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Report of the Secretary of War, submitting a communication from the Commissioner of Indian Affairs, with a report from the commissioner appointed to investigate whether the Seneca Indians have sustained losses through a late sub-agent of the United States.

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REPORT

OF

THE SECRETARY OF WAR,

SUBMITTING

A communication from the Commissioner of Indian Affairs, with a report from the commissioner appointed to investigate whether the Seneca Indians have sustained losses through a late sub-agent of the United States.

JANUARY 19, 1848.—Read.

MARCH 29, 1848.—Referred to the Committee on Indian Affairs, and ordered to be printed.

WAR DEPARTMENT, *January 18, 1848.*

SIR: I have the honor to transmit a communication from the Commissioner of Indian Affairs, with the report of the commissioner appointed to investigate whether the Seneca Indians of New York have sustained losses through a late sub-agent of the United States, and the evidence, collected by him, required by the fourth section of the act of June 27, 1846, making appropriations for the Indian Department.

Very respectfully, your obedient servant,

W. L. MARCY,
Secretary of War.

HON. GEORGE M. DALLAS,
President of the Senate.

WAR DEPARTMENT,
Office Indian Affairs, January 17, 1848.

SIR: By the fourth section of the act of June 27, 1846, making appropriations for the service of the Indian Department, the Secretary of War was "required to ascertain what moneys have been wrongfully withholden from the said Senecas, (the Seneca Indians of New York,) by the late sub-agent of the United States, and so lost to them; and to that end the said Secretary is authorized, if in his judgment it shall be necessary and expedient so to do, to issue a commission or commissions to some discreet person or persons, to be selected by him, to take testimony in the premises, and to report the same to Congress." Five hundred dollars were appropriated to defray the expenses incident to this investigation.

On a full consideration of the subject, it was deemed to be the best and only effectual mode of executing the duty, to appoint a commissioner to make the investigation, and to collect evidence upon the subject. A gentleman in the section of the State in which the Indians reside, of good character and standing in the legal profession, and who, from former business connexion with them, was supposed to possess some general knowledge of them and their affairs, was accordingly selected and appointed by you for the purpose, on the 1st of September, 1846. A copy of the instructions given to him is submitted herewith, marked A, from which it will be seen that the department had little or no information upon the subject, and that it could only be traced through inquiries of the Indians themselves, and such white persons as were supposed to have taken an interest in their affairs, and who could possibly give some information or render some aid in the investigation.

The distance and scattered positions of the parties from whom information had to be sought, and the unwillingness or inability, from physical affliction, of the "late sub-agent," to meet the allegation of his having retained the money, together with other circumstances of difficulty, greatly delayed the progress of the investigation—the commissioner's report having only a short time since been received.

The law requires the transmission of only the evidence collected to Congress, but, in addition to this, I deem it proper to lay before you, also, copies of the commissioner's report and the documents therein referred to, all of which have more or less bearing upon the subject of investigation.

The whole matter having originated in the Senate, and the papers being voluminous and requiring some time to transcribe, it is thought best to submit the present copy for transmission to that body, without waiting for a second copy for the House of Representatives.

Very respectfully, your obedient servant,

W. MEDILL.

Hon. W. L. MARCY,
Secretary of War.

A.

WAR DEPARTMENT,
Office Indian Affairs, September, 1846.

SIR: Having been appointed, on the 1st instant, commissioner, to make the investigation necessary to ascertain "what moneys have been wrongfully withheld from the Seneca Indians, in the State of New York, by the late sub-agent of the United States, and so lost to them," I proceed to give you such instructions as it is in my power to give; the details of which will, necessarily, be very limited.

The moneys said to have been retained by the sub-agent, and not paid over to the Indians, were received by him from the State of New York and the "Ogden Company," and did not pass through the hands of the government; consequently, all the information which the department is possessed of is derived from the Indians themselves, or individuals attending to their interests. The sub-agent always received the money upon orders directly emanating from the chiefs, or constituted authorities of the nation, to be by him paid over as he might be directed by the same authority; there was, therefore, no accountability on the part of the sub-agent to the government.

He acted as the agent or attorney for the Indians in his private capacity, although he was selected, as they state, in consequence of his connexion with the government, thereby, as they supposed, increasing the safety of the money coming into his hands; all, therefore, that the government could do, was to admonish the agent to act justly towards the Indians, and this was repeatedly done, and as often explained, to the satisfaction of the department, by him until his resignation, on the 20th October, 1840, when it became apparent that all was not right; but the sub-agent being out of office the department had no means of compelling the restitution of the moneys said to have been withheld.

The subject has been repeatedly brought before the department by the chiefs themselves, but in such general terms that the files and records of this office do not furnish any data by which to ascertain particulars. All that it is possible to do, in the absence of such data, is to refer you to the chiefs, their interpreters, and such other persons as appear to have taken an interest in their concerns, and have, from time to time, attended to their business, and made representations in their behalf. The only paper on file in this office that enters into particulars is a private memorial from the chiefs to Congress, dated in December, 1845, and sent to this office by Phillips E. Thomas, of Baltimore, on the 7th January last. I enclose a manuscript copy of this paper, and beg leave to call your attention to the information it contains. I also annex a list of the names of the persons who have, from time to time, corresponded with the department on this subject, that you may, if you deem it necessary, apply to any or all of them for what they may know in relation to the matter.

In making this investigation, you will be governed by the act creating the commission, and must depend upon such information as is given you by the parties in interest. I would suggest, and it is merely a suggestion, that you call together the principal men of the Senecas, and obtain from them the grounds of their complaint, and the names of the persons on whom they rely to establish their claims upon the sub-agent. This, I am of opinion, is the only way for you to proceed, but you will be better able to judge when you shall have looked into the matter.

You have already been advised, by the letter from the Secretary of War, as to your compensation, and the amount of the appropriation, which latter, I beg leave to repeat, must not, in any event, be

exceeded, as it was intended to meet every expense that could possibly be incurred in accomplishing the object in view.

I should be glad to hear from you, from time to time, stating your progress, and if any thing occurs which can induce you to suppose that the department can furnish any additional information, or make any useful suggestion, I beg you will not hesitate to communicate your wishes.

The following is the list of the persons before referred to:

R. B. Heacock, Buffalo,
 Jno. Kennedy, jr., Buffalo,
 Elijah Wilson, Vernon,
 Thos. Dole, Buffalo,
 Comptroller of New York, Albany,
 Cashier of the Ontario bank, Ontario,
 Griffith M. Cooper, Williamson, Wayne county,
 W. S. Burling,
 Asher Wright, Buffalo,
 Edward Paine, Aurora,
 Morris B. Pierce, Buffalo,
 N. T. Strong, Buffalo,
 S. Wilkinson.

A letter has this day been addressed to the sub-agent, for the New York Indians, William P. Angel, at Ellicottville, requesting his co-operation with you; and that he will fix upon such of the chiefs or other persons whose presence and information will be essential to you in your investigations. He will call them together and inform you what he has done, and of the best time for the commencement of your operations.

This course is adopted that you may not be under the necessity of incurring any expense that can be avoided, and that the knowledge of the sub-agent, with regard to the affairs of the Indians, may be made available to you. I will thank you to communicate freely with Mr. Angel, and by a comparison of views trouble may be saved to all parties.

As you may wish to obtain information from some persons living remote from the place where the investigation will take place, I have to suggest that it can be done by correspondence, thereby saving the expense of travel to them or they to you, which would absorb more money than the appropriation of \$500 would bear.

It may be proper to remark, that it is not intended that Mr. Angel shall, in any way, participate in the business of the commission, but merely to aid you as far as it may be in his power. He has been so informed.

Very respectfully, your obedient servant,

W. MEDILL.

THOS. B. STODDARD, Esq.,

Irving, Chatauque county, New York.

IRVING, *November 26, 1847.*

SIR: The undersigned having been appointed by you in September, 1846, commissioner to make the investigation "necessary to ascertain what annuities or moneys have been wrongfully withheld from the Seneca Indians, in the State of New York, by the (then) late sub-agent of the United States, and so lost to them," has the honor to report, that on application to "the Commissioner of Indian Affairs," he promptly furnished me with—

1. A copy of *charges* preferred by the Senecas in their memorial of December, 1845.

2. The "*act*" authorizing this commission.

3. A letter of "*instructions*" or suggestions for my government.

4. Comprising a "*list of individuals* who had corresponded with the department on the affairs of said Indians," appended.

The "commissioner's" letter informs me "that the moneys said to have been retained by the sub-agent, and not paid over to the Indians, were received by him from the State of New York and the Ogden company, and did not pass through the hands of the government, consequently all the information which the department is possessed of is derived from the Indians themselves, or individuals attending to their interests."

That "the sub-agent always received the moneys upon orders emanating from the chiefs or constituted authorities of the nation, to be by him paid over, as he might be directed by the same authority; there was, therefore, no accountability on the part of the sub-agent to the government."

That "he acted as the *agent or attorney for the Indians in his private capacity*, although he was selected, as they state, in consequence of his connexion with the government, thereby, as they supposed, increasing the safety of the moneys coming into his hands."

That "the subject has been repeatedly brought before the Department by the chiefs themselves, but in such general terms, that the files and records of this office do not furnish any data by which to ascertain particulars."

"All that it is possible to do, in the absence of such data, is to refer you to the chiefs, their interpreters, and such other persons as appear to have taken an interest in their concerns, and have from time to time attended to their business, and made representations in their behalf."

"The only papers on file in this office that enters into particulars, is a private memorial from the chiefs to Congress, dated in December, 1845, and sent to this office by Philip E. Thomas, of Baltimore, on the 7th January last. I enclose a manuscript copy of this paper, and beg leave to call your attention to the information it contains."

"In making this investigation, you will be governed by the act creating the commission, [a copy of which is herewith,] and must depend upon such information as is given you by the parties in interest."

Reference was accordingly had to the parties in interest.

The parties residing some hundreds of miles apart, it was deemed inexpedient to attempt, with the limited means appropriated to this service, to bring them with witnesses (if any) together, in the first instance.

Whilst the following portion of my instructions seemed to indicate the next best course:

"I would suggest (and it is merely a suggestion) that you call together the principal men of the Senecas, and obtain from them the ground of their complaints, and the names of the persons on whom they rely to establish their claims upon the sub-agent." * * *

"As you may wish to obtain information from some persons being remote from the place where the investigation will take place, I have to suggest that it can be done by correspondence, thereby saving the expense of travelling to them, or they to you, which would absorb more money than the appropriation of \$500 would bear."

Pursuant to which suggestions, no time was lost in applying, through the United States local agent, for a convention of the leading men of the nation. And on the 26th day of October, 1846, agreeable to a notice, I met a majority of the chiefs* assembled at the council house on the Cattaraugus reservation, where, in presence of a magistrate and resident missionary, the same grounds of complaint were repeated heretofore taken in the Seneca memorial:

Items sworn to have been (by said sub-agent) withheld.

FIRST CLASS.

Treaty of 1794:—Sececa portion of an annuity of \$4,500, payable in goods to six nations, estimated by them at \$3,000, for 1839....	\$3,000	
Treaty of 1789?—[1788.]—Principal of Phelps & Gorham \$500 annuity, computed at.....	\$7,143	
9 years' annuity up to December, 1845.....	4,500	
		11,643
Treaty of 1826, with Troup, Ogden & Rogers.—Income on deposit in Ontario bank, \$2,583 per annum, withheld for years 1837, 1838, and 1839.....		7,749
Treaties of 1815 and 1830, with State of New York.—New York \$500 annuity, payable to chiefs, and drawn in years 1837, 1838 and 1839, not paid to chiefs.....		1,500
		<u>\$23,892</u>

* The Tonawanda chiefs not present, although duly notified, as I am informed and believe.

Concerning which class it was thought unnecessary to draw up separate affidavits for each of so large an assemblage of individuals to sign, being no more nor less than a reproduction of Indian testimony, in support of the charges contained in their memorial aforesaid, and in like form.

Hence, the joint depositions herewith, Nos. 5, 6 and 7, and accompanying certificate by said missionary, as to standing of deponents.

These depositions, being first carefully read and interpreted by the present United States interpreter, in open council, were subscribed and sworn to by the chiefs whose names appear.

The Tonawanda chiefs, or a majority of their leading chiefs, subsequently testify to nearly the same facts, as will be seen in accompanying paper, (No. 8,) and by a deposition of December last, on file in the department.

According to which depositions, it would appear that \$23,892 in goods and money, came short of the hands of the "New York Senecas," exclusive of interest, (being the first class of claims presented for investigation,) less the \$500 New York annuity mentioned in above deposition, marked No. 8; also the further sum of \$3,700 is by them allowed to have been deposited with said sub-agent, and wrongfully distributed in part, and in part wrongfully withheld by him, leaving undistributed in his hands \$2,642. See George Jamieson's and 28 other chief's depositions, marked Nos. 9 and 10, and *E. T. Hawley's* deposition, marked A.

SECOND CLASS.

Also, sixteen hundred and thirty-one dollars, balance of a deposit alleged to have been made by *Polly Jamieson* with said agent for safe keeping.

THIRD CLASS.

See No. 11, for T. Jamieson's and William Jones's deposition.

"The act" confining this investigation to moneys and annuities wrongfully withheld. The wrongful distribution or withholding of moneys that *have once* come to hands of chiefs, and by them re-deposited, if afterwards inequitably distributed, or withheld by the agent, appeared to me to raise a meritorious claim under the act, but from the nature of the transaction entitled to be separately stated, as also, individual claims for deposits of moneys upon interest, with him, or invested through his agency, acting as attorney for the Indians.

The Senecas, however, recognize no such distinction. They had, they say, learned between the treaties of 1784 and 1794 the want of an assistant, and reply that, at the treaty of 1794, they stipulated for an agent to reside near them, for their benefit and protection.

And that they since learned, a bond for faithful performance is always exacted by the government, which they understand runs to

the United States; and supposed it for their safety, as well as to protect the United States funds in his hands.

It will be observed the two latter classes of claims are liable to be met by the agent with private vouchers and accounts against the depositors.

This classification is made in observance of alleged Seneca usage, as forecepting State and national annuities, i. e., "*in open council.*" See their protest and remonstrance to any other authentication, of vouchers, except as to vouchers for the New York annuity to chiefs specially provided for by treaty. [No. 12.]

All these would seem to come within a liberal construction of the "act," inasmuch as whatever items of either class are satisfactorily proved to have come short of those entitled to them, if traced to said agent's hands, appear wrongfully (if finally) withheld.

The first class consists of items which, on *Indian testimony*, appear never to have reached the nation.

First class	\$23,892
Second. Balance of re-deposit by chiefs, and partially distributed	2,643
Third. Individual deposit upon interest; (balance).....	1,631
Irrespective of interest	<u>\$28,166</u>

A claim for *interest* will be seen to have been interposed by the Senecas, and computed in part, No. 13.

Letters of inquiry were early despatched to the list of "correspondents" accompanying my instructions.

To some, prompt answers were received; to others, no replies have yet been received. A majority of those answering, disclaimed personal knowledge upon the subject of the Seneca charges, but expressing confidence in information derived from the Indians themselves. This correspondence, however, opened new channels of information, which have been since improved with all the diligence the nature of the case admitted of, which, and the tracing ancient Indian funds invested for them, they knew not how, and of which the department had no record for the past forty years, from agent to agent, through family papers scattered over different and remote States, in some instances, and carrying on searches through papers of administrators and THEIR legal representatives, has occasioned unlooked for embarrassment and delays, from lapse of time no less than from the changing aspects of annuity funds, some originally invested at 5 per centum, and again diminishing to a capital, in the course of years, barely sufficient at 7 per cent. to yield the stipulated income.

Thus, the "Phelps and Gorham fund," in 1796, was \$10,000, [see No. 14,] and dwindled to a fraction over \$7,000, as late as 1832, baffling search by these changes, and greatly increasing the correspondence required finally to identify it.

A confession by said sub-agent of indebtedness, to the amount of \$7,143, to the Senecas appeared of record by way of a mortgage,

[see No. 15,] registered in Erie county clerk's office July, 1837, to secure a bond, conditioned to pay that sum to Henry P. Willcox, in trust for the Senecas, but the bond itself was not discoverable, although its existence was recognized by said records; which, it was supposed, would identify the fund in question; and correspondence opened, tracing the bond, [see Hon. G. W. Clinton's, T. P. Stevens's, and H. P. Willcox's depositions, No. 16;] pending which correspondence, and on the 24th November, 1846, I addressed said sub-agent, enclosing a copy of the Seneca charges, (extracted from said Seneca memorial of December, 1845,) which, No. 17, will be seen to contain specific charges against said agent by the Senecas, except as to the principal of the so called "*Phelps and Gorham annuity fund*," which was alleged to have come to said agent, or to his predecessor, "*J. Ingersoll*," late of Michigan, deceased. But, supposing it to have come to the hands of said sub-agent, and much irrelevant matter being contained in replies to my inquiries respecting it, amongst questions addressed to him, I inquired of said agent whether there were any of the "charges" which he would prefer to admit, (as in the instance of the *Phelps and Gorham annuity fund* in question,) seeing a confession would neither increase said confession of debt, already of record, either in amount or publicity, and might cut off said irrelevant matter, identify said fund, about which the Indians had so little knowledge, and with respect to which the records of the department afforded no clue.

To this communication I received an answer, which will be found at No. 18; wherein said agent, excepting strongly to this commission, neither recognizes his foregone confession, as identical with the aforesaid Phelps and Gorham fund, nor any balance against him; but alleging the "Indians and government" to be largely indebted to "him;" mentioning a severe attack, or malady of his eyes, which rendered it impossible for him then to assort his papers for the purpose of responding to my "inquiries;" which inquiries referred expressly to said "charges" in my said letter.

Meanwhile, my searches tended to cast, for a time, some doubt over one item in the first class of claims, viz: the chiefs' New York annuity for 1838, [see No. 19,] and to cause the rejection of another item for the like annuity for the year 1839, but under circumstances not entitled to draw into question the veracity of the chiefs testifying to said first of claims; which distrust as to the one item, and rejection of the other, arose out of the fact that, by an amended treaty of 1830, with the State of New York, it was stipulated that a certain \$500 annuity (provided to be paid to the chiefs per treaty of 1815) should be payable on the draft of five chiefs, made in the presence of two witnesses, and acknowledged before a judge, instead of payment in open council according to custom; pursuant to which, certain five chiefs appear to have signed a draft for this New York annuity, for the year 1838, dated Buffalo, April 10, 1838, [see No. 19,] but done at Washington city, on the day of its date, under the circumstances detailed in their letters and affidavits at No. 19 aforesaid.

Whilst the annuity claimed to have been wrongfully withheld by said agent, for the year 1839, was discovered to have been paid, on the draft of certain *five chiefs*, four of whom had died intermediate the date of said draft and the date of the memorial of December, 1845, containing said charges; and the survivor, at the date of said memorial, being in the Indian country west of Missouri. [See No. 20.]

Hence the sum of \$28,166, before stated, [p. 9, original report,] irrespective of interest, less said \$500, will, on affirmative Indian testimony, stand \$27,666; of which total the following items have been, upon documentary certificates and evidence, traced to hand of said sub-agent, irrespective of Indian evidence; that is to say—

1st. As to the "Phelps and Gorham annuity fund," per James Stryker's bond and mortgage, dated July 7, 1837, to Henry P. Willcox, in trust for the Senecas, conditioned to pay \$7,143; for copy of which, and proof as to original, and its loss, see Hon. Geo. W. Clinton's, Hon. H. P. Stevens's, and Henry P. Willcox's depositions, heretofore cited.

Also certified copy of a mortgage, collateral thereto, from clerk of Erie county, which fund, although once \$10,000, [see Hon. N. W. Howell's communication aforesaid,] had come to be less before reaching said sub-agent's hands, who received from Judge Ingersoll, his immediate predecessor, \$7,143; per *affidavit of J. Nixon, esq.*, [see No. 21,] and which sum, at seven per cent., represents a capital adequate, into one cent, to afford the precise annuity in question—principal \$7,143.

The above being but a small portion of the correspondence, incident to this inquiry, before arriving at the direct testimony last above-mentioned.

2d. The annuity of \$2,583, or income from the deposit of stocks with "Ontario Bank," per treaty of 1826, with Troup, Ogden, and Rogers, per deposition of *H. B. Gibson, esq.*, came to hand of said sub-agent for the years 1837, 1838, and 1839, 3 years, is (see No. 22) \$7,749.

3d. Deputy comptroller's letters, as to chiefs \$500 "New York annuity," for the year 1837. [See No. 23.]

No direct affirmative evidence has arisen out of extended searches, brought down to October 21, date of Second Auditor's letter, in support of Seneca testimony as to failure of goods annuity charged to have wholly failed for one year, (believed for the year 1839.)

Major *Henry Smith*, late of Michigan, in answer to inquiries, replied that he paid the annuities to the *Six Nations* for 1838; which applies to the United States cash annuity of the United States goods, \$3,020, out of the \$4,500, was also paid by him.

He writes under date of 21st of November, 1846: "The goods, I believe, had been delivered to Judge Stryker, or some one else at Buffalo." * * The amount then paid them in goods, was \$3,020, specifying receipts from Senecas, Onondagas, and giving names of chiefs belonging to other bands, but not specifying what several sums came to either tribe, offering, when legally sum-

moned, "to exhibit the vouchers, and testify to facts;" see his letter of 3d September; [No. 24;] but having no power to summon him, nor means of arriving at particulars, the following letters from the Treasury Department, and from the chiefs, supply the best information in my power to offer. The Second Auditor's letter, of 3d September, 1847, says that the annuities for 1839 were paid by James Stryker, then agent. [No. 25.]

This is denied by the Senecas, and according to a subsequent letter from said Second Auditor, of 21st October, [No. 26,] the goods annuity could not have been paid, according to treaty stipulation, inasmuch he as therein says, "it does not appear that any goods were purchased for the Six Nations for that year."

In hopes to reconcile this discrepancy, I addressed a letter, of October 27, [see No. 27,] to leading chiefs, inquiring whether a commutation may not have been made, as to this annuity for the year 1839,* which, in their reply of the 3d instant, they answer, "we never assented to any such commutation, nor knew of any; no such proposition was ever made to the council for that purpose." [See No. 29.]

The chiefs admit the (United States) cash annuities for 1839 were paid by Mr. Kurtz, and suggested that Mr. Kurtz paid over the money for the purchase of these goods to Judge Stryker; "that Mr. Kurtz informed the council at Cattaraugus that the goods would be paid at Buffalo." No proposals to supply Indian goods for that year, on searching a file of the Buffalo newspapers likely to have contained them if published, can be found. [No. 30.]

By the deposition of Mr. B. Dole, merchant of Buffalo, it seems a lot of goods, answering to the character of those in question, were received by him in 1840, from said agent, valued, in a damaged state, at \$293 75, [see No. 31,] leaving the inference that these were goods purchased for the year next preceding; (as no delinquency occurred for 1840;) which inference, however, gives way to the conclusion, see *H. P. Willcox*, second deposition, [No. 32,] that they were some of the goods annuity for the year 1838, part of which were stored in a warehouse in Buffalo after the distribution of \$3,020, enough to cover the Seneca's claim for that (1838) year. This investigation being limited to money and annuities, claimed to have been "withheld from Senecas," and the goods last mentioned appearing to be part of the goods annuity for 1838, placed in store as above, the inquiry whether these belonged to other bands has not been prosecuted. Whilst it is apparent the annuity goods for 1839 were withheld from the Senecas, they do not appear to have been either supplied by the government for that year, nor to have come within the power of said sub-agent to distribute, except as to so much of it as is accustomed [see No. 33] to be received by the Indians in "blacksmith work" in lieu of goods.

* In view of a suggestion made in said auditor's letter, of 21st of October aforesaid, No. 26, calling my attention to disbursements made by said sub-agent, per the abstract and enclosures sent from his office, under date of 15th September, 1847, [see No. 28,] tallying nearly in amount with said missing goods annuity, (suspended and rejected items being first deducted.)

An abstract from said agent's accounts of payments [quarter ending September 30th of that year], furnished by Second Auditor, (see No. 28) exhibits items charged to Six Nations, amounting to \$3,671 44, in "fulfilment of treaty stipulations with Six Nations."

Whereof was blacksmith's work	\$2,198 52
Also, for hoes, and axes, ploughs, nails, saws, and cooking utensils	202 82
Also, for goods, flour, pork, and clothing,	869 15
	<hr/>
	\$3,270 49
	<hr/> <hr/>

The Seneca's distributive portion of which, blacksmithing, rifle, and gun repairs, would stand per their rateable claim of \$3,000, out of \$4,500 of said annuity	\$1,600 89
And of the \$869 15, (rateable)	579 11
Of the gross sum of	\$3,671 44
Less items not allowed by Auditor, in account	356 95
	<hr/>
	2,209 35
	<hr/>
	\$3,314 49
	<hr/> <hr/>

To which the Senecas object: "That only a portion of their goods annuity has ever been receivable in blacksmith's work." Whilst if this quarterly account of \$3,671 44 aforesaid be insisted on, in lieu of goods annuity, *their share* of the blacksmith work, would be providing them with nothing *but* blacksmith work, and gunsmithing, for 1839, nor leave them anything in goods.

That the hoes, axes, ploughs, &c., charged, were improperly allowed, inasmuch as these were distributed to individual Indians without the knowledge of the council. [See No. 34.]

That the goods mentioned in the account of *Thomas Dole*, No. 8, of said agent's quarterly accounts of September 30, 1839, were not distributed by said agent to the Senecas; that said *Dole's* claim, "however just in itself, ought not have been charged to the Nation, because it embraced items neither ordered, used, nor contracted for by Indians," as the provisioning and assemblage collected to hear the Secretary of War, on the subject of a pending treaty which divided the nation, and some \$300 charged as expense of a steamboat, in which the secretary and suite arrived at Cattaraugus from Buffalo, in 1839.

That "much of the blacksmithing was for presents to individual Indians," re-asserting the conviction that Mr. Kurtz paid over the money as aforesaid to said sub-agent, with instructions to purchase and distribute the goods agreeable to his alleged declaration (after paying the cash annuities) "that the goods would be paid at Buffalo."

The death of Mr. Kurtz since, and of many of the Indians certifying to the correctness of the payments of cash, on the claims

paid off per said sub-agent's quarterly account aforesaid, renders it impossible to arrive at certainty on these heads.

The suppliers of the blacksmithing, and of other articles put down in the account last aforesaid, have been inquired of, and their replies herewith submitted, as the nearest approach to precision, which the lapse of time, death, and dispersion of material witnesses, permit. [See No. 35.] Under these circumstances, there appears no recognized criterion by which to adjust the rights of the parties in interest. By the treaty of 1794, [see No. 33,] the agent was authorized to provide blacksmith work, implements of husbandry, in part fulfilment of the \$4,500 goods annuity."

The first column of the following table, contains Seneca's claims, without abatement of the sum distributed by said agent to "heads of families" even.

The second column takes note of the distribution by said agent to "heads of families," and of the rateable share of the Senecas in the blacksmith's and gunsmith's account against the whole Six Nations for 1839, and of money distributed to Indians at his discretion about "emigration movement."

The third column, same as second, excluding the amount, distributed on "emigration movement."

The fourth column, regards the quarterly account of said agent, rendered 30th September, 1839, as limiting this investigation, and takes the amount allowed of said quarterly account to be in lieu of the goods annuity debiting the Senecas, pro rata :

TABLE.

Items charged by the Senecas to have been withheld to December, 1845, with second and third classes of claims, since preferred.	Items withheld on Indian and other evidence. (The blacksmith work and gun repairs being apportioned by the same rule which gave the Senecas \$3,000 of the \$4,500 goods annuity. This blacksmithing and gunsmithing amounts, per agent's account, p. 19, for 1833, against Six Nations, to \$2,198 50.)	Items withheld on Indian and other evidence; not allowing of the \$3,600 to sub-agent, the \$940 mentioned in another column as having been distributed for emigration purposes in absence of authority to said agent, but deducting from the \$3,600 the \$117 50 distributed to heads of families, and charging the balance.	Amount withheld, taking the \$3,314 49 of the agent's quarterly acct. aforesaid in substitution of the goods annuity, and debiting the Senecas with their portion of it, (by their own rule of apportionment of the goods annuity.)
FIRST CLASS.			
Goods..... \$3,000	Goods annuity \$3,000 00 1. Blacksmithing and gunsmithing for year '39, Senecas' share by apportionment of the \$2,198, to be charged to Senecas..... 1,465 50	Which balance is (2d class of claims) \$3,482 50 Amount of goods annuity, (per 2d column 1,534 50	Amount paid by said quarterly acct. by said agent \$3,671 44 Less (suspended, &c.)..... 356 95
Phelps & Gorham fund 7,143	Leaves (as withheld)..... 1,534 50 2. Phelps & Gorham fund 7,143 00 Annuity of \$500 on it to December, 1845: from 1836, (9 years,) \$4,500, and from 1845 to December, 1847, (2 years,) \$1,000 5,500 00	Phelps & Gorham fund..... 7,143 00 11 years' annuity on it 5,500 00	Allowed by auditor..... 3,314 49
Ontario Bank, income, 3 years, at \$2,583 pr. annum 7,749	Income on stock in Ontario Bank, \$2,583 per annum, 3 years..... 7,749 00	Income on stock in Ontario Bank, \$2,583 per annum, 3 years..... 7,749 00	By this view, \$2,209 of this \$3,314 would fall to Senecas, which would show, \$791 of their \$3,000 goods annuity to have been withheld..... 791 00
New York chiefs' annuity..... 1,500	New York annuity to chiefs— 1 year for 1837..... 500 00 1 year for 1838..... 500 00	New York annuity to chiefs— 1 year for 1837..... 500 00 1 year for 1838..... 500 00	
Add 2 years' annuity on "Phelps & Gorham" fund, to Dec., 1847, \$500 per annum..... 1,000	[Goods received by B. Dole is \$293 75, not extended, being part of Six Nations' annuity left in 1838, after Senecas had received their portion.]	[Goods received by Merchant is \$293 75, not extended, being part of Six Nations' annuity left in 1838, after Senecas had received their portion.]	

\$3,700	The deposit by certain chiefs, (per bank books)	\$3,600 00
	Less sums distributed to heads of families by said agent, \$117 50; also, distributed at "his discretion," to be expended on emigration movement, (per Geo. Jameson's affidavit,) \$940—leaving balance not distributed.....	2,542 50

THIRD CLASS.

\$1,631	Deposited by E. Jamieson	1,631 00	Deposited by P. Jamieson	1,631 00
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Wherefore, in the absence of all set-off by said agent on the one hand, and on the other, not deeming it within the scope of this commission to review accounts between him and the government already audited and allowed, whether or not containing items, as alleged by the Senecas, properly chargeable to United States,

The following trust and annuity funds, would ex parte appear to have (irrespective of interest,) been, in the language of the act, withheld by sub-agent from the Senecas, amounting to twenty-six thousand five hundred and five dollars and fifty cents, to wit :

1. Phelps and Gorham fund.....	\$7,143
2. 11 years, \$500 annuity upon it	5,500
3. Income on stock placed in Ontario bank, 3 years, \$2,583.....	7,749
4. New York chiefs' \$500 annuity for 1837 and 1838...	1,000
5. Polly Jamieson's deposit.....	1,631
6. Balance (of chiefs' deposit of \$3,600 drawn from Buffalo bank,) less distribution to heads of families, \$117.50.....	3,482 50
	<hr/>
	26,505 50
	<hr/> <hr/>

Interest.

1. On first item of \$7,143, (in lieu of interest 11 years annuity has been above extended.)	
2. Interest on said Phelps and Gorham's annuity for 11 years	\$2,310
3. On said Ontario bank income, 10 years and half, 9 years 3 and $\frac{3}{4}$ months, and 8 years 4 and $\frac{1}{4}$ months..	5,096 02
4. New York chiefs' annuity, 10 years and 6 months, from June 1st, 1837, to December, 1847, and 9 years 7 and $\frac{3}{4}$ months, from 10th April, 1837, to December, 1847	704 85
5. Polly Jamieson's deposit, 10 years.....	1,141 70
6. Balance of chiefs' deposit \$3,482 50, 9 years and 18 days.....	2,206 58

The *ex parte* character of these proceedings, will be seen to be owing to no default of notice to said agent of the several claims preferred from time to time by the Senecas, the first class embracing the specific charges (extracted from the memorial sent down from the department) having been enclosed to him a year since, with the inquiries arising thereupon, noted in his reply of December 12, 1846.

Also, notice of other claims mailed to him (per No. 36) the February following. To these and other communications of June, and August, 1847, addressed by me through the post office, such replies as were received are all herewith, Nos. 18, 37, and 38, which replies reiterate bodily infirmity, penury, and other reasons for not being able otherwise to respond, down to his "letter of

protest" to the whole procedure, dated 6th September last, which protest proceeds partly upon the ground of their "ex parte" character, without distinguishing, however, between proceedings preliminary to the act, and those under the notices aforesaid. Said protest contains an offer and request in these words, to wit:

"I am, however, perfectly willing to meet you at Washington next winter, to submit the whole matter of Indian annuities and trusts, *as far as I am concerned*, to Mr. Schoolcraft, or any other honorable and intelligent man conversant with Indian matters, and I pledge myself to produce evidence that will satisfactorily exculpate me from all censure. We want no Indian delegation for such a purpose, all I ask is to furnish me in advance with a copy of your evidence and proceedings under the commission."

With a request that his "letter of protest, and all his letters be annexed" to this report, ("unless it be suspended,") which request has been complied with, and some progress made in preparing a copy of these proceedings to abide the further directions of the department.

All of which is respectfully submitted.

THOS. B. STODDARD.

The Hon. W. L. MARCY,
Secretary of War.

No. 5.

At an adjourned council of the Seneca nation, convened October 26, 1846, at the Seneca council house, Cattaraugus reservation, present: United States commissioner, United States interpreter, and a majority of the chiefs of the nation.

NORTHERN DISTRICT OF NEW YORK, }
Erie County, } ss.

Maris B. Pierce, William Krouse, Seneca White, Henry Two Guns, Daniel Two Guns, William Jones, Job Pierce, John Seneca, John Green Blankett, John Bark, George Kinjockety, John Hudson, George Lindsey, Thomas Jameson, John General, John Tall Chief, David White, John Kenedy, senior, Jacob Bennet, Jim Jones, John Bennet, all now of Cattaraugus reservation, being duly sworn, do, and each for himself, doth depose and say: That they, and each of them, were Seneca chiefs, as early as 1837, and many of us now are; that they resided on the Buffalo reservation, in the years 1837-'38-'39.

That they, and each of them, have heard the annexed paper, writing, marked A, read and interpreted in open council, and declare the facts therein set forth true, to the best of their knowledge, information, and belief; and further, that our position as chiefs, and the accustomed mode of paying the several annuities in said paper mentioned, must, of necessity, have brought home to our

knowledge the payment of said cash annuities, alleged in said paper to have been withholden from our nation; as also the payment of our distributive share of the annuity payable in goods, had the same, or any part thereof, been paid or distributed to our nation; nevertheless, we aver no part of the annuities and sums of money, or the goods alleged in said paper to have been withheld for the years 1837-'38-'39, have since, at any time, come to our, or either of our hands, as chiefs, or as private persons, or to the heads of families, or per capita to the nation, from the dates when payable, and that the same are equitable due the Seneca nation up this day.

WILLIAM KROUSE,
 MARIS B. PIERCE,
 DANIEL TWO GUNS,
 JOB PIERCE, his + mark,
 JOHN GREEN BLANKETT, his + mark,
 GEORGE KINJOCKETY, his + mark,
 GEORGE LINDSEY,
 JOHN TALL CHIEF, his + mark,
 JOHN KENNEDY, junior, his + mark,
 JIM JONES, his + mark,
 SENECA WHITE,
 HENRY TWO GUNS,
 WILLIAM JONES, his + mark,
 JOHN SENECA,
 JOHN BARK, his + mark,
 JOHN HUDSON,
 JOHN GENERAL, his + mark,
 DAVID WHITE,
 JACOB BENNET, his + mark,
 JOHN BENNET, his + mark.

Sworn and subscribed to before me, this 26th day of October, 1846.

WOLCOTT SKIDMORE,
Justice of the Peace.

NORTHERN DISTRICT OF NEW YORK, }
 Erie County, } ss.

Saul Logan, John Kennedy, junior, James Spring, John Baldwin, Abram Johny John, Joe Hemlock, Isaac Johny John, being duly sworn, do, and each for himself, doth depose and say: That they are Senecas; that they were not chiefs of the Buffalo reservation in 1837-'38, but were chiefs of said reservation on the 17th July, 1839; that they have heard the annexed paper A read and interpreted in open council, and the foregoing deposition subscribed by William Krouse and others, and that the contents of both

are true, to the best of their knowledge, information, and belief.

SAUL LOGAN,
JOHN KENNEDY, Jr.,
JAMES SPRING,
JOHN BALDWIN, his + mark,
ABRAM JOHNY JOHN, his + mark,
JOE HEMLOCK, his + mark.

Sworn and subscribed to before me, this 26th day of October, 1846.

WOLCOTT SKIDMORE,
Justice of the Peace.

CATTARAUGUS RESERVATION,
October 26, 1846.

I hereby certify that I am acquainted with the persons who subscribed the foregoing affidavits, and was acquainted with them at the times specified—that is, during the years 1837-'38-'39—and know that they were acting chiefs of the Seneca nation, residing on the Buffalo creek reservation at the times specified in their affidavits, and that most of them still are chiefs, and have been from those times until the present.

ASHER WRIGHT.

No. 6.

At an adjourned council of the Seneca nation, held October 26th, 1846, at the Cattaraugus council house, present, a majority of the chiefs of the nation, U. S. commissioner, and U. S. interpreter.

NORTHERN DISTRICT OF NEW YORK, } ss.
Erie county,

Governor Blacksnake, John Pierce, Long John, David Snow, Jacob Blacksnake, James Shongo, Sky Pierce, George Kill-Buck, Isaac Halftown, and Jacob Jemeison, all of the Allegany reservation, being duly sworn, do, and each for himself, doth depose and say: That they, and each of them, were Seneca chiefs as early as 1837; that they, and each of them, have heard the annexed paper writing, marked A, read and interpreted in open council by the United States interpreter, and aver the facts therein set forth to be true, to the best of their knowledge, information, and belief.

Also, that, had the cash annuities in said paper alleged to have been withheld, or the annuity payable in goods, been paid to our nation, our interests as individuals, and our position and duty as chiefs must, of necessity, have brought home to us, or some one of us, knowledge of the facts. We nevertheless repeat, that the goods and the money annuities, together with lawful interest upon th

same from the dates when payable, are yet unpaid, and justly due to our people, never having been paid over to us as private persons or as chiefs, in any form or manner whatsoever.

GOVERNOR BLACKSNAKE, his + mark,
 JOHN PIERCE, his + mark,
 LONG JOHN, his + mark,
 DAVID SNOW, his + mark,
 JACOB BLACKSNAKE, his + mark,
 JAMES SHONGO, his + mark,
 SKY PEARCE, his + mark,
 GEORGE KILL-BUCK, his + mark,
 ISAAC HALFTOWN, his + mark,
 JACOB JEMEISON, his + mark.

NORTHERN DISTRICT OF NEW YORK, }
Erie county, } *ss.*

Be it remembered, that at a council of the Seneca nation, held at Cattaraugus reservation on the 26th day of October, 1846, before me, the undersigned, appeared Doctor Peter Wilson, and also all the chiefs whose names are signed to the foregoing deposition, and, that said chiefs severally signed the same in my presence; and the said Peter Wilson being sworn, says, that he is a Cayuga, and well acquainted with the said signers of said deposition, and knows them to be chiefs of the Allegany band of said Seneca nation; that he, the said Peter, understands the Seneca language, and has faithfully translated the oath administered to said chiefs, and the said paper marked A, and that each and every of said chiefs by me duly sworn does depose, and each for himself say, that the allegations in said paper A contained are true; and further, that the statements in the paper prefixed to said paper A, and subscribed by them in my presence on the date hereof, are true to the best of their and each of their knowledge, information, and belief.

Sworn and subscribed to before me, this 26th day of October, 1846.

WOLCOTT SKIDMORE,
Justice of the Peace.

CATTARAUGUS RESERVATION,
 October 26, 1846.

I hereby certify that I am acquainted with each of the individuals who subscribed the foregoing affidavit, and was acquainted with them at the time specified, that is, during the years 1837, 1838, and 1839, and know that they were at that time acting chiefs of the Seneca nation residing on the Allegany reservation, and that all except two of them still are chiefs, and have been from that time until the present.

ASHER WRIGHT.

At the same time and place, Charles O. Bail, being duly sworn, deposeth and saith: That he has heard the foregoing papers read and interpreted, and that he concurs in the statements and allegations in said paper A contained; and that he is, and was in the years 1837, 1838, and 1839, a Seneca chief, and has been present at the payment of annuities in goods and in money in said paper mentioned since and including the year 1837, and that said payments could not have been paid or distributed without his knowledge, and that he has no knowledge of the payment thereof, or any part alleged to have been withheld.

CHARLES O. BAIL, his + mark.

Sworn and subscribed to before me, this 26th day of October, 1846.

WOLCOTT SKIDMORE,
Justice of the Peace.

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No. 7.

At an adjourned council of the Seneca nation, convened October 27, 1846, at the Seneca council house, Cattarugus reservation, present United States commissioner, United States interpreter, and a majority of the chiefs of the nation:

NORTHERN DISTRICT OF N. Y., }
Erie county, } ss.

Israel Jameson, Young Chief, John Cook, Joseph Snow, William Johnson, George Silverheels, George Deer, Nathaniel T. Strong, Morris Halftown, and George Dennis, all of Cattaraugus reservation, being duly sworn, and each for himself, doth depose and say: That they, and each of them, were Seneca chiefs as early as 1837, and now are; that they, and each of them, have heard the annexed paper, marked A, read and interpreted in open council, and declare the facts therein set forth true to the best of their knowledge, information, and belief. And, further, that our position as chiefs, and the accustomed mode of paying the several annuities in said paper mentioned, must, of necessity, have brought home to our knowledge the payment of said cash annuities alleged in said paper to have been withholden from our nation, as also the payment of our distributive share of the annuity payable in goods, had the same, or any part thereof, been paid or distributed to our nation; nevertheless, we aver no part of the annuities and sums of money, or the goods alleged in said paper to have been withheld for the years 1837, 1838, and 1839, have since, at any time, come to our or either of our hands as chiefs, or as private persons, or to the head of families, or per capita to the nation,

from the dates when payable, and that the same are equitably due the Seneca nation up to this day.

ISRAEL JIMESON, his + mark.
 YOUNG CHIEF, his + mark.
 JOHN COOK, his + mark.
 JOSEPH SNOW, his + mark.
 WILLIAM JOHNSON, his + mark.
 GEORGE SILVERHEELS, his + mark.
 NATHANIEL T. STRONG.
 MORRIS HALFTOWN, his + mark.
 GEORGE DENNIS, his + mark.

Sworn and subscribed to before me, this 27th day of October, 1846.

WOLCOTT SKIDMORE,
Justice of the Peace.

NORTHERN DISTRICT OF NEW YORK, }
Erie county, } *ss.*

Abram John, Joseph Silverheels, John Dickey, Jacob Johnson, Peter White, Isaac Davis, Charles Greybeard, George Turkey, being duly sworn, do, and each for himself, doth depose and say: That they are Senecas; that they were not chiefs of the Cattaraugus reservation in 1837 and 1838, but were chiefs of the said reservation on the 17th of July, 1839; that they have heard the annexed paper, A, read and interpreted in open council, and the foregoing deposition subscribed by Israel Jameson and others, and that the contents of both are true to the best of their knowledge, information, and belief.

ABRAM JOHN, his + mark.
 JOSEPH SILVERHEELS.
 JOHN DICKEY, his + mark.
 JACOB JOHNSON, his + mark.
 CHARLES GREYBEARD, his + mark.
 GEORGE TURKEY.

Sworn and subscribed to before me, this 27th day of October, 1846.

WOLCOTT SKIDMORE,
Justice of the Peace.

CATTARAUGUS RESERVATION,
 October 27, 1846.

I hereby certify that I am acquainted with the persons who subscribed the foregoing affidavits, and was acquainted with them at the times specified, that is, in the years 1837, 1838, and 1839, and

know that they were acting chiefs of the Seneca nation, residing on the Cattaraugus reservation, at the times specified in their affidavits, and that most of them still are chiefs, and have been from those times to the present.

ASHER WRIGHT.

NORTHERN DISTRICT OF NEW YORK, }
Erie County. } ss.

The undersigned, Seneca chiefs of the Tonawanda bands of New York, being duly sworn, do, and each for himself, doth depose and say: That they and each were present when the annexed extracts from the Seneca memorial of December, 1845, was read and interpreted to them, to wit: That the several sums of money and the goods, charged in said extract to have been wrongfully withheld by a late United States sub-agent, have been so withheld to date hereof, except as to the New York \$500 chief annuity for the year 1839, which they are recently informed was received by certain chiefs of the nation.

That had the said money and goods been duly distributed, or any portion thereof, their claims as individuals, and their position as chiefs, during the greater period of the time mentioned, would of necessity brought home to their knowledge the facts.

JERNENY JOHNSON, his + mark,
 SAMUEL PARKER, his + mark,
 LEWIS PODRY, his + mark,
 WILLIAM WASHINGTON, his + mark,
 DAVID SPRING, his + mark.

I certify that the above names comprise a majority of the leading chiefs of the Tonawandas.

MARIS B. PIERCE,
Clerk of the Seneca nation.

September 2, 1847.

Read, subscribed, and sworn in open council by the above named chiefs before me, this 2d day of September, 1847.

D. CODDINGTON,
Justice of the Peace.

No. 9.

NORTHERN DISTRICT OF NEW YORK, }
Chicago county, } ss.

George Jamieson, a Seneca chief, being duly sworn, deposes, and says: That the year before the Secretary of War visited Cattaraugus, a United States officer distributed the United States cash annuities.

That the portion of the Buffalo Senecas for that year was about three thousand seven hundred dollars—which the officer deposited in the Bank of Buffalo to credit of George Jamieson, Thomas Jamieson, White Seneca, James Stevenson, Little Johnson, and William Jones, Seneca chiefs.

That these chiefs were all emigration chiefs so called, except William Jones, who was “opposition.”

That the order of the Secretary of War was understood to be, to distribute the annuities that year (1838) to heads of families, instead of to chiefs.

That said chiefs drew out said money from the bank and took it to the “council-house,” and there quarrelled about its mode of distribution—and argued over it all day—and then desposited it for the night with said Thomas Jamieson, from whose house it was the same night taken away by force by certain chiefs.

That on a search warrant the money was called into court; that Esquire Slade advised it to be temporarily deposited in the Bank of Buffalo, again to credit of contending parties, till peace could be made.

That by advice of Judge Stryker, the agent, it was this time deposited specially to credit of said George Jamieson, said White Seneca, and said William Jones, or a majority of them; that neither of these named chiefs could write, but at the request of said agent deponent and White Seneca drew the money from the bank, to enable said agent to distribute the same to heads of families.

That said agent thereafter distributed, according to deponent’s best recollections—

To Thomas Jamieson’s family of	8.....	\$20
To Captain Pollard’s do do	6.....	15
To James Stevenson’s do do	9.....	20
To George Jamieson’s do do	10.....	25
To Tall Chief’s do do	10.....	25
To Little Johnson’s do do	1.....	2 50

That about nine hundred and fifty dollars more of the money was distributed to certain Senecas by said agent at his discretion, [less ten dollars thereof *distributed* to John Jamieson and Jesse Jamieson, by *hand* of the deponent] to be expended on or about the emigration movement, and the remainder, of about twenty-six hundred and forty-three dollars, retained by said sub-agent, and not distributed, nor paid over to Senecas to his knowledge.

GEORGE JAMIESON, his + mark.

Subscribed and sworn before me, this 1st day of November, 1847,

D. CODDINGTON,

Justice of the Peace.

No. 10.

NORTHERN DISTRICT OF NEW YORK, }
Erie county, } ss.

The undersigned chiefs of the Seneca nation, being duly sworn, do depose, and each for himself says: That in the year 1833, in the season of fruit, a difficulty arose in the nation out of a change or innovation on our ancient usage, touching the distribution of annuities on the part of the United States, substituting payments to heads of families and individuals, by government, in lieu of the chiefs in council. That we were split up and divided on the emigration policy of the United States; that from these and kindred causes the two parties amongst us agreed as to said thirty-seven hundred dollars, part of the United States cash annuities, to deposite the same in the Buffalo bank to the credit of six chiefs, five of whom belonged to the emigration party; and it was agreed that this money should not be paid over by the cashier of the bank unless the said six chiefs should be present, with the government agent, to demand the same. That the undersigned are informed, and verily believe, that the said money was fraudulently obtained from the bank by James Stryker, government agent, in the presence of four of said emigration chiefs, without the knowledge or consent of the other chief, who did not belong to the emigration party; and the said thirty-seven hundred dollars was then left with the said James Stryker; and the undersigned charge that the same never has been paid to the Seneca nation, nor any part thereof; and that if said Stryker ever paid any part of said sum to individual Indians, it was paid for corrupt and improper purposes.

JEMMY JOHNSON, his × mark,
 SAMUEL PARKER, his × mark,
 LEWIS PODRY, his × mark,
 WM. WASHINGTON, his × mark,
 DANIEL SPRING, his × mark,
 JOHN TALL-CHIEF, his × mark,
 JACOB BENNETT, his × mark,
 JOHN KENADY, sr., his × mark,
 JOHN SENECA, his × mark,
 ISRAEL JAMESON, his mark,
 SAML. GORDON,
 DANIEL TWO GUNS,
 JACOB BLACKSNAKE, his × mark,
 TALL PETER, his × mark,
 JOHN KENADY, jr., his × mark,
 JAMES SPRING,
 JOHN GREEN BLANKET, his × mark,
 JOHN BENNETT, his × mark,
 WILLIAM JOHNSON, his × mark,
 JOHN LONGFINGER, his × mark,
 JONAH ARMSTRONG, his × mark,
 SAMUEL WILSON, his × mark,

SENECA WHITE, his × mark,
 JOHN BARKS, his × mark,
 HENRY TWO GUNS,
 JOHN GENERAL, his × mark,
 JOB PIERCE, his mark;
 JOHN COOK, his × mark,
 SAUL LOGAN, his × mark.

Read, subscribed, and sworn, in open council, before me, this second day of September, 1847.

D. CODDINGTON,
Justice of the Peace.

—
 A.

NORTHERN DISTRICT OF NEW YORK, }
Erie county, city of Buffalo, } ss.

Elias L. Hawley, esq., of the city of Buffalo, being duly sworn, deposes and says, that the following is a true copy of a cancelled certificate of deposite, found by him on searching the books and papers of the bank of Buffalo, in custody of a "receiver," &c., to wit:

BANK OF BUFFALO,
Buffalo, November 16, 1838.

George Jamieson, Little Johnson, White Seneca, James Stevenson, Thomas Jamieson, and Bill Jones, have deposited in this bank thirty-six hundred dollars, to the credit of themselves, subject to the return of this certificate, when presented by themselves in person.

\$3,600.

JOHN. A. LATIMER, *Teller.*

(Endorsed in pencil mark, December 18, 1838.)

I found, also, in the credit journal of the book, under date November 16, 1838, George Jamieson, et al., credited \$3,600, being the above certificate, as charged to George Jamieson, et al.

I find, also, in the same book, under date November 13, there is the amount of \$3,748 75, charged to Henry Smith, Indian agent, which the former cashier of the bank assures me covered the \$3,600 above named.

Deponent further says, that he has seen and conversed with individuals, who were officers of the said bank, by whom he is informed that books of the bank would not, necessarily, nor ordinarily, exhibit any trace of a *special deposite*; neither would there be delivered any "certificate" which would be returned on the delivery of the special deposite to be cancelled, nor is any such cancelled

certificate for any special deposite now among the papers of the bank for 1838 or 1839.

ELIAS S. HAWLEY.

Sworn and subscribed before me, this 2d day of November, 1847.

F. P. STUMS,

County Judge and U. S. Commissioner.

BUFFALO, July 27, 1847.

DEAR SIR: Mr. Austin having retired from business, your letter of July 13, in relation to the Indian frauds, he turned over to me, as is his custom; I have spent as much time as I could command in the investigation since your letter was handed to me. And from the fact that the business of the bank is entirely closed, and the books and papers packed away in a loft, the search was the more difficult and embarrassing.

I have seen and conversed with the officers of the bank, and examined the books and papers thoroughly, and come to the following conclusions:

1. In regard to the "special deposite," made "by Sheriff Brown, to the credit of George Jamieson, White Seneca, and William Jones;" that such deposite, being "*special*," would nowhere appear on the books of the bank, neither would there be delivered any *certificate*, which would be returned on the delivery of the special deposite, to be cancelled, nor is any such cancelled certificate now among the papers of the bank for the years 1838 or 1839. The only check made by Lorenzo Brown (sheriff) during the year 1838, in the bank, of anywhere near the amount you name, is one, of which the following is a true copy, viz:

BUFFALO, July 18, 1838.

Cashier of the Bank of Buffalo pay cash, or bearer, two thousand five hundred and seventy-five dollars, and seventy-eight cents.

\$2,575 78.

LORENZO BROWN.

And this, I have no doubt, was an ordinary transaction of his, having no reference to the matter in hand. The date is too early, and, besides, if he made a *special* deposite in the bank for the persons named, it was delivered to them in the same shape and in the same condition as when deposited. If it was specie, the same specie was delivered in box; if in bills, the same bills were delivered in package, without count or alteration.

2d. In regard to a certificate of deposit by Larned, paymaster in the army, made in 1848, season of fruit, to the credit of George Jamison, et al. Amount \$3,700.

I have examined the books of the bank, and find no entries of checks or deposits made by Larned, nor any account opened with any one by that name, neither do I find among the checks or certificates of deposits, for the years 1838 or 1839, any paper made by any person by the name of Larned.

Neither do I find any certificate of deposit of the *amount* your name, \$3,700, nor any designated by date, season of fruit. But the following is a copy of a *cancelled certificate of deposit*, in the package 1838, found by me.

BANK OF BUFFALO,
Buffalo, Nov. 16, 1847.

George Jimison, Little Johnson, White Seneca, James Stevenson, Thomas Jameson, and Bill Jones, have deposited in this bank, thirty-six hundred dollars, to the credit of themselves, subject to the return of this certificate when presented by themselves in person.

\$3,600.

JOHN A. LATIMER, *Teller.*

Endorsed in pencil marks, Dec. 18, 1838.

I find in the credit journal of the bank, under date Nov. 16, 1838, George Jamieson et al. lft. \$3,600, being the above certificate as charged to G. J. et al. I find also in the same book, under date Nov. 13, there is the amount of \$3,748 75, charged to Henry Smith, Indian agent, which the former cashier of the bank assures me covered the \$3,600 above named; and in confirmation of this, I find in the debit journal of the bank, under date "Nov. 13 1838, Henry Smith, \$3,600 00, \$12 00, \$95 75, \$41 00, \$3,748 75;" showing conclusively, that Henry Smith, Indian Agent, who at that time had \$8,000 or \$10,000 in this bank, drew his check for \$3,600 on the 13th Nov., and either gave it or the money procured on it to the Indians; and that they deposited the check or the money, on the 16th, and took therefor the certificate of deposite, a copy of which you have above. Whether Smith did this himself or through Stryker, or whether they were together, it does not of course appear. I might suggest further as to how the subsequent part of the transaction was; but you doubtless have the proof.

I cannot find anything further among the papers of the bank, which throw any light upon the Indian transaction, except the following check, which has probably no connexion with the matter in hand. This is a copy of a cancelled check in the package 1838, viz:

BUFFALO, December 22, 1838.

CASHIER OF THE BANK OF BUFFALO:

Pay to Blacksmith, Black Chief and Blue Sky, or order, twenty-two hundred and fifty dollars.

Yours, &c.,

JAMES STRIKER.

\$2,255.

(Endorsed:)

BLACKSMITH, ×
BLACK CHIEF, ×
BLUE SKY. ×

Witness:

C. R. GOLD.

Should you need any further search or investigation, or any certificate or affidavit of the cashier of the bank in regard to the entries in the books, I can procure them for you; and if you wish me to search further, I have *access to all the books* and papers, and will pursue the matter. Please write me; and remit \$5, being for compensation and expense, which you are pleased to say will be promptly met.

Very respectfully, your obedient servant;

ELIAS S. HAWLEY,

240 Main street.

THOMAS B. STODDARD, Esq.,
Irving, Chataque Co.

No. 11.

NORTHERN DISTRICT OF NEW YORK, }
Erie County, } ss.

Thomas Jameson, of the town of Collins, county of Erie, and State of New York, being duly sworn, deposeth and saith: That on or about the 8th day of January, 1833, James Stryker, who was then the United States sub-agent for the New York Indians, came to the house of this deponent on the Buffalo creek reservation, in company with another man, and requested deponent to accompany him to the house of Mary Jameson. Deponent did so, and found that the object of said Stryker was to get deponent to witness an order executed by said Mary Jameson, and by her daughter Polly Jameson, on one General Brooke or Brookes, to whom the said Mary Jameson had previously sold a tract of land, commonly called the Gardow tract, to pay to the said Stryker the amount due on certain mortgages for the payment of the money due for said lands, and which said Stryker was to receive for safe keeping. This deponent subscribed the said orders as a witness; and this deponent further saith, that subsequently he received from the said Polly Jameson, in substance, the following statement, viz: that the sum due on one of the mortgages was one thousand one hundred and eight dollars, and on the other four hundred and three dollars, and that the said Polly also committed to the keeping of the said Stryker the sum of three hundred dollars in cash, making in all the sum of one thousand eight hundred and eleven dollars; and that the said Stryker paid to the mother, Mary Jameson, the sum of one hundred and seventy-five dollars, leaving the balance of one thousand six hundred and thirty-six dollars in the hands of said Stryker; and that a short time before her death, in the year 1837, said Polly informed this deponent that she had received from said Stryker just about the interest of said monies committed to his keeping every year until the then current year, and that she requested deponent to go and ask said Stryker for the interest then due her, and deponent did so, and said Stryker paid five dollars into deponent's hands for said Polly, and said that that was all he could now spare; and this deponent further saith that he has no reason to believe that the said Polly or her heirs, or the heirs of

the said Mary, or any of them, have ever received the money above described as committed to the hands of said Stryker for safe keeping, or any part thereof, or of the interest thereof, from that time until the present; but this deponent believes that said Stryker has kept back said moneys and the interest thereof, from the year 1837 until the present time, from the lawful heirs of the said Mary and Polly, and defrauded them of the same. And further this deponent saith, that this deponent understood at the time, and believes, that the said Mary and Polly were induced to commit the above described moneys and securities into the hands of the said Stryker for safe keeping, by the consideration that said Stryker being the United States sub-agent, it would be more safe to entrust then to him than to any private individual; and this deponent understood that they were advised to do so by one of the chiefs on this ground, that there would be no risk in confiding in one in whom the government had reposed so much confidence. And further this deponent saith not.

THOMAS JIMESON.

Sworn to and subscribed to before me, this 11th day of February, 1847, at Versailles, Cattaraugus county, New York.

WOLCOTT SKIDMORE,
Justice of the Peace.

NORTHERN DISTRICT OF NEW YORK, }
Erie County, } ss.

William Jones, of the Cattaraugus reservation, county of Erie, State of New York, being duly sworn, deposeth and saith that he has heard read the foregoing affidavit of Thomas Jameson, and that he was present at the execution of the order spoken of in the said affidavit, and acted as interpreter between the parties to that arrangement; and saw the said Polly Jameson deliver to the said Stryker the three hundred dollars of money committed, by that arrangement, to the care of said Stryker, and saw the said Stryker and his companion count the same, and heard them say that it was three hundred dollars; and deponent also heard the said Mary Jameson express the reason why she and her daughter gave the order upon General Brookes, to wit: that she wished the agent to get her money and deposit it in some safe place near by, where she could receive the interest of it annually; and this deponent further saith that he understood, at the time, and does still believe, that the said Polly and Mary were induced to commit their funds to the said Stryker for safe-keeping by the consideration that he was an officer appointed by the government, for the special purpose of taking care of the interest of the Indians, and that he was therefore worthy of their confidence; and this deponent does not suppose that, at that time, it had ever entered into their minds that an officer appointed by the government could be a man unworthy of confidence. And further this deponent saith not.

WILLIAM + JONES, his mark.

Sworn and subscribed to before me this 11th day of February, 1847, at Versailles, Cattaraugus county, New York.

WOLCOTT SKIDMORE,
Justice of the Peace.

No. 12.

The undersigned, chiefs and warriors of the Seneca nation, would respectfully state that the uniform custom of the nation, previous to the adoption of the new law, passed by the State legislature in 1845, and that which has been acknowledged as the only proper course in the execution of receipts for our annuities, has been either for all the chiefs present, from each of the reservations, to sign the receipt in open council, or for the council, in open session, to designate several individuals, to sign said receipts in behalf of the nation, in open council, in presence of the nation and subscribing witnesses. Any receipt, not thus executed, must have been surreptitiously obtained, and should be regarded as a fraud upon the government and upon the Indians; and, if James Stryker has presented any papers purporting to be such receipts, for the annuities which are represented in the memorial of December, 1845, to have been withheld from the Seneca nation, said papers were not executed by the nation, in the manner above stated; but, if not direct and absolute forgeries, they were signed by unauthorized individuals, and in private, and without the knowledge of the nation.

MARIS B. PIERCE,
GEORGE LINDSEY,
JAMES SPRING,
JOSEPH SILVERHEELS,
SENECA WHITE,
JOHN HUDSON,
JOHN TALLCHIEF, his + mark.
GEORGE SILVERHEELS, his + mark.
JOHN BENNETT, his + mark.
THOMAS RENNER, his + mark.
MORRIS HALFTOWN, his + mark.
JOHN GENERAL, his + mark.
JOHN CORNFIELD, his + mark.
JOHN BANKS, his + mark.
JOE HEMLOCK, his + mark.
LITTLE JOE, his + mark.
ROBERT SILVERHEELS, his + mark.
GEORGE JACOBS, his + mark.
TAYLOR HALFTOWN, his + mark.
JOE HEMLOCK, jr., his + mark.
GOVERNOR BLACKSNAKE, his mark.

CATTARAUGUS RESERVATION,
New York, January 25, 1847.

Read, interpreted and sworn to, by Maris B. Pierce, George Lindsey, James Spring, Joseph Silverheels, Seneca White and John

Hudson, in open council, this 2d day of September, 1847, before me.

D. CODDINGTON,
Justice of the Peace.

In presence of CHESTER HOUSE,
Attorney for the Seneca nation.

September 2, 1847.

We, the undersigned, Tonawanda chiefs, having heard, this day, the foregoing paper read in open council, concur in the facts stated therein.

JEMMY JOHNSON, his + mark.
SAMUEL PARKER, his + mark.
LEWIS PODRY, his + mark.
WM. WASHINGTON, his + mark.
DANIEL SPRING, his + mark.

Read, interpreted, subscribed and sworn, in open council, before me, this 2d day of September, 1847.

D. CODDINGTON,
Justice of the Peace.

No. 13.

CATTARAUGUS RESERVATION,
December 28, 1846.

When I returned home from Buffalo, after having been absent several days, I found your note of the 18th instant; and this accounts for the delay of answering yours in due time, which was beyond my power so to do.

The following queries and replies, which I have been able to answer according to the best of my ability. Your memorial to Congress of December, 1845, says: "Under treaty of 1794, with the Six Nations, the Senecas are entitled to its *proportion* of an annuity of \$4,500, payable in goods."

Query 1. When was that proportion settled between the tribes; in other words, what has it uniformly been in amount?

Answer. The proportions are settled according to yearly census, and this was always made by sub-agents; it varies a little as the census vary from year to year.

Query 2. And, when in the year, "*which you think was 1839*," were you entitled to receive said proportion; i. e., what month in the delinquent year did said goods come to the hands of said sub-agent?

Answer. It was in the year 1839, some time in the month of August, or at the longest, in September; we usually receive the annuities either in the month of August or September; but formerly we received all the annuities in June, annually.

Principal	\$3,000	
Interest 7 years	1,470	
		<u>\$4,470</u>

Query 3. You say your Phelps & Gorham annuity was not paid in 1837, nor at any time since, up to December, 1845; how much will be due under this head, up to this date?

Answer. Principal.....	\$7,430	
Interest 9 years	4,500	
		<u>\$11,643</u>

And add \$500 for 1837, and interest thereof, making in all, interest, \$315—total amount, \$815.

Query 4. You say, in your treaty with Troup, Ogden & Rogers, of 1826, an annuity of \$2,583 became due to you. Where is the principal; how much do you make your claim under this head?

Answer. At the Ontario bank, in the village of Canandaigua, State of New York.

*Principal	\$2,583 × 3	\$7,749	
Interest 9 years		1,627 29	
“ 8 “		1,446 48	
“ 7 “		1,265 67	
			<u>\$12,088 44</u>

— You say, by your treaty with the State of New York in 1815, the State was to pay the chiefs \$500 annuity; that, in 1837, James Stryker drew it, and never paid it over to the chiefs; and, that you believe that he received it for the years 1838 and 1839. Why are you less sure as to 1838 and 1839; what proof have you?

Answer. This annuity is due on the first day of June in each year. We are not less sure; but we have no means of proof at this time.

Principal under this head	\$500	
Interest 9 years	315	
“ 8 “	280	
“ 7 “	245	
		<u>\$1,340</u>

Query 5. Was there ever a treaty of cession, or sale, when there was no United States agent present?

Answer. We think not; not to the recollection of our oldest chiefs.

— How of your sale to Troup, Ogden & Rogers; was a United States agent present?

Answer. Yes; Jasper Parish, United States sub-agent, and Oliver Forward, United States commissioner.

— Was there present a Massachusetts commissioner?

Answer. Yes; N. Gorham, superintendent of Massachusetts.

*Note by W. B. S.—Not principal of the fund, but annual income.

Query 6. Did Captain Henry Smith distribute goods, in 1839, to the Senecas, and were they understood to be of the goods annuity of that year; or, did he come to the premises of any such goods and not distribute them?

Answer. Captain Henry Smith did not distribute goods in 1839; neither did he come to our premises with any such goods, to our knowledge.

Very respectfully, yours, &c.,

MARIS B. PIERCE.

THOMAS B. STODDARD, Esq.,
Commissioner, &c., &c.

CANANDAIGUA, *November 23, 1846.*

SIR: Your letter of the 18th instant came to hand a day or two since, and in answer I will state to you what I recollect, and what, by recurrence to the clerk's office of this county, I have been able to ascertain in relation to the matter inquired of by your letter.

On the 5th of July, 1796, Oliver Phelps, for the consideration of \$10,000, expressed in the instrument, mortgaged to Israel Chapin, superintendent of Indian affairs for the Seneca nation, and in trust for the said nation, all the land which he (Phelps) owned in township 9, in the 7th range, together with certain lots which constituted his homestead in this village, for the purpose (as expressed in said mortgage) of securing to the said Indians, the per annual payment of the sum of five hundred dollars, according to the terms of a bond or agreement executed by him on the 9th of July, 1788. On the 26th of August, 1801, Israel Chapin released the lands in No. 9, in the 7th range, on procuring security for \$2,000 on other lands, which sum was afterwards paid, but how or to whom I do not recollect. On the 10th of December, 1810, Israel Chapin assigned the aforesaid mortgage to his successor, Erastus Granger, who (there being \$1,250 in arrears on account of said annuity) commenced proceedings in chancery against the heirs at law of O. P., for a foreclosure of their equity of redemption to the homestead before mentioned, which resulted in a foreclosure and order of sale, by a decree of the court, entered April 15, 1811, and the premises were sold by John C. Spencer, master in chancery, on the 9th of November, 1811, to Andrew Thingsbury, treasurer of the State of Connecticut, for the sum of \$8,500. The decree required the master to pay the avails of the sale to the register of the court. I do not, however, believe that this was done; but that a sufficient sum to cover the arrears of the annuity and constitute a sufficient principal to produce so much of the annuity as was not sunk by the payment of the \$2,000 above alluded to, was paid to Mr. Granger, in pursuance of an order of the court modifying the decree. I, however, have no distinct recollection of this, Messrs. Blecker and Sedgwick, of Albany, being the solicitors, the business having been put into their hands by me, as I was not then a solicitor; I, doubtless,

superintended the sale, and hence Mr. S. supposes I was the solicitor. I think this must have been the way in which the business was closed.

I am, sir, yours, &c.,

NAT. W. HOWELL.

THOS. B. STODDARD, Esq.

CANANDAIGUA, 10th month 16th, 1846.

RESPECTED FRIEND: Thy letter of 8th instant, addressed to Griffith M. Cooper and myself, with the accompanying documents, were received from him yesterday noon, and a few lines from him refers the whole subject to me. In the afternoon I waited on Oliver Phelps and Henry B. Gibson, to obtain what information they are possessed of in relation to the different subjects embraced in thy letter. I will take them up in the order in which they stand in the extract from the Indian memorial.

I have no knowledge, nor have they, of the withholding by James Stryker of the goods annuity due the Seneca nation in 1839. It is possible that Geo. W. Clinton may have affidavits of the chiefs establishing that fact; if not, they may be procured by application to the interpreter at Cattaraugus.

The second relates to an annuity of \$500, payable by Oliver Phelps, in pursuance of a treaty made with the Seneca nation on the 8th of July, 1788, (not 1789, as stated in their memorial.) It will be proper here to state, that when the Seneca nation prepared their memorial to Congress, Geo. W. Clinton, of Buffalo, was their attorney, and it was probably drawn by him. In order to obtain the facts embraced in it, he applied to those most likely to furnish them, and among the rest to Oliver Phelps, grandson of the one above mentioned. In answer to G. W. Clinton's letter to O. Phelps, the latter, in a letter bearing date 12th December, 1845, gave a history of the proceedings to recover of the heirs of his grandfather, the principal sum, which would yield at 7 per cent. that amount of annuity; and it appears by said letter (a copy of which now lies before me) that by a foreclosure in chancery, a part of the lands which had been pledged as security, were sold by Jno. C. Spencer, master, in 1796; and the amount of the decree \$6,056 63 paid to the register in Albany, (by which it would appear there must have been a previous payment.) His letter closes with this remark: "You have, however, by this disclosure, sufficient evidence to show the assumption of the payment of this annuity, by the government of the United States." By application to G. W. Clinton, thou may see the original of this letter.

The third subject relates to an annual interest of \$2,583, payable by the Ontario bank. Henry B. Gibson, cashier, yesterday showed me James Stryker's receipts for said sums in the years 1837, 1838, and 1839; and requested me to inform thee, that he should forward an affidavit that the money had been so paid.

The fourth and last relates to an annuity of \$500, payable by the State of New York. I have no doubt said annuity was received by James Stryker, in the years 1837, 1838, and 1839; by application at the proper department at Albany the fact may be ascertained.

I now take the liberty to propose, that thou address a letter to Jno. C. Spencer, asking information in relation to the disposition of the amount collected from the heirs of O. Phelps; and also request him to procure from the office a statement as to whom was paid the State annuity of \$500, in the years 1837, 1838, and 1839. It is, however, my opinion, that thou wilt find in the possession of G. W. Clinton, evidence of the payment of all those moneys, as I know he took much pains to procure it, and he doubtless asked the aid of his father-in-law, Jno. C. Spencer.

By a visit to Cattaraugus, thou may easily obtain affidavits of the Seneca chiefs, that the several moneys which they allege have been withheld from them were never paid.

I have now done all in my power to put thee in a way to obtain the desired information, and I hope thou wilt succeed.

In compliance with thy request, I return the extract from the memorial of the chiefs.

Respectfully, thy friend,

WM. S. BURLING.

THOMAS B. STODDARD.

CANANDAIGUA, *January 11, 1847.*

DEAR SIR: Your letter inquiring in regard to the fund from which the Phelps' annuity of \$500 to the Seneca nation was derived, and requesting me trace it through my father's papers into the hands of the agent next succeeding him, is before me. I have not been able, until to-day, to look over his Indian papers; but I have availed myself of the first moment I could to do so, and am happy to be in any way useful or instrumental in affording you a clue, by which the deeply wronged Senecas may recover an annuity of which they must have been defrauded for years.

I see by Mr. Granger's letter to you, that he has found among his father's papers receipts from chiefs of the Senecas, for the \$500 annuity, up to 1816. I also find among my father's papers, receipts for the annuity, from and including 1817, up to the 9th of July, 1829. Before the next year's interest accrued, my father was removed, and Mr. Ingersoll appointed his successor. Below I hand you an exact copy *compared* of a receipt, from Mr. Ingersoll to my father, for \$7,142 86, being the fund from which the annuity accrued; and also his receipt for \$191 44, being one year's interest on the amount of cash, viz: \$2,735 86, which was paid over to Mr. Ingersoll at the same time, as part of the fund of \$7,142 86. By a careful perusal of the copy of the receipt, (the original of which is among my father's papers,) you will find a pretty clear case made out, and the fund you allude to, together with regular payments of the interests constituting the annuity, traced to the hands

of Mr. Ingersoll, my father's immediate successor. Mr. I, when appointed agent, lived at Medina, Orleans county.

I believe, I have given you all the information you desired in your letter, and shall be happy at any time to assist you all in my power, in enabling the Indians to bring their defaulting agent to account.

Yours, respectfully,

STEPHEN PARRISH.

THOS. B. STODDARD, Esq.

Copy of receipt.

\$7,142 86.

Received at Canandaigua, June —, 1830, from the hands of Jasper Parrish, late sub-agent of the United States to the Six Nations of Indians, a bond and mortgage, executed by John Coates, to Oliver Phelps, bearing date August 26, 1807, and assigned by Oliver Phelps, December 18, 1806, to Erastus Granger, agent to said Six Nations of Indians, or his successor in office, for the use of the Seneca nation, and securing the payment of the sum of \$2,000, together with the lawful interest thereon. Also a bond and mortgage, executed by Alexander Hitchcock to said Granger, dated 10th June, 1812, securing the payment of the sum \$2,408, together with the lawful interest thereon; and also in cash \$2,734 86, in all amounting to \$7,142 86, being in full of the sum of money secured by the late Oliver Phelps and Nathaniel Gorham, agreeably to a certain writing or agreement made with the chiefs of the Seneca nation, bearing date July 9, 1788—signed “duplicates.” On the above bond and mortgage of John Coates, the interest is endorsed as paid up to the 15th of July, 1829; and on the bond and mortgage of Alexander Hitchcock, the interest is endorsed as paid up to the 17th of July, 1829. And Jasper Parrish has this day also paid me \$191 44.

Cash	\$2,734 86
	191 44

\$2,926 30

being one year's interest on the above sum of \$2,734 86 paid in cash.

JUSTUS INGERSOLL,
Sup't Indian affairs of the Six Nations.

BLACK ROCK, December 29, 1846.

SIR: I have examined papers left by my father connected with his Indian agency, and find among them an assignment of a mortgage, bearing date December 12, 1810, given by Israel Chapin to my father, in trust for the Seneca Indians. Said mortgage is stated

to have been given by Oliver Phelps, the 14th day of July, 1796, in consideration of \$10,000 to Israel Chapin and his successors in office, as security for the discharge of a certain annuity due from said Phelps to the Seneca nation of Indians, and is probably the one referred to by Mr. Howell in his letter to you.

I also find a letter from Oliver L. Phelps to my father, dated Canandaigua, 10th November, 1811, stating that the property mortgaged to the Indians was the day before sold to the State of Connecticut for \$8,500, for the benefit of himself and family on repaying the money, requesting a further loan of the same, and offering to give security on other property in Canandaigua.

There are also receipts from the chiefs of the Seneca nation of Indians for \$500, being the annuity due from the estate of Oliver Phelps from the year 1809 to the year 1816.

I cannot find any thing more in relation to the matter among my father's papers, there is nothing to show what disposition was made by him of the fund, or into whose hands it passed.

My father held the office of Indian agent from 1804 until 1818, after which the late Mr. Jasper Parrish, of Canandiagua, acted as Indian agent one or two years, when Mr. Ingersoll was appointed.

I would suggest that the late Hon. Gideon Granger, of Canandaigua, had the entire settlement of Oliver Phelps's estate, and probably by his papers some trace of the fund can be found.

Very respectfully, &c.,

WARREN GRANGER.

THOMAS B. STODDARD.

DETROIT, February 1, 1847.

SIR: Your letter of -- date enclosing "extracts from chiefs memorial," and addressed to the "representative of the late Hon. Justis Ingersoll, deceased," was handed to me by the widow of said Justus Ingersoll, with the request that I would make a search through the papers of her late husband for the document you ask for, and reply to you.

I have made a thorough search through all the papers that have escaped destruction of those left behind by Mr. Ingersoll, and I can find nothing whatever relating to the transfer by Mr. Ingersoll of the moneys, &c., in his charge as Indian agent, to his successor in that office.

Many of Mr. Ingersoll's papers, and all of his books, are missing or have been destroyed by his children, who regarded them as of no importance. I was applied to by Col. Edw'd Brooks, who had a letter from you on the same subject, and who requested me to make a search for the receipt you want.

Enclosed please find the "extracts" forwarded to me, and also those Col. Brooks received.

If I can in any way aid you in your investigation, please command me.

Yours, very respectfully,

ANTHONY DUDGEOR,
Son-in-law of late Justus Ingersoll.

THOMAS B. STODDARD, Esq.
Irving, New York.

ALBANY, *November 13, 1846.*

SIR: I duly received your letter of the 9th instant, and reply to it as soon as my engagements would permit. I recollect making the sale you speak of, as master in chancery, but it must have been between 1813 and 1817, and not in 1796, as you was informed. I cannot recollect the title of the cause, and have searched the register in chancery's office in this city, in view to discover it. But I am quite sure that Nath'l W. Howell, esq., then and now of Canandaigua, was the solicitor who conducted the proceedings; and I have no doubt that, on application to him, he can inform you fully respecting the moneys realized, and to whom they were paid over.

If he was not the solicitor, and cannot give you the desired information, I would recommend to you to search the county clerk's office, of Ontario county, for the record of the master's deed which I must have executed, which will give you the title of the cause, and could you or me search the minutes of the court of chancery we might ascertain what became of the money.

Yours, respectfully,

J. C. SPENCER.

TH. B. STODDARD, Esq.

No. 15.

All that certain piece or parcel of land situate, lying, and being in the town of Aurora, county of Erie, and State of New York, bounded and described as follows, *to wit*: commencing at a stake in the southeast corner of lot number forty, on the north bounds of the Big Tree road; thence running north two degrees east, one hundred rods to a stake; thence north thirty-two and a half degrees east, twenty-five rods and nine links to the centre of the Buffalo road; thence north forty degrees west, nineteen rods along the centre of said road to a stake; thence north two degrees east, one hundred and sixty-two rods and twelve links to the new reservation line; thence south eighty-eight and a half degrees east, seventy-nine rods to the centre of Brooks's road; thence south two degrees west, one hundred and forty rods and twenty links along the centre of said road to a maple stump; thence south eighty-seven degrees east, fifty-four rods and ten links to a stake; thence south three degrees west, one hundred and fifty-seven rods fifteen links to a stake on the north bound of the Big Tree road, near the northwest corner of George Baker's barn; thence north eighty-seven degrees west, four rods along said Big Tree road to the centre of the Buffalo road; thence north forty degrees west, thirty-one

rods along the centre of said Buffalo road to a stake; thence south fifty-one degrees west, thirty-one rods to a stake on the north bounds of the above mentioned Big Tree road; thence north-eighty-seven degrees west, eighty rods and seventy-three links along the north bounds of said road to the place of beginning; containing one hundred and ninety-six acres and one rod of land, excepting and reserving therefrom twenty-five acres of woodland on the north part, sold by the said James Stryker to Gurden Pierson. Also, all that other piece or parcel of land situate, lying, and being in the said town of Aurora, and county of Erie, adjacent to, and being part of, the same farm with the premises above described, bounded as follows, to wit: Beginning at the southeast corner of lot number forty, in said town of Aurora, and running north on the east line of said lot, thirty-four chains to the centre of the highway; thence north forty-two degrees west, along the centre of said highway fourteen chains and sixty-four links; thence south fifty-five degrees west, twelve chains and twenty-five links to a stake on the west line of the east third of said lot; thence south, on said line, thirty-seven chains and fifty links to the middle road; thence east on said middle road, twenty chains to the place of beginning, containing eighty acres of land. Also, a small parcel of land adjoining the above described premises, bounded as follows, to wit: commencing at a stake in the Buffalo road, near S. Fuller's late dwelling house; thence running south forty degrees east, nineteen rods along the centre of said road to a stake; thence running south thirty-two and a half degrees west, twenty-five rods and nine links to a stake; thence north two degrees east, thirty-six rods to the place of beginning, containing one acre, one rood, and twenty-five rods of land; the whole of the parcels above described and conveyed amounting to two hundred and fifty-two acres, one rood, and twenty-five rods of land.

STATE OF NEW YORK, }
 Erie county, clerk's office, } ss.

I, Manly Colton, clerk of said county, certify that I have examined the indexes of deeds and mortgages in said office and found the record of a mortgage, dated July 6, 1837, recorded in liber 30 of mortgages, page 103, July 6, 1837, executed by James Stryker, mortgaging to Henry P. Wilcox the premises above described, to secure the payment of seven thousand one hundred and forty-three dollars.

I further certify that I find the record of a mortgage, dated July 31, 1835, recorded in liber 16 of mortgages, page 361, July 31, 1835, executed by James Stryker and Hannah M., his wife, mortgaging to the Farmers' Fire Insurance and Loan Company the premises above described to secure the payment of ten thousand dollars.

I further certify that I find notice of hispenders filed in this office, September 17, 1838, by Graham, Noyes, and Martin, solici-

tors in chancery, for the purposes of obtaining a foreclosure of the mortgage last above mentioned, wherein the Farmers' Loan and Trust Company (late the Farmers' Fire Insurance and Loan Company) are complainants, and James Stryker, and others, are defendants.

I further certify that I find the record of a deed, dated April 15, 1840, recorded in liber 59 of deeds, page 422, dated May 9, 1840, executed by Horatio Seymour, jr., master in chancery, conveying to the Farmers' Loan and Trust Company, the premises above described, on the foreclosure of the mortgage last above mentioned.

In testimony whereof, I have hereunto set my hand
[L. s.] and affixed the seal of said county, this 22d day of October, A. D., 1846.

MANLY COLTON,
Clerk, Erie county, New York.

No. 16.

UNITED STATES OF AMERICA, }
Northern district of New York, } ss.

George W. Clinton, of Buffalo, in said district, counsellor at law, being duly sworn, says: That sometime in 1845, or 1846, he was employed by the Seneca Indians, resident in New York, as their attorney and counsel in presenting to Congress their claims to remuneration for alleged pecuniary losses by them sustained by reason of defalcation of one James Stryker, formerly the sub-agent of the New York Indians; that, in virtue of such employment, he collected much testimony calculated, in his judgment, to substantiate the equity of such claim, and forwarded the same to Colonel A. Sevier, at Washington, said A. H. Sevier then being a Senator for the United States, and chairman of the Senate Committee on Indian Affairs. That, among other papers so transmitted to Mr. Sevier, was an affidavit made by the Hon. Frederick P. Stevens, of Buffalo aforesaid, and an original bond of said Stryker to one Henry P. Wilcox, annexed to said affidavit. That, previous to said transmission of said bond and affidavit with other papers, this deponent annexed to the draft of said affidavit a true copy of said bond, and retained said draft and copy, and now hereto annexes them. And he further says that, at or about the time of transmitting said papers to Mr. Sevier, he took a copy of his letter to Mr. Sevier accompanying said papers, and enclosed it with other papers to Philip E. Thomas, of Baltimore, the friend of the Senecas, to the end that he might be apprized of deponent's proceedings and progress in the matter; that the said copy is, as he verily believes, in all respects true, and is hereunto annexed, having been returned to deponent by Mr. Thomas. And he further says that the accompanying copies are, as he verily believes, in all respects just, true, and accurate copies of said affidavits of Stevens, and of said bond of Stryker's, and of the whole of each thereof, respec-

tively. That deponent was in Washington, and had an interview with Mr. Sevier in March, 1846, relative to the application of said Senecas for relief, then pending in the Senate, and remembers referring, in said conversation, to the papers so transmitted by this deponent, including said original bond, and left Mr. Sevier fully impressed, from the general bearing of the conversation, with the impression that the same, including said bond, had been received by and were in the hands of Mr. Sevier. That, in June thereafter, deponent, as counsel as aforesaid, with said Thomas, was present at a meeting of a committee of conference of Congress, at the capitol in Washington, appointed in consequence of a disagreement between the two Houses as to a portion of some amendments of the Senate to an Indian appropriation bill, introduced by Col. Sevier, to meet the case of the Senecas; and deponent then supposed that said papers and original bond were under the control of the committee, and that nothing was done or said at that meeting to shake this impression. That subsequently, and, as deponent believes some time in January last, for the first time, this deponent was informed that the said original bond and affidavits could not be found; and he says he verily believes they are lost or mislaid so they cannot be found.

G. W. CLINTON.

Subscribed and sworn to, this 31st day of July 1847, before me,

FRED. P. STEVENS.

County Judge of Erie county.

UNITED STATES OF AMERICA, }
Northern District of New York, } ss.

Frédéric P. Stevens, of Buffalo, in the county of Erie, and district aforesaid, being duly sworn, deposes and says: That the bond hereto annexed signed "James Stryker," and purporting to be witnessed by F. P. Stevens, was signed and sealed by James Stryker, then being first judge of the county court of Erie county, in said district, and also sub-agent of the New York Indians, on or about the sixth day of July, in the year eighteen hundred and thirty-seven, in the presence of deponent, who then and there put his name to the said bond as subscribing witness, at the request of said Stryker; and the said Stryker did also then and there, in like manner, execute a mortgage in fee of certain lands in the town of Aurora, in said county, to the said Henry P. Wilcox, the devisee in the said bond mentioned, as collateral security for the payment of the moneys in said bond mentioned, and did then and there acknowledge the execution thereof before deponent, and thereupon deponent, being a judge of the court of said county, and thereunto legally authorized, did certify the said acknowledgment upon said mortgage in due form of law, entitled the said mortgage to be recorded in the said county, and the said James Stryker took the said

bond and mortgage away, for the purpose, as deponent supposed, of delivering them to the said Wilcox.

And deponent further says, that the said bond hereto annexed is in the handwriting of said Stryker; that said Stryker declared at the time of the execution thereof that he was justly indebted to the Seneca nation of Indians for moneys belonging to them in his hands, and in the sum specified in the condition of said bond and mortgage; that judgment was about to be obtained against him, and he considered it right to secure the Indians; and, that the mortgage was sufficient security, as, although there was a previous mortgage upon the same lands to the New York Life Insurance and Trust Company, the lands were adequate to the payment of both mortgages. And the said Stryker inquired whether deponent thought the transaction valid in law, and deponent replied, in substance, that that would probably depend upon whether the debt was a bona fide one; and thereupon said Stryker said the debt was a just one, and expressed anxiety to secure the payment.

FRED'K P. STEVENS.

Sworn and subscribed before me, this 2d day of February, 1846.
 MANLY COLTON,
Clerk of Erie county.

—
 BUFFALO, *February* 16, 1846.

SIR: I have deferred writing to you from time to time until now, in the expectation of being able to wait upon you, and of enjoying an opportunity of laying before you and the Committee on Indian Affairs, personally, the facts and arguments which I suppose entitle the Seneca nation to the relief they pray for in their three several petitions. The papers have been presented to you, and explained by a committee of the friends. With reference to the claims for moneys abstracted by Stryker, I now enclose the following papers:

1st. An affidavit of Mr. Wright, a missionary among the Senecas, corroborating the statement of the Indians, that the annuities mentioned in their memorial, were withheld from them.

2d. The affidavit of Mr. Hitchcock, proving the existence of the Phelps annuity; that he had a portion of the principal, and repaid it to the agent of the then Indian agent.

3d. The certificate of the county clerk, showing that Mr. Hitchcock executed a mortgage to the then Indian agent to secure the money, and that the agent took it in trust for the Seneca nation.

4th. A letter from Oliver Phelps, grandson to the original patentee of the Phelps & Gorham purchase, shewing the origin of the annuity, how the principal was secured, &c., and that the superintendent, as such, was the trustee of the Senecas.

5th. The certificate of the county clerk, showing the execution by James Stryker to H. P. Wilcox of a mortgage, (referring to collateral bond,) to secure \$7,143, and annual interest, for the ben-

fit of the Seneca nation; that the land was encumbered by a previous mortgage, and has been sold under it.

Mr. Wilcox's affidavit has been presented to you.

The \$7,143, at 7 per cent., will yield precisely \$500, the missing annuity.

6th. The original bond of Stryker to Wilcox; which shows upon its face that it was given for an annuity of \$500. Appended is the affidavit of the honorable F. P. Stevens, the subscribing witness, proving the authenticity of the bond and the insolvency of Stryker.

These papers are, I think, conclusive upon the facts that Stryker, as the agent of the government, obtained \$7,143 of the Senecas' money, and had defrauded the nation of the principal, and of the interest for many years.

With regard to the goods annuity, the annuities paid by the Ontario bank, and one year's annuity from the State, I presume there can be no doubt of Stryker's guilt. With regard to the State annuity, I hope to make further proof in a day or two.

I am informed by Mr. Thomas, that the equity of calling upon the United States to substitute a six per cent. annuity for the money paid by the Ogden Company to the President, under the treaty of 1842, and which were invested in United States stock at a premium, is not regarded as clear.

It should be remembered that the Indians know nothing about stocks. They have always received six per cent for their moneys from the United States. When they were told that the treaty provided that the Ogden Company should pay to the President the money for the title of the lands ceded, and that he would invest it, they, of course, expected six per cent; and, if they could not, they would probably have hesitated to execute the treaty. The amount of principal is \$75,000. It is indeed most safely invested, but the United States lose nothing by substituting an annuity. If the stock in which it now stands is worth \$75,000 to the Indians; it is to the United States, and in the market.

That the Indian acts in good faith in the matter, may fairly be derived from the fact that, by another memorial, he asks the United States to take absolutely another \$43,050 of its own six per cent. stock, now held by the Ontario bank, and give them a six per cent. annuity for it.

That the relief prayed for is not unprecedented, you are probably aware. I would respectfully refer to a report of the Secretary of War to the President, in 1837.—State papers, 1st session, 21st Congress, doc. No. 2, page 28, and to the act passed in pursuance thereof.—Laws U. S., vol. 8, page 414.

With the highest respect, your obedient servant,

G. W. CLINTON.

To the Hon. A. H. SEVIER,
United States Senator.

Know all men by these presents :

That I, James Stryker, am held and firmly bound unto Henry P. Wilcox, of the county of Chautauque, in the sum of \$14,000, lawful money of the United States of America, to be paid to the said Henry P. Wilcox, or to his executors or administrators, to which payment, well and truly to be made, I bind myself, my heirs, executors and administrators, and each, and every one of them, firmly by these presents, sealed with my seal, and dated the sixth day of July, in the year one thousand eight hundred and thirty-seven.

Whereas, the above bounden James Stryker, as special attorney and agent of the Seneca Indians, residing within the State of New York, holds in his hands the sum of \$7,143, received by him on their account, and held for their benefit, and the interest whereof they are to receive annually; and, whereas, the said James Stryker is desirous to secure to the said Indians the said sum of money with the interest, and the said Henry P. Wilcox has consented to accept of such security, on behalf of said Indians, from said James Stryker; now, therefore, the condition of this obligation is such that, if the above bounden James Stryker, his heirs, executors, or administrators, shall, and do well and truly pay, or cause to be paid unto the above named Henry P. Wilcox, his executors, or administrators, (to be by them invested for the benefit of said Indians,) the just and full sum of \$7,143, within ten years from the date hereof, with legal interest thereon, payable by the said James Stryker annually, at general councils held for the payment of annuities within the bounds of the Seneca nation, without any fraud or delay, then this obligation to be void and of none effect, otherwise to remain in full force and virtue.

JAMES STRYKER, [SEAL.]

Sealed and delivered in presence of—

F. B. STEVENS.

UNITED STATES OF AMERICA, }
Northern district of New York, } ss.

Frederick P. Stevens, of Buffalo, in the county of Erie, in said district, being duly sworn, says: That on or about the 2d day of February, 1846, George W. Clinton, esq., of Buffalo, presented to deponent a bond, purporting to have been made and executed by James Stryker to Henry P. Wilcox, as trustee for the Seneca Indians, conditioned to pay the sum of \$7,143, which sum was recited in said bond as having been received by the said Stryker, as special attorney and agent for the said Indians, and for their benefit, which bond was dated on or about the sixth day of July, 1837, and purported to have been sealed and delivered in the presence of deponent, and deponent's name signed thereto as a witness, which deponent recognized as his handwriting. And deponent further says, that the bond on the opposite page, purporting to be a copy of an original bond, he verily believes to be a true and correct copy of

the original bond presented to him by said Clinton, as aforesaid. And deponent further says that, as near as he can now recollect, when said Clinton presented said original bond to deponent, he asked deponent if he could recollect the circumstances under which it was executed, or what was said by said Stryker when he executed the same, and whether it was accompanied by a mortgage. Deponent, after examining the condition of the said bond, date, &c., and his own signature, and refreshing his recollection by the same, did remember many of the circumstances connected with its execution, and informed said Clinton of the same. Very soon after, Clinton brought to deponent a statement of these circumstances in the form of an affidavit, and wished deponent to look it over, and if correct, to sign and swear to it. Deponent did look it over, and corrected it so as to conform to his recollection, and, after being copied by said Clinton and attached to the said original bond, deponent did sign the same and swear to it before the clerk of said county of Erie, and delivered the same, together with said original bond, to said George W. Clinton, esq. And deponent further says, that he has not seen said bond or affidavit since.

FRED. P. STEVENS.

Sworn before me, January 26, 1847.

A. A. HOWARD,
Commissioner of deeds.

UNITED STATES OF AMERICA, }
Northern district of New York, Chautauque county, } ss.

Henry P. Willcox, of Irving, of the county aforesaid, being duly sworn, deposes and says: That sometime, to the best of his recollection, in the summer of 1837, James Stryker, then being United States sub-agent of the New York Indians, informed this deponent that he had theretofore become indebted largely to the Seneca nation for moneys belonging to said nation, and which had come to his hands—which, and the annual interest of which, he wished to secure the repayment of to said nation—and proposed to execute a bond and mortgage to said deponent as trustee for said nation.

That deponent declined at first, but, when being urged by said Stryker, said he would consent if, after taking counsel, he was satisfied that it would not subject him to any responsibility. That he took counsel, and was informed that it would not subject him to any liability; and being so informed, and supposing that it might be of benefit to the Indians should said agent's bail to the United States by possibility become insufficient—a contingency so unlikely to happen—that whilst deponent did not deem it any part of his duty officiously to interfere in or to apprise the Indians of, he yet did not feel at liberty to reject an offer from said agent that could do no hurt, and consequently said deponent yielded to said agent's request; knowing, at the same time, that in the last resort the Senecas looked for indemnity as wards of the government to the United

States, and not to any direct security from the United States sub-agent to them or through a trustee to them. And said deponent further says: that after revolving the proposal in his mind, and upon declaring his willingness to said Stryker to allow his name to be used as trustee, that said Stryker told him the papers had already been executed and that he (Stryker) would put them on record. The papers never were delivered to nor seen by deponent, nor does he know for what the money was due from said Stryker. But he did not understand the money to be then in hand. And herein said deponent desires to explain a construction to which a sentence in his former deposition on this subject is exposed; which sentence, from the omission of the word *had* which ought to be placed next before the same word to express unequivocally his (deponent's) meaning at the date of said deposition, and which is believed to have been inadvertently omitted by the attorney who drew up said deposition, and which being read in open "council," and under circumstances unfavorable to a critical scrutiny of the context, was signed by deponent; the following extract from which will exhibit it more clearly the amendment and explanation hereby intended, to wit: " * * James Stryker, then being sub-agent of the New York Indians, informed deponent that he *had* some large sum of money of the Seneca nation *in his hands*," which said sentence should read, "*had*" *had some large sum*, &c., and not that said Stryker then "had in hand some large sum of money;" the deponent insists upon inserting this explanation, to repel what might otherwise seem, from the context of said deposition, remissness on his part in neither instituting searches into the character of the security aforesaid, or communicating the fact to Indians competent so to have searched for themselves, whereas the money had already passed out of said Stryker's hands, by his own admission.

Deponent understood the mortgage was to be on said Stryker's farm in Aurora. He has since been informed that there was a previous mortgage on the property in favor of the New York Life Insurance and Trust Company, which has been foreclosed.

He believes that the said Stryker was insolvent at the time, and that he is now insolvent, and verily believes that said bond and mortgage were at the time, and ever since have been, and now are, valueless.

H. P. WILCOX.

Sworn, this 23d day of December, 1846.

D. CODDINGTON,
Justice of the Peace.

No. 17.

Our nation, under the treaty of 1792 and 1794 with the Six Nations, is entitled to its proportion of an annuity of \$4,500, payable in goods; its proportion due one year, and, we think, in 1839, was

not paid to the nation. James Stryker was then agent. He had goods for us and for our friends, the Onondagas and Cayugas, residing with us, but they were not paid over; and, we are told, he never accounted for them to the government.

In or about the year 1788 or 1789, the nation, at Canandaigua, made a treaty with Oliver Phelps, or Phelps & Gorham, and sold a large tract of land. By the treaty, an annuity of \$500 was made payable to the nation. It was, as we are informed, secured by a capital of \$7,143, but how invested we know not.

The annuity was always paid to the nation by the agent for the time being. It was not paid to the nation in 1837, nor has it been paid at any time since. The principal has disappeared; we cannot find it, and we have reason to believe, and do believe, that it came to the hands of James Stryker as agent, and was converted by him to his own use; at any rate, it has never been received by the nation.

The nation made a treaty or agreement in or about August, 1826, with Robert Troup, Thomas L. Ogden and Benjamin W. Rogers, in pursuance of which stock of the United States, yielding an annual interest of \$2,583, was placed by the said Troup, Ogden & Rogers in possession of the Ontario bank, in trust for the nation, to pay the interest annually to the United States sub-agent, for the time being, to be paid to the nation.

James Stryker, being such agent, received the said interest for the years 1837, 1838 and 1839, and never paid a cent of it to the nation.

The nation made a treaty with the State of New York, in or about 1815, by which the State agreed to pay an annuity of \$500 to the chiefs; and by another treaty, made in 1830, the said annuity was made payable on the draft of five chiefs, made in the presence of two witnesses and acknowledged before a judge.

This annuity was drawn in the years 1837, 1838 and 1839, but was never paid to the chiefs.

In the first of these years, James Stryker received it; and we believe that he also received it in the two last years.

Estimating the goods annuity at \$3,000, and computing the principal of the Phelps annuity at \$7,143, including the \$500 annuity for nine years, and adding the annuity of \$2,583, and the State annuity of \$500, for three years each, our nation has been actually wronged and defrauded out of \$23,892, irrespective of interest. James Stryker is utterly insolvent. He owes the United States, as we are informed, and cannot pay. Mr. Ingersoll; who was agent before him, and who may have received the principal of the Phelps annuity, is also insolvent, and died many years ago. But we believe that this principal came to the hands of Stryker, because, as we are informed and believe, the said Stryker, in July, 1837, executed to Henry P. Wilcox, a white man, as trustee for the Seneca Nation, but without the consent or approbation or knowledge of said nation, his bond and mortgage conditioned for the payment of \$7,143, the exact sum required to yield, at seven per cent., the amount of the annuity, together with annual interest at seven per cent.

The mortgage was utterly worthless, and neither it nor the bond was ever accepted by the nation. * * * *

Neither the said nation, nor any one thereto authorised in its behalf, has in any way received any, or any part, of said moneys and goods hereinbefore alleged to have been wrongfully withheld. And that the nation is not, in any way, secured or indemnified for the same, or any part thereof, but is utterly remediless in the premises, except by this appeal to your justice. * * * *

No. 18.

CITY OF NEW YORK,
December 12, 1846.

DEAR SIR : I have just received at this place your communication of the 24th ultimo, sent to my residence in Orange county.

I have been in this city for many weeks, to obtain, if possible, relief for my eyes, which have been very seriously affected for one year, so as to deprive me at one time of my sight. In consequence of this severe affliction, I have been unable for the year past to attend to business; and the malady and poverty combined, have reduced me and my family to fearful straits. I am still very far from well—to search among and assort my papers for the purpose of responding to *your inquiries*; would, therefore, be impossible at present.

Thus much I can truly say, that your communication was a matter of surprise to me, for, in the first place, I trace all my misfortunes to the great expenditures of time and money which, in good faith, I made for the benefit of the Indians in the emigration movement, and otherwise—expenditures which have never been reimbursed, and for which the Indians and government are now largely indebted to me. And, in the next place, instead of a secret inquisition instituted in the spirit of persecution against me, I had hoped that a sense of honor and justice would rather have awarded me my due remuneration for years of service and sacrifice, and that, instead of the unjust charges upon which your commission has issued, the inquiry should rather have been how much was due to me. I am aware, that throughout all these unfortunate Indian negotiations, it was ever attempted to make me the scape-goat for the sins of others; but I hardly believed it possible, that after the lapse of almost ten years, the attempt to victimize me would be renewed. For what purpose?

Is it to add the last venom to the bitter cup of which I have already drunk so plentifully? Is it to hunt down a man sore, wounded, sick, and poor? Is it to harrass my wife and children, who, for the last few years, have depended for a precarious subsistence on my hard labors, and the bounty of friends? Is there evidence in my poverty, in my difficulties and trials for eight or nine years past; that I have taken Indian funds for my own use? or is there any in

the past, that I expended, in promoting the object of the government, and in supplying the wants of the Indians, the greater part of \$9,000 that I borrowed from the Trust company—besides other large sums of my own money, thus embarrassing myself, and dispossessing my family of a home, and, in consequence of which, we have been wanderers ever since, hopelessly struggling for a subsistence?

I can write no more at present. It is painful to me to write. I am suffering much in body, and much, too, in mind—for, besides other troubles just now, my wife is very sick.

Whatever others may do, you, my dear sir, are incapable of any thing ungenerous or unmanly, unless your nature has changed its current. You will not, therefore, suffer yourself to be the medium of communication for those who set down aught in malice. But you will report me as you knew me—your friend, and “one who did the State some service.” If proper, I beg you to send these few lines to Gov. Marcy. He has too high a sense of right to refuse me a hearing. If he deems my statement of the Indian matters important, when my health permits, I will give it freely, either here or at Washington.

Most respectfully and truly, your obedient servant,
JAMES STRYKER.

T. B. STODDARD, Esq.

P. S.—I intend to remain in this city until my sight is restored, and please answer me, addressed (generally) to me—New York city.

No. 19.

BUFFALO, December 19, 1846.

DEAR SIR: On my return from Alden yesterday evening, I received your favor of the 16th instant, enclosing a statement from Strong, Gordon, and Two Guns, in relation to the \$500 draft for 1838, which I have looked carefully over. They mix it up with other matters with which it should have no connexion. It seems that, so far as the making and signing of the draft is concerned, their statement coincides with mine. They deny having received the money on the draft, and Strong denies that I was present when the draft was signed, although he has no recollection as to where he signed the draft, whether at Stryker's room, or elsewhere; yet he is certain that Pratt and Allen were not present at the signing. I do not recollect when he signed it, but this I do recollect most distinctly, that Strong, and, I think, George Jameson and White Seneca came to my room and talked with me about cashing the draft. Whether I witnessed the actual signing of the draft, or received their acknowledgment of the signing, I do not now recollect, but one or the other most certainly, or I should not have witnessed it. When you first called my attention to this subject,

it was my impression that the Indians received the money from Mr. Pratt or myself; but, after reading Strong's, Gordon's, and Two Gun's statements, I am ready to admit that, on that point, I may be mistaken; it is possible that it may have been paid to Stryker. What I meant, when I said in a former letter to you, by "certain I am that the Indians received the money," was, that I had a distinct recollection of seeing the draft at that time, and that the money was advanced on it by me, or through my agency, and according to my best recollection paid to the Indians themselves, or to some one of them. This, then, being the material point of difference between my former statement and the statement of Strong and others, I do not see (after admitting, as I do, that I may be mistaken as to whom the money was paid) that it is necessary for me to make the affidavit contained in your last. I have no desire to appear in this matter at all, much less in a position which may appear antagonistic to the interest of the Indians; nevertheless, if it is indispensably necessary that an affidavit should be made by me of my recollection in the premises, I will make one and send to you immediately on receiving an intimation to that effect.

Since writing the foregoing four days since, I have been too ill to attend to any kind of business, (influenza the cause.) I can get no trace whatever of the draft for 1839. I see it is payable to the order of E. Kendrick, cashier. He was then the cashier of the Farmers' and Mechanic's bank, Albany, and I think it probable that it was negotiated at that bank by Judge Stryker. There is no evidence that I can find here showing that it passed through either of the then in existence banks in this city. In relation to the matter with the representatives of the late Judge Granger, I must beg your indulgence another day. They live three miles from the city. I have made three unsuccessful attempts to see them. I shall go out there to-morrow, and will, on my return, give you the result. Illness, and the necessity of being out of town so much of late, have prevented me from giving that prompt attention to your wishes that I would have been glad to have done; could I have had content of circumstances, I should have attended to them without any delay. I have no charge to make for services, and have made no disbursements. If what little I have done will, in any degree, inure to your benefit, I am abundantly paid.

Herewith, I return all the papers sent me by you, now in my hands, except those addressed to the representatives of Judge Granger; they will be forthcoming soon.

Very truly yours,

O. ALLEN.

T. B. STODDARD, Esq.

P. S.—I do not recollect distinctly what kind of money was paid on the draft for 1838. I presume, however, that it was bank of Buffalo bills. I recollect that Mr. Pratt had that kind of money

with him, and I have no recollection of his having any other kind.

CATTARAUGUS RESERVATION,
December 14, 1846.

DEAR SIR: We have but a few words to your inquiries in reference to the draft of five hundred dollars of the New York State annuity, in which our names appear in 1838.

We were in Washington in the year 1838; while there, we asked of James Stryker, the then Indian agent, who we knew was one of the Ogden Company's local agents, and in company with Orlando Allen, to advance us some money, on the account of the said company, in order to enable us to send some money to our friends at home, to aid them in their spring work; and in order also to enable us to remain in Washington longer, which was deemed by Stryker and Allen to be necessary. The money was advanced to us, distinctly understood to be on account of the said Ogden Company, by James Stryker, for which we gave receipts privately and individually for the money; how and where Stryker and Allen obtained the money we do not know. Our transaction with this matter was particularly with Judge Stryker; at the same time we were asked to give the draft for the five hundred dollars on the New York State annuity, according to custom, which would fall due in June next. We signed our names to it at the lodgings of James Stryker, at a private dwelling, near the Treasury Department, where he lodged.

We recollect H. Pratt being in Washington about this time, and that Allen was sick. We cannot account why Pratt and Allen should appear as witnesses to the draft, for neither of them was present when we signed the draft, and Allen was confined to his bed sick at Fuller's Hotel.

Since which time, we never have heard about the draft, which was in Judge Stryker's hands; but that we never received any money on account of the draft to our knowledge.

We are, very respectfully, yours,

DANIEL TWO GUNS,
SAMUEL GORDON.

THOMAS B. STODDARD, Esq.

BUFFALO, April 10, 1838.

TO ISAAC DENNISTON,
Indian agent for the State of New York—

SIR: On the 1st day of June next you will please pay to the order of Aaron D. Patchin, esq., five hundred dollars, and charge the same to our account for annuity, payable in pursuance of the treaty of 12th of September, one thousand eight hundred and fifteen, and the treaty attesting and amending the same, dated the 6th day of

March, one thousand eight hundred and thirty, and oblige yours, &c.,

JAMES STEPHENSON, his + mark.
 WHITE SENECA, his + mark.
 GEORGE BENNETT, his + mark.
 GEORGE JIMESON, his + mark.
 SAMUEL GORDON,
 DANIEL TWO GUNS,
 N. T. STRONG.

Witnesses present: O. ALLEN,
 HIRAM PRATT.

The bank of Buffalo hereby guarantee the payment of the above draft.

Received payment.

H. PRATT, *President.*

H. A. ALLEN, *Teller.*

Albany, ss.

On this 2d day of May, 1838, personally appeared before me Hiram Pratt, who is known to me, who, having been duly sworn, deposed that he resides in the city of Buffalo; he knows the persons whose names purport to be subscribed to the within instrument, and that the individuals executing the same are the principal chiefs of the Seneca Nation of New York Indians, and further that they respectively executed and acknowledged the same in his presence.

JAMES MCKOWN,
Recorder of Albany.

I certify that the preceding is a true copy of the original remaining in this office,

PHILIP PHELPS,
Deputy Comptroller.

NOVEMBER 11, 1846.

NORTHERN DISTRICT OF NEW YORK, }
Erie County, } ss.

Daniel Two Guns and Samuel Gordon, being duly sworn, deposes and says, that in reference to the draft of five hundred dollars of the New York State annuity, in which their names appear, that these deponents were in the city of Washington in the winter and spring of 1838, and that, while there, deponents asked of James Stryker, the then Indian agent, who they knew was one of the Ogden Company's local agents, and in company with Orlando Allen, to advance deponents some money on the account of the said company, in order to enable deponents to send money to their friends at home to aid them in their spring's work, and in order also to enable deponents to remain in Washington longer, which was deemed

by Stryker and Allen to be necessary. The money was advanced to deponents, distinctly understood to be on account of the said Ogden Company by James Stryker, for which the deponents gave their receipts privately and individually for the money. How and where Stryker and Allen obtained the money, these deponents do not know. Their transactions with this business was particularly with Judge Stryker. At the same time these deponents were asked to give the draft for the five hundred dollars on the New York State annuity, according to custom, which would fall due in the June following. The deponents signed their names to it at the lodgings of James Stryker, at a private dwelling, near the Treasury Department, where he lodged.

Deponents recollect H. Pratt being in Washington about this time; and that Allen was sick. The deponents cannot account why Pratt and Allen should appear as witnesses to the draft, for neither of them was present when deponents signed the draft; and Allen was confined in bed sick at Fuller's hotel. Since which time the deponents never heard about the draft, which was in Judge Stryker's hands; but that deponents never received any money on account of the draft to their knowledge.

Deponents further state that the moneys advanced to them they never saw; the money Judge Stryker promised to remit to the respective families of the deponents, two hundred dollars, being one hundred dollars each; which, on their return home, the deponents found that the said moneys had been received, corresponding with the amount which the deponents had received for at Washington; it was bank notes, believed to be that of the bank of Buffalo. Further than this deponents saith not.

SAMUEL GORDON,
DANIEL TWO GUNS.

Sworn before me this 7th day of January, 1847.

D. CODDINGTON,
Justice of the Peace.

CATTARAUGUS RESERVATION,
December 14, 1846.

DEAR SIR: Your note in answer to mine to you of the 5th instant, was duly received. The delay in answering was occasioned by my continued illness.

I send you herewith the reply of Danied Two Guns and Samuel Gordon, in relation to the draft of 1838. They appear to have a distinct recollection of the events which took place at Washington.

I confess I have no recollection that I ever applied for myself, or others, to Mr. Allen to cash a draft for me at that time, or at any time of that amount. And I am at a loss too, why Mr. Allen should make a distinct reference to me, unless it be that I am about the only actor in the scene at this time, whose names appear

in the draft with mine, when at that time I was but a junior member of the delegation.

I have tried to refresh my recollections of those times, but I cannot bring to my mind that I recollect any thing in a connected manner of the events; there were so many things done, and so many papers signed, that persons must have a strong memory to recollect every thing at this time.

I recollect very well that Gordon, Two Guns, and Bennett, were very much dissatisfied with Stryker and Allen about that time on account of some money; and recollect too that Mr. Allen started to go to New York city from Washington, and was taken sick at the railroad depot and returned to the hotel, and was sick some two or three weeks; while Allen was sick, H. Pratt came to Washington. Soon after, I mean a day or so, George Jamieson told me that Gordon, Two Guns, Bennett, and other chiefs had received money from Judge Stryker; my understanding was, to be an advance to the chiefs by the "Ogden Company."

In regard to the draft, I have no distinct recollection whereabouts I signed, whether at Stryker's lodgings, or elsewhere; but this I know: Pratt and Allen were never present at the signing any papers relating to money, or drafts, or any thing else, at least to my recollection.

The draft, I am confident was never in the hands of the chiefs if they ever received any money on account of the draft; if they did it was a fraud upon them, and was contrary to the understanding. I have nothing further to add.

I am, very respectfully, your obedient servant,

N. T. STRONG.

T. B. STODDARD, Esq.,
Com. &c., &c., Irving.

NORTHERN DISTRICT OF NEW YORK, } ss.
Erie County.

Deponent being duly sworn, and says that the foregoing letter which he has subscribed is true to the best of his knowledge and belief. Sworn before me, this 4th day of June, 1847.

D. CODDINGTON,
Justice of Peace.

BUFFALO, November 11, 1846.

DEAR SIR: Your favor of the 7th came duly to hand. I looked over the paper enclosed in it; I know nothing of the matters therein referred to, saving and excepting that, in the spring of 1838, (I should think in the month of April,) I cashed a draft for \$500, being what is called the "chiefs' State annuity." I paid the

money to N. T. Strong and others, chiefs of the Seneca nation, from whom I received the draft.

Perhaps it would be proper for me to state that, in the fall of 1839, (I think,) being the time at which the annuity was being paid by the agent, the same parties to whom I paid the \$500 in the spring of 1838, called on me to assist them in raising \$500, which they wanted to refund to the nation. I did assist them to it, and it was so refunded, as I believe. This statement is made from recollection, it may be that it was for the purpose of refunding to the nation some other \$500, but I somehow got the impression that it was for the \$500 annuity received by them in 1838.

Very truly, yours,

O. ALLEN.

T. B. STODDARD, Esq.

BUFFALO, December 1, 1846.

DEAR SIR: Your favor of the 27th ultimo came to hand this evening; being out of town for a day or two, it was not taken from the office until my return. I have looked over the enclosures. The draft of 1839, I will endeavor to trace and give you the result. That for 1838, did not pass through either of the banks here; my recollection of the circumstances connected with it, are these: In the spring of 1838, I was at the city of Washington, D. C.; about the first of April I was taken very ill. My brother-in-law, the late Hiram Pratt, being then in New York, hearing of my illness, came on to Washington to see me. While he was staying there, I was applied to by N. T. Strong and other Seneca chiefs, to cash their draft on the Indian agent residing in Albany, for the \$500 annuity due the first of June, then next ensuing. The draft was made at Washington, signed by the chiefs then present, and the money advanced to them either by Mr. Pratt or myself, which, I do not recollect. He (Mr. P.) took the draft and on his way home stopped at Albany and left it with the State Bank, probably for collection, perhaps directed it; of which A. D. Patchin was cashier, now of the Patchin Bank of this city. The amount of the draft was paid by Mr. P. or myself, to the persons who signed it, Strong and others, or to some one or some of them. I do not believe that Stryker had anything further to do with it, than to write the draft, he being there at the time with the Indians' delegates. Certain I am that the Indians received the money.

In relation to the draft of 1839, I know nothing personally. It was probably negotiated through the Commercial Bank of Buffalo.

I am surprised that N. T. Strong should, in his communication to you of 24th ultimo, deny having received the \$500 annuity for 1838. He must have forgotten it; show him my statement, and it will probably recall it to his recollection.

J. Crocker, esq., is in town.

Truly, yours,

O. ALLEN.

No. 20.

NORTHERN DISTRICT OF NEW YORK, }
Cattaraugus county, } ss.

George Jameson, a chief of the Seneca nation, being duly sworn, deposes and says: That he is the only surviving signer to the "chiefs' draft," on which the New York annuity of five hundred dollars was drawn for the year 1839; and to his knowledge said sum came to the hands of the chiefs; and that he was in the Indian country (west of the Missouri) in October last.

his
 GEORGE + JIMESON.
 mark.

Sworn and subscribed before me, this 11th day of February, 1847.
 Versailles, Cattaraugus county, N. Y.

WOLCOTT SKIDMORE,
Justice of the Peace.

BUFFALO, *April 2,* 1839.

SIR: On the first day of June next, you will please pay to the order of E. Kendrick, cashier, five hundred dollars, and charge the same to our account for annuity, payable in pursuance of the treaty of twelfth September, one thousand eight hundred and fifteen, and the treaty altering and amending the same, dated the sixth day of March, one thousand eight hundred and thirty, and oblige yours, &c.,

CAPTAIN POLLARD, his + mark.
 CAPTAIN STRONG, his + mark.
 LITTLE JOHNSON, his + mark.
 WHITE SENECA, his + mark.
 GEORGE JEMISON, his + mark.

Witnesses present:

N. T. STRONG.
 S. H. CONE.

To JAMES KANE, Esq.,
Indian agent for the State of New York.

COUNTY OF ERIE, ss.

On this twenty-ninth day of June, in the year 1839, appeared before me Nathaniel P. Strong and Spencer H. Cone, who are known to me, and who having been duly sworn, depose: That they reside at Cattaraugus, in the county of Erie; that they know the several individuals whose names purport to be subscribed to the foregoing order or instrument of writing; that such individuals

are the principal chiefs of the Seneca tribe of Indians residing in the State of York, and that all of them subscribed the said order or paper, by making their marks opposite to their respective names, in the presence of these deponents, after the contents of the said order or paper had been read and explained to them. And that these deponents thereupon subscribed their names as witnesses to the signing of the same.

FRED. P. STEVENS,
*Judge of Erie county courts and
counsellor in the supreme.*

I certify that the preceding is a true copy of the original remaining in this office, November, 1846.

PHILIP PHELPS,
Deputy Comptroller.

STATE OF NEW YORK, }
City and county of Albany, } ss.

Edward E. Kendrick, of said city, being duly sworn, deposes: That he is, and has been for ten years last past, cashier of the Mechanics' and Farmers' Bank, in said city; that on or about the 8th day of July, in the year 1839, a draft (of which the within is a certified copy) for five hundred dollars on James Kane, Indian agent, purporting to be signed by Captain Pollard and others, was received at said bank, and the amount thereof was credited to Joseph Fellows, on the books of said bank on that day. And further this deponent saith not.

E. E. KENDRICK.

Sworn and subscribed to, this 15th day of January, 1847, before me.

LEML. JENKINS,
Commissioner of deeds.

No. 21.

MEDINA, January 25, 1847.

DEAR SIR: When Judge Ingersoll was Indian agent, I assisted him some as a kind of deputy; and, at the time he was superseded by Stryker, I was present with Ingersoll at Buffalo, and heard him and Stryker converse. George Burt was also there, who acted as deputy, and had many of securities in his hands, among them the \$7,143, mentioned in your letter.

Ingersoll was deficient some two or three thousand dollars when settling with Stryker, I think, for which amount he drew an order

on D. E. Evans, of Batavia, his security as agent, who paid it, as I was informed by Mr. Evans himself.

Thus, you see Mr. Stryker is the man to look to for the whole. He was very particular with Ingersoll in regard to all vouchers, securities, &c. Ingersoll delivered them all to him, and took a receipt of the same, or Burt took it for him, paid up the balance, and left everything right, as I understood.

T. B. STODDARD, Esq.,
United States Commissioner, &c.

NORTHERN DISTRICT OF NEW YORK, } ss.
Orleans county, ,

Joseph Nixon, esq., being duly sworn by me, deposes and says: That the facts set forth in the within letter, by him signed, dated January 25, 1837, and addressed to T. B. Stoddard, are true according to his best recollection and belief.

JOSEPH NIXSON.

Subscribed and sworn before me this 15th day of October, 1847.

GEORGE C. NORTHROP,
Justice of the Peace.

No. 22.

STATE OF NEW YORK, } ss.
Ontario County. ,

Henry B. Gibson, of Canandaigua, in said county, cashier of the Ontario bank, being duly sworn, deposes and says, that he is acquainted with James Stryker, esq., late sub-agent of the New York Indians; that the annual interest of \$2,583, accruing on the trust fund deposited in the said Ontario bank, by Robert Troup, Thomas L. Ogden, and Benjamin W. Rogers, for the Seneca nation of Indians, for the years 1837, 1838, and 1839, was paid by this deponent, as cashier of said bank, to the said James Stryker, as sub-agent as aforesaid, at the following dates, to wit:

May 31, 1837.....	\$2,583
August 7, 1838.....	2,583
July 12, 1839.....	2,583

And this deponent further says that the receipts of the said James Stryker, for the payments aforesaid, were taken by this deponent, and are now in his possession, as cashier of the said bank.

H. B. GIBSON,
Cashier.

Subscribed and sworn, this 15th day of October, A. D. 1846, before me,

J. WILLSON,
Supreme Court Commissioner.

No. 23.

COMPTROLLER'S OFFICE,
Albany, October 20, 1846.

SIR: The annuity to the Seneca Indians was reserved in a treaty with them on the 12th September, 1815, and was made payable on the 1st day of June, annually. In a subsequent treaty, made on the 6th March, 1830, the annuity is made payable on the draft of five chiefs, executed in the presence of two witnesses, and duly acknowledged before a commissioner or judge.

The allegation that the annuity for several years had been paid to James Stryker, has been investigated at this office several years since, and the result of such investigation was transmitted to some gentleman in Buffalo employed by the Indians, whose name I do not now recollect. And in November last a similar investigation was made at the instance of G. W. Clinton, esq., of the same place.

It appears upon examination of our books that the annuities for the years 1837, 1838 and 1839, were paid as follows:

In 1837, the draft duly authenticated was made payable to the order of James Stryker, and by him endorsed and paid by Isaac Denniston, Indian agent at this place.

In 1838, the draft is made payable to Aaron D. Patchin, then cashier of the New York State bank of this city, and paid as above.

In 1839, the usual draft is made payable to the order of E. E. Kendrick, cashier of the Mechanics and Farmers bank of this city, and paid by James Kane, then Indian agent.

From the foregoing, you will perceive that the only draft which was made payable to Stryker in these years, is that of 1836.

Your obedient servant,

PHILIP PHELPS,
Deputy Comptroller.

THOS. B. STODDARD, Esq.,
Irving, Chautauque Co., N. Y.

No. 24.

MONROE, MICHIGAN, November 21, 1846.

MY DEAR SIR: In answer to your inquiries touching my Indian disbursements for the Seneca nation, I have not time to say more than this:

I find, on reference to documents, that I paid them their annuities for 1837 and 1838 in the autumn of the latter year. The amount then paid them in goods was \$3,020 00. This sum was paid on four vouchers: one for \$1,032; one for \$853 50; one for \$55 50; and one for \$1,079. These vouchers (being simply receipts for the goods delivered them) were signed respectively by the following named chiefs, viz: Captain Strong, Blue Eyes, (Seneca,) George Bennett, George Bigdeer, Walter Thompson, Moses Halftown, Levi Halftown, Billy Shanks, Wm. Johnson, Samuel Gordon,

Henry Johnson, Big Chief, Blue Eye, (Onondaga,) John Thompson, Thomas Crow, Gardner Yorke, James Stevenson, Little Johnson, White Seneca, Seneca White, Tall Peter, George Jameson, John Seneca, William Chew, Wm. Mount Pleasant, James Cusick, Abram La Fort, On-da-yo-ke, Captain Frost, Captain Hanner, Silversmith, Button George, William Jacket, Joseph Isaac, Jack Wheelbarrow, August Cornelius, William Johnson, Moses Schuyler, William Day, Abram Schuyler, Baptist Powlis, Abram Denney, Big John, John Killbuck, Jacob Blacksnake, Tunis Halftown, Blacksmith, Black Chief, John Sky, and John Lake; countersigned by James Stryker, agent, and others.

Beyond the delivery, I have nothing to do with *the goods or the Indian claims*. *The goods had been, I believe, delivered to Judge Stryker, or some one else, at Buffalo, under a contract of the War Department with Suydam & Jackson, or some one else, of New York. They were delivered to me, I being ordered to receive and receipt for them; and I delivered them to the chiefs in good order.*

The above statement is for you. I am ready, when legally summoned, to exhibit the vouchers and testify to the facts, and any others with which I may be acquainted.

With great respect, your friend and seryant,

H. SMITH.

Hon. T. B. STODDARD, &c.,
Irving, Chautauque county, N. Y.

No. 25.

TREASURY DEPARTMENT,
Second Auditor's Office, September 3, 1847.

SIR: In answer to the inquiries made by Thomas B. Stoddard concerning the annuities to the Six Nations, I have to state that the annuities for 1839 were paid by James Stryker, then agent, and those for 1840 were paid by Daniel Kurtz, then special agent. The receipts of the chiefs to Mr. Kurtz do not express the *month*, but merely for the year 1840. The payments must have been made subsequent to the 15th September, 1840, because on that day Mr. Kurtz purchased the goods in New York.

Very respectfully, your obedient servant,

JNO. M. McCALLA,
Second Auditor.

WM. MEDILL, Esq., Commissioner, &c.

No. 26.

TREASURY DEPARTMENT,
Second Auditor's Office, October 21, 1847.

SIR: In answer to the inquiry made by Thos. B. Stoddard, in his letter to you of the 15th instant, "Who bought the goods for 1839?" (for the Six Nations,) I have to state that it does not appear that any goods were purchased for those Indians that year.

I beg leave to call your attention to the letter from this office of the 15th ultimo, and its enclosures, showing the names of persons to whom money was paid on account of annuity due Six Nations for the year 1839, together with the amount paid, and the names of the Indians approving said payments.

Very respectfully, your obedient servant,

JNO. M. McCALLA,
Second Auditor.

WM. MEDILL, Esq.,
Commissioner, &c., &c.

No. 27.

IRVING, *October 27, 1847.*

CHIEFS: By the enclosed, No. 1, (of Second Auditor's, of 21st October, 1847,) "it does not appear that any goods were purchased for the Six Nations for 1839." Yet, by your testimony to the memorial of December, 1845, it appears your Seneca portion of the \$4,500 goods annuity for one year (assumed to be 1839 by you) was not paid to the nation. James Stryker was then agent. He had goods for us, (you say,) and for our friends, the Onondagas and Cayugas, residing with us, but they were not paid over; and we are told that he never accounted for them to the government. By Second Auditor's, herewith, of 3d September, 1847, (see package, No. 2,) it appears the annuities for 1839 were accounted for, i. e., paid by James Stryker. I have understood from you that the goods did not fail for 1838, and Mr. Kurtz, it seems, purchased and delivered them for 1840.

Can you explain the discrepancy? I have been ever since April getting at this account from the department.

Does the enclosures (herewith) marked No. 3, Second Auditor's, (15th September, and accounts,) shed any light? Again, please say on *what account*, to the best of your knowledge, were the payments (referred to by Second Auditor) made? Was there a commutation made with your leave for that (1839) year, or the year previous?

Can you show or suggest that the \$3,671 44 in one paper, or the same amount in the other, were part of any, and which, cash annuity due in that year?

Did the agent ever, and when, take money from the United

States and buy the goods himself? And how, i. e., at private, or public, or advertised offers?

Will you set on foot such inquiries on the subject as you deem due to your own interest in the matter promptly, and reply immediately.

Respectfully, yours, &c., &c.,

T. B. STODDARD.

N. B. Please reply to each of above questions on this sheet, and return it to me.

T. B. S.

No. 28.

TREASURY DEPARTMENT,
Second Auditor's Office, September 15, 1847.

SIR: You will receive, herewith, a copy of the abstract of payments made by James Stryker, late sub-agent, on account of the annuity for the Six Nations, of New York, for the year 1839, together with a statement showing the names of persons to whom money was paid, for what paid, and the names of the Indians approving of and certifying to said payments.

These papers are transmitted as an answer to Mr. Thos. B. Stoddard's letter to you of the 8th instant, received at this office yesterday.

Very respectfully, your obedient servant,

JNO. M. McCALLA,
Second Auditor.

WM. MEDILL, Esq.,
Commissioner, &c., &c.,

Payment of annuity—fulfilment of treaty stipulation with Six Nations, New York Indians—abstract of disbursements made by James Stryker, for the sub-agency, New York, in the quarter ending September 30, 1839.

Dates.	No. vouchers.	To whom paid.	Amount.
1839.			
August 16	1	S. Chamberlain	\$800 00
July ..	2	Jerome Hill	300 00
August 27	3	Elijah Wilson	265 61
August 26	4	H. H. Hawkins	295 54
August 26	5	Mack & Drake	65 00
July 29	6	J. Wescott	63 99
August 17	7	J. Haberstro	413 61
August 16	8	Thos. Dole	869 15
September 2	9	S. F. Pratt	20 14
September 2	10	S. Vosburgh	30 00
September 2	11	E. D. Wells	7 46
September 2	12	C. Faxon	5 50
August 26	13	Thomas Jamieson	45 00
September 2	14	S. Sheaver	182 68
August 16	15	B. Powlis	75 00
August 16	16	Powlis & Denny	50 00
September 2	17	Twéedy & Co	44 00
August 16	18	N. T. Strong	100 00
August 20	19	H. S. Chamberlain	28 76
August 16	20	A. Stevens	10 00
			\$3,671 44

By the general account current, herewith transmitted, it will be seen that there remains a balance of \$282 94, according to the certificate of the cashier. This amount is required for the payment of the balance of account for work at Buffalo and Onondaga, and will hardly be sufficient for that purpose. The accounts at Onondaga, amounting to about \$300, were informally rendered; and on being corrected and presented are to be paid, and will consume the whole balance.

JAMES STRYKER, *U. S. Agent.*

I certify the above to be a true copy of the original on file in this office.

JNO. M. McCALLA, *2d Auditor.*

TREASURY DEPARTMENT,
Second Auditor's Office, Sept. 15, 1847.

Statement showing the names of persons to whom money was paid by James Stryker, late sub-agent, on account of annuity due the Six Nations, of New York, together with the names of the Indians, acknowledging the correctness of said payments, viz :

No. of vouchers.	To whom paid.	Names of Indians acknowledging and certifying to the payments.	Amount.
1	S. Chamberlain..... Dated Buffalo Creek, September 2, 1839. Witnesses : N. T. Strong, interpreter. Manning Stryker.	For blacksmith work..... Captain Strong, George Big Deer, George Bennett, Charles Gaylar, Blue Eyes, William Johnson, N. T. Strong, James Stevenson, White Seneca, John Seneca, Jabez Stevenson, George Fox, John Pollard, Moses Stevenson, George Jameson, John Jameson, William Tall Chief, David Tall Chief, Little Johnson, Spencer H. Cone.	\$800 00
2	Jerôme Hill..... Allegheny Reservation, February 14, 1839. In presence of H. D. Swan.	For blacksmith work..... Charles _____, James Shonge, Tunis Halftown, Blacksnake, William Patterson.	300 00
3	Elijah Wilson..... Oneida Castle. Witness : F. H. Wilson.	For Blacksmith work..... Abram Schuyler, Aaron Cooper, Peter Summers, Thomas Hill.	265 61
4	H. H. Hawkins..... Cattaraugus, Aug. 20, 1839. Witnesses : Irvin Peirce. Charles F. Peirce.	For blacksmith work..... Captain Strong, John Halftown, Charles F. Peirce, Charles Gaylear, N. T. Strong, George Bennet, Samuel Gordon.	295 54
5	Mack & Drake..... Tonawanda, January 11, 1839. Witness : S. Tappan, interpreter.	Repairing guns..... Jimmy Johnson, Black Chief, Blue Sky, Samuel Parker, Black Smith, Jesse Skinknee, Washington, John Lake, John Sharp.	65 00
6	J. Westcott.....	For provisions furnished New York Indians.. This sum not charged to annuity on settlement of Stryker's account.	63 99
7	Joseph Haberstro..... Buffalo Creek, September 2, 1839. Witnesses : N. T. Strong, interpreter. Manning Stryker.	For blacksmith work..... Captain Strong, George Big Deer, Charles Gaylear, Blue Eyes, William Johnson, N. T. Strong, James Stevenson, White Seneca, John Seneca, Jabez Stevenson, George Fox, Captain Pollard, Moses Stevenson, George Jameson, John Jameson, William Tall Chief, David Tall Chief, Little Johnson, Spencer H. Cone.	413 61
8	Thomas Dole..... Same date and witnesses.	For goods, flour, pork, and clothing..... Same Indians as No. 7.	869 15
9	S. F. Pratt..... Same date and witnesses.	For hoes and axes..... Same Indians as No. 7.	20 14
10	S. Vosburgh..... Witness : Spencer H. Cone.	Repairing rifles..... Same Indians as No. 7.	30 00
11	E. D. Wells.....	For a coat, made for Tommy Jimmy, a Seneca chief, at the New York agency..... Not certified by the Indians, and suspended on settlement of Stryker's account.	7 46
12	Charles Faxon.....	For advertising proposals for Indian clothes and lost property of chief Rettle..... Not acknowledged by the chiefs.	5 50

STATEMENT—Continued.

No. of vouchers.	To whom paid.	Names of Indians acknowledging and certifying to the payments.	Amount.
13	Thomas Jameson.....	For two pairs of steers lost and replaced, and the amount to be allowed for and paid out of the annuity to the New York Indians..... Not acknowledged by the Indians.	\$45 00
14	Sextus Shearer..... Same date and same witnesses as No. 7.	For axes, cooking utensils, nails, saws, ploughs, &c..... Same Indians as No. 7.	182 68
15	Babtiste Pawlis, principal chief of Oneidas. Witnesses: Henry and Manning Stryker.	For expenses of 23 persons, from Oneida Castle to Cattaraugus, to attend a general council held by the Secretary of War..... Not acknowledged by the Indians; not charged to annuity in settlement of Stryker's account.	75 00
16	Babtiste Pawlis and Abraham Denny, Oneida chiefs.	For expenses of 23 chiefs, from Cattaraugus general council to Oneida Castle..... Not acknowledged by the Indians; not charged to annuity in settlement of Stryker's account.	50 00
17	Tweedy & Co..... Dated Buffalo Creek, September 2, 1839. Witness: Spencer H. Cone.	For caps for New York Indians..... Little Johnson, Spencer H. Cone, James Stevenson, White Seneca, John Seneca, Jabez Stevenson, George Fox, Captain Pollard, Moses Stevenson, George Jameson, John Jameson, William Tall Chief, David Tall Chief.	44 00
18	N. T. Strong.....	For expenses in travelling, as interpreter, under the order of the agent, to the several tribes to attend councils at Buffalo creek, Tuscarora village, and Cattaraugus..... Not acknowledged by the Indians; not charged to annuity in settlement of Stryker's account.	100 00
19	H. S. Chamberlain..... Same date as No. 17. Witnesses: N. T. Strong, interpreter. Manning Stryker.	For Blacksmith work..... Same Indians as No. 17, with the addition of Captain Strong, George Big Deer, George Bennett, Charles Gugham, Blue Eyes, William Johnson, N. T. Strong.	28 76
20	Abraham Stevens.....	For expenses, going and returning from Cattaraugus to Oneida Castle, to attend general council..... Not acknowledged by the Indians; not charged to annuity on settlement of Stryker's account.	10 00

No. 29.

CATTARAUGUS RESERVATION,
November 3, 1847.

SIR: Yours of the 27th October was duly received with its enclosures, and the whole have been this day read and interpreted to us in council, and we beg leave, in reply, to make the following statements.

In respect to the discrepancy referred to in your first inquiry, we were led to suppose that Judge Stryker had the goods for the payment of the annuity in question, for 1839, from the fact that, when Mr. Poinsett, the then Secretary of War, was at Cattaraugus, in the month of August of that year, Mr. Kurtz, who accompanied him, paid, by his direction, our cash annuities, and informed the council that the goods would be paid at Buffalo. The very papers forwarded from the Second Auditor's office show, that no such goods were referred to in Judge Stryker's accounts as having been paid over to us. If, as we think probable, Mr. Kurtz paid over the money for the purchase of these goods to Judge Stryker, with directions that he should purchase them and pay them over to us at Buffalo, it remains to be shown what use he made of the money; for the accounts which he presented the government were for other matters not pertaining to our goods; and even if they had been just and true accounts, they still left the treaty relative to the payment of goods unfilled for that, the current year. As we have before stated, custom, if nothing more, required that these goods should be paid in council, and that the chiefs should have an opportunity to examine the goods, and that men should be appointed in council to execute the receipts in behalf of the council. None of these things were done during the year 1839, nor do we know that any one pretends that they were; so that there could have been no fulfilment of the treaty.

We presume the above substantially answers your second inquiry. You then request us to state, according to the best of our knowledge, on what account the payments referred to by the Second Auditor were made. Not being fully acquainted with all the private proceedings of Judge Stryker with individual Indians, it will be difficult for us to answer in regard to all the items, but we will state, as far as we have been able to obtain any information; premising, that we suppose it known by all concerned, that Judge Stryker was in those days actively engaged in procuring, by all means in his power, the assent of all whom he could approach to the treaty then pending. We have good reasons, we think, for believing that most, or all, the items included in the vouches numbered 1, 7, 9, 10, 11, 14, 17, and 19, were for presents to individuals, in order to secure their approbation or influence in favor of the treaty; and, that the individuals receiving the wagons, ploughs, caps, coats, &c., &c., had no idea that the expense was to be charged to the nation as a portion of the annuity. Nos. 2, 3, 4, and 5, we presume, were in payment for blacksmith work done one, two, three, or more years before, the money appropriated for

the payment of which had been retained by Judge Stryker; and it therefore became convenient to pay it out of this annuity. Possibly some of these bills may have been for work done that year, and that they were the same which were presented to Mr. Kurtz in 1840, with the statement that Stryker had required of the blacksmiths that they should sign the vouchers, and wait for the money to be forwarded from Washington; but, after having obtained their names he had neglected to pay over the money.

No. 6, we believe to have been Stryker's private bills at Westcott's tavern, perhaps included entertainment ordered by him for individual Indians, who little suspected that they were dining or drinking at the expense of their nation. No. 8, we have reason to suppose, included the expenses of the Secretary of War and suit from Buffalo to Cattaraugus, and returning, at least the sum of \$300 for the chartering of the steamboat Fairport was included in the bill. No. 12, we are told Mr. Faxon says he never did any such printing. No. 13, Mr. Jemison supposed he was receiving pay for his steers under a provision of the intercourse law, from the government, not from the property of his own nation. Nos. 15 and 16, we suppose should have been paid by those who were pushing forward the treaty, and that it was an outrage upon the Indians to charge them to this annuity; (and, we are happy to see, on re-inspection of the papers, that they were not allowed in the settlement.) No. 18, Mr. Strong states that he received no other money for services specified than his regular salary as interpreter, and that Mr. Stryker is, to this day, in arrears to him for his salary to the amount of \$150. Of No. 20, we know nothing, and it appears not to have been acknowledged on settlement.

Your next inquiry, "was there a commutation made with your leave for that (1839) year, or the year previous?" In reply to this, we beg leave to say, that we never assented to any such commutation, nor even know of any. No proposition was ever made to the council for that purpose, or to that effect.

To your inquiry, whether the sums specified in the papers from the office of the Second Auditor were portions of any of our cash annuities, we can only say, that we have no knowledge or suspicion that such was the fact.

To your other inquiries we add, that we have never received any quarterly payments from the government, nor known of their being paid quarterly to our agents; but we do think it probable that Mr. Kurtz did pay over the cash for the purchase of our goods for 1839 to Mr. Stryker, with instructions to purchase them and pay them over at Buffalo.

Very respectfully, your obedient servants,
 GEORGE + GREENBLANKET,
 SAMUEL GORDON,
 SENECA WHITE,
 ISRAEL + JIMESON,
 GEORGE + DEER,
 ABRAM + JOHN,
 JOSEPH SILVERSMITH,

HENRY TWO GUNS,
 SAUL LOGAN,
 JAMES SPRING,
 DANIEL TWO GUNS,
 THOMAS JIMESON,
 JABEZ STEVENSON,
 N. P. STRONG,
 JOHN + KENNEDY,
 ROBERT + GORDON,
 MORRIS + HALFTOWN;
 JOSEPH + SNOW,
 SAMUEL + WILSON,
 GEORGE + SILVERHEELS,
 JOHN + GREEN BLANKET,
 JOSHUA + TURKEY,
 JOHN + BARKS,
 JOHN + BENNETT,
 JACOB + BENNETT,
 JOHN + HEMLOCK,
 JOHN + COOK,
 WILLIAM + KROUSE,
 CHARLES + GREYBEARD,
 JOHN + TALL CHIEF.

T. B. STODDARD, Esq., *Commissioner, &c.,*

Done in presence of—
 ASHER WRIGHT.

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 No. 30.

BUFFALO, *October 28, 1847.*

DEAR SIR: Your package came to hand yesterday morning. On the receipt of it, I called at the residence of B. Dole, where I learned that he was absent from home in the State of Michigan, and not expected under several days. On examination, I have learned that the "Buffalo Republican" was the democratic paper published in this city in 1839, and the only paper of that political character. I searched the "Star," which was discontinued the previous year in consequence of a heavy loss by fire. I have seen and conversed with Mr. Quartus Graves, the publisher of the Republican in 1839; he informs me that it received the government patronage in that year, and afterwards, and published or advertised for the post office, &c. Mr. Graves says he has no recollection of any publication for proposals to supply Indians goods during that season, and is very confident that no such publication was made by James Stryker or any other person.

I have procured a file of the Republican for the year 1839, which I have carefully examined, and find no publication of pro-

posals to supply Indian goods during that year in said paper, and I am confident no such proposals were published by said Stryker or any other person.

I am truly yours,
CHARLES E. CLARKE.

To THOS. B. STODDARD, Esq.

No. 31.

NORTHERN DISTRICT OF NEW YORK, }
Erie County. } ss.

Benjamin Dole, of Buffalo, New York, merchant, being duly sworn, deposes and says: That Thomas Dole, the father of this deponent, was in business in said city of Buffalo, as a merchant, in the year 1838, and for several years thereafter, and this deponent acted as his agent in and about the management of said business. That on the 16th day of August, 1839, said Thomas Dole had an account against the general government, for supplies furnished by him for the council held at Cattaraugus by Mr. Poinsett, to the amount of \$1,002 75, and for goods advanced to the New York Indians, by the direction of James Stryker, sub-agent of said Indians, to a further amount of \$869 15, making in all the sum of \$1,871 90. That on or about the said 16th day of August, 1839, the said Stryker represented to deponent that he wanted vouchers for said account, and that, on receiving them, he would get money and pay the amount thereof that day; whereupon deponent gave said vouchers, signing the same as agent for said Thomas, and the said Stryker took the same, and afterwards, and on the same day, brought to deponent and paid to him, as agent aforesaid, the sum of fourteen hundred dollars and no more; and represented to deponent that that was all he could get then, and that, in order to obtain the remainder, he, said Stryker, would have to send the accounts to Washington; and said balance has never since been paid to said Thomas Dole or to deponent, his agent, except as hereinafter mentioned. But the deponent has been informed by the War Department, and verily believes, that the whole of said sum of \$1,871 90 was allowed to said Stryker in his account with the government. And deponent further says, that some time in or about September, 1840, said Stryker sent some goods in boxes to the store; that there were two or three boxes in all, which appeared to have been opened, and the goods were tumbled, and dirt and straw was mixed with them, as though they had been lying open in a stable; and the said Stryker about that time disappeared from Buffalo, and has never been seen here since. That deponent, after keeping said goods for several months, and not knowing what to do with them, took legal advice, and under said advice caused the same to be appraised, and as agent of the said Thomas Dole took and applied them at their appraised value on the balance so due said Thos. Dole from the government or said Stryker; and he says that the said goods were

appraised by a competent person, one James McKnight, in all at \$293 75, and deponent believes that the appraisement was in all respects fair and correct.

BENJ. DOLE.

Sworn and subscribed before me, this 19th day of January, 1847.
A. M. GROSVENER, J. P.

No. 32.

NORTHERN DISTRICT OF NEW YORK, } ss.
Chautauque county,

I, Henry P. Willcox, being duly sworn, depose and say: That some period during the year 1838 or 1839, (agreeably to my best recollections,) I was told by James Stryker that a quantity of goods, purchased and deposited in some store-house at Buffalo, by an officer of the United States army, who then acted as paymaster for the New York Indians, had by a severe storm got badly damaged, and that he (Stryker) had been requested to take charge of the goods.

I was subsequently told by James Stryker, that he did take charge of the goods, and placed them in the hands of Benjamin Dole, of Buffalo; and I have since been told by said Dole that he did receive a small amount of goods from James Stryker which had been damaged by the water.

But of what kind of goods, or the amount, I know nothing, never having been told by either Stryker or Dole, nor never having seen them myself.

Nor do know, positively, the name of the United States officer who acted as paymaster to the New York Indians at that time.

But my impression is, that it was either Colonel Henry Smith, Major Garland, or Mr. Kurtz.

HENRY P. WILLCOX.

Chautauque county, N. Y. On this 3d day of November, the year 1847, Henry P. Willcox, whom I know to be the individual described in, and who executed the within instrument, personally came before me and acknowledged that he executed the same.

D. CODDINGTON,
Justice of the Peace.

No. 33.

DEAR SIR: The goods and blacksmithing done for the Six Nations, called the "goods annuity," are authorized by the treaty of 1794.

I am, very respectfully,

N. T. STRONG,
Late United States Interpreter.

T. B. STODDARD, Esq.

No. 34.

CATTARAUGUS, *November 11, 1847.*

DEAR SIR: Yours of the 9th instant came to hand last evening. In reply to your inquiry as to whether the goods annuity of \$4,500, the blacksmithing done for the Indians, came out of this fund, I answer, certainly. You will see this in referring to the treaties, by which the goods annuities were created.

As to the hoes, axes, and ploughs, &c., I have to answer, that it is not deemed proper charges, as they were delivered to individual Indians and was unknown to the council, and that it appears blacksmithing was done for the Indians at the same time for those in the reservation.

If the examination is to be continued, it appears to me that the gentlemen in Buffalo, to whom these accounts of Stryker were made, should be called upon to state how and to whom these payments were made—most of them are now living and are willing to give their testimony.

I am, yours, very respectfully,

N. T. STRONG.

THOS. B. STODDARD, Esq., *Irving.*

No. 35.

SILVER CREEK, *December 4, 1847.*

DEAR SIR: During an absence from home your line of inquiry was received, and after my return I was not prepared to answer, in consequence of my books and papers not being at home. I have examined such papers as are within my reach, and would say, that the work done for "Indians for '1839," and for every previous year in which work was by me done, was done by the direct order of the agent, and always distributed under the direction of the chiefs. There were never any presents made to individuals, but, on the contrary, the most equal distribution of the work was desired by the chiefs, and as far as possible by me so done. There was one or two years that I done work for the Indians without written orders, but never without either verbal or written; many years the amount of work to be done was not stated, but left for the usual amount, being for this reservation something like \$250; some years the amount overran, but I should think there was a deficiency some other years. Please excuse the delay I must have made you in your inquiry, as my intention was to have furnished you with every particular from my old books and orders from the agent, which I have not been able to find even at this time.

Very truly, yours, &c.,

H. H. HAWKINS.

T. B. STODDARD, Esq.

BUFFALO, November 14, 1847.

DEAR SIR: Your favor of the 10th instant came to hand last night. I hasten to answer you. You inquire what portion of the work was done by me for the Seneca Indians in 1839? it was nearly all; there was some portion done for the Tonawandas while here in council; a portion was done for the people of Cattaraugus and Allegany, how much I do not now know; the amount of work in said bill was done in the usual way and manner for such applied on the order of J. Stryker, agent. It has been usual with the agents, for twenty years while I was doing the work, to pay a portion of the cost of a wagon, the Indians paying the balance. Judge Stryker has done the same by way of encouraging, to improve their farms; the work was done in the usual way and manner as with former agents, always on the order of Stryker; the bills were always laid before the chiefs in council and certified by them as correct.

I am, sir, yours, with respect,

S. CHAMBERLAIN.

No. 36.

IRVING, June 14, 1847.

DEAR SIR: I have received no reply to mine of 5th February, to you.

In re-perusing mine of, on or about 14th January last, I perceive I mentioned that, "Your cash amount only would proceed against the Senecas from, and since the date of your *bond* to Willcox, confessing an indebtedness to the Senecas to its date."

If this was understood by you to shut off vouchers for "goods" distributed, or paid to them since its date, it was not my meaning, nor is it too late to set off all vouchers duly authenticated on that head.

I am not sure that said *bond* should shut off any duly authenticated vouchers, before or since its date, if intended as collateral to a supposed but unliquidated balance against you.

In mine of 5th February I mentioned a new class of claims, amounting to some thirty-six hundred dollars, for deposits by Geo. Jameison and others, and by Polly Jameison. Since then, this sum has come to be, on cross examination, considerably reduced.

Finally, notwithstanding that portion of the letter quoted to you from the department, which suggested correspondence in lieu of travel, I offer, if the appropriation will not sanction the expense, to bear a part myself, and meet you soon hereafter, at any time and place most convenient to you or agreeable to your feelings, with a committee of chiefs, to enable you and the Senecas to approximate, if nothing more, to a settlement or liquidation of accounts.

They are most anxious to remove all objections arising on dilatory pleas to their claims, and, if you are, likewise to your claims.

I am equally anxious to relieve this commission from all seem-

ing "inquisitorialness," "secrecy," "persecution," or illiberality or lack of kindness towards the parties in interest. Please reply direct to me here. I shall be glad to hear of your returning health, and remain, truly and respectfully, yours, &c., &c., &c.,

T. B. STODDARD.

Hon. JAMES STRYKER.

No. 37.

NEW YORK, *July 14, 1847.*

DEAR SIR : I have been several weeks from home, and on my return, a few days since, found a letter from you, dated the 14th ultimo; and I beg you to excuse this desultory answer, on account of my still infirm health.

In my present poor and humble state it is a sensible relief to me to receive the assurance of your sympathy, and of your disposition to rid your commission of its *ex parte* and inquisitorial character. In justice to you I can say that it is no less than I had expected. If any one knows, you do, what were my labors and sacrifices, through a period of almost ten years, from the time when I received the first direction from the government, through the Secretary of War, to urge forward the policy of emigration until the ratification of the treaty. For some part of the time I had the benefit of your services, and you know that even the moneys paid by me for these services were never reimbursed. You were yourself a witness to the constant drain upon money and time during the long years of negotiation; of moneys lent; of provisions, presents, travel. You were a witness to the feuds and conflicting claims of rival chiefs and parties; the distracted state of the tribes; the confusion in the exercise of power, and the consequent burdens and responsibilities imposed on the agent in those trying times. You can more vividly describe than I can the daily and hourly agitation and excitement of that period. Ten years are past, but memory still presents them to us in all their freshness and reality. And what benefit has resulted to me? For years I did nothing else but attend to Indian matter, except to hold an occasional court. All other business I was excluded from, by the very nature of my agency engagements.

I loaned large sums, and received for services, &c., considerable sums; and everything was expended in those labors. I was beggared; sold out by the sheriff, and obliged to leave Buffalo. Ever since I have been a wanderer. Thrice my little property has been since sold by the sheriff; a part of the time I have been dependent on the charity of friends; and, having been sick for two years, I have suffered further privation, so that now I have not even chairs enough in my humble home to accommodate my family, and my children lie on the floor for the want of bedsteads. Pressed down by such griefs, I have overtaken myself for a subsistence; and, in

consequence thereof, my eyes have been so much affected for many months, that most of the time I have not been able to use them at all; and now, at times though better, am not able to distinguish the letters I write, and perform this task rather mechanically than otherwise. Such a state of suffering might satisfy the revenge of the deadliest foe, and I hope I shall be excused for referring to it.

Have, then, the ten years of Indian labor accrued to my benefit? Have I spoiled the Senecas? No sir. When I entered the emigration field, I was conscientious in my belief that the effort would redound to the benefit of the Indians. And, though I confess that I anticipated personal advantage to myself from the result of the negotiations, I always had in view the ulterior and permanent benefit of the red man. I was the friend of the Senecas and their chiefs; to many of them, both emigration and anti-emigration men, I was warmly attached. They will all bear me witness that I never refused them a favor when I could perform it, and to this the unpaid notes I now hold of money lent, even those who were bitterly opposed to my official action, most fully attest.

Within the last two years, and since you have called on me, I have been unable, *utterly unable*, to refer to my papers, and *STILL* am. It would occupy two weeks, night and day, even to arrange them, and two more to make a statement. I am under *orders*, *this* whole summer, not to use my eyes more than to read large print for a short time; *not even to write*. To recover my sight is to me a matter of intense anxiety, as I have still a helpless family depending on me. I hope to be better, and in the course of a few months to be able to return to labor.

Now most of my time is engaged in procuring subscribers to a magazine, which, with aid of my family, I intend to publish next fall; and, with this object, shall probably be in Buffalo in August or September, when I hope to see you. But I cannot consent to make, even then, any statements that are partial, or without a minute investigation of books and memoranda, and with full documentary evidence before me. In the course of my official duties, I have done no acts without consultation with the chiefs, and by their direction in council or by letter.

In the stormy times of emigration and treaty councils, there was much irregularity; possibly some improvidence and diversion of annuities from their legitimate channels; some misappropriation of funds and goods. But these were the inevitable consequences of the civil broils that agitated the nation; of conflicting claims to citizenship, and of the unyielding and determined character of the rival chiefs, who, on both sides, exhibited at times the high character of consummate sagacity, skill and courage. When such men were at strife it was impossible, under the circumstances, to observe the same method and regularity in conducting the agency as in *peaceable* times. Then, too, the confusion was increased and the contest protracted by the want of magnanimity, energy and sagacity on the part of the company, and of prompt, even-handed consistent action on the part of the government.

My dear sir, I must stop; my poor eyes can bear no more. I find

I have violated my orders; and, instead of a short letter, as I intended in the commencement, have written you a long one. I will see you in a few weeks, I hope.

I am, sir, very truly and respectfully yours, &c.,

J. STRYKER.

T. B. STODDARD, Esq.

No. 38.

NEW YORK, *September 6, 1847.*

DEAR SIR: I have just returned home from a western tour, and find a communication from you, received during my absence. I had intended to visit you whilst I was west, but I was called suddenly home by family matters a week earlier than I anticipated, and, besides, I had not come prepared for a meeting in relation to your commission, for the reasons heretofore assigned. On reflection, too, it seems to me that, as yet, I cannot be considered a party thereto.

In your last communication you designate me "the accused." I hope, for the sake of the administration, that this term will not be publicly used. After a lapse of nearly ten years, during which I have suffered most severely in my person and family, in consequence of my subservience to the government policy, and my sacrifices of labor, property, and time to the Indians, it is hard, indeed, to be dragged before the public by this arbitrary and partial procedure. I have written to you heretofore freely as a friend, without any intention to evade an "investigation," which, I suppose, was all that was within the scope of your commission. I knew not, until your last communication, that I was the "accused," arraigned before a secret tribunal, without a copy of charges, or of testimony, and to be tortured by a fear of public obloquy into a confession. It is entirely a novel matter in this country that "the accused" should be arraigned, tried, and convicted by an inquisitorial *ex parte* proceeding, without the privilege of defending himself; without even a knowledge of the accusation, much less of the evidence produced against him; and that, too, whilst laboring under the pressure of poverty, and unable, in consequence thereof, and of a severe malady, to take any steps to arrest the progress of a most unjust and oppressive attempt to hold him up to public odium.

I therefore protest most solemnly against the whole procedure. I have already stated to you that I am at present entirely incapacitated, by bodily infirmity, to prepare any statement or document in relation to Indian annuities, much less am I able to meet a charge of which I have never been fully informed, or to rebut testimony of which I am not possessed. I am, however, perfectly willing to meet you at Washington next winter, to submit the whole matter of Indian annuities and trusts, *as far as I am concerned*, to Mr. Schoolcraft, or any other honorable and intelligent

man conversant with Indian matters, and I pledge myself to produce evidence that will satisfactorily exculpate me from all censure. We want no Indian delegates for such a purpose. All I ask is to furnish me in advance with a copy of your evidence and proceedings under the commission.

And now, I request of you that this letter of protest, and all my other letters, be appended to your report, (unless it be suspended until we meet in Washington.) To your sense of honor and justice I appeal. If you refuse so to annex them, please so inform me.

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

JAMES STRYKER.