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Robert Baker

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ROBERT BAKER.

MARCH 3, 1851.

Laid upon the table, and ordered to be printed.

Mr. SPRAGUE, from the Committee on Indian Affairs, made the following

REPORT:

The Committee on Indian Affairs, to whom was referred the claim of the heirs of Robert Baker, for furnishing wheels and looms to the Choctaw Indians, have had the same under consideration, and report:

That it appears, from the evidence in the case, that a contract was made with the said Baker, containing stipulations sufficiently liberal to him; but that, in consequence of delay and neglect on his part, and his subsequent death, the contract was never complied with by him, or his sons, in any way to be of the least benefit to the Indians, or advantage to the government; but that the government was largely a loser by the failure on the part of the contractors, and the Indians disappointed of their promised benefits, as will appear from the accompanying papers. The committee report against the claim, and ask that the report be printed, with the papers marked 1 and 2; and ask to be discharged from its further consideration.

No. 1.

Extract of a letter of the Commissioner of Indian Affairs to Captain Wm. Armstrong, dated March 11, 1839.

"I am informed by your letter of the 5th November last, that William S. Baker, administrator on the estate of Robert Baker, deceased, has presented a claim against the United States, growing out of the contract with the intestate for looms and wheels for the Choctaws. The particulars of this claim are not stated, nor is the amount given; but, as this office entirely concurs in the views expressed by you in relation to this business, it is not deemed necessary to take any particular order thereon, or to give you at this time any instructions relative thereto. Should the claim, however, be persisted in, you will refer it to this office, with full specifications of the items, amount, and grounds upon which it is urged."

No. 2.

Letter of Wm. Armstrong to Commissioner of Indian Affairs, dated 5th November, 1838.

CHOCTAW AGENCY, November 5, 1838.

SIR: I have the honor to enclose you several communications in relation to the contract made by the late Robert Baker, for furnishing looms and wheels to the Choctaws. You will perceive from my first letter to General Gibson, dated October 22, 1835, that Mr. Baker had at that time forfeited his contract, and that I had suspended any further work on the looms and wheels, except for this district, until the department should decide what course they would pursue with Mr. Baker. A short time after Mr. Baker died, and it was then discovered and acknowledged by his son, who now sets up a claim, that his father was insolvent, and unable to carry out the contract. Upon receiving General Gibson's letter of November 20, 1835, I felt authorized to take the looms and wheels for this district, and to sign a requisition on Captain Jacob Brown, disbursing agent, for the amount due to Wm. S. Baker, who administered on his father's estate, with a perfect knowledge on the part of Baker that the government would release the estate from all liability, and the amount paid in full for what he had done.

I was under the impression, at the time I wrote General Gibson, that Baker had got some of the timber at Nail's mill, on Red river, but in this I was mistaken; he never cut a stick of timber, upon account of the looms and wheels contract, on Red river. He had engaged to build a school-house or two, which he did, but nothing towards the looms and wheels. The truth is, Baker died insolvent, and the estate remains in debt. The government sustained a heavy loss by the failure of the contract; and although I have advertised twice, and have been authorized by the department to make a private contract, I have been unable to do so.

It is the government that has suffered by the non-compliance of this contract, and not Baker. To both the gentlemen who made the valuation—although, as I stated to General Gibson, they were respectable traders—Baker was and is yet largely indebted, and they were very anxious to make the damages as large as possible. It was not until I was satisfied that Baker's estate could not complete the contract—that their workmen had quit them, and there was no appearance of a completion of the contract, and at the urgent solicitation of young Baker, who was anxious to get money to pay some of the hands and go to Texas—that I agreed to sign a requisition for the amount on Captain Brown. Baker was paid for everything he did, and has no ground of complaint whatever, as the enclosed letters I hope will show you.

Respectfully, your obedient servant,

WM. ARMSTRONG,
Acting Superintendent W. T.

C. A. HARRIS, Esq.,
Commissioner Indian Affairs.