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Report of the Secretary of the Interior, communicating, in compliance with a resolution of the Senate, a letter from the Commissioner of Indian Affairs, with copies of communications received from the agents of the department in California, in relation to debts contracted by them

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REPORT
OF THE
SECRETARY OF THE INTERIOR,
COMMUNICATING,

In compliance with a resolution of the Senate, a letter from the Commissioner of Indian Affairs, with copies of communications received from the agents of the department in California, in relation to debts contracted by them.

AUGUST 12, 1852.

Read, ordered to lie on the table and be printed.

DEPARTMENT OF THE INTERIOR,
Washington, August 12, 1852.

SIR: In obedience to the resolution of the Senate of the 6th instant, I have the honor to transmit herewith a letter from the Commissioner of Indian Affairs, accompanied by copies of all the communications received from the agents of the department in California, in relation to the debts contracted by them, which have not been heretofore communicated to the Senate.

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

ALEX. H. H. STUART,
Secretary.

Hon. WM. R. KING,
President of the Senate.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 11, 1852.]

SIR: I have the honor to enclose herewith copies of all communications received at this office from the agents of the department in California, in relation to the debts contracted by them, not heretofore transmitted to the Senate.

Very respectfully, your obedient servant,

L. LEA, *Commissioner.*

Hon. A. H. H. STUART,
Secretary of the Interior.

DISBURSING AGENCY INDIAN DEPARTMENT IN CALIFORNIA,
San Francisco, July 1, 1852.

SIR: I have the honor to acknowledge the receipt by the last mail, of your favor of 17th ult., and in compliance with your request, enclose No. 1, my account current, with accompanying vouchers, to this date, balance against the government \$4,313 68. No. 2, schedule of debts due to others, amount \$32,069 79, and an estimate of some unadjusted claims and liabilities, which may require the additional sum of \$5,750.

Since I transmitted my account to the 5th February, I have made several remittances to the temporary agent in Scott's valley, on account of his salary, and for expenses; but as the state of things in that quarter since the snow on the mountain trails rendered travelling possible, has not, in his opinion and that of his friends, allowed of his absence, even long enough to visit this city to settle his accounts, and having no facilities, at present for making a journey into that remote part of my district, I omit these items in the present account. Besides, for reasons which you will appreciate, I prefer the superintendent, if he arrives in any reasonable time, should pass upon his accounts rather than myself. This schedule will give you all the debts or liabilities of which I have any official knowledge. With the cattle or other contracts of Messrs. Barbour, Wozencraft and Johnston, I have in no way participated, and disapprove of the course by which it appears they have implicated themselves, if not the department, as fully as yourself. To the extent of a few hundred head of Spanish cattle, for the southern tribes, involving an amount of perhaps twelve, fifteen or twenty thousand dollars, their disregard of instructions might possibly have been justified by the particular circumstances of the country, but for buying cattle in such numbers, mainly for the purpose of feeding Indians then and now mining for, or working in the ranches of individuals or firms upon the Fresno, or San Joaquin, at enormous prices, and averaged at 500 pounds each, *on the hoof*, I can imagine no possible necessity or justification. It is known to every cattle dealer that Spanish cattle in droves or herds average only about four hundred pounds nett. In the spring of 1851, when in that country I had occasion to purchase for the board three or four hundred head of large picked cattle for those very tribes, partly on contract, at forty dollars per head; (several head being thrown in to make up the average weight by estimate, five hundred pounds) that was the highest rate asked, with the understanding that if the appropriation of \$75,000, was not granted, the contractor was to wait another year for his money. For cash in hand I could have purchased any number at a much lower rate,—indeed ranche owners in the southern part of the State were offering freely their best grown picked cattle, at from twelve to sixteen dollars per head; and at forty dollars I am sure I could have contracted for fifty thousand, deliverable at any point in that or the middle district. But those I bought, with such provisions as the Indians might earn by their work, added to their own supplies of nuts, fish, &c., &c., it was thought would meet their wants until the treaties were ratified.

These facts I deem it my duty to report without prejudice or interest in the matter of any kind, pecuniary or personal, other than what is necessarily involved in the general character and success of our negotiations. I

confess to a feeling of deep regret and mortification, that through the unauthorized acts of my colleagues and sub-agent Johnston, the department should be involved in the trouble of thankless investigations, and the general system adopted by the commissioners for the pacification and improvement of the California Indians, if not endangered at least delayed: The system agreed on when our first treaties were made, and which I presume has been adhered to in all, I believe to be eminently judicious, humane, and economical. With a provision for the alterations of the boundaries or location of some of the reservations in the valley of the Sacramento, these compacts should, I think, be ratified and carried out in good faith by our government with all practicable despatch. In all the discussions which have arisen upon the subject in this country, in the legislature or elsewhere, no attempt has been made to show any material defect in the plan, or to substitute a better. As to removing and colonizing the tribes of California beyond the limits of the State, the idea is simply ridiculous. In the first place we have no vacant district or country to send them to. In the second place, all the white men in California, aided by the entire army of the United States, could not drive them out, or if driven out, keep them from running back to their old hunting and fishing ground, acorn orchards, &c. The only thing that can be done with them is to colonize and improve them upon small reservations or districts of their own, "their native land;" or as an alternative, to exterminate and kill them off. I have repeatedly called the attention of the public men of this State to this view of the subject by public addresses before the legislature, and by means of the press, without provoking a refutation, or what could be called a show of argument in reply.

To a vast majority of the educated and intelligent people of California our general plan is quite satisfactory, I may add, by them highly approved; and from no quarter has any *other or better one been proposed*.

I am, very respectfully, your obedient servant,

REDICK MCKEE.

HON. LUKE LEA,

Commissioner Indian Affairs, Washington.

Schedule of debts due and payable at San Francisco by the disbursing agent of Indian Affairs, in California.

1851.			
May	20	R. McKee's acceptance of G. W. Barbour's draft—Thos. W. Lane.....	\$1,825 00
	20	R. McKee's acceptance of G. W. Barbour's draft, endorsed to J. White.....	1,050 00
June	10	R. McKee's acceptance of G. W. Barbour's draft—Thos. W. Lane.....	500 00
July	26	R. McKee's acceptance of G. W. Barbour's draft—Thos. W. Lane.....	1,500 00
Oct.	1	R. McKee's acceptance of G. W. Barbour's draft—J. C. Edwards.....	479 12
Aug.	7	J. Joseph's bill for hard bread.....	401 20
	7	Moorehead, Waddington and Whitehead for flour for Southern and Sacramento treaties.....	676 00
May	15	Don Pablo de la Toba for 201 head of cattle for Mercede and San Joaquin tribes, assigned to different holders of his drafts or order.....	8,040 00
Dec.	31	G. M. Marshall, certificate for beef on Northern Expedition, (subject to credits).....	6,598 47
1852.			
Jan.	3	John M. Estell's certificate for.....	2,000 00
Jan.	3do.....do.....	1,000 00
Feb.		Chenery & Hubbard for 100 head of large cattle for Russian River tribes.....	4,000 00
Feb.		Chenery & Hubbard for 100 head of large cattle for Clear Lake.....	4,000 00
			32,069 79

NOTE.—Accounts of the latter not yet fully adjusted; may be a few dollars more or less.

I gave Marshall a letter to you, submitting that, if equally convenient, his certificate might be paid at Washington. Circumstances have since made it proper that the payment should be made *here*, and I will thank you to refer him to this office for settlement.

R. McKEE.

SAN FRANCISCO, July 1, 1852.

Estimated liabilities other than per Treaty stipulations.

Scott & Montgomery claim \$950 for 19 head of cattle delivered to Mercede Indians per A. Johnston and J. H. Mark's certificates. I claim as an offset that 17 head of cattle, previously paid for, ran back to their rancho, and that we owe them but for 2 steers, say \$100. I have made several attempts to have the matter settled, one by arbitration, but the referees could not agree; the matter remains open, awaiting the return of Mr. Montgomery from the States, say.....	\$950 00
J. M. Estell for thirty sacks of flour, freight, &c., designed as a present to the Clear Lake tribes. Invoice, &c., mislaid by <i>his</i> agent, say.....	400 00
John McKee, temporary agent, in Scott's and Shaster's valleys, salary, extra allowance, subsistence, travelling expenses, pay of interpreters, &c., say.....	4,000 00
Geo. Packer Armstrong, temporary agent for Russian River and Clear Lake tribes, though not under pay, has nevertheless devoted much time and labor as interpreter, &c., for which I think he should be rewarded; he will be useful hereafter; I propose paying him \$300 or \$400.....	400 00
	5,750 00
Geo. Gibbs's claim for extra service on Journal and maps heretofore submitted for instructions.....	500 00
Union office, Sacramento, printing account.....

SAN FRANCISCO, CALIFORNIA,

June 27, 1852.

SIR: I herewith forward a full statement of all liabilities, with accompanying vouchers, with the exception of four. The persons whose signatures are required to those live at a distance. I have sent the vouchers to them, and so soon as returned will forward them to you:

The communication, with the statement, I am in hopes will prove satisfactory; otherwise I deem it due to the department, as well as myself, that there should be a personal examination.

I should be pleased if the statement and communication were submitted to the Senate at an early day.

In addition to the amount embraced in the abstract, you will please bear in mind that I called for, in former statements, one thousand dollars for each of the reservations, in order to compensate those who take charge of affairs, &c. And I am in hopes that those sent will be allowed me.

Very respectfully, your obedient servant,

O. M. WOZENCRAFT.

Hon. LUKE LEA,

Commissioner of Indian Affairs.

SAN FRANCISCO, CALIFORNIA,

June 23, 1852.

SIR: I have the honor to acknowledge the receipt of your communication of the 19th of May, requiring a full and detailed report of all transactions made and incurred by the agents of the department in California. I herewith hasten to comply.

Since May 14, 1851, at which time I commenced the discharge of my separate duties, I have made up and forwarded quarterly statements of all official transactions up to December 31st, including eight treaties, six of which were made within my district and two in the southern district.

I have received acknowledgements from the department for a portion of the above mentioned documents. I should have sent returns for the quarter terminating March 31st, 1852, had not illness prevented, up to date of instructions to report to Mr. Beale, esq., superintendent, &c., consequently you will perceive that there has been no dereliction of duty on my part; and, I presume, were the department in possession of all the facts, in addition to the statements from myself—which may have miscarried—that the closing clause embraced in the letter before me will not be applied to the transactions made by myself.

I commenced my mission now something more than thirteen months since with one hundred and fifty dollars, drawn from the disbursing officer. Sometime subsequently I obtained one thousand dollars from the collector of the customs, by giving the required security. Thus supplied, I set about the responsible and onerous duties entrusted to me, and endeavored to fulfil the instructions of the honorable Secretary of the Interior, *i. e.* to inform myself, and communicate the same to the department, of the manners, habits, customs and extent of civilization of the California Indians, and make such treaties and compacts with them as may seem just and proper. I presume it was not expected of me, in fulfilling the foregoing instructions, to accomplish them with the limited means then in my possession. The state of affairs here at that time left me no choice, if choice indeed I could have had under the instructions. The Indians were then in open hostility; the citizens were clamorous for protection, and were unsparing in abusing the administration for the seeming neglect. The soldiers were in the field at a heavy expense and without commensurate success. Under the foregoing existing state of affairs I pushed forward, exerting every means within my power, with a confident expectation of meeting with the approval, if not the commendation, of the department, and, in the event of success, of the gratitude of the citizens of California.

It would appear that I have been over sanguine in my expectations, and probably over zealous in compassing the difficult and onerous mission entrusted to me. I may be allowed to credit myself with the feeling common to those who are conscious of having discharged their duty to the best of their ability, and the assurance given me by the resident population, who are unbiased by political motives, that I have done much good in the cause of humanity—have done much in relieving the State from her greatest enemy—have done much in saving life, property and treasure. This is truly consoling, but it will be insufficient to remove from my breast the mortification of an official disapprobation of my acts; and I am yet in hopes that a full investigation will be made, confident in the belief that it will result to my credit and that of the department.

I proceeded on my mission—made peace with those hostile Indians and conciliated those who were assuming a hostile attitude; had consummated five treaties and completed all the preliminary arrangements for the sixth, when I received instructions from the department to discontinue negotiations when the appropriation of \$25,000 should be exhausted. I completed the sixth treaty, and only learned subsequently that the disbursing officer, con-

trary to your explicit instructions, had consumed the principal amount of the appropriation himself.

I presume the department will not disapprove of my official acts up to the above mentioned period. If you will be pleased to look over the returns for that period, you will perceive that I practiced a most stringent economy, as, indeed, I have up to the present time.

You were apprised by communication of October 1st, 1851, of the necessity of furnishing beef to those Indians near the head of the San Joaquin valley, I having received satisfactory evidence, that if they were not provided for in conformity to treaty stipulations, that hostilities would be the result.

The supplies were furnished; peace has thus been perpetuated. That there was a necessity calling upon me to act as I did is unquestionable. We will allow, if you please, that these Indians possessed a sufficient amount of intelligence to comprehend their new relationship, and the obligations of the compact which they have entered into with us, yet the imperious calls of nature for food can no more be resisted by them, than it can by any other animal organization, and unfortunately for the Rancheros of Lower California, the facilities to the Indian for acquiring it are too great to be resisted. I am in hopes the department will not disapprove of my acts in this instance.

You were likewise apprised by communications of October and January, of the facts in full and detail, of the then existing war between the whites and Indians in the lower part of California; of the singularly fortuitious results attending my mission among them. That peace was made in a manner not likely to be broken on their part, inasmuch as *twelve* of their chiefs and headmen sealed it with their life's blood, which was further confirmed by the assent and signatures of *fifty* chiefs and captains.

A full report, accompanied by the two treaties, was forwarded in the steamer of the 15th of January. I waited acknowledgements from the department four months, before issuing the supplies. My promise to them was that by the first of May, they should have them; I have so far fulfilled my promise as to commence issuing beef and flour to them. I had likewise authorized the licensed traders, Messrs. Rucket and Henderson, to purchase on behalf of the government, a sufficient number of horses, without which they could not take care of their beef cattle.

It is to be hoped that the above mentioned documents and treaties have come to hand, and that the department will approve of my official transactions in this instance. In relation to the prices which I have agreed to pay for beef, I feel satisfied that there can be no reasonable grounds for objection, as I presume you are pretty well posted up in the matter, by the report which you furnished the Senate. I will not trouble you with statements further than may be necessary, in order to fix and confirm the contract entered into with Mr. Samuel Norris, who has furnished all the cattle required by me in making the five treaties. Our agreement was, that he would deliver beef cattle *immediately* on the reception of my order, at any point between the Mocalumne river south, and the head waters of the Sacramento river north, and that I would allow him the current cash price for which neat beef was selling at the time and place of delivery, payable on an appropriation by the present Congress.

Enclosed please find two letters stating the price of beef, one from Mr. Belcher on the Cosumne river south, the other from Mr. P. B. Reading, near the head of the Sacramento; these letters will go to show that I have favored the government, if favor has been shown to either. I am in hopes it will be deemed just to allow him twenty cents per pound. He was put to much trouble and great expense in keeping near me, in my travels; had this not have been done, it would have been difficult if not impossible to have made treaties.

The price agreed on for those delivered by Major S. S. Hensly, is fifteen cents per pound. This you will admit is low, when you are informed that beef has advanced one hundred per cent. since Colonel Fremont filled his contract. The price agreed on for those now being delivered by Colonel George McDougall, in the south, is twelve and a half cents per pound, payable this present Congress, but in the event of the failure to make an appropriation this session, then he is to have fifteen and a half cents per pound, payable next session. This is a low price; and, as you were informed in a former communication, the first contractor receded from his contract, and it was with some difficulty that I succeeded in making the present one; consequently there will be no necessity of enforcing the bonds given by the first contractor. I am informed that beef is selling for as high prices in the extreme south as it is in the north, on Russian river, which is above Clear Lake.

As stated in my communication of August, 1851, I could have bought beef at eight cents had I the money wherewith to pay; but as it was, there were but few who were willing to furnish beef cattle (which are rated as cash here) and wait for their money one year.

I would here wish to notice a statement made by Colonel R. McKee, published in the report called for by the Senate. He states that "*he understands*" that there are claims held by parties for cattle furnished in the middle and southern districts, *at very high rates*. Permit me to say that this is but a continuation of the course which he has been pursuing for some time past, having commenced here by publishing tirades, in self-justification as he terms it, but to others it was apparent that he had other and sinister designs, trying to invalidate all other contracts than those made by himself, and thus has the public censure been evoked on the acts of the commissioners. In his published account of debts and liabilities, he states "contracted for at eight cents per pound or forty dollars per head." General Estell called on me and stated that his contract with R. McKee is at twenty-five cents per pound, or one hundred and twenty-five dollars per head. This being so, Mr. McKee would have done well to make the statement and thus confine himself to the *truth*, and the duties which more properly belong to his own district.

Relative to the discussion alluded to in your letter as having taken place in Washington as well as in California, I may say that there has been any amount of discussion here; but so far as the honorable legislators were engaged therein, it resulted not as the Honorable Dr. Gwinn would have it appear, but by a *positive negation* of the condemnatory resolutions embodied in the doctor's published speech, and we do think that it would have been as well for the doctor to have given the statement in full. There was a minority report which was favorable to our policy, and rather potent, if we may judge by the effect, for I am assured they *have not passed any condemnatory resolutions*.

The gentlemen who made the minority report have had more experience with the Indians of California than any other members of that extinct body, and the only motive which could have actuated him was that of humanity and justice, and so far as relates to popular opinion here, as well as I am able to judge from statements made to me by intelligent and disinterested people, it is decidedly in favor of the policy which we have been pursuing. A gentleman just down from the mines, informs me that in the event of Congress failing to make provisions to secure the faithful fulfilment of the treaties, that the people of California would themselves willingly raise the amount required, rather than be subject to the evils of Indian wars as they have heretofore been.

In conclusion, I would state that there has been no violation of treaty obligations on the part of any of the numerous bands of Indians with whom I have treated. There is a band of Indians on the Merced river, high up in the mountains, who are in a hostile attitude; the soldiers from Camp Miller, on the San Joaquin, have gone out against them. The captain of this band was the first to come in and *talk*. I was not satisfied with the talk, and told my colleagues that he only came to deceive us and gain time for the snow to melt and then they could defy us, but they differed with me. The disbursing officer gave them blankets, shirts and other presents under the confident belief that the Indians would be faithful to their promises; they doubtless laughed at the simple credulity of the official, for they never did come in of their own accord; they were brought in twice by the volunteers, and as often escaped or went back, and never did sign or agree to the treaty. I mention this in order to correct any misapprehension which is likely to occur, where information is gained through the public press.

I herewith forward an abstract of disbursements from the time I assumed responsibility up to date, with accompanying vouchers.

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

O. M. WOZENCRAFT,
United States Indian Agent, California.

Hon. LUKE LEA,

Commissioner Indian Affairs, Washington.

COTTON WOOD, SHASTER COUNTY,
March 10, 1852.

DEAR SIR: In reply to your favor of the 1st instant, desiring information of the price of beef in Shasta county, I have to state that the present rates range from about eighteen to twenty-five cents per pound nett. I have never sold any on my ranch for less than twenty cents per pound by the quantity; these prices refer to both Spanish and American stock.

Very respectfully, your obedient servant,

P. B. READING.

Doct. O. M. WOZENCRAFT.

SAN FRANCISCO, June 19, 1852.

HONORED SIR: By request I make you a statement of the average price of nett beef in the Indian reservation on the Cosumnes river the last year.

It has been from twenty to twenty-five cents per pound, and those have been the ruling rates as far as my knowledge has gone in that region of mining country.

I remain sir, as ever, your obedient servant,

F. BELCHER,

Indian Trader on the Cosumnes.

DR. O. M. WOZENCRAFT.

Abstract of liabilities incurred on account of the United States by O. M. Wozencraft, Indian Agent, from May 1, 1851, to June 30, 1852.

Date of contract.	No. of voucher.	Names.	On what account.	Amount.	Remarks.
1851. May 28	1	Doctor Vantine & Co.....	For beef and flour furnished the Indians at the time of making the treaty.....	\$3,284 85	
Aug. 4	2do.....do.....	For beef and flour furnished Indians in the reservation on the Stanislaus river, from date up to April, 1852...	23,286 03	Furnished by order of A. Johnson, sub-agent.
Nov. 17	3	Morehead, Whitehead & Co.	For flour bought in May, 1851.....	156 00	
Dec. 31	4	Samuel Norris.....	For beef furnished in making five treaties in my district..	101,998 00	
1852. Jan. 5	5	Isaac Williams.....	For beef cattle furnished at the treaty of Tunainta, Southern agency.....	245 00	
Feb. 1	6	E. G. Hilton.....	For services as secretary.....	25 00	
11	7	Samuel G. Hensly.....	For beef furnished during the making of treaties, while acting conjointly, and by Colonel Barbour.....	142,500 00	
March 10	8	John Brown.....	For beef and flour furnished Indians in El Dorado Cañon.	270 00	
29	9	Samuel Savage.....	For flour furnished Indians in San Joaquin valley.....	4,278 80	
29	10	E. S. Lovell.....	For flour furnished Indians in the Yuba reservation.....	462 00	
April 5	11	George McDougal.....	For beef furnished in Southern agency.....	156,250 00	1,300 head have been delivered, and the balance are being delivered.
May 16	12	John Roland.....	For flour furnished in the Southern agency.....	2,100 00	
18	13	Douglas & Sanford.....	For mares furnished for Indians.....	4,250 00	
20	14	James Littleton.....	For horses furnished for Indians.....	6,600 00	
1851. Dec. 31	15	O. M. Wozencraft.....	For balance due from 4th quarter.....	2,154 62	On account of sundry claims assumed and paid by me.
Total.....				447,860 30	

SAN FRANCISCO, CALIFORNIA, June 25, 1852.

O. M. WOZENCRAFT, U. S. Indian Agent, Middle District California.

Extract from a letter addressed to L. Lee, Commissioner of Indian Affairs, by Redick McKee, dated January 15, 1852:

"During my absence north, the house with whom I had arranged for a supply suddenly closed up their business, and failed to meet the arrangement upon which I had relied. Our funds being again exhausted, I will be compelled to ask the Indians for a postponement, unless I can obtain the flour from the army department at Benicia.

"Since my return to this city, I have heard a public rumor of there being a large amount of bills in the market, drawn by Adam Johnston, esq., sub-agent for the San Joaquin, or one of the commissioners, for supplies of beef and cattle for the Indians in that quarter, and at very high rates per pound. What the facts are I am not apprised, but if such drafts should be presented, I would suggest inquiry into the whole matter before payment is promised. A large amount of money may be saved to the government in carrying out the treaty stipulations with these California Indians, by inviting offers publicly, and passing the whole business through the hands of *one agent* or disbursing officer of the Indian department."

Extract from the Report of G. W. Barbour to the Commissioner of Indian Affairs—received at the Indian Office, February 2, 1852.

I continued my journey through the valleys, visiting all the tribes, holding councils and hunting with them, making them presents that I had brought with me for the purpose, and advising them to a strict observance of the treaties, and a reliance on the government for protection and justice. In every instance I left them well satisfied and contented. But the most conclusive argument that was brought to bear upon them, convincing them of the good faith of the government toward them, and rendering them contented and happy, was the assurance that the beef which had been promised to them by the terms of the treaty, would in a few days be furnished to them; this was the more gratifying news to them from the fact, that they were in a very destitute condition, the whites during the war between them having destroyed all their stores of provisions; the chase, ever to them a very precarious mode for a scanty supply, and the fishing season not having arrived, many of them were in a state of almost actual starvation, to avoid which they had either to be supplied with provisions in their new homes, or resort to their practice of stealing animals from the citizens, which would necessarily have led to difficulties and bloodshed, and a total disregard and breaking up of those treaties which had cost so much labor and expense to make, and again throw the country into a state of confusion, breaking up every interest, and in all probability involving the government in a war, that besides the loss of many valuable lives, would cost many millions of dollars to terminate.

In view of these facts, and being urged thereto by the voice of the whole country, and the calls of humanity and justice, without any direct authority from my instructions or otherwise, on the 28th of May last I made a contract with Col. J. C. Fremont, subject to the approval or rejection of the same by the proper authorities at Washington, to supply the beef, &c., stipulated by the treaties entered into in the southern district of the State,

to be supplied to the Indians; but I will here remark that this contract was not even entered into until after I had exhibited to Col. Fremont my letters of appointment, instructions &c., and expressing to him my conviction that, if ratified, the contract would not be paid by the Department until acted upon by Congress, and an appropriation voted for that object; I herewith enclose copies of the correspondence between Col. Fremont and myself upon the subject, which you will please to find marked E and F.

Col. Fremont proceeded at once to supply the beef necessary under this contract, and in the months of July and August, according to my instructions, delivered a portion of the cattle to the different tribes, and the remainder (nineteen hundred head) he delivered to me on the San Joaquin river, and I immediately turned them over to sub-agent Johnston taking his receipt for the same, a copy of which is herewith submitted, marked G. On the receipt of the beef, at the request of Col. Fremont and for the purpose of placing the transaction in as tangible a form as possible, I drew drafts on the Hon. Secretary of the Interior for the price of the beef, say \$183,825.

The quantity of beef received by me for the Indians was greater than the amount stipulated to be supplied to them in the year 1851—my reason for receiving a larger supply was the fact that during the “rainy season,” which usually continues from the month of October or the 1st of November to the 1st of May, it is impossible to furnish supplies or even travel with animals through that part of the State; and again, that is the season when the Indians, if not kept quiet, are most likely to commit depredations upon the whites. I deemed it prudent, in view of these difficulties, to receive a supply sufficient to last them until next May, and accordingly did so; besides, you will observe that the beef received was not alone for the Indians south of the San Joaquin river, but for those south of the Merced river, the country set apart for the Indians at the treaty of “Camp Barbour,” embracing both sides of the San Joaquin river, with Indians on each; the whole “Reserve” was provided for by me, in accordance with an understanding between Dr. Wozencraft (whose district embraced a portion of this “Reserve”) and myself.

On reaching the San Joaquin reserve, I found the Indians much dissatisfied; so much so, that they had even threatened violence to the whites and a return to their old haunts in the mountains. The cause for this I found to be, first, the encroachment of the white miners on their territory, and working the few poor mines in their district; secondly, and by far the greatest source of complaint, was the want of beef, of which they complained most bitterly, and in truth not without a cause, as they were entirely destitute of provisions, except the very scanty supply furnished by the chase, and a few fish caught in the rivers, a very precarious supply indeed for seven or eight thousand hungry souls. After visiting the various tribes in the district, and assuring them that a supply of beef would be ready for them in a very few days, and promising them that I would see the miners and get them to leave the district, which the greater number of them did at my solicitation, in a short time I had the good fortune of seeing peace and quiet and contentment prevailing throughout the entire district. Having had no direct intelligence from your department since my arrival in the country, and being desirous of conferring with my colleague, one of whom, (Colonel McKee,) if not both, I incidentally learned were in San Francisco, I set out for that place hoping to receive some communications direct from your department, which I doubted not had been ad-

dressed to me at that place, but I had failed to receive them on account of the impracticability of communicating with that point, owing to distance, character of country, &c., between that and the points of my operations.

I reached San Francisco on the 28th day of July, after an absence in the wilderness of six months. On my arrival in the city I had the pleasure of meeting my colleague, Colonel McKee, from whom I obtained some information derived from your department touching our duties, &c. I remained there a few days awaiting the arrival of the mail steamer which was expected to bring a mail from the States, by which I hoped to receive a letter from the department.

A few days afterwards I left San Francisco, and returned to the San Joaquin river, where I remained until I received intelligence that the Indians in the vicinity of Los Angeles and San Diego were expressing dissatisfaction at not being treated with, and producing some alarm among the whites least they might commence hostilities. Colonel Johnston, the sub-agent for the district of the San Joaquin valley, being on the ground, and having received and turned over to him the beef before spoken of, and the Indians throughout the San Joaquin and Tulare valleys being quiet and satisfied, I determined to return to San Francisco, and, if I could make the necessary arrangements to purchase goods for presents to the Indians and procure the money necessary to meet other incidental expenses, to proceed by sea to San Pedro, the embarcadero for Los Angeles, and from thence proceed to the Indian country in the vicinity, and enter into treaties with them.

On reaching San Francisco I received a letter from the department advising me of the fact that only the sum of \$25,000 had been appropriated for the object of our mission, and that so soon as that amount had been expended, we were to cease our negotiations and confine ourselves alone to our duties as agents. This was in the month of September, and the letter referred to from the department, was under date of the 27th day of June, 1851.

Disappointed in my intended trip to the Indians in the neighborhood of Los Angeles and San Diego, everything connected with my duties as agent being arranged and moving on harmoniously under the management of agent Johnson, who was left in charge, and the rainy season about to set in when business of every description would in all probability be suspended, I determined to visit Washington city, report to the department, and visit my family in Kentucky. Accordingly, after making the necessary arrangements, I left San Francisco on the 4th day of October, 1851.

E.

MARIPÓAS, SAN JOAQUIN VALLEY,
May 19, 1851.

SIR: Having established a cattle rancho on the Mariposas river, neighboring to the Indian tribes of the Sierra Nevada, with whom you are engaged in treating, I submit to your consideration the following proposals:

I propose to furnish for the present and ensuing years (eighteen hundred and fifty-one and eighteen hundred and fifty-two) all the animals (beef cat-

tle, brood cows, and brood mares) which you shall need for the execution of your treaties with the Indian tribes in the district under your direction, and which I understand to comprehend all that portion of the State lying between the parallel of the upper waters of the San Joaquin river and the southern boundary line. I engage and bind myself to make the deliveries in the course of the present and following years, at such time and place within the district as you shall indicate, and to commence the deliveries one month after the date of notification to me of treaties as they shall successively be made. I propose to furnish beef cattle upon the hoof at the price of fifteen cents per pound, net; brood cows between the ages of three and five years, at the price of seventy-five dollars each; and brood mares, between the ages of four and six years, at the price of seventy-five dollars each.

Very respectfully,

JOHN C. FREMONT.

Col. G. W. BARBOUR,
Indian Commissioner, &c.

F.

CAMP KEYES, ON THE CAHWIA RIVER,
California, May 28, 1851.

SIR: I have received your letter of the 19th instant, in which you propose furnishing beef cattle, brood mares and cows, to the Indians in this (the southern) district of the State, according to the stipulations of such treaties as have been or may be made with the different tribes.

Having received no advices from the Indian Department at Washington since my colleagues and myself adopted the policy of supplying those Indians, with whom we might treat, with beef and stock, &c., I could not, except to a very limited extent, enter into any unconditional contract for supplying those Indians treated with in this (the southern) district of the State; but in view of the necessity for such supplies, and not doubting but that the proper authorities will readily acquiesce in the policy that we have adopted, I should not hesitate to make such contracts as may be necessary to carry out *in good faith* the stipulations of such treaties as may be made with the Indians, such contracts, *of course*, being left subject to the approval or rejection of the Indian Department at Washington.

I have had many proposals offered me to furnish such supplies, but regarding your offer as the best and lowest of any yet made by a responsible man, and believing as I do that your offer is a fair one, I have concluded to close with your proposition, subject however to the approval or rejection of the same by the Indian Department at Washington.

Should this arrangement be satisfactory, you can confer with Colonel A. Johnston, sub-agent for the San Joaquin valley, who is near you, and who will advise you of the time and place, and number of beef cattle wanted for the Indians in this vicinity with whom treaties have been made. I will advise you as to what will be necessary after leaving this valley.

Respectfully,

G. W. BARBOUR, Commissioner, &c.

Col. J. C. FREMONT.