amount of claim, and the balance is allowed.

Amount of claim — $2,254 50
Deduct error — $99
Balance allowed — $2,253 51
John Parnell claims

This is a claim against Joseph Bourassa, a half breed, on a note (the consideration of which is not shown) on which judgment was obtained before Robert F. Groves, justice of the peace, on the 21st April, 1837. No consideration being shown, and the claimant resting his claim entirely upon copies of the justice's docket, I cannot overlook the omission of the clerk of the Cass county circuit court to certify that Robert F. Groves was an acting justice of the peace at the time the judgment purports to have been rendered. The absence of claimant's affidavit that the judgment has not been satisfied, together with the imperfection of certificates, force me to disallow this claim.

Disallow.

Leon Bourassa claims

This claim is considered as No. 6 of claims presented by Indians and half breeds.

Jacob Beeson claims

The 3d article of the treaty made and concluded with the Pottawatomies by the United States, on the 27th day of October, 1832, provides for a grant to Wee-saw, by patent, of three sections of land. It appears that there were two chiefs of this name, Wee-saw, alias Louison, and Wee-saw, alias old Wee-saw. No distinction appears to have been made in the treaty, by which it could be clearly ascertained as to which of those Indians the land was intended for. In March, 1835, C. R. Green and Jacob Beeson (this claimant) purchased of Wee-saw, alias old Wee-saw, the three sections of land thus reserved, for which they paid $2,400, as is satisfactorily shown by the affidavits of Coquillard and Bertrand, and exhibit L—the said Bertrand, alias Ke-no-ess, a half breed, being joined with Wee-saw in a bond to perfect the title by obtaining from the President a patent, under the stipulation of the treaty, and procuring the location of the land.

The character of Wee-saw, alias old Wee-saw, his relationship to Topene-he, principal chief of the nation, together with the assurance of Joseph Bertrand, jun., alias Ke-no-ess, affords presumptive evidence that claimant purchased in good faith, and not doubting the legality of his title. Claimant employed a man by the name of Blake (see his testimony, marked B) to make the selection and procure the approval of the locating commissioners for the three sections; for which service said Beeson paid the said Blake $500. It appears that, in consequence of the selection thus made, the value of the reservation was very much enhanced. In the mean time, Wee-saw, alias Louison, set up a claim to the same reservation, and sold the same to Hyacinth Lasselle, sen., and others, who instituted suit in chancery, and have obtained a decree in their favor—all of which facts are sustained by the vouchers and papers accompanying this claim. I cannot
admit the liability of the Indians, as a nation, to the presumptive or con­
tingent damage, amounting, as in this case, to $8,249 97. Nor can I see
any good reason why they should be subjected to the payment of expenses
and interest charged for going to Washington to obtain a patent, amounting to $356, or the charge of $500 for a copy of the bill of chancery.

It is evident that the Indians, as a nation, have received the considera­
tion of both sales, and that the claimant, by his exertions and expenditure, enhanced the value of the property, and consequently increased the amount paid by the last purchaser. It therefore appears to me to be right and proper that this claimant should be allowed the amount paid the Indians, together with cost of location and interest on each sum, as also $125 paid, attorney's fees—the expenditure of that sum being forced upon him as the purchaser from chief Wee-saw.

Amount claimed - $12,800 00
Deduct amount disallowed - 8,610 97

Amount allowed - 4,189 03

No. 129.

C. W. Kendall & Co.

This claim is founded on a note, naming items, and its execution is proven; and the claim is therefore allowed, subject to a deduction of 13 cents for an erroneous addition.

Allowed, $18 49.

No. 130.

William Sille

This claim consists of sundry balances on notes and accounts; but the notes being neither presented, the consideration proved, nor their absence accounted for, I deduct their amount, to wit: $18 43, as also the amount of two accounts not naming the items, $4 96, from the amount of the claim; allowing the accounts against—

Abraham Burnett, for - $28 00
Bosiah - - 9 75

Amount allowed - 37 75

No. 131.

John Cisna

The first branch of this claim is founded upon a note given by Charles Anthony, a half breed, to Lazarus Bourassa, another, and placed subse­quently in the hands of claimant, to secure him in becoming bail for said Bourassa in a matter of debt due by Bourassa to Luther Rice, an Indian.

In the first place, the note is without Bourassa's endorsement; and, in the second place, there is no evidence of any kind that it is the property of claimant. It appears to be almost, if not wholly, a transaction among Indians, and certainly, upon its face, shows no right of property in claim-
The amount of this note and interest, in all $148 31¼, is disallowed. The second branch of the claim, so far as charges are made for ploughing, breaking land, and wintering cattle, I cannot allow, as to me it is evident that an Indian owing land, and himself deriving from it the sole benefit, should not only pay such debts himself, but possesses the ability to do so. This branch of the claim amounts to $95.

I deduct from the account, therefore, for ploughing, breaking land, and keeping cattle, $45; leaving a balance on the claim, which I allow, of $50.

Allowed, $50.

No. 132.
Heirs of William Cisna
This claim is considered as No. 22 of claims for depredations.

No. 133.
David Cooper claims
This claim is sustained by the certificate of J. C. Ducharme and the affidavit of P. Marantelle; deducting from it for overcharges, as noted on the bill, and the balance is allowed. Allowed, $55 72.

No. 134.
Simpson M. Cummins
This claim is for goods, and is sustained by the affidavit of George F. Whitaker. Allowed at $16 75.

No. 135.
Dr. Godfroy Boliski
This claim is for medical attendance 14 days, on Log-gee-ah, (meaning Lag-a-na.) It is sustained by affidavit of claimant, and the performance of the service is within my own knowledge, and at a fair price. Allowed, $25.

No. 136.
E. P. Taylor
This is a claim for bacon purchased by Alexis Coquillard, for Indians at "camp Wee-saw," when they were assembled for emigration. By the terms of the contract for removing the Indians, the contractor is bound to defray all expenses in collecting and removing them. This account, therefore, is not chargeable to the Indians. Disallowed.

No. 137.
Edward G. Adderly
This is a claim for saddlery sold the Indians, amounting to $488 35, to which add $1 for error in addition, making $489 35; from which de-
duct 10 per cent. on account of high charges, and the claim should be allowed for $440 42.

Amount of claim, as represented
Add for error
Deduct 10 per cent. for high charges

Amount allowed

No. 138.

William Brewster, surviving partner of W. & F. Brewster, assignee of Jos. Bertrand, claims $4,521 86

An allowance on account of this claim was made at the treaty of Tippecanoe in 1832, and at Chicago in 1833, to the amount of $2,200. Joseph Bertrand testifies that the note upon which the claim is founded was given, or intended to be given, to Brewster, as security for the payment of $2,200. Be this as it may, at the treaty of Chicago $700 was allowed upon this claim, and its receipt acknowledged by claimant. He is of course, by the provision appended to that treaty, barred from any further allowance upon this claim.

Disallowed.

No. 139.

Mrs. Martha Gray claims $10 75

The good character and affidavit of the claimant sustain this claim satisfactorily; of its honesty there is no question; I therefore allow it.

Allowed, $10 75.

No. 140.

Dr. J. A. Hendricks $150 00

This is a claim for medical attendance and medicines, and is proved by Alexis Coquillard's affidavit.

Allowed in full, $150.

No. 141.

John D. Lasley $501 00

This claim is proved satisfactorily, subject, however, to a deduction of $140 for an overcharge on "pacing poney;" $123 being the amount of Joseph Bertrand's note, considered as not explained; and $50 for goods charged in bulk to Mongo; making, in all, $313. That I must deduct, allowing the balance, to wit:

Allowed, $188.

No. 142.

Amos Bargdoll claims $9 75

This claim is for mending gun and pistol for an Indian, on my order, when they were collected for emigration.

Allowed, $9 75.
This claim is for goods sold and delivered, all of which is proven by the affidavit of C. B. Chandonnois, her son.

Deduct for goods charged in bulk

Balance allowed

Mary Naddan

Lawrence J. Bertrand

These claims are considered as Nos. 7 and 8 of claims presented by Indians and half breeds.

No. 146.

George Sumption

This claim is considered as No. 23 of claims for depredations.

No. 147.

Leander Metty

This claim is for goods furnished in 1828 and 1836, supported by the certificates of three persons, and the admission to me by the Indians of its justice; and such is the character of the Indians making the admission, that I have no hesitation in saying that it ought to be allowed.

Allowed, $53 50.

Joseph Bertrand, senior, by his assignee, A. Coquillard

This is a claim somewhat different from any other which has been presented to me. On the 10th of August, 1837, claimant made a settlement with 18 chiefs and headmen, many of whom are known to be intelligent and shrewd men, in the presence of several educated half breeds. During my intercourse with the Indians in 1840, several of those who signed the "settlement" admitted the justice of this claim, and seemed desirous that it should be paid. Bertrand seems to have thought that this admission of his accounts, and the paper herewith presented, would be satisfactory evidence of his claim, and took no further trouble to preserve his books, which now prevents him from being able to produce books or items.

I feel unable to make a decision upon this claim that would do what I conceive to be justice to the parties, and at the same time conform with the instructions of the Department. The chiefs and headmen, who have design the acknowledgment of indebtedness in this case, would be compe-
tent to make a treaty with the United States; and it is therefore difficult to draw the distinction, and say why they are not competent to acknowledge their indebtedness to an individual. In the absence of instructions, I would recommend its payment; with those instructions before me, I am compelled to disallow it.

Disallowed.

No. 149.

S. M. Beeson, (assignee of Jacob Beeson,) Job Brookfield, and
Noah Brookfield, claim $875 00

This is a claim for ferrying the Indians across the St. Joseph river, at Niles, for two years and eleven months. It is proven that the ferrying was done under contract made with James Stewart, then sub-agent at Carey, Missouri, and that the charge was low. As, however, the witness proving the agreement can only swear to the continuance of the ferry by said Brookfield up till the spring of 1835, I deduct, for one month, $25; allowing the claim at $850.

Allowed, $850.

No. 150.

Elmer Rose claims $273 00

This claim is for horses, &c., furnished to chiefs of the tribe, previous to the removal of the first detachment in 1840. The charges in this claim were made in my presence, and are known by me to be correct.

Allowed, $273.

No. 151.

George Meacham $1,265 00

This claim is considered as No. 24 of claims for depredations.

No. 152.

A. Clark claims $5 00

Account proved, and claim allowed.

No. 153.

D. H. Colerick $2,200 00

This is a claim for services said to have been rendered by the claimant as counsellor-at-law for the Pottawatomie Indians. There is no testimony to sustain this claim, except the affidavit of the claimant; his affidavit shows that he does not understand the Indian language; and claimant has failed to produce the testimony of any interpreter as to the nature and terms of his employment. Claimant avers, in his memorial, that, at the treaty of Tippecanoe, in 1832, he (claimant) obtained for said Indians an allowance of $40,000 or $50,000 as a compensation for damages sustained by improper locations of Michigan road lands. If the Indians are liable to claimant, as stated, it is susceptible of proof by claimant; and this he has failed to do. And a reference to the schedule annexed to the said treaty.
shows an allowance to him at that time, of $150. From the testimony before me, I am compelled to disallow the whole claim.

Disallowed.

No. 154.

H. Lasselle - - - - - - - - - - - - - - - $72 75
This claim is founded on notes, without producing proofs of consideration, or his own affidavit that they have not been paid.

Disallowed.

No. 155.

Nelson Pollard - - - - - - - - - - - - - - $40 00
This claim is for two and a half months' work, and is proved by the affidavit of Adoniram Judson.

Allowed, $40.

No. 156.

John Pike - - - - - - - - - - - - - - - $600 00

No. 157.

E. D. Woodbridge, for the use of Jonathan A. Liston - - - $250 00
These claims are considered as Nos. 25 and 26 of claims for depredations.

No. 158.

Henry Taylor - - - - - - - - - - - - - - - $300 00
This claim is founded on three notes for horses sold the Indians. Taylor is married to the daughter of Mes-an-o-qua, alias Mes-sah, and the charge here presented is for horses sold to this family. Note No. 1, for a horse sold to Paw-pee, is charged to the Indians in another claim; and the horse was kept by Taylor for his own use. No. 2 is a note of $90 for a horse for Cow-e-sot; this woman is one of Taylor's Indian wives; and the horse is charged to the Indians in another claim. No. 3 is for a horse for Mes-sah; she acknowledged that she had the horse from Taylor, and the horse was probably worth the price; but, from all the facts presented in this case, and considering it altogether a transaction of one family, I cannot allow any part of this claim.

Disallowed.

No. 159.

Leonard B. Rush - - - - - - - - - - - - - - - $79 00
This is a claim for medicine and medical attendance, and being, by the affidavit of claimant, (and within my own knowledge, in part,) satisfactorily sustained, is allowed.

Allowed, $79.

No. 160.

Samuel L. Cotterell - - - - - - - - - - - - - - - $551 00
This claim is considered as claim No. 27 of claims for depredations.
No. 161.

L. M. Alverson - $4,435 99

This claim is amply sustained, subject to a deduction of 10 cents for error in addition, $30 for high charges, $10 29 for Peter Sancet's note, $2 10 for balance on Num-kee's note, and $13 75 for To-waun's note, (these last notes, not showing any consideration;) amounting, in all, to $56 24. This claim is allowed, therefore, for $4,379 45.

Allowed, $4,379 45.

No. 162.

Joseph Andre, jun. - $500 00

The claimant in this case claims the sum of $500, being, as he states, the amount of the consideration paid by said claimant to one Charles Lucie, who purchased of an Indian chief, by the name of Au-na-wa-tenesh, a certain tract of land. It is unnecessary to assign all the reasons that suggest themselves against this claim, it being sufficient for its rejection that claimant and Lucie are both white men, and no proof made that this is an equitable claim against the Indians.

Disallowed.

No. 163.

A. Coquillard - $270 00

This is a claim for two horses, three saddles, and a coat, partly got by my order, for Indians that were destitute, and all properly sustained.

Allowed, $270.

No. 164.

Elisha Egbert claims - $753 20

This claim is for goods, wares, and merchandise, sold and delivered to the Indians, and is satisfactorily proved. There are three errors noted, one in favor and two against the claimant: Add for error $3 38; making the just amount of the claim $757 08, for which sum it is allowed.

Allowed, $757 08.

No. 165.

Thomas J. Cummings - $1,250 00

This is a claim founded on a note shown by claimant to have been sent west of the Mississippi for collection. There is nothing but the claimant's affidavit to show the existence of said note; and, as it may, if existing and honestly due, be paid before this time, it is of course disallowed.

Disallowed.

No. 166.

Lester Barnes - $107 37

This claim is well and satisfactorily proved. I deduct from it $5 76, for interest charged, and the balance is allowed.

Allowed, $101 61.
The first document constituting this claim is a memorial addressed to the President of the United States, dated September 15, 1835, signed by 101 Indians, and witnessed by P. Marantelle and Francis Mouton, by which those Indians acknowledge themselves indebted to claimants in the sum of $3,300. A schedule is presented, dated November 4, 1834, charging balances, in bulk, to 125 Indians; amounting, in the aggregate, to $2,039 75. Of this amount, $922 28 is charged in bulk against the "nation" and individual Indians not named, nor is there any date, except in the caption of the schedule, which would show whether any or what amount would be barred by the treaty of Chicago, in 1833, under which the claimants received $2,000. It is plain that this schedule, (and in it are charges for damages done to cornfield, unsustained by any proof,) constitutes the basis of the claim set up in the memorial addressed to the President. There is a charge of $1,197 06 for interest, which I disallow. The account No. 2, for $395 51, is not accompanied by a voucher; neither is No. 3, for $112 13; but the books of original entry were shown to me, and examined, and appeared to be fair. I would, therefore, recommend the payment of these two last, amounting to the sum of $507 70; as also the amount paid to P. Marantelle, for boarding Pierre Moran and an old chief, being $150.

Amount allowed, $657 70.

Patrick Marantelle

This claimant purchased the stock of goods of P. & J. J. Godfroy, at Not-tawasippi, in 1836, and has since then been trading on his own account. The first branch of this claim is for $3,697 57, and is satisfactorily sustained. I deduct from it, for balance in errors, in addition to $2 76, articles charged without specification, and not proper for use of Indians, $164 24; and amount charged for damage to cornfields, &c., $700, but not satisfactorily sustained—which amounts, making, in all, $867, being deducted from amount claimed, leaves, proper to be allowed on this branch of the claim, $2,825 57. The second branch of this claim consists of a bill of goods, principally provisions, amounting to $348 69; from which I deduct, for jugs, 63 cents; for pasturing horse, use of mare and colt, and use of rifle, $21 75, overcharge in 253 meals at 25 cents, and 1,200 cold meals at 12½ cents, $71 08; amounting, in all, to $93 46—leaving a balance on this branch of the claim, satisfactorily sustained, of $255 23. The third branch of this claim is for goods. The amount claimed is $2,621 81; but the abstract (C) shows only $2,607 74, all of which is satisfactorily sustained, subject, first, to a deduction of $300 for nursing sick Indians, not sustained; and, secondly, to a deduction of $800 for boarding Indians, not sustained. (The 2d branch of this claim has in it, charged to the Indians, 1,453 meals of victuals.) And, thirdly, a deduction of $27 11, for balance of errors noted—making, in all, a deduction in this branch of the claim of $1,127 11; and leaving for allowance $1,480 63 thereof.
| Whole amount of claim | - | - | - | $6,668 97 |
| Disallowed on 1st branch of claim | - | - | - | $867 00 |
| Disallowed on 2d branch of claim | - | - | - | 93 46 |
| Disallowed on 3d branch of claim | - | - | - | 1,127 11 |
| Balance allowed | - | - | - | 4,570 50 |

Johnson Patrick

This claimant appears to have been a tavern keeper at Prairie Road, Kalamazoo county, Michigan. It is not necessary to notice minutely, the testimony adduced to sustain this claim. If the Indians were assembled at the instance of the United States, or by officers of a State, afterwards recognised as in the service of the United States at the time, it appears to me to be a charge, at some reasonable rate, properly to be made against the United States, and not against the Indians.

The claim is disallowed.

Joseph Visgar

This is a claim for goods sold, from 1821 to 1825, inclusive; and is sustained by the affidavit of claimant, and the affidavit of Peter Godfrey, that the claim, as presented, compares with the original books of entry.

Amount of claim | $135 33
Deduct the note, being unsustained | - | $12 00
Deduct interest charged on note | - | 13 22
Deduct charges for kegs and bottles | - | 11 88

Balance allowed | 98 25

T. A. H. Edwards

This claim is sustained by the affidavit of E. Beardsly and my personal examination of the books of entry.

Amount claimed | $1,250 97
Add for difference in amount of error | - | 5 07

Allowed | 1,256 04

Barbee, Willard, & French

This claim is for goods sold and delivered, and is clearly proven.

Allowed, $66 14.

J. B. Ducharme

This claim is considered as No. 9 of claims presented by Indians and half breeds.
No. 174.

William Cochran

This claim is considered as No. 28 for depredations.

No. 175.

Jacob Beeson, assignee of Beeson, Winslow, & Beeson

This claim consists, first, of two small accounts, amounting to $4.86, and one note signed by Michael Arquett, witnessed by Job J. Beeson. The evidence shows that witness was a clerk for Beeson, Winslow, & Beeson at the time the note was made, and is of unquestionable character. The note is for $42.75, and $19.40 interest; and taking into consideration the character of the witness, who is deceased, and the consequent inability of claimant to prove a consideration, I recommend its allowance, deducting the interest charged, making the amount allowed $47.61.

Allowed $47.61.

No. 176.

A. R. & J. H. Harper

This claim is principally for goods sold the Indians, at my request, previous to their emigration in 1840, and to facilitate their departure. In examining the items, I find that there should be deductions of $2.28 for errors, and $70 for overcharges; leaving a balance, which I allow.

Allowed, $1,090.03.

No. 177.

John H. Bradley

This claim is for services as an attorney. Much of the service is within my own knowledge, and the charge is reasonable. There is a saddle also charged, which was furnished to an Indian at my request; and I have no hesitation in saying the whole account ought to be allowed.

Allowed, $125.

No. 178.

George Crawford

Claimant had a store in Elkhart, Indiana, from its first settlement by the whites. He has exhibited his bills of purchase, and his clerk proves the sale and delivery of the goods to the Indians. The testimony is satisfactory, except as to the last charge, for goods in bulk, amounting to $70.96; which I must deduct, as, although the clerk swears to the delivery, he can specify no items. There is one charge of $125 for a horse, taken by chief I-o-wa. This charge is satisfactory, as, upon special inquiry, I ascertained that the horse was considered to be worth more money, and that $150 had been previously offered for him.

Claim $950.43
Deduct amount disallowed $70.96
Balance allowed $879.47
Doc. No. 143.

No. 179.

Kendall, Vail, & Co. $47 50

This is a claim for goods sold and delivered, in July, 1840, to leading chiefs, preparatory to their emigration, and is proved by the affidavit of W. S. Vail, agent of the company.

Allowed, $47 50.

No. 180.

John B. Chapman $4,184 02

Claimant presented charges against the Indians to Colonel Edmonds, in 1837, for $1,332 49, on which an allowance of $9 was reported. (See Edmonds's report, No. 115.) At the time of the investigation by Colonel Edmonds, claimant was absent, and could not produce such proof as was required, and has not accepted of the allowance then made. For these reasons, I have thought it right to reinvestigate his claim then presented, under the testimony now offered.

Claimant now presents charges against the Indians, amounting to $4,184 02, as follows:

Exhibit No. 1 is a bill of items against the Pottawatomies of Michigan, at Nottawasippi, amounting to $945 28. It is well proved.

Exhibit No. 2 is a bill of items against Che-chaw-cose and other Indians, on Tippecanoe, amounting to $758 55, and is satisfactorily proved.

Exhibit No. 3 is, first, a bill of items and sundry charges, and a note and interest—amounting, in all, to $546 19. Of this amount, there is $88 62 which I must disallow, being the amount of a note by O-chas-kee, and interest charged on it, for which there is no consideration shown.

The second charge made in this exhibit is $400, for professional services as a lawyer, rendered in relation to 20 sections of land reserved for the bands of Che-chaw-cose and Aub-e-nan-be. It appears that the contract was for a quarter section of land, which, at Government price, would be $200. I must therefore deduct from this portion of exhibit No. 3 $200.

The third charge made in this exhibit is $668, which is purchase money, and interest thereon, for one quarter section of land, reserved for the Indian wife of George Cicott, who sold the land to Babcock; but the reservee did not join in the sale. Babcock sold the same property to this claimant, with a special provision that recourse should not be had. The land was afterwards sold to another person by the reservee; and claimant now charges the Indians with the amount paid by Babcock to George Cicott, who, though connected with the Indians, is himself a white man. This part of the claim cannot be allowed. The last charge is for $400, paid to Pas-see, and $144 interest thereon, for a half section of land reserved by treaty. But as the treaty was not ratified, and as it is sufficiently proved that the Indians received consideration, it should be allowed, deducting the charge of $144 for interest; that I cannot properly allow, the consideration having been paid in goods.

Amount claimed $4,184 02

Disallowed of exhibit No. 3, O-chas-kee's note $88 62

Disallowed of charges of professional services $200 00
Doc. No. 143.

Disallowed of amount paid for land to Cicott $688.00
Disallowed amount charged for interest on $400 144.00

Balance allowed 3,063.40

No. 181.

James Watson $2,250.00

This claim is sustained very satisfactorily; subject, however, to deductions for errors, liquor, and amounts due by Indians north of Grand river, in Michigan.

Amount claimed per No. 1 $726.68
Deduct amount of improper charges, as noted 143.25
Deduct as against Indians north Grand river 259.96

Amount claimed per No. 2 256.94
Deduct amount charged, without items 16.44
Deduct as against Indians north of Grand river 90.17

Amount claimed per No. 3 241.94
Deduct amount charged for liquor 2.09
Deduct as against Indians north of Grand river 119.93

Amount claimed per No. 4 68.26
Deduct as against Indians north of Grand river 22.75

Amount claimed per No. 5 56.17
Deduct as against Indians north of Grand river 28.08

Amount claimed per No. 6 322.25
Deduct as against Indians north of Grand river 107.42

Amount claimed per No. 7, as assignee of Louis R. Badeaux 577.28
Deduct charges, as "balances, sundries," &c. 70.50
Deduct as against Indians north of Grand river 168.93

Amount claimed per No. 8, as assignee of Francis Frarow 352.25
Deduct as against Indians north of Grand river 176.13

Amount claimed per No. 9, as assignee of Charles Bou-chan 144.00
Deduct as against Indians north of Grand river 72.00

Amount claimed per No. 10, as assignee of Isidore Nor-rentoit 535.50
Deduct as against Indians north of Grand river - $267.75

Amount allowed - - - - - - - - - - - - - 1,909.12

No. 182.

Jefferson Bond

This claim is satisfactorily sustained, subject to a deduction of $6.88 charged for "sundries," and note and interest.

Allowed, $579.

No. 183.

Lemuel Bingham

No. 184.

James Laird

No. 185.

Oscar R. Hammond

These claims are considered as Nos. 29, 30, and 31, of claims for depredations.

No. 186.

A. S. & C. Whiting

This may be a very just claim, but want of dates and names of Indians, taken in connexion with the presentation of the first charge, "in the year 1837, to book account for goods, $19.25," compels me to disallow the whole claim, as it is thereby evident that claimants could at least have furnished items, and thus have enabled me to judge whether or not they were proper for the use of the Indians, and at fair prices.

Disallowed.

No. 187.

Peter Cota

This claim is sustained by the oath of claimant and others, together with the acknowledgment of the Indians, in Colonel Edmonds's report, of its justness. It is therefore allowed in full, at $518.97.

Allowed, $518.97.

No. 188.

T. A. H. Edwards

This claim is for goods sold and delivered, and satisfactorily proven. Add to it, for errors, $4.70, and the amount is $592.99.

Allowed, $592.99.
<table>
<thead>
<tr>
<th>No.</th>
<th>Claimant</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>189.</td>
<td>Joseph Adams</td>
<td>$100.00</td>
</tr>
<tr>
<td></td>
<td>Eli Penwell</td>
<td>$1,010.00</td>
</tr>
<tr>
<td></td>
<td>These claims are considered as Nos. 32 and 33 of depredations.</td>
<td></td>
</tr>
<tr>
<td>191.</td>
<td>Joseph De Rozier</td>
<td>$993.00</td>
</tr>
<tr>
<td></td>
<td>This claim consists of about 200 charges and credits, with the dates and articles given in every instance. Yet the claimant swears that he can neither read nor write, and that the account is made up from recollection. Claimant makes no attempt to produce a book of original entry, and it is impossible to believe that any man can present such an account, accompanied by such an affidavit, and expect a public officer, in the performance of his duty, to allow it. Disallowed.</td>
<td></td>
</tr>
<tr>
<td>192.</td>
<td>Levi Watkins</td>
<td>$133.50</td>
</tr>
<tr>
<td></td>
<td>This is a claim for boarding Ke-ab, a lame and decrepit Pottawatomie Indian, for the space of eight months and twenty-seven days. Proof of the service is made, but I cannot allow over 50 per cent. of the amount, believing that that will be sufficient compensation. The claim is therefore allowed at $66.70. Allowed, $66.70.</td>
<td></td>
</tr>
<tr>
<td>193.</td>
<td>Martin &amp; Finley</td>
<td>$55.00</td>
</tr>
<tr>
<td></td>
<td>This claim is for saddlery delivered, by my order, to prominent and leading Indians, preparatory to their emigration, in August, 1840, from South Bend, Indiana. The articles were necessary, and the account should be allowed. Allowed, $55.</td>
<td></td>
</tr>
<tr>
<td>194.</td>
<td>C. W. Martin</td>
<td>$141.00</td>
</tr>
<tr>
<td></td>
<td>This claim is for saddlery delivered to the Indians. It was delivered to them to my own knowledge, and should be allowed. Allowed, $141.</td>
<td></td>
</tr>
<tr>
<td>195.</td>
<td>Rev. S. A. Bernier</td>
<td></td>
</tr>
<tr>
<td></td>
<td>No specific amount is claimed. Those of the Indians that had embraced Christianity, when about to emigrate, in the fall of 1840, from near South</td>
<td></td>
</tr>
</tbody>
</table>
Bend, Indiana, requested that claimant, who was their pastor, should be allowed to accompany them, and that I should allow him, out of their funds, such amount as would be just. Taking into consideration the privations and dangers of disease attending on such an emigration, I feel justified in allowing $600.

Allowed, $600.

No. 196.

Smith & Hiarth

$15 06

This claim is for goods sold and delivered. Satisfactory evidence is produced, and the claim is allowed.

Allowed, $15 06.

No. 197.

Joseph Dome

$78 25

Although a portion of this claim is for depredations, it is considered here, in consequence of a part of it being for provisions. Its justice is fully established.

Allowed, $78 25.

No. 198.

P. & J. J. Godfroy

$100 00

This claim is considered as No. 34 of depredations.

No. 199.

A. R. & J. H. Harper

$105 10

This claim is for goods sold and delivered, and is satisfactorily proved. It is allowed at $105 10.

No. 200.

Joseph Dome

$25 64

This claim is for provisions delivered to the band of Mo-nis, by request, and should be allowed.

Allowed, $25 64.

No. 201.

Jean Bt. Bernard

$1,000 00

There is no evidence sustaining this claim for any amount. It is consequently disallowed.

Disallowed.


Hiram Root

$60 00

In addition to the affidavit of claimant, I myself know that the horse charged was worth the money, and was needed by the Indian to whom it was sold and delivered.

Allowed, $60.
Hiram Dodge, assignee of L. B. Holcomb $400.08

The sale and delivery of the goods charged in this claim are proved by the clerk. The prices are low, and, on examination of the books, I have no doubt of the justness of the claim, so far as the books show items. From the amount claimed the following deductions should be made, to wit: Balance due by Shep-shoo, $20; balance due by Le-ton-e, $42; interest charged, $78.63—amounting, in all, to $140.63.

Amount claimed $400.08
Add for error in addition 1.10

Deduct amount disallowed 401.18

Balance allowed 140.63

Hiram Dodge, assignee of Joseph Holcomb $3,340.52

This claim is very satisfactorily established, subject to a deduction for balance of account charged against Shep-shoo, of $47; balance of account charged against Le-ton-e, $51.50; and 15 per cent. on the balance of the account, for overcharges—amounting to $486.30.

Amount of claim $3,340.52
Disallowed balance charged to Shep-shoo $47.00
Disallowed balance charged to Le-ton-e $51.50
Deduct 15 per cent. on balance of claim ($3,240.02) 486.30
Deduct for difference in errors 6.80

Balance allowed 591.60

Harris & McCord $459.02

This claim has been investigated and allowed in part; the amount now claimed was disallowed by Colonel Edmonds, in consequence of the Indians residing out of the district. The character of the gentleman presenting this claim, in connexion with the report of Colonel Edmonds, comissioner, justifies its allowance.

Allowed, $459.02.

Joseph L. Joy $1,695.00

This is a claim for goods sold and delivered, attempted to be supported by the affidavit of claimant and of Joseph De Rozier. There is not sufficient credit attached to the testimony in this case to justify me in recommending its allowance. The principal testimony relied upon is that of claimant in No. 191.

Disallowed.
This claim is principally for boarding Indians and keeping horses, during the times of holding councils, receiving Indian testimony, and keeping Indians over night who had come from a distance to join the principal body of Indians at camp Wee-saw, 15 miles distant, during the progress of this investigation, and preparatory to their departure for the West. The claim is proved by the book-keeper. The prices are less than is charged at the same place to the whites; and such has been my own observation of the facts, that I think it but just that the claim should be allowed.

Allowed, $610.

No. 208.

Hiram Dodge, assignee of Solomon Shelly

This claim is well and satisfactorily sustained.

Allowed, $100 73.

No. 209.

T. A. H. Edwards

This claim is for provisions, &c., furnished to a delegation of Wabash Indians, who were sent to General Tipton, then Indian agent, to the St. Joseph country, for the purpose of settling some difficulty between the Indians and whites. The delivery of the articles is certified by Major Edmunds, who at that time was sub-agent of Indian affairs, at Carey mission, in Michigan.

Allowed, $15 68.


W. B. Mitchell

This claim is referred direct to the Commissioner of Indian Affairs, for his decision.

No. 211.

Etienne Benac

This claim is considered as No. 10 of claims presented by Indians and half breeds.

No. 212.

Suydam, Sage, & Co.

This is a claim founded on a note bearing date November 7, 1837, for $638, and signed by Waw-quick-shuck. There is no consideration shown.

Disallowed.

No. 213.

Stephen A. Cook

This claim is for goods sold and delivered, and is satisfactorily sustained; but such is the location of the point at which the trade was carried on, that
justice to the Indians south of Grand river requires a deduction of 50 per cent., as possibly due by Indians north of that river. The claim is therefore allowed for only $18 15.

Allowed, $18 15.

No. 214.

Jacob Beeson, assignee of Jasper Mason

This claim is for goods sold and delivered to the Indians west of Lake Michigan, at Racine, Wisconsin. The first part of the claim is for $2,041 97, and is sustained very satisfactorily by the affidavits of several respectable persons, and is accompanied by the letters of Butterfield and Collins, attorneys of the assignor. It is in proof that the amount here claimed is due by the Indians to claimant, as assignee of Jasper Mason, of the firm of Glen, Mason, & Co., and by assignment the owner of their effects, debts due, &c. This part of the claim is also sustained most satisfactorily by the original books of entry, with written with documents. I find, on examination, that the gross amount of charges is $3,341 43, and of credits $1,099 46, leaving the balance claimed; from which I deduct $280 50, charged for wines, &c., leaving as the balance allowed on this part of the claim the sum of $1,761 47.

The remaining part of the claim is for goods sold and delivered, to the amount of $85 85, leaving as the balance claimed $728 65. This portion of the claim is also very satisfactorily sustained, subject, however, to a deduction of $65 for liquor; leaving a balance proper to be allowed them, of $663 65.

Amount claimed $2,770 62
Deduct on first part of claim $280 50
Deduct on second part of claim 65 00

Balance allowed 345 50

No. 215.

Helms Downing

This is a note given by Monis to S. Downing, and now the property of claimant. Chief Monis acknowledges to me the justice of the claim, and the delivery of the property is proved by A. T. Hatch, who witnessed the note.

Allowed, $35.

No. 216.

Zenas G. Winson

This claim is for goods sold and delivered, and is well sustained. The location of the place of trade is, however, such, that I can allow only the one-half of the amount claimed, as there is every probability that only that proportion is due by the Indians south of Grand river.

The claim is allowed at $72 15.
W. Mottram

This is a claim against the family of Nedan, a half-breed, who has a good farm on Nottawasippi prairie. There is no proof to sustain this claim, not even the oath of the claimant.

Disallowed.

No. 218.

Victor Vadnie

This claim is sustained by the affidavit of claimant and of P. Maran­telle. I have, however, deducted from it $16 20, being balance due on note, and interest charged; as also $50 for a mare and colt, not satisfac­torily sustained, or shown to be in possession of or taken by the Indians.

Amount claimed $91 70
Deduct amount disallowed 66 20
Balance allowed 25 50

No. 219.

Chester Rose.

This claim is presented in such a vague and unsatisfactory shape, that even the amount of the claim cannot be ascertained. It is accompanied by no testimony to sustain it; or any part of it.

Disallowed.

No. 220.

George Miller

This is a claim for a rifle sold and delivered. It is satisfactorily proved.

Allowed, $15.

No. 221.

Loren Marsh

This is a claim for a large amount, and purports to have originated during the years 1834, 1835, and 1836. The trading post of claimant was at Cold Water, in Branch county, Michigan. Many depositions are pre­sent to show the good character of the claimant, and their belief in the accuracy of his books. The book herewith presented, and marked "Indian leger," is sworn to by Joseph Black, who says that he was present during most of the time that Luther A. Stewart was copying the accounts from the day book into this leger; and goes on to account for the loss of one of the day books. From an examination of this "Indian leger," it appears that many additional entries have been made by a different hand, and with different ink. In many instances most palpable altera­tions have been made, by which credits have been charged to debits, and the footing up of accounts have been charged to amount of items, by
placing some article opposite, as will appear in the said leger, at pages 5, 6, 7, 8, 9, 10, 13, 23, 25, 27, 30, 31, 33, 34, 35, 36, 37, 38, 40, 41, 44, 47, 49, 55, and 58. Claimant does not annex his own affidavit to the truth of his accounts; nor is he able, as he states, to produce testimony of the sale and delivery of the goods, or of the correctness of the books, in consequence of the death of one of his "derwins," or traders, and the unknown residence of the other. This claim, therefore, cannot be allowed.

Disallowed.

No. 222.

Rev. James Selkirk

This claim is for provisions furnished the Indians; but as the account is made out against the Ottowas, and the claimant resides in Allegan county, Michigan, it is safe only to allow one-half of the account against Ottowas south of Grand river.

Allowed, $37 69.

No. 223.

Louis Compan

The only part of this claim which can be allowed is the amount of goods sold by Louis Davis, being $766 68. This amount has not been allowed Compan at any settlement heretofore made; and the proof being conclusive, it should be allowed. Copies of the invoices are presented, and 30 per cent. added for transportation and profit. Davis is a half breed, and sold these goods to the Indians on credit; and, not being able to make collections of the Indians, he executed notes, upon which judgments were entered before Justice Beebe, to the amount of this claim. The whole case, taken in connexion with the excellent character of Compan, leaves no doubt of the propriety of allowing the goods given to Davis for the Indians to compose a just claim. It should be allowed.

Allowed, $766 68.

No. 224.

Richard Godfroy

This claim appears to have been investigated by Anthony Ten Eyck, Esq., commissioner to examine claims against the Sagahaw Indians, in 1839; although but the sum of $3,188 59 was then claimed, the sum of $750 was then allowed claimant. Part of the present claim consists of a number of notes of hand, and several executions, unaccompanied by specifications or explanations of any kind. There are also several bills of items for goods, &c., sold to the Indians; but claimant shows that this part of the claim came within Mr. Ten Eyck's jurisdiction, and was investigated by him.

The presentation of this claim to Mr. Schoolcraft, an allowance, as also its presentation to Mr. Ten Eyck, and a further allowance, together with his report thereon, satisfies me that this claimant is not entitled to any allowance under the appointment I hold.

Disallowed.
No. 225.

Lewis & Godfroy

This claim is for goods sold and delivered, and is proved satisfactorily.
I deduct from it $6, charged for cider, and allow one-half of the balance, as probably due by Indians south of Grand river.

Amount claimed: $429.14
Deduct amount charged for cider: 6
Deduct one-half of the balance: 211.57
Balance allowed: 211.57

No. 226.

Richard Godfroy & Co.

The articles specified in this claim appear to have been sold previous to the investigation, by Mr. Ten Eyck, in 1839. It will appear, by reference to his report, (page 52,) that Richard Godfroy had an allowance of $750. It does not appear who is meant by Richard Godfroy & Co.; and I am induced to believe that Richard Godfroy himself is the sole claimant, from the affidavit of Henry McClaskey, which is attached, to support this claim. It appears that this affiant "was clerk for Richard Godfroy (not Richard Godfroy & Co.) at the time the within bill of goods was sold; that the same is a correct copy, as taken from his (the said Godfroy's) book." From the facts before me, I am induced to disallow the whole claim.

Disallowed.

No. 227.

Francis Bailey

This claim is for goods, wares, and merchandise, sold to the Indians, from 1836 to 1840, inclusive. The items are sufficiently proved. I deduct from the amount $34 for liquor, and allow the one-half of the remainder, as due by Indians south of Grand river.

Amount of claim: $201.32
Deduct for liquor: 34.00
Deduct one-half of the remainder: 83.66
Balance allowed: 83.66

No. 228.

Etienne Lamerandiere

This claim is considered as No. 11 of claims presented by Indians and half breeds.

No. 229.

Richard Godfroy.

This claim has been considered with and forms a part of No. 224.
No. 230.

Robert M. Duncan

This claim presents itself in no new light, and with no additional testimony. It has been twice disallowed, as against Ottowas north of Grand River; and I again disallow it, and refer to the decision of the case as presented by Mr. Schoolcraft, in his report, No. 20.

Disallowed.

No. 231.

Lathrop M. Taylor

This claim consists of a note of $22 78, signed by S. L. Bertrand, $2 07 interest, and goods sold to sundry Indians, amounting to $18. The consideration of the note is not shown, and no proof adduced to sustain any part of the claim.

Disallow ed.

No. 232.

John Vickers

This claim is considered as No. 35 of claims for depredations.

No. 233.

George Rex

This claim is for two horses, saddles, and bridles, and for eighteen superior rifles. The rifles are charged at $28 each. I examined them myself, know of their sale and delivery, and also of the delivery of the other articles. I deduct, for overcharge on rifles, $5 on each.

Amount of claim

Deduct for overcharge on rifles

Balance allowed

No. 234.

Cyrus Ingerson

This claim is satisfactorily sustained, subject to a deduction for interest.

Amount of claim

Deduct interest

Balance allowed

No. 235.

Stephen Downing, jr., deceased, by his widow, Amy Downing, $1,029 50

This claim, though of a different amount, is evidently the same heretofore under consideration as No. 64. Its allowance is, in either case, barred by the acceptance of S. Downing of $100, under the article appended to the treaty of Chicago of September, 1833.

Disallow ed.
Andrew Nossinger — $250 00

No. 236.

No. 237.

George Meachum — $735 00

These claims are considered as Nos. 36 and 37 of claims for depredations.

No. 238.

George Crawford — $2,326 69

This claim is for goods sold and delivered, and proved by the affidavit of claimant's clerk. It is allowed, subject to a deduction of $123 79 for errors in addition.

Claim — — — — $2,326 69
Deduct errors in addition — — — — 123 79
Allowed — — — — 2,202 90

No. 239.

Lowly Downing — $1,001 49

Rufus Downing, (the late husband of claimant, now deceased,) in his lifetime purchased a section of land in Elkhart county, Indiana, known and designated as section No. 6, township No. 37 north, of range 5 east, which had been reserved by treaty to the children of Pierre Moran, and of them purchased by said Rufus Downing, deceased.

I have no doubt but that the notes on which this claim is founded formed part, at least, of the consideration paid for said land. There is no evidence before me showing any consideration for the notes, except the testimony of one witness; and the notes themselves, bearing strong evidence, not only of alteration in amount, from small to large sums, but also in the signature, compel me to disallow the whole claim. The notes and accounts amount to $396 01, when stripped of alterations, amounting in all to $343. The balance of the claim is made up of interest, and an unsustained charge of $140. I have no question that so much of this claim as is just is a payment on land. I disallow the whole claim, as presented against the Indians as a nation.

Disallowed.

No. 240.

A. R. & J. H. Harper — $194 64

This claim is for goods furnished the Indians, preparatory to their emigration from South Bend last fall. The prices are reasonable, the goods furnished by my order, and their delivery proved.

The claim is therefore allowed, at $194 64.
The sum of $318 92 of this claim is for goods, wares, and merchandise, and for articles necessary for the use of the Indians; all of which is properly sustained.

The sum of $1,200 is charged by claimant, upon special contract, for fencing, clearing, and breaking up 120 acres of land, being $10 per acre. It appears, from the testimony adduced, that the claimant was in possession of the premises for two years, and no doubt cultivated the land during that time, and used the crops. It appears, further, that he would not quit possession of the premises until the Indian claimants to the land (Parish Moran and children) agreed to pay the sum of $1,200 for the work and labor done.

The coercion of an Indian, and a contract consequent thereon, cannot be sanctioned, but, under the circumstances, I am of opinion that claimant should be allowed $2 per acre, or $240, on this part of his claim.

Amount of bill of goods - $318 92
Amount for work, &c., on land - 240 00

Allowed at - - - - - 558 92

Estate of J. G. Bailey - $150 00

This claim is for furnishing 300 Indians with pork, flour, and bread, for twenty-one days, and is well proved, and at fair prices, if not low. The claim is unquestionably just.

Allowed, $150.

Marshall Marvin - $25 00

This claim is considered as No. 38 of depredations.

Leander Metty - $50 00

The good character of claimant, the acknowledgment of the Indians, and the testimony of Marantelle and Duearme, though in the form of a certificate, justify an allowance of this claim.

Allowed, $50.

Alexander Tomlinson - $5 00

This claim is considered as No. 39 of depredations.

Francis Mouton - $42 00

This claim is sustained by the certificate of different persons, and its
justice, as regards time, is admitted by Muck-a-mote, chief of the band. The claim is allowed at $4 per week, including attendance.

Allowed, $24.

No. 247.

Ira Willard

This claim, for work, pork, potatoes, and materials for building, is sustained. But, to guard against overcharges for articles in bulk, I recommend a deduction of 25 per cent.

Allowed, $46.30.

No. 248.

N. V. Truesdal

This is a claim for three hives of bees, hauling rails, &c. The bees are charged at $30; witness swears that they were worth $20. The remaining part of the claim is not satisfactorily sustained.

Allowed, $20.

No. 249.

St. Joseph county, Michigan

This is a claim for keeping a pauper Indian. If public policy would sanction charges of this kind, it is plain that there would never be an end of them, and that many Indians would avail themselves of a decision holding out to them an inducement to remain with the whites.

Disallowed.

No. 250.

Estate of Samuel E. Johnson

No. 251.

N. Goldthwait

No. 252.

David Waterman

No. 253.

William Watkins

These claims are considered as Nos. 40, 41, 42, and 43, of depredations.

No. 254.

Daniel Wagner

This is founded on a note, executed by a half breed to claimant, the consideration of which was claimant's paying the debts of the half breed to that amount. The character of the parties, together with the proof, leaves no doubt but that it should be paid.

Allowed, $200.

No. 255.

A. Coquillard

This claim is presented by a man who, for many years, has been extensively engaged in dealing with the Indians. He has always (the Indians say) treated them with much kindness; and they expressed themselves
under many obligations to him. His books appear to be well kept, but there is evidence of that negligence in particularizing items so often observable in Indian accounts.

A very large portion of this account consists of notes against a few persons, supposed to be white men; and a claim of $2,500 on a bond not presented, but purporting, by claimant's statement, to be signed by several half-breeds, for the conveyance of land. The want of explanations to support this part of the claim, amounting in all to $5,479 11, is probably owing to claimant's absence, he being now at Council Bluffs as a commissioner, holding a treaty with the Pottawatomies of the Prairie; and there being no one left in charge of his business sufficiently conversant with it to understand procuring the proper testimony to substantiate this part of his claim, I am constrained to disallow it.

Amount of claim  - - - - - - - - - - - - - - - - - - - - $9,141 62
Disallowed  - - - - - - - - - - - - - - - - - - - - 5,479 11

Balance allowed  - - - - - - - - - - - - - - - - - - - - 3,662 51

No. 256.

Jonathan A. Liston  - - - - - - - - - - - - - - - - - - - - $500 00

This is a claim presented to me by the counsel for the Indians. My own knowledge of his employment and services rendered is such that I cannot hesitate in allowing it.

Allowed, $500.

**Decisions upon claims presented in 1840, against the Pottawatomie, Ottowa, and Chippewa Indians, for depredations.**

No. 1.

Lambert McComb  - - - - - - - - - - - - - - - - - - - - $63 00

This claim is for depredations, in killing four hogs and seven pigs. The testimony is such, and the character of claimant so very good, that I have no hesitation in saying that the claim should be paid. The charge is reasonable, and I therefore allow it for full amount.

Allowed, $63.

No. 2.

Christian Holler  - - - - - - - - - - - - - - - - - - - - $60 00

This claim is for hogs killed by the Indians in 1833. The honesty of this claim is beyond all doubt, and the lowness of the prices claimed for the injuries are not less so. The whole claim is therefore allowed.

Allowed, $60.

No. 3.

Jacob Cripe  - - - - - - - - - - - - - - - - - - - - $559 50

The principal item in this claim is a charge of $500 for damages sustained, and articles stolen by the Indians in 1829, at which time they broke...
into claimant's home, and drove himself and family into the woods. The particular articles destroyed and carried away cannot be enumerated, but consisted of every thing in his house, except some beds. In a settlement so remote from any place where articles so necessary to their existence could be obtained, together with the inability of the claimant to procure the funds necessary to their purchase, would render it difficult to estimate the value of the property lost, stolen, and destroyed.

The occurrence excited much sympathy for the claimant at the time; and those best acquainted with the facts believe the charge to be moderate. The sale and delivery of a gun, at $26, is sufficiently proved. The remaining sum (of $33 50) is for provisions and articles furnished the Indians; and such is the uniformly good character of the claimant that I cannot, sustained as it is by his affidavit, avoid allowing this part also of his claim. I therefore allow the whole claim.

Allowed, $559 50.

No. 4.

John Cripe

$550 00

This is a claim for two mares, stolen by the Pottawatomies in 1831, charged at $150 each, and $260 damages, arising from expenses in looking for them, and inability to put in his crop for want of them. The stealing of the mares, and their being in possession of the Indians, is proved by Lewis St. Comb, but there is no evidence to show the actual value of them. The time and money expended in search of them is also not proved. It is most probable that justice is done to the claimant by allowing him $300.

Allowed, $300.

No. 5.

Pleasant Ireland

$300 00

This claimant charges $300 for depredations committed by certain Indians on his land, by injuring his sugar camp, destroying his timber, &c. I examined two witnesses touching this claim, (with both of whom I am personally acquainted,) by whom it appears that the Indians trespassed on the land of the claimant for about two years, (from 1833 till 1835,) and destroyed his timber and sugar trees. One of the witnesses estimates claimant's damage at the sum of $15, and the other at $200. It is a difficult matter to do justice between the parties in cases of this description. From the circumstances, as related and shown, I estimate the claimant's damage at one hundred dollars.

Allowed, $100.

No. 6.

S. Adams

238 00

This claim is for eighty-eight hogs killed by the Indians in 1830, 1831, and 1832. It is unsustained by claimant's affidavit, or any other sufficient and legal testimony.

Disallowed.
E. E. Maxon - $300 00

This is a claim for depredations committed on the land of the claimant. The charges are so indefinite that it is difficult to arrive at a correct decision. It appears, however, that the Indians, by force, occupied and cultivated about twenty acres of claimant's land. How long they occupied it does not appear. For one year, $2 per acre is sufficient compensation.

Allowed, $40.

Rinehart Cripe - $570 00

Claimant charges the Indians with killing thirty hogs, in the winter of 1828. It is proved that most of the hogs were large. The amount claimed is $300 for the "thirty hogs." The sum of $100 is claimed as damages in being kept out of his property for so long a time, and the immediate damage arising from the loss of this property. The testimony to sustain the depredation, and the consequent damage, is strong. The killing of seventeen hogs in 1831 is proved, as also the fairness of the charge for them, viz: $170.

Reference to the testimony in this case, in connexion with the good character of the claimant, and the extent of the damage sustained, leaves no doubt in my mind but that claimant is entitled to the full amount charged.

Allowed, $570.

Benjamin Mandlin - $85 00

This claim is for hogs stolen. There is no proof that the hogs were stolen by Indians; and if they were, the proof offered would indicate that they were stolen by Ottowas north of Grand river.

Disallowed.

G. W. Stewart - $200 00

This claim is for burning an uninhabited house. No proof to show that the Indians did it.

Disallowed.

W. Whitaker - $60 00

This claim is for breaking open a house, and carrying away furniture of a cooking stove and other articles. There is no proof to sustain a damage for any amount.

Disallowed.

James Frier - $40 00

This is a claim for an ox supposed to have been stolen by the Indians.
There is no proof that shows that the Indians took the ox; on the contrary, the proof rather is that the ox was *mired*, and thus lost.

Disallowed.

No. 13.

Francis Cicot

$1,319.00

This is a claim for depredations committed by the Pottawatomie and other Indians, during the last war with Great Britain, and, if legal at all, ought to be paid by the Government of the United States, and not by the Indians, who were, at the time the depredations were committed, the public enemies of the country.

Disallowed.

No. 14.

James Cicott

$145.00

No. 15.

Robert Abbott

$2,108.75

These two claims present themselves upon the same footing as No. 13, and for the same reasons are disallowed.

No. 16.

Jonathan Dean

$125.00

This claim is for a mare stolen in 1838. The mare is proved to have been worth $100; the charge for $25 for damages I disallow, and allow the balance.

Allowed, $100.

No. 17.

Dorothy Wisner

$5,000.00

The claimant is the widow of Wisner, deceased, who was murdered by a Pottawatomie Indian, at Brady, in Michigan, on the 26th June, 1840. The claim is presented, first, for damages sustained by claimant in consequence of being maimed, and rendered a cripple for life, by the Indian who murdered her husband; and, secondly, for the murder of her husband. The Indians surrendered the offender, and he was tried and punished by the laws of the State of Michigan. The Indians, in their natural character, acknowledge a joint liability both for debts and depredations; yet, as they surrendered the offender in this case to the operation of the laws of the country, a doubt might be entertained whether he was not thus separated from his tribe, and placed in a situation precisely similar to that of a white man under the same circumstances. The question, then, is, can the widow of the murdered man claim damages for the murder of her husband, the laws of the country having already punished the offender? Or could an action for damages be sustained, and a recovery had against the estate of the murderer, on this ground alone?
The second branch of the claim is for damages to claimant by maiming
her, and rendering her a cripple for life, depriving her of the ability to
provide for herself and children. The proof to sustain this part of the
claim is conclusive; and, taking into consideration the fact that the present
claimant is a competent party in an action of tort, in connexion with the
acknowledged liability of the nation for depredations committed by indi-
viduals, it would seem but right that claimant should have some remu-
neration for the personal injuries, and that the amount considered to be just
should constitute a charge against the Indians as a nation, because there
does not exist amongst them an individuality of property, by which an
action for damages could be prosecuted with a hope of recovery. As this
case involves legal principles, which I feel entirely incompetent to decide,
I have thought justice would be best accomplished by allowing claimant,
for her personal injuries, the sum of one thousand dollars.

Allowed, $1,000.

No. 18.

Theodore Craft $94.00

This claim is not sustained for any amount. The proof is insufficient to
establish this claim against the Indians.

Disallowed.

No. 19.

Francis Dumay $795.00

No. 20.

Mrs. Archange Whipple $3,500.00

These claims present themselves in no different light, materially, from
No. 13, and for the same reasons are disallowed.

No. 21.

Mumford Eldred $663.00

This is a claim for trespasses committed by the Indians in 1836 and
1837. It is sufficiently proved that the Indians destroyed his garden, killed
five large hogs, and stole his horse. The value of the property so destroy-
ed, and of the horse stolen, claimant affixes at $300 which appears to
be reasonable.

The remainder of the claim consists of a charge of interest for three
years, $63, and $100 for expenses, and also $200 for damages, all of
which are disallowed. I have no doubt but that justice is done the parties
by allowing the amount claimed as the value of the property.

Allowed, $300.

No. 22.

Heirs of William Cisna $100.00

This claim is for depredations committed during the last war, and is dis-
allowed for the same reasons as those which I have assigned for disallow-
ing No. 13.

Disallowed.
No. 23.

George Sumption  $20 00

This is a claim for hogs; the proof will not justify its allowance.
Disallowed.

No. 24.

George Meachum  $1,265 00

This is a claim for destroying about twenty acres of corn in the year 1830, and for killing sheep in the year 1840. The claimant supposes he might have raised about fifty bushels of corn to the acre, and proves that corn was worth at the time $1 per bushel. It does not appear, from the testimony, that much labor had been expended upon the crop when the depredation was committed, and it is altogether uncertain how the crop might have turned out. The claimant is evidently entitled to something on this branch of the claim. I think that claimant will receive fair remuneration at $10 per acre, or $200.

The balance of the claim is for killing six Saxony sheep, and injuring one other. This part of the claim I can in justice only allow at $30.
Allowed at $230.

No. 25.

John Pike  $600 00

Claimant proves the taking of property, and that it was well worth $150 to $200. The damages may very properly be placed at $75, and the horses at $175. I have no doubt but that claimant is entitled to a fair price for his horses, and the damage consequent upon their being taken from him.
Allowed at $250.

No. 26.

E. D. Woodbridge, for the use of Jonathan A. Liston  $250 00

This claim is for fifty hogs killed and used by the Indians, in December, 1832. It was presented to Col. Edmonds in 1837, and by him rejected, as being against Indians not parties to the treaties under which he acted.

The testimony is positive. (See papers filed with Col. Edmonds's report on claim No. 21.)
The claim is allowed at $250.

No. 27.

Samuel L. Cotterell  $551 00

Claimant emigrated to St. Joseph county in 1828, and put in about eight acres of corn and buckwheat, which in that country were worth at that time $10 per acre. A treaty was held that year, at Carey mission, and large bands of Indians were passing claimant's house daily, and took many liberties, such as turning their horses into the cornfield at night, &c., by which he lost his crops.
The next charge is for three hogs stolen. There is nothing in the testimony that shows that they were taken by the Indians, and it sometimes happens that white men do steal hogs upon their (the Indians') credit. This charge cannot be allowed.

The third charge is for wheat destroyed by the band of White Rackoon.

The testimony in this case establishes the fact that fifteen acres of wheat, nearly ripe, was destroyed by the Indians, turning in their horses. Taking into consideration the scarcity of grain, this may be fairly estimated at $1.50 per acre, making in the aggregate $225.

Two calves are charged at $5 each. From the testimony offered, I have no doubt that they were stolen and used by the Indians.

The next item in the claim is for attendance on White Rackoon during his illness, and for burying him when dead. The kindness and humanity of claimant towards this Indian, who had previously done him much injury, clearly shows the good disposition and general benevolence of claimant, as will appear by the testimony.

The proof is good that a cow and calf were lost, but there is no positive testimony that they were taken by the Indians. I cannot, therefore, allow this part of the claim.

The character of the claimant and the testimony is such in this case as to entitle it to weight.

The following is, I have no doubt, an equitable allowance on the claim:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>For eight acres of corn and buckwheat, at $10</td>
<td>$80.00</td>
</tr>
<tr>
<td>For fifteen acres of wheat, at $15</td>
<td>$225.00</td>
</tr>
<tr>
<td>For two calves, at $5</td>
<td>$10.00</td>
</tr>
<tr>
<td>For attendance on and burial of White Rackoon</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

**Amount allowed**

$415.00

No. 28.

William Cochran - $130.00

This is a claim for stolen horses and expenses. The facts, as set forth in the two affidavits, may be true, and yet the claimant not entitled to any thing.

The affidavits do not show that the horse exchanged for the stolen mare has not been returned. The testimony does not show that the Indians stole the claimant's horse; neither does the claimant swear that he has not been compensated.

The claim is therefore disallowed.

No. 29.

Lemuel Bingham - $100.00

There is no proof to sustain this claim, or to show that any depredations were committed by the Indians.

Disallowed.

No. 30.

James Laird - $47.37

The evidence adduced sustains but one charge in this account.

Allowed at $15.37.
This claim is principally founded upon a charge made against the Indians for breaking into claimant's house and turning the faucet of his brandy barrel, by which the contents thereof run out. The claim is not sustained, and cannot be allowed. Disallowed.

No. 32.

Joseph Adams

This claim is for a yoke of oxen, said to have been stolen. No proof is offered that they were got by the Indians. The claim is therefore disallowed.

No. 33.

Eli Penwell

This claim is for seventy-one hogs and two very fine horses, and expenses ($300) in searching for the horses, under the directions of General Tipton, then Indian agent. It is sustained by the affidavit of claimant and three other respectable witnesses. My own personal knowledge of claimant and witnesses, together with the strength of testimony, justifies an allowance of the whole claim.

Allowed for $1,010.

No. 34.

P. & J. J. Godfroy

The testimony in this case (though that of very respectable men) does not prove anything that can sustain the claim.

Disallowed.

No. 35.

John Pilcher

This claim is principally for grinding done for the Indians, and for the destruction of a bolting cloth. The last charge only is sustained satisfactorily.

Allowed, $46.50.

No. 36.

Andrew Nossinger

One branch of this claim is for depredations committed between the years 1829 and 1831, by the Pottawatomies within the Chicago agency—killing twenty head of hogs at different times, worth $6 each, or $120. The second branch of this claim is for depredations committed between the years 1832 and 1833, by the Pottawatomies within the Wabash agency, in killing fifteen hogs, worth $8 each, or $120. This claim is supported by the affidavit of claimant and George Crawford, and is well sustained.

Allowed, $250.
No. 37.

George Meachum

Claimant swears to the loss of his hogs, but produces no testimony showing that they were taken by the Indians.
Disallowed.

No. 38.

Marshall Marvin

Claimed for a heifer stolen and killed by the Indians. Proof sufficient, except as to price.
Allowed, $25.

No. 39.

Alexander Tomlinson

This claim is for a sheep destroyed. There is no testimony adduced to justify an allowance.
Disallowed.

No. 40.

Estate of Samuel E. Johnson

This claim is for hogs stolen and killed. The testimony in this case will not justify an allowance to the full amount, and I think that justice will be done the claimant, with the testimony before me, by an allowance of one-third the amount claimed.
Allowed, $30.

No. 41.

Nathaniel Goldthwait

This claim, for potatoes, pork, and other articles stolen, is against the Ottowas; but $100 of the amount is proved, and it is possible that the Indians resided north of Grand river. It is but fair to allow, as against Ottowas south of Grand river, one-half of the amount proved.
Allowed, at $50.

No. 42.

David Waterman

Claimed for a horse stolen by an Indian in June, 1838. The Indian acknowledged the fact in my presence; and the circumstances attending the acknowledgment left no doubt on my mind of the justice of the claim.
Allowed for $50.

No. 43.

William Watkins

There is no testimony adduced in this case that will warrant the allowance of any part of this claim.
Disallowed.
A list of claims presented by Indians and half-breeds of the Ottawa, Pottawatomie, and Chippewa nations, which have not been acted upon, as no instructions were given me to settle this class of claims.

<table>
<thead>
<tr>
<th>No.</th>
<th>Names</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>John B. Ducharme</td>
<td>$170.00</td>
</tr>
<tr>
<td>2</td>
<td>A. A. Bertrand</td>
<td>185.00</td>
</tr>
<tr>
<td>3</td>
<td>J. B. Bertrand</td>
<td>287.00</td>
</tr>
<tr>
<td>4</td>
<td>John B. Ducharme</td>
<td>183.00</td>
</tr>
<tr>
<td>5</td>
<td>Joseph Bertrand, jr.</td>
<td>2,213.40</td>
</tr>
<tr>
<td>6</td>
<td>Leon Bourassa</td>
<td>1,595.50</td>
</tr>
<tr>
<td>7</td>
<td>Mary Naddan</td>
<td>509.26</td>
</tr>
<tr>
<td>8</td>
<td>Lawrence J. Bertrand</td>
<td>130.00</td>
</tr>
<tr>
<td>9</td>
<td>J. B. Ducharme</td>
<td>50.00</td>
</tr>
<tr>
<td>10</td>
<td>Éliehne Benac</td>
<td>1,118.75</td>
</tr>
<tr>
<td>11</td>
<td>Étienne Lamerandiére</td>
<td>65.00</td>
</tr>
<tr>
<td>12</td>
<td>Abram Burnett</td>
<td>70.00</td>
</tr>
<tr>
<td>13</td>
<td>Yellow River band</td>
<td>873.75</td>
</tr>
<tr>
<td>14</td>
<td>Benjamin H. Bertrand</td>
<td>147.55</td>
</tr>
<tr>
<td>15</td>
<td>Louison</td>
<td>5.00</td>
</tr>
<tr>
<td>16</td>
<td>Samuel L. Bertrand</td>
<td>258.75</td>
</tr>
<tr>
<td>17</td>
<td>John B. Ducharme</td>
<td>113.50</td>
</tr>
<tr>
<td>18</td>
<td>Sin-is-quah</td>
<td>5,710.00</td>
</tr>
<tr>
<td>19</td>
<td>O-kee-che</td>
<td>170.00</td>
</tr>
<tr>
<td>20</td>
<td>Wa-ba-niur</td>
<td>150.00</td>
</tr>
<tr>
<td>21</td>
<td>Be-zan-ge</td>
<td>7.00</td>
</tr>
<tr>
<td>22</td>
<td>Ko-to-wause</td>
<td>2,000.00</td>
</tr>
<tr>
<td>23</td>
<td>Cork-meke-say</td>
<td>80.00</td>
</tr>
<tr>
<td>24</td>
<td>Mes-sah</td>
<td>982.00</td>
</tr>
<tr>
<td>25</td>
<td>Mes-sah</td>
<td>1,268.00</td>
</tr>
<tr>
<td>26</td>
<td>Miss-sin-a-go-quah</td>
<td>572.00</td>
</tr>
<tr>
<td>27</td>
<td>Po-ca-gon</td>
<td>130.50</td>
</tr>
<tr>
<td>28</td>
<td>No-ta-ke-ke, (two sections of land.)</td>
<td>130.00</td>
</tr>
<tr>
<td>29</td>
<td>Che-taw-wan</td>
<td>100.00</td>
</tr>
<tr>
<td>30</td>
<td>Pash-po</td>
<td>100.00</td>
</tr>
<tr>
<td>31</td>
<td>Num-kee</td>
<td>76.25</td>
</tr>
<tr>
<td>32</td>
<td>Betsy</td>
<td>160.00</td>
</tr>
<tr>
<td>33</td>
<td>Se-me-go-sh</td>
<td>322.00</td>
</tr>
<tr>
<td>34</td>
<td>Che-chaw-cose</td>
<td>62.00</td>
</tr>
<tr>
<td>35</td>
<td>Louison</td>
<td>12.00</td>
</tr>
</tbody>
</table>

Amount claimed $19,849.21
The report of the commissioner is confirmed, save in the cases recommended to be rejected by the Commissioner of Indian Affairs, in all whose recommendations I concur, except that in the case of the Rev. S. Bernier, whose claim is allowed.

The class of cases embracing goods sold since the organization of the commission is allowed as such, and so are the depredation claims and allowances.

There can be no objection to issue certificates to the claimants for the sums allowed, provided they bear on their face the conditions and terms of payment; a proper proportion of the annuities belonging to the emigrants to be applied annually to the discharge of these claims.

J. R. POINSETT.

JANUARY 13, 1842.

I consider the claims which are the subject of the report of the Commissioner of Indian Affairs, within referred to in the decision of Mr. Poinsett, substantially disposed of by that decision, and the following directions are given for the purpose of executing it: Certificates of the amount of indebtedness by each Indian, specifying the name of the creditor, to be issued by General Mitchell, in a form to be prescribed, and declaring that, on producing to the agent charged with the payment of annuities satisfactory evidence of the assent of the debtor that the debt shall be satisfied out of his annuity, such agent will be authorized to apply such annuity accordingly, in portions not exceeding one-fifth in each year.

An exception to the above is to be made in favor of those creditors who furnished goods to the Pottawatomies at the time of their emigration, at the request of the agent of the Government and of the Indians, and with their implied assent that the amount should be satisfied out of their funds. In this class of cases the certificates need not require the assent of the debtor, but a portion of his annuity, not exceeding one-fifth, may be applied in each year to the discharge of the amount specified in the certificate.

In respect to the claim of the Rev. S. A. Bernier, allowed by Mr. Poinsett, it may be paid by deducting, in each year, one-third of its amount from the total of the annuities payable to the band for whom the services were rendered, and paying it to him or his attorney. The allowed claims for depredations, where the offender is unknown, should be deducted from the aggregate of the annuities, in portions of one-third in each year, as in the case last mentioned.

Interest cannot be allowed, being contrary to the long-established usage.

J. C. SPENCER.

No. 74.

OSAGE RIVER SUB-AGENCY,
February 8, 1841.

Sir: Enclosed herewith is a communication from some of the Pottawatomie Indians, which embraces the principal men of the last emigrants, with
whom Muck-e-moote emigrated; and I am inclined to the opinion that he
is not taken to Washington to express the wish of the people he is said to
represent, but to serve individual purposes; and how far such conduct
should be approbated by the Department is not for me to say.
I am, sir, very respectfully, your most obedient servant,

ANTHONY L. DAVIS,
Indian Sub Agent.

T. HARTLEY CRAWFORD,
Commissioner of Indian Affairs.

POTTAWATOMIE CREEK, February 3, 1841.

OUR FATHER: We, the chiefs and warriors of the tribe of Pottawatomie
Indians who lately emigrated from Indiana and Michigan, would most re­
spectfully represent to you that Muck-e-moote and three others of our tribe
have left us at our new homes, on the Osage river, in company with the
Rev. Mr. Ketchum, for Washington city. These men have left here with­
out the consent of the tribe or band to which they belong. We therefore
take this means to inform our father that these men are not considered by
us as chiefs, and that they are not authorized to transact any business
of any kind for the nation. They left without letting the nation know
where they were going; and should they represent any thing to our father
at Washington to be the wish of the Pottawatomies, it is our wish that they
should not be heard, for we have no idea that they have been taken there
for the benefit of the nation, or they would have made their intention, or
the intention of the individual who takes them there, known before they left
us; but, instead of doing so, it was not until several days after they left
that we knew that it was their purpose to go to Washington. We send
this letter to you through our agent, who we also informed of these men's
conduct as soon as we became apprized of their intention.

We are, very respectfully,

Os-met his mark. Tha-ka-nah-he his X mark.
Was-saw-we his X mark. Shep-she-wah-no his X mark.
Kapes-co-wet his X mark. Ship-e-nah his X mark.
To-pen-ebi, 2d his X mark. Toh-ko-che his X mark.
Ke-wah-co-ack his X mark. Tha-qua his X mark.
Uche-tum his X mark. Te-kaw-gas his X mark.
M. Ki-tab-na his X mark. Cho-check his X mark.
Chi-qua his X mark. Ka-kant-amo his X mark.
O-ko-mah-sis his X mark. O-ka-mass his X mark.
Pe-mus-kes his X mark. Mock-su his X mark.
So-wa-quet his X mark. Show-wah his X mark.
Po-ka-to his X mark. Ka-ke-me-kah his X mark.
Show-to-na his X mark.

Hon. J. R. POINSETT,
Secretary of War.
HEADQUARTERS 7TH MILITARY DEPARTMENT,
Detroit, February 17, 1841.

Sir: I have the honor to forward to you a letter to me, and the report of Mr. Alexis Coquillard, one of the commissioners appointed, in obedience to the instructions from you, to make a treaty with the Caldwell band of Pottawatomie Indians, now residing near Council Bluffs. I understand that Mr. McCoy has made his report direct to your Department.

I am, sir, very respectfully, your most obedient servant,

H. BRADY,
Brigadier General U. S. Army.

Hon. J. R. POINSETT,
Secretary of War.

Sir: I have the honor to submit to you the following report: In compliance with the instructions contained in the commission, dated August 10, 1840, appointing me, in connexion with the Rev. Isaac McCoy, of Westport, Jackson county, Missouri, agents, on the part of the Government, to effect a treaty with the united nation of Pottawatomies, Ottowas, and Chippewas, I left South Bend, State of Indiana, October 8, 1840, and proceeded to Westport, State of Missouri, taking in company with me, George Crawford, as secretary to the commission. We arrived at Westport, Missouri, on the 26th, and after consulting Mr. McCoy as to the object of the Government, as detailed in the instructions contained in the commission as above mentioned, the form of the treaty was drawn up by Mr. McCoy, as stated in the recorded proceedings, by the secretary to the commission. It was my decided opinion that the commission should first proceed to the Osage, and obtain a consent of those Indians to a cession of the country, so far as their interest was concerned, and the plan suggested itself to my mind, by which the object might be attained; that was, to invite those Indians of the Osage to attend the council, at Council Bluffs; but to this latter plan there were insuperable objections, as the payment had not been made as yet, and probably would not be made until late in November; and, in case this objection were removed, but a few could attend, and that at a considerable expense to the Government; so that with a view to economy, and for the benefit of all concerned, I determined to pursue the course just suggested. To this Mr. McCoy first objected, but, on further reflection, agreed to sanction what I should do, refusing to go himself, giving for reason that he had just returned from the Osage, and that his family were not in good health, &c. But on my arrival at the Osage, and holding a council with the Indians, I came to the conclusion that the true reason was, Mr. McCoy's unpopularity with those Indians, for they used threats of violence on his person should he come within their vicinity. I succeeded, in my views at the Osage, with the exception of one chief and a small band. On my return to Westport, Mr. McCoy seemed perfectly satisfied with what I had done, and we proceeded to Council Bluffs, but, owing to various circumstances, we could not succeed according to our expectations. Early in the fall the Sioux made an attack on the Pottawatomies of the Bluffs, and the Indians had scattered very much, so that it required very great exer-
tions to collect them together, had there been no other difficulties existing to the accomplishment of the object in view; but candor compels me to state that I found stronger prejudices existing against Mr. McCoy with the Indians at the Bluffs than even with those of the Osage; and it is my opinion, that one great reason that the Indians did not come in when sent for is, that they did not wish to have any thing to do with the commission while Mr. McCoy had any thing to do with it. The chiefs and headmen that were at the Bluffs made statements to me to this amount, at various times. In consequence of this kind of feelings existing towards Mr. McCoy, he seemed to become restive, and found much fault with me, so that much difficulty existed with the commission.

However, I should have been very glad that the commissioners could have united in making their report, and I should have been very anxious to have made an effort to have done so, but was prevented by Mr. McCoy's delay on his return from Council Bluffs, owing to the indisposition of Dr. Lykins, his son-in-law; but, as he will send in his report, the department will be in possession of all facts in relation to this matter. For the truth of all that I have stated in relation to Mr. McCoy in this matter, I appeal to the interpreters, and those that could understand the Indian language; and, more, the Indians said they would not have any thing to do with him, (Mr. McCoy;) and that they believed him to be a bad man. Mr. McCoy seemed to be very anxious to retain his commission, or rather hold on to it. He proposed an adjournment of the council until the 15th of June next, to which I would not agree; and the council adjourned sine die. And inasmuch as the Government has been anxious to effect an exchange of country with the united nation, and I have been instrumental in the latter attempt, which has failed in consequence of the circumstances above mentioned, which I could not ultimately control, although I did recommend Mr. McCoy to the appointment, and had some years previously been acquainted with him, but I never had been associated with him in business—if he (Mr. McCoy) had been an entire stranger to the Indians, I have but little doubt but we should have succeeded; and I think I am not mistaken in assuring the department that, should the Government still be desirous to accomplish a treaty, I feel confident, should I have the opportunity of making an effort in connexion with some one else, we could undoubtedly succeed; for during my detention at the Bluffs I became familiarly acquainted with the two principal chiefs, the half breeds, and many of the Indians. All made pressing applications that I should return for the purpose of making a treaty; but, in order that Mr. McCoy may more thoroughly test his influence with the Indians; I should be glad to see him return to the Bluffs with the same commission alone, on the 15th June, the time to which he wished to adjourn the council, and then he will be more fully satisfied as to the fact of his making a treaty, as he no doubt supposes he can; and I am satisfied that he cannot do any thing with either the Indians of Council Bluffs or the Osages; and as there were no funds placed in my hands by the Government, for defraying the expense that would necessarily occur, I have advanced a considerable amount in feeding the Indians and in supplying them with tobacco, &c., my travelling expenses and the secretary's, as also that of the interpreter, Joseph Bertrand, jun.; all of which I have vouchers for, or nearly so. I have every reason to believe, that when a draft is given on the Secretary of War, and the expenses paid as above mentioned allowed, that I will be allowed the usual compensation per
day, as $8 per day was no object to induce me to leave my business. On my way to Westport, I met with Mr. Samuel P. Brady, on his return from the west; and, inasmuch as he did not wish to return; I invited Mr. Crawford to accompany me as secretary to the commission, and, on my arrival at Westport Mr. McCoy approved of the appointment. I presume that the Government will not consider it any presumption on my part to say, that in becoming more particularly acquainted with the country on the northeast side of the Missouri river, at present occupied by a majority of the united nation of Pottawatomies, Ottowas, and Chippewas, it is much superior in point of soil and location to what I had previously supposed it to be. The only very great objection to it, as an Indian country, is this: the Missouri river, forming the western boundary of that country, affords a too convenient way of importing to those Indians many articles altogether unprofitable and injurious to their welfare, and which greatly impede the progress of their civilization.

Very respectfully, your obedient servant,

A. COQUILLARD,
Commissioner.

Brigadier General H. BRADY,
Commandant of the 7th Division of U. S. A.

The following is the record, in compliance with the order of a commission issued by Brigadier General Brady, commandant 7th department United States army, dated 10th August, 1840, appointing A. Coquillard, Esq., of South Bend, Indiana, and the Rev. Isaac McCoy, of Westport, Jackson county, Missouri, commissioners to treat with the united nation of Chippewas, Ottowas, and Pottawatomies:

A. Coquillard left South Bend, Indiana, on the 8th day of October, 1840, and proceeded, with the least possible delay, to Westport, Missouri, where he arrived on the 26th of the same month; at which place, the latter commissioner (Mr. McCoy) was consulted, and the form of a treaty was drawn up by the said McCoy, and put into the hands of the former commissioner, who proceeded immediately to the Osage, where he arrived on the 29th of October. The Indians being notified of the arrival of the commissioner, and the object of the Government, Saturday, the 31st, was agreed on to hold a council:

Saturday, October 31.—Met in council on Sugar creek. A full attendance, with the exception of To-pen-a-pee and a portion of his band.

Mr. Coquillard here addressed them as follows, to wit:

"I am sent by your great father, the President of the United States, to treat with the united nation of Chippewas, Ottowas, and Pottawatomies, for an exchange of country, with a view of uniting you here in this country. That the moneys of each may constitute a common fund for the benefit of the whole, my children, you are a part of that united nation, and have an interest in the country where your friends are now living, north of the Missouri river; and your great father desires that you would cede your right to that country, and also agree to a reunion, so far as to take a country in common."

Here Mr. Coquillard explained, to a considerable length, the advantages
which would result to the whole nation in their giving their general assent to the views of the Government. To which Sag-au-naw, the chief and speaker, replied: He said, after a consultation among themselves, that they were not ready that day to make a reply, but would meet in council on Monday, and give an answer to what had been said to them.

Monday, November 2.—Met in council, pursuant to adjournment, and Sag-au-naw made the following reply: That the Indians had been acquainted with Mr. Coquillard as a trader; that they had found him honest, and that he had always been their particular friend, and that they entertained a disposition to aid the views of the Government, through the friendly relations that had existed for many years in their intercourse; and that, in addition to what had been offered by him on the part of the Government, they would make a further request of an additional donation of fifty dollars, for the benefit of the church now being erected by the Government; and the further request of this sum being granted, they would sign the treaty, subject to the approval of their friends at the Council Bluffs. Said request was complied with, and a draft given by Mr. Coquillard on the South Bend Branch Bank of the State of Indiana, for the purpose aforesaid.

The following is a copy of said treaty, and the signatures:

A treaty made and concluded at Council Bluffs, this one thousand eight hundred and forty, between Alexis Coquillard and Isaac McCoy, commissioners on the part of the United States, on the one part, and the united nation of Chippewa, Ottowa, and Pottawatomie Indians, on the other part, which is in the following words, to wit:

Whereas, by the treaty of Chicago of the 26th day of September, A.D. 1833, a tract of country was assigned to the said united nation west of the Mississippi river; and whereas, by the treaty concluded at Washington city on the 11th day of February, eighteen hundred and thirty-seven, a tract of country on the Osage river, southwest of the Missouri river, and within the Indian territory, was ceded on the part of the said united nation; and whereas no good reason exists why the said united nation should be separated in their settlements, on lands which are located upwards of two hundred miles apart; therefore, with the view of bringing all parts of the said united nation into the same country, and that the country which is set apart exclusively for Indian settlements, the following articles are agreed to by the respective parties of this convention, viz:

Article 1. The said united nation of Chippewa, Ottowa, and Pottawatomie Indians have ceded to the United States all that tract of country assigned to it by the treaty of Chicago, on the 26th day of September, 1833.

Article 2. In consideration, in part, of the above cession, it is hereby agreed that the United States shall convey to that part of the said nation of Indians that is at present located on the land above ceded a tract of country on the Osage, adjoining to the tract of country secured to a part of the nation by the treaty at Washington of February 11, 1837, and since surveyed, and at present occupied by a part of the nation; which tract of country shall be either the exclusive property of that part of the nation now residing on the northeast side of the Missouri, or it may be consolidated with the tract which has been surveyed, and at present occupied by a portion of the nation, as the parties composing the said nation shall
agree; and in either event, the boundaries of the tract of land conveyed by this article shall be as follows: A tract of country of equal extent, and of as good if not superior quality, and bounded as follows:

and the said acres described in this article shall be secured to the said portion of the united nation, the majority of which are now located on the northeast side of the Missouri river, or to the united nation, as the case may be, by patent in fee simple, with the following exceptions, viz: The Indians shall never be at liberty to locate on the land patented any person destitute of Indian blood, without the consent of the United States; nor shall any portion thereof be sold or leased, except to the United States; and the United States shall continue to have the right to establish thereon military posts and public roads, and to place thereon such agents, blacksmiths, teachers, and other persons, as the President of the United States shall deem expedient: PROVIDED, however, The said united nation reserve to themselves the right to petition to the President of the United States for the privilege of selecting from among themselves the agents, blacksmiths, and teachers, and all other persons, such as the President of the United States shall deem expedient; and the exterior boundaries of the said tract of land, and also such division lines as the Indians may hereafter require for the purpose of describing farm lots of suitable dimensions, shall be surveyed and plainly marked out by the United States.

Article 3. That portion of the united nation which now resides on the northeast side of the Missouri river agrees to remove to the lands above described within the year 1841, and the expense of the removal shall be borne by the United States; and to all emigrants under this treaty the United States shall furnish subsistence for the term of one year after their arrival at the country herein secured to them.

Article 4. As a further consideration for the above lands ceded to the United States, the latter agrees to pay to the said united nation one hundred thousand dollars.

Article 5. The one hundred and fifty thousand dollars furnished to the Pottawatomie nation by the 3d article of the treaty of Chicago, September 26, 1833, for the erecting of mills, farm houses, blacksmiths' shops, to agricultural improvements, to the purchase of agricultural implements, to the support of such physicians, millers, farmers, blacksmiths, and other mechanics proper to be appointed by the President himself, or on the petition of the Indians, shall be applied as soon as practicable after the settlement of the emigrants in their new country; and also, the interest on the seventy thousand dollars, provided by the same article, for the purpose of education and encouragement of the domestic arts; as, also, a part of the one hundred and fifty thousand dollars, on the application of the united nation petitioning for the erection of the above saw and grist mills.

A. COQUILLARD.
SAG-AU-NAW, (Chief Speaker,) his mark.
Che-bas his mark. Ia-way his mark.
We-we-saw his mark. Muc-s-eta-wa his mark.
Che-chaw-cose his mark. Nun-kee his mark.
Be-se-ah his mark. Mo-no-man-nee his mark.
Pa-ma-di-si his mark. No-ak-a-to his mark.
Louison his mark. Hu-an-o his mark.
Mas-suck  his X mark.  Shuk-e-buk  his X mark.
Pach-ka-sha  his X mark.  Gib-an-ash  his X mark.
I-o-quis  his X mark.  Was-na-qua  his X mark.
Mec-saw-ber  his X mark.  Pam-ge-a-an  his X mark.
Kas-qua  his X mark.  Che-no-ka-man  his X mark.
Mas-ko-mi  his X mark.  Kock-mock-sin  his X mark.
Pe-pe-sash  his X mark.  WAR CHIEFS.
Nas-neas  his X mark.
Ak-ko-see  his X mark.
No-ak-a-to, 2d his X mark.
Shaw-quash  his X mark.
Skin-wa  his X mark.
Ko-so-waw  his X mark.
Mak-e-no-be  his X mark.
Mes-sah-clueftes  his X mark.
Mes-so-bun-not  his X mark.
Warb-mack  his X mark.
Pa-tor-qua  his X mark.
Wa-ga-mu-cut  his X mark.
Nun-e-ku-see  his X mark.
Che-quis  his X mark.
Shap-kuk  his X mark.

Signed in presence of—
GEORGE CRAWFORD, Secretary to the Commissioners.
ABRAM BURNET, Interpreter.
ANDREW JACKSON.
RICHARD FURMAN.
J. W. BOURASSA.
LEWIS COMPTON.

November 6th, arrived at Westport, on our return from the Osage; 7th and 8th, at Westport, making preparations to go to the Council Bluffs; and on the 9th, left Westport, Missouri, for the Council Bluffs, seven in company, to wit: Messrs. Coquillard and McCoy, commissioners; J. Lykins, physician; Luther Rice and Joseph Bertrand, jr., interpreters; myself; as also J. B. Bertrand, having charge of the pack horse. Travelled on the 10th, 11th, 12th, 13th, 14th, 15th, and 16th; arrived at the Council Bluffs. The principal body of the Indians had left the Council Bluffs for their hunting ground, early in October, or immediately after the payment. This early departure of the Indians from the Bluffs was considered by all to have been occasioned by an attack of the Santee Sioux band on the Pottawatomies of the place. The 17th, 18th, 19th, and 20th, were employed in engaging runners to notify the Indians and bring them in. On the last day mentioned Messrs. Frs. Burbouner and William Holliday were engaged and started for the Nodaway and Grand rivers. On the 29th November Mr. Joseph Bertrand, jun., and an Indian were sent to the Raccoon fork of the Des Moines, to notify the bands of Meama and Anteg, and to bring them in if possible. This express returned after two days’ absence, and found no Indians. December 10th, received an express.

December 10th.—Received a letter by express Indian from Mr. Holliday, which informed the commissioners that the Indians would be in from the 15th to the 20th instant, in case the commissioners would wait, and on the