

University of Oklahoma College of Law

## University of Oklahoma College of Law Digital Commons

---

American Indian and Alaskan Native Documents in the Congressional Serial Set: 1817-1899

---

2-26-1846

**Miami Indians. Letter from the Secretary of War, transmitting a report of the Commissioner of Indian Affairs relative to the removal of the Miami Indians, in compliance with a resolution of the House of Representatives of February 21, 1846.**

Follow this and additional works at: <https://digitalcommons.law.ou.edu/indianserialset>



Part of the [Indigenous, Indian, and Aboriginal Law Commons](#)

---

### Recommended Citation

H.R. Doc. No. 142, 29th Cong., 1st Sess. (1846)

This House Document is brought to you for free and open access by University of Oklahoma College of Law Digital Commons. It has been accepted for inclusion in American Indian and Alaskan Native Documents in the Congressional Serial Set: 1817-1899 by an authorized administrator of University of Oklahoma College of Law Digital Commons. For more information, please contact [Law-LibraryDigitalCommons@ou.edu](mailto:Law-LibraryDigitalCommons@ou.edu).

MIAMI INDIANS.

---

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*A report of the Commissioner of Indian Affairs relative to the removal of the Miami Indians, in compliance with a resolution of the House of Representatives of February 21, 1846.*

---

FEBRUARY 26, 1846.

Read, and laid upon the table.

---

WAR DEPARTMENT,

February 25, 1846.

SIR: In answer to the resolution of the House of Representatives of the 21st instant, requiring the Secretary of War to report to the House "a copy of any contract in his department with any person or persons for the removal of the Miami Indians in Indiana; and also to report if any money has been paid upon such contract, and if so, how much, and to whom paid; and also to report if said Indians have been removed, and if not, the cause why said removal has been delayed; and if any change or transfer of said contract has been made, to report the same without delay," I respectfully transmit, herewith, a report of the Commissioner of Indian Affairs, containing, it is believed, all the information required by the resolution.

Very respectfully, your obedient servant,

W. L. MARCY,  
Secretary of War.

Hon. JOHN W. DAVIS,  
Speaker of the House of Representatives.

WAR DEPARTMENT,  
Office Indian Affairs, February 25, 1846.

SIR: I have the honor to report to you on the resolution of the House of Representatives of the 21st inst., requesting a copy of the contract for the removal of the Miami Indians, and other information connected therewith.

On the 6th day of May, 1844, a contract, of which the accompanying paper (marked A) is a copy, was entered into between the United States and Thomas Dowling, of the State of Indiana, for the removal of the Miami tribe of Indians from their present location to the lands set apart for them west of the Mississippi river.

The treaty under which the Miamies obligate themselves to remove is dated November 28, 1840, and they are required to emigrate within five years from the date thereof. Although the contract contemplated their immediate removal in 1844, no power existed to compel them to it before the expiration of the time stipulated by the treaty, to wit, the 28th November last. The Indians have all along expressed an unwillingness to leave the country so long as they were permitted by the treaty to remain, and when the time did arrive, it was thought that the season was too far advanced for them to remove in comfort; and consequently the time has been extended to the approaching spring, when they will be required to go. A superintendent has been appointed, and required to report the precise time when operations can be commenced in the spring.

The resolution inquires "if any money has been paid upon such contract, and if so, how much and to whom paid?"

In reply, I answer that no money has been paid to any person whatever on account of the contract of Thomas Dowling.

A further inquiry is made "if any change or transfer of said contract has been made?"

To this, I answer, that the department has recognised no transfer, but holds Mr. Dowling, the contractor, and his sureties, bound, under his bond, to carry out its provisions, and that no transfer will, under any circumstances, be recognised. There is, however, a power of attorney from Thomas Dowling to Robert Peebles, dated 7th November, 1844, a copy of which is also enclosed herewith, (marked B,) authorizing the latter to receive all moneys that may be due to the former on account of his contract; and Mr. Peebles is believed to be the owner of the said contract, although the department has not, and does not intend to recognise him as such, but looks to Mr. Dowling for its being carried into effect.

Very respectfully, your obedient servant,

W. MEDILL.

HON. WILLIAM L. MARCY,  
Secretary of War.

'A.

*Copy of contract between the United States and Thomas Dowling, for the removal of the Miamies from the State of Indiana to the country set apart for them west of the Mississippi.*

Articles of agreement made and entered into this sixth day of May, in the year one thousand eight hundred and forty-four, between the United States of America, by T. Hartley Crawford, Commissioner of Indian Affairs, of the one part, and Thomas Dowling, of the State of Indiana, of the other part, witness: Whereas, by the eighth article of a treaty made on the twenty-eighth day of November, in the year one thousand eight hundred and forty, between the United States and the chiefs, warriors, and head men of the Miami tribe of Indians, it is stipulated that the said Miami tribe shall remove to the country assigned them west of the Mississippi within five years from the date of said treaty—the United States paying every expense attending such removal, and to furnish rations to said tribe for twelve months after their arrival at said country; and whereas, further, the time has now arrived, when, in the opinion of the Secretary of War, made known to the said T. Hartley Crawford, Commissioner of Indian Affairs, by his letter of instruction bearing date the fourth day of May instant, that such a removal should take place; and has instructed the said T. Hartley Crawford that a proposal, made by the said Thomas Dowling, should be accepted: which proposal is, that he will remove the said tribe during the present season, if practicable, and subsist them for the year, agreeably to the treaty, after their removal to their new homes. Now it is hereby agreed between the said parties of the first and second parts, above mentioned, and the said Thomas Dowling, under the stipulations and conditions hereinafter set forth, doth on his part agree and promise to remove the said tribe of Miami Indians from their present location in the State of Indiana to their new homes in the country designated and set apart for them west of the Mississippi—affording them, in such removal, sufficient and comfortable accommodation, and, during the same, to furnish them with good and wholesome provisions; and after their arrival at their new homes, to subsist them with good and sufficient rations for the period of one year, to be computed from the day on which they all shall have reached their place of destination, and the day on which they shall be mustered by such officer of the government as shall have been selected for that purpose.

And the United States hereby agree to pay to the said Thomas Dowling the sum of fifty-five thousand dollars, (\$55,000,) which, computing the number of Indians to be removed and subsisted at six hundred and fifty souls, will be at the rate of \$84 61 per head; should, however, the number be greater or less, there is to be no additional allowance nor deduction; which sum is to include all payments to the said Thomas Dowling, of any and all kinds whatsoever, viz: For collecting the said Indians, in the first place; feeding them after they shall have been collected, and previous to their start; provisions while on their journey; their traveling expenses; wagons and horses, and feeding of the latter; furnishing a physician and medicines while on their journey; feeding their horses or ponies, that they may carry or have with them, at the rate of four quarts of corn per day to each pony or horse, and whatever else is necessary to their humane and comfortable removal. Moreover, the said Thom-

as Dowling to subsist them for one year after their arrival at their new homes with good and wholesome rations; the ration to be the same as that prescribed by the regulations of the Indian department, viz: one pound of fresh beef or fresh pork, or of three-fourths of a pound of salt pork, and of three-fourths of a quart of corn or corn meal, or of one pound of wheat flour, to each person; and of four quarts of salt to every hundred persons; to be issued daily to each and every Indian emigrated, during their emigration, and twelve months afterwards as aforesaid. It is, however, expressly understood by the parties to this agreement, that the United States reserves to itself the power of designating and appointing the superintendent of emigration, who shall see that the rations on the emigration are issued regularly to each and every Indian, and that the same are good and wholesome. He shall be known as superintendent of emigration, and shall be paid by the said Thomas Dowling for his services out of the money hereinbefore promised and agreed to be paid by the United States, and at the rate prescribed and paid heretofore by the department to officers of like character, viz: at the rate of two thousand dollars per annum, (\$2,000;) to be computed from the time the collection of the Miamies commences for emigration, and until they are delivered over to, and mustered by, the agent, and receipted for in the west. And further: it is hereby understood that no extra charge shall be paid by the United States for any detention that may occur in the collecting and removing of said Miami tribe of Indians; but that all expenses, of whatever character, which may occur in the collecting, transporting, and provisioning any or all of said Indians, shall be paid by the said Thomas Dowling; and that in no event shall the United States hereafter be subject to any claim for damages or compensation for any loss or injury that may be alleged to arise out of this contract, under any circumstances, or in any event whatever. Nor is any force or coercion to be used to compel the said Indians to emigrate until, or unless specially, authorized by the Department of War. And it is hereby expressly understood that the said party of the second part shall be governed by such directions and instructions as he shall from time to time receive from the Secretary of War and Commissioner of Indian Affairs, if it shall be thought necessary to give any.

To cover the cost of emigration as near as can be, a proper proportion of the said sum of fifty-five thousand dollars, (\$55,000,) estimated by the department, is to be paid to the said Thomas Dowling after a muster-roll of the said tribe of Indians shall be received at the department, with a receipt thereon endorsed or written, specifying that the said Indians have been delivered to, and received by, the agent or officer who shall be designated by the department to receive and receipt for them. The subsistence for the year to be paid for quarterly, on a return by the proper agent that subsistence has been furnished for the three months immediately preceding such return, according to such estimate as the department shall make under the contract.

A bond for the faithful performance of these articles shall be given by the said Thomas Dowling to the United States in the sum of fifty-five thousand dollars, (\$55,000,) with two or more sureties, whose sufficiency shall be certified to by a United States district judge, or attorney; and thirty days from this date are allowed for filing such approved bond in this office.

In witness whereof, the said T. Hartley Crawford has hereunto set his

hand and seal, as Commissioner of Indian Affairs, in accordance with the instructions of the Secretary of War, above referred to; and the said Thomas Dowling has affixed his hand and seal, the day and year first above written.

T. HARTLEY CRAWFORD, [SEAL.]  
*Commissioner Indian Affairs.*  
 THOMAS DOWLING. [SEAL.]

In presence of SAML. HUMES PORTER.

A true copy :

S. H. PORTER, *Chief clerk.*

---

B.

Know all men by these presents, that I, Thomas Dowling, of the county of Vigo, and State of Indiana, do hereby, by these presents, make, constitute, and appoint, Robert Peebles, of the city of Pittsburg, and State of Pennsylvania, my true and lawful attorney, for me and in my name and stead, to draw or check upon the government of the United States for the amount of money which may be from time to time advanced to me, or may be hereafter due me, upon a contract made by me with said government, on May 6th, 1844, for the removal and subsistence of the Miami Indians of the State of Indiana, hereby expressly giving and granting to the said Robert Peebles all the power and control over the money which may be advanced or which may be due upon said contract from time to time, which I could myself exercise by virtue of said contract, giving him power to check for all such money, from time to time, until said contract is completed and fully paid by said government; hereby also, to all intents and purposes, ratifying whatever the said Robert Peebles may lawfully do in the premises, either by such drafts or checks as aforesaid, or by the execution of receipts to the said government for such money as he may receive, and making this letter of attorney forever irrevocable.

Given under my hand and seal this 7th day of November, A. D. 1844.

THOS. DOWLING. [SEAL.]

Done in the presence of—

ALBERT LANGE,  
 G. H. PENFIELD.

STATE OF INDIANA, }  
 Vigo county, } ss.

Be it remembered, that this day personally came before me, the undersigned, a justice of the peace in and for the said county, the aforesaid Thomas Dowling, who has signed the foregoing power of attorney, and acknowledged the same to be his act and deed for the purposes therein mentioned.

Given under my hand and seal this 7th day of November, A. D. 1844.

ALBERT LANGE, J. P. [SEAL.]

STATE OF INDIANA,  
*Vigo county,* } ss.

I, Charles T. Noble, clerk of the circuit court in and for the said county of Vigo, do hereby certify, that Albert Lange, whose name appears to the foregoing certificate, is, and was at the time of the signing thereof, an acting justice of the peace in and for the said county of Vigo, duly commissioned and qualified; that his aforesaid signature is genuine, and that full faith and credit is due to all his official acts.

Given under my hand and seal of said court, at Terre Haute, in said county of Vigo, this 7th day of November, 1844.

C. T. NOBLE, *Clerk.*

STATE OF INDIANA,  
*Vigo county,* } ss.

I, John Law, president judge of the seventh judicial circuit of the State of Indiana, do hereby certify, that Charles T. Noble, who has signed the foregoing certificate, is, and was at the time of signing the same, clerk of the circuit court in and for the said county of Vigo, duly commissioned and qualified; that the foregoing signature of his is genuine, and that all his acts as such clerk are entitled to full faith and confidence.

Given under my hand this 7th day of November, A. D. 1844.

JOHN LAW.