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Message of the President of the United States, communicating, in compliance with a resolution of the Senate of the 6th ultimo, information relative to the appropriation in the civil and diplomatic bill of March 3, 1855, for Richard W. Thompson, on account of alleged services to the Menomonee Indians.

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M E S S A G E

OF

THE PRESIDENT OF THE UNITED STATES,

COMMUNICATING,

In compliance with a resolution of the Senate of the 6th ultimo, information relative to the appropriation in the civil and diplomatic bill of March 3, 1855, for Richard W. Thompson, on account of alleged services to the Menomonee Indians.

APRIL 11, 1856.—Read and referred to the Committee on Indian Affairs.

MAY 19, 1856.—Message and documents ordered to be printed.

To the Senate of the United States:

I transmit herewith a report of the Secretary of the Interior, with accompanying documents, in compliance with a resolution of the Senate of the 6th ultimo. The documents, it is believed, contain all the information in the Executive departments upon the subject to which the resolution refers.

FRANKLIN PIERCE.

WASHINGTON, *April 10, 1856.*

DEPARTMENT OF THE INTERIOR,
Washington, April 8, 1856.

SIR: On the 6th ultimo the Senate adopted a resolution in the following words, viz:

“*Resolved, That the President of the United States be requested to inform the Senate whether the sum of money directed to be paid to Richard W. Thompson, of Indiana, by a paragraph in the civil and diplomatic appropriation bill of the 3d of March, 1855, for alleged services to the Menomonee Indians, has been paid to said Thompson, and, if so, whether the assent of the Indians was first obtained to the payment; and that, if said sum had not been paid, he be requested to communicate what action has been taken in relation thereto, with all the papers connected with the case, and now on file in the several departments,*” and the money, therein referred to, not having been paid, I lay before you, herewith, in obedience to your request, copies

of all the papers in the case, exhibiting the action taken in relation thereto.

I have the honor to be, very respectfully,

Your obedient servant,

R. McCLELLAND, *Secretary.*

To the PRESIDENT.

List of papers connected with the case of R. W. Thompson, as called for by the Senate resolution of March 6, 1856.

No. 1. Memorial of R. W. Thompson to the Senate, asking compensation for services as attorney for the Menomonee Indians, January 9, 1855, with accompanying papers, being—

No. 1. Original power of attorney from Menomonees to R. W. Thompson, September 9, 1850.

No. 2. Original of second power of attorney from the Menomonees ratifying the first, February 15, 1851.

No. 3. Article of Agreement between the Menomonees and R. W. Thompson, February 15, 1851.

No. 4. Copy of a letter of William H. Bruce, enclosing papers from Menomonees, and certifying as to the manner in which they were obtained, March 22, 1851.

No. 5. Affidavit of Messrs. Bonduel, Cown, Jacobs, and Prickett, respecting the procurement of papers, February 15, 1851.

No. 6. Copy of a letter of R. W. Thompson to Commissioner of Indian Affairs, May 24, 1851.

No. 7. Copy of a communication of the Secretary of the Interior, respecting the attorneyship of R. W. Thompson, April 25, 1851.

No. 8. Copy of a letter of R. W. Thompson to Commissioner of Indian Affairs, July 2, 1853, relative to the terms of a treaty.

No. 9. Extract of a letter from R. W. Thompson to Commissioner of Indian Affairs, upon the same subject, August 23, 1853.

No. 10. Memorial of the Menomonees to the President and Congress, asking the payment of Thompson's claim for services, October 4, 1854.

No. 11. Printed copy of a communication of the Commissioner of Indian Affairs to the Secretary of the Interior, April 23, 1851.

No. 12. Printed copy of a report of the Committee on Indian Affairs of the Senate, respecting the claim of the Menomonees, February 14, 1853.

No. 13. Copy of rules and regulations prescribed by Secretary Marcy respecting attorneys in behalf of Indian tribes, October 1, 1846.

No. 14. Memorial of Menomonees to Congress, signed by R. W. Thompson as their attorney, asking for additional compensation for lands ceded to the United States.

No. 15. Treaty with the Menomonees.

No. 16. R. W. Thompson's memorandum of papers accompanying his memorial to the Senate.

No. II. Letter of R. W. Thompson to Hon. W. K. Sebastian, chairman of Committee on Indian Affairs, Senate, January 20, 1855.

No. III. Letter of R. W. Thompson to the First Comptroller, asking immediate payment of amount appropriated by Congress for his services as attorney for Menomonees, March 7, 1855.

No. IV. Copy of the 17th section of the civil and diplomatic bill, March 3, 1855.

No. V. Instrument cancelling the assignment of an interest in the Menomonee claim, executed by Geo. W. Ewing as surviving partner of W. G. & G. W. Ewing, February (March) 9, 1855.

No. VI. Memorial of Geo. W. Manypenny, Commissioner of Indian Affairs, to the President, in behalf of the Menomonees.

No. VII. Letter of Moses Kelly to the First Comptroller, in regard to statement of Mr. Herrick, March 10, 1855.

No. VIII. Letter of P. Clayton, Second Auditor, to the Secretary of the Interior, relative to the claim of R. W. Thompson, March 10, 1855.

No. IX. Letter of the Secretary of the Treasury to the Attorney General, referred to in Mr. Thompson's letter of March 14, 1855, not found, (a copy to be made at the Treasury Department to accompany these papers in this connexion.)

No. X. Letter of R. W. Thompson to the Attorney General, March 14, 1855.

Printed copy of R. W. Thompson's letter to the Secretary of the Interior, January 19, 1855.

No. XI. Letter of R. W. Thompson to the Attorney General, March 14, 1855, respecting a letter of the Secretary of the Treasury.

Release of R. W. Thompson to the Menomonees, March 14, 1855.

No. XII. Statement of R. W. Thompson, in connexion with his claim against the Menomonees.

No. XIII. Letter of R. W. Thompson to the Attorney General, apprising him that Luke Lea will act as his attorney during his absence.

No. XIV. Letter of the Hon. J. D. Bright to the Secretary of the Treasury, in regard to the character of Mr. McKeen.

No. XV. Report of George W. Manypenny, Commissioner of Indian Affairs, to the Secretary of the Interior, transmitting a letter from Superintendent Huebschmann in relation to the claim of R. W. Thompson against the Menomonees, March 24, 1855.

Copy of Superintendent Huebschmann's letter to the Commissioner of Indian Affairs, March 23, 1855.

No. XVI. Memorandum of R. W. Thompson for Attorney General, March 29, 1855.

No. XVII. Report of the Commissioner of Indian Affairs to the Secretary of the Interior, submitting papers relating to the action of the Menomonees, cancelling a paper obtained from them by R. W. Thompson, May 3, 1855, with enclosures, being—

Copy of a letter of R. W. Thompson to the Menomonees, March 7, 1855.

Memorial of Menomonee chiefs revoking any and all documents of Thompson's, which some of them have signed, April 17, 1855.

No. XVIII. Communication of the Menomonee chiefs, respecting the payment of Thompson's claim, April 9, 1855.

No. XIX. Letter of R. W. Thompson to the Attorney General, in relation to his claim, and transmitting a paper from the Menomonee chiefs, approving the law directing the payment of said claim, May 12, 1855.

Communication of Menomonee chiefs to R. W. Thompson, April 9, 1855.

No. XX. Letter of R. W. Thompson to the Attorney General, May 18, 1855.

No. XXI. Opinion of the Attorney General on the 27th section of the act of March 3, 1855, in regard to the payment of the claim of R. W. Thompson against the Menomonees, May 21, 1855.

No. XXII. Instructions of the Secretary of the Treasury to the Hon. Lemuel Clarke, in relation to the consent or refusal of the Menomonees to the payment of Thompson's claim, June 26, 1855.

No. XXIII. Letter of Lemuel Clarke to the Secretary of the Treasury, transmitting certain papers concerning the Menomonees, October 1, 1855.

A. Instrument signed by the Menomonee chiefs, head men, and warriors, refusing assent to the payment of *Thompson's claim*, September 7, 1855.

B. Letter of Benjamin Hunkins, agent, furnishing the names of the Menomonee Indians for Samuel Clarke, September 10, 1855.

C. Letter of R. W. Thompson to Hon. L. Clarke, September 8, 1855.

D. Letter of Superintendent Huebschmann to Hon. Samuel Clarke, September 17, 1855.

Account of Samuel Clarke against the United States, August 27, 1855.

No. XXIV. Letter of R. W. Thompson to the Secretary of the Treasury, in regard to the report of Samuel Clarke, October 4, 1855.

No. XXV. Letter of the Secretary of the Treasury to the President in relation to the Menomonees, October 29, 1855.

No. XXVI. Communication of R. W. Thompson to the Secretary of the Treasury, submitting his case in full, October 19, 1855 with accompanying papers, being—

[1.] Affidavits of E. D. Gumaer, William Powell, and George Cown, September 10, 1855.

[2.] Affidavit of Elias Murray.

[3.] Affidavit of H. S. Murray.

[4.] Affidavit of William N. Davis.

[5.] Affidavit of G. F. Wright.

[6.] Affidavit of John Wampoose.

[7.] Affidavit of Johnston and Jones.

[8.] Affidavit of Augustine Grignon.

[9.] Speech of Superintendent Huebschmann at the Menomonee council, September 7, 1855.

[10.] Letter of Charles Grignon to R. W. Thompson, September 27, 1855.

List of chiefs, furnished by Charles Grignon.

No. XXVII. Report of the Commissioner of Indian Affairs to the

Secretary of the Interior, in regard to the claim of R. W. Thompson against the Menomonees, with papers annexed, December 22, 1855.

No. XXVIII. Letter of the Secretary of the Interior to the President, December 26, 1855.

No. XXIX. Letter of the Secretary of the Interior to the President, returning the Senate resolution calling for papers in the case of R. W. Thompson, March 8, 1856.

No. I.

To the Senate and House of Representatives of the United States of America in Congress assembled :

The undersigned, a citizen of the State of Indiana, respectfully represents: That in September, 1850, the chiefs and headmen of the Menomonee nation of Indians, constituting a deputation from their nation, came to the city of Washington to adjust their business with the government of the United States, but more particularly to seek relief against the provisions of a treaty made with them in October, 1848, by which they alleged that they had conveyed to the United States a large quantity of land, for the payment of which no provision was made by said treaty. They also complained that, by said treaty, they were to be removed to a tract of country set apart for them on the Crow Wing river, west of the Mississippi, where they could find no means of subsistence, and where they would be exposed to depredations from the strong tribes in that neighborhood, who were their hereditary enemies in consequence of their constant friendship for the whites, and against whom they were too weak to protect themselves.

They called upon the undersigned to aid them in the arrangement of their business, as their attorney. *He declined to do so unless his employment could be made with consent of the proper officer of the government*, and asked for time for consideration, that he might satisfy himself upon these questions. He then obtained the consent of those officers, and consented to act as attorney for the tribe. His first power of attorney was executed in the Indian office and acknowledged *before the then acting commissioner*.

At that time there was a standing rule of the Indian Bureau that recognized the right of an Indian tribe to transact its business by attorney, which rule was established by the present *Secretary of State* while he was *Secretary of War*, having jurisdiction over Indian affairs. And an opinion of the Attorney General had then been given to the same effect, and both these concurred in establishing the rule that where an attorney acted for a tribe, and his contract was fairly made, and his services rendered accordingly, he should be protected by the government, and had such a right to a part of the money recovered as that the government ought not to distribute it amongst the Indians, but pay his share over to him. The undersigned also obtained the

consent of the President and the Secretary of the Interior that he should be so recognized.

He therefore made his agreement with these Indians under the law and practice of the government, and had a right to rely, as he did rely, upon the good faith of the government for protection. And upon the faith of this reliance he undertook the management of the business of these Indians.

The first object desired by the Indians was to get so far rid of that provision of the treaty of 1848 as provided for their removal west of the Mississippi river, as after that treaty was made they had visited that country, and found that it contained nothing upon which they could subsist, and was in the immediate neighborhood of their powerful and warlike enemies. The undersigned succeeded in getting the President to issue an order postponing the time of their removal, so as to give to him additional time to see if some arrangement could not be made for their permanent location in Wisconsin.

He then, with great care, prepared the case in behalf of the Indians for additional compensation for lands sold by them by the treaty of 1848, and submitted it on a written argument to the Secretary of the Interior for decision on the 11th October, 1850. At that time he hoped to bring about the relief sought by a new treaty, but his argument covered the whole case, showing what, in his opinion, the Indians were entitled to from the United States.

After this argument was filed before the Secretary he had repeated interviews with him upon the subject, and remained in Washington, looking constantly after this case, until some time after it was decided by the Commissioner of Indian Affairs, with whom he also had frequent interviews upon the same subject.

The Secretary, after consideration, referred the case to the Commissioner, and he gave an opinion in reference to it April 23, 1851, deciding that, in his opinion, the least amount that the Indians should be paid was \$221,840.

Before this opinion of the Commissioner was given, the undersigned, doubting the sufficiency of his first power, and anxious to conclude all the business by treaty, sent to the Indian country to procure additional authority, so as to enable him to agree upon a treaty, or at least the preliminaries of one. This authority was given him by a new power of attorney, executed in the Indian country by the chiefs and headmen of the nation, February 15, 1851. This power sanctioned the employment of the undersigned by the delegation of the tribe, and gave him full authority to act for the tribe as their attorney.

At the time the undersigned was employed by the delegation of chiefs he refused to make any suggestions in reference to the compensation he was to receive, but requested them to go home and consult their nation and fix it themselves. When he wrote to them for the new power of attorney, he also wrote to them to fix his compensation, and that they must do it themselves, without being influenced by anybody. He at the same time wrote to the same effect to the sub-agent, who resided in the neighborhood, and had charge of these Indians. And in the same national council in which they executed the new power, they also executed an agreement whereby they promised to

the undersigned that he should be paid *one-third* part of whatever sum should be allowed them by the United States. These two last papers were executed *after* the undersigned had made his argument before the Secretary, and *before* the decision of the Commissioner, so that all the time he made his original argument, he had no other reliance for the amount of his compensation than the liberality of the Indians.

This power of attorney and agreement were both acknowledged by the Indians before the interpreters, who made known its contents to them before the register and receiver at Green Bay, and before the sub-Indian agent. It is certified by these that they executed them of their own free will and accord, and the sub-agent certifies, in addition, that there was no undue influence over the Indians, employed to induce them to execute them. In addition, also, to this statement in his certificate, he forwarded copies of them to the Commissioner of Indian Affairs, in an official letter, dated March 22, 1851, wherein he says, that he had endeavored to ascertain whether any undue influence had been exercised over the Indians, and found that there had been none.

These papers, thus certified and attested, reached the Indian office, as soon after the date of this letter as they could be transported by mail, and have been ever since on the files of that office, so that from that time there has been no concealment in reference to them or their contents. After their execution there was nothing more to be done in the Indian country, in order to prepare the case or fix the compensation of the undersigned. The latter was done by the agreement, and the case was made up and submitted to the Secretary, and by him referred to the Commissioner of Indian Affairs.

After the case was decided by the Commissioner of Indian Affairs, and was reported by him to the Secretary of the Interior, the undersigned had other interviews with him in reference to it, and made additional arguments before him. On the 25th April, 1851, he affirmed the general views of the Commissioner in relation to the measure of relief, but declined to make a new treaty—deciding that the case should be sent to Congress.

From the Secretary the undersigned caused the case to be taken before the President, with a view of obtaining his consent to make a new treaty. He however declined to disturb the decision of the Secretary, but affirmed it as it stood—suggesting, however, that the sum to be paid the Indians should be regulated by the *real* instead of the assumed quantity of land. This would have increased the sum above what was reported by the Commissioner.

As, at this time, the period to which the President had extended the time of their removal, June 1, 1851, was approaching, it became necessary to obtain an additional extension. This, also, the undersigned obtained from the President, so that they should not be removed until the case could be acted upon and decided by Congress.

After this, in order still to keep these Indians in Wisconsin, and get them from where they then were, so as to make room for the white population, the undersigned succeeded in getting the necessary measures adopted which led to the issuance of an order to the superintendent of Indian affairs in Wisconsin to explore the country near the head of Wolf river in that State, with a view to ascertain whether or

no there was any country to be found there suitable for these Indians, and where they would be out of the way of the whites. This examination was made, and the country where they now are was selected for them. They were afterwards removed there, *temporarily*, by order of Congress.

As there was yet, however, no provision made for their *permanent* location there the undersigned sought to conclude an arrangement by which a treaty should be made, exchanging their country west of the Mississippi for this tract in Wisconsin, and leaving the other question as to the amount to be paid them to Congress. But the President and Secretary declined to make this arrangement, unless the consent of the legislature of Wisconsin could be obtained. This there was nobody else but the undersigned to do, either by himself or others. The government would not, nor could the Indians do it. The undersigned, at his own private expense, procured several gentlemen of Wisconsin to visit the seat of government, with the petitions of the people in favor of the measure, and through their instrumentality he succeeded in getting a joint resolution passed by the legislature, consenting that the Indians might remain in the State. He could not go there personally himself, because he had to remain in Washington, as he had then caused the matter to be brought before Congress.

He did this by a memorial to Congress, which he drew in behalf of the Indians, and signed it as their attorney. This was introduced, at his instance, into the House of Representatives, and referred to the Committee on Indian Affairs. He succeeded in getting the committee to recommend an amendment to the Indian appropriation bill, giving to the Indians the sum of \$221,840—the amount reported by the Commissioner. This amendment passed the House as an item in the bill. It failed, however, in the Senate.

At the next session of Congress the undersigned was instrumental in getting introduced into the Senate a resolution instructing the Committee of Indian Affairs to inquire if any, and what amount was justly due these Indians; and the papers prepared by him were referred to this committee. The result was a report from this committee, wherein they declare that, in their opinion, there was due to the Menomonee Indians, from the United States, the sum of \$1,083,807 84, which was according "to the *true state of the accounts.*" But as they considered it possible that this was "an over estimate," they deemed it "safe and more prudent to state the account upon the basis of the quantity of land ascertained by survey to be contained in the tract east of the Wisconsin," by which mode of calculation they reported that they had ascertained that \$613,515 36 was "*the very least*" sum that was justly and equitably due from the United States to said Indians. They directed that an amendment should be moved to the Indian appropriation bill, in the Senate, appropriating this amount to the Indians. It was moved, but as the bill did not come up in the Senate until just before the close of the session, it was suggested that it be postponed till the next session, and with that view it was withdrawn.

After the close of this session the undersigned had another interview with the Commissioner of Indian Affairs, in which he called his attention to this business, and suggested his wish still to accommodate

it by treaty. The engagements of the Commissioner did not enable him at that time to consider of and examine the matter, and it was deferred until his convenience would enable him to do so.

On July 2, 1853, the undersigned addressed a letter to the Commissioner bringing the business before him in a more formal manner. In this letter he proposed the making of a treaty. He also informed the Commissioner of the fact that he had authority to conclude such a treaty, but expressed a willingness to yield to his views as to the best plan of accomplishing the object desired. The undersigned afterwards, August 23, 1853, addressed another letter to the Commissioner, in which he inquired whether it would be agreeable to him that the undersigned should meet him at either one of several cities while he was in the west, that they might confer together upon the subject. The undersigned waited with patience for an answer to these propositions, but he has *not yet received an answer to either of these letters.*

Not having heard from the Commissioner up to April, 1854, the undersigned came to Washington, with the purpose of bringing the matter again before Congress, if he did not then get an answer to the proposition made by him to the Commissioner. Within two days after he reached Washington he learned, to his surprise, that the superintendent of Indian affairs for the district in which Wisconsin is embraced, had left the city with instructions to make a treaty with the Indians. The undersigned immediately left Washington, and hurried to Milwaukee, the residence of the superintendent, with the purpose of having an interview with him before the treaty was made. He had such an interview on April 17, 1854, when he explained to the superintendent the relation he had borne to the Indians since September, 1850, and requested permission to accompany him into the Indian country, that he might advise the Indians as to the condition of their business in his hands, and at the same time protect his own personal interest. The superintendent informed the undersigned that he would not tell him when he intended to go into the Indian country, or when he expected to make the treaty; that he would not suffer the undersigned to go into the Indian country when he went there to make the treaty, either to advise the Indians how their business stood or to represent his own interests; that he would not recognize him or anybody else as attorney for the Indians, and would neither suffer him nor anybody else to talk to the Indians in reference to the proposed treaty; that he would make the treaty his own way, and that such were his instructions from Washington. This was the *first* time when anybody connected with the business of Indian affairs refused to recognize the undersigned as attorney for the Indians, and was the *first* notice he had that it was contemplated to make the treaty without his presence or without letting him know anything about it. When he received this information, however, he decided at once that he would not put himself in conflict with the authorities of the government, and returned to Washington.

A treaty was concluded with the Indians in the Indian country, on May 12, 1854, and afterwards laid before the Senate. By the 4th article of it, as it stood when signed, it was agreed that the United States should pay to the Indians *only* \$150,000, while the In-

dians were required to relinquish "all claims set up by them or *for them*," which of course, included the claim which the undersigned has set up "*for them*." While it was pending before the Senate, the undersigned knew nothing more of its contents than the sum which it proposed to pay the Indians, and when he saw so great a discrepancy between this sum and that which the Senate Committee of Indian Affairs had reported to be "*the very least*" that was due them, he deemed it his duty to call the attention of the Senate to the fact. After the Senate committee had reported that they should be paid \$613,515 36; he thought it unfair that they should be required to relinquish their claim for \$150,000, and that without having an opportunity of consulting with their attorney who had managed their business, exclusively, for *four* years. He accordingly addressed a letter to the senators from my own State, bringing these facts and others to their notice, and requesting that they be also brought to the notice of the Senate. The undersigned, of course, cannot tell what effect this letter had, but the treaty was amended by the Senate by adding \$92,686 to the \$150,000, contained in it originally, thus providing that \$242,686 should be paid to the Indians. Thus amended, it was ratified and published. The undersigned, however, did not obtain a copy of it so as to be informed of its contents in detail, until after the occurrence in the Indian country, to which he will hereafter refer.

Without having seen the treaty, he learned that there was no provision in it allowing him compensation for his services as attorney; but when he learned this, he had not yet learned when and how the money was to be paid. He accordingly visited the Indians on Wolf river, expecting to be there at the time of the payment of their annuities, so that he could meet the superintendent and agent there, and have a definite understanding with the Indians in reference to his compensation. He reached there at the time that he understood had been fixed for the payment, but the superintendent and agent had not arrived, though the Indians were assembled at their village. The undersigned remained as long as he possibly could consistently with his other business, and, as the superintendent and agent did not arrive, he asked the Indians to call a council that he might arrange his business with them. A council was accordingly held on the evening of the 4th of October, 1854, at the house of one of the principal chiefs, and was attended by *all* the chiefs of the tribe, a number of other Indians, and all the whites who chose to be present. At this council the undersigned explained to the Indians how he had managed their business, stating in substance to them the facts set out in this memorial. They asked him why he was not there when the treaty was made, and expressed their surprise at being told what had been said by the superintendent at Milwaukie. They then said they would not have signed the late treaty in the absence of the undersigned, if they had not been induced to believe that, if they did not, they would be removed to the west of the Mississippi, which they dreaded more than all other things, and which was a matter of far more moment to them than money. But they said that, notwithstanding they had signed the treaty, they were anxious to do whatever lay in their power

to comply with their contract with the undersigned, and pay him what they had promised.

The Indians then executed a paper, which was signed by *every* chief of the nation, in which they request the President and Congress to pay to the undersigned the one-third part of the sum allowed them in the late treaty, according to their agreement of February 15, 1851, and that the same shall be deducted from the amount hereafter to be paid them by said treaty. And they stipulate that the United States shall be forever discharged from the sum so paid; and that if it shall become necessary to depart from any of the conditions of said treaty, in order to pay said money, the same may be done, and if done, they ratify the same, and declare that it shall be binding upon the nation. This paper was fully interpreted by two interpreters, and is witnessed by them and five other persons who were present, who do understand and speak the Menomonee language. It is also witnessed by still five other persons who were present, who do not understand and speak the language. Duplicates of this paper were made at the time. One of these was given to the undersigned, and accompanies this memorial. The other, executed and attested in the same way, was retained by the Indians, with a request from the undersigned that, as the superintendent was not present, they would hand it to him when he came, to be sent to Washington, if, at that time, it was still the will of the nation.

The superintendent, in a report to the Commissioner of Indian Affairs, dated November 1, 1854, in speaking of this paper, says, that before he held a *council* of the Indians, some of the chiefs whom he asked about it "did not exactly know the purport of the paper," but that after the council met he interrogated them about it, when the hereditary head chief of the nation answered him by *handing him the paper*. The superintendent then says that he made a speech to them, which he reports so far as to show that he was persuading them to *repudiate* the paper; but, even after this, told him that they had *nothing more to say*, the contents of the paper fully expressing the wish of the nation; so that the undersigned is justified in saying that this paper not only expressed the will of the nation at the time it was made, but when it was handed to the superintendent. This latter fact would give it authenticity of itself.

These Indians insist upon the inviolability of their contract with the undersigned, and they now ask that Congress will give them the power to comply with its stipulations. And the undersigned, in his own behalf, asks that they may be permitted so to do. The time of the payment to the *government*, under this late treaty, can make but little difference to the United States, while it makes much difference to the undersigned. He made his contract with the sanction of all the officers of the government who were connected with the business. He made it at a time when a rule of the Indian office recognized and gave validity to such contracts, and when an opinion of the Attorney General had declared such to be the law. Good faith on the part of the United States, therefore, forbids that the government shall be instrumental in impairing the validity of his contract, or of destroy-

ing a right declared by its own authorities to be vested at the time it was created.

He made his contract more than four years ago. At the time it was made every precaution was taken to see that the amount of his compensation was fixed by the Indians themselves, without undue or other influence from any quarter. It has been all the time on the files of the Indian office, and not one word impairing its validity has been ever heard. All in office at the time it was made recognized it as fairly obtained. And, with this understanding, he has expended his own money for the benefit of these Indians, given his time away from his other pursuits, and has never received one dollar of compensation.

He, therefore, prays that the Senate and the House of Representatives will cause him to be paid what, under the foregoing circumstances, he is justly entitled to receive. And in duty bound, &c.

R. W. THOMPSON.

WASHINGTON, January 9, 1855.

No. 1.

Power of attorney from chiefs of the Menomonee Indians to me.

Whereas, a treaty was made at Lake Powaw-hay-kon-nay, in the State of Wisconsin, on the 18th day of October, 1848, between the United States, by William Medill, commissioner, and the Menomonee tribe of Indians, by the chiefs, headmen, and warriors of said tribe; and whereas, it is alleged by said tribe of Indians, that they were imposed on by said commissioner in the making of said treaty, and that they ought to be paid a large sum of money by the United States, in addition to the sum provided for therein:

Now, therefore, we, the undersigned, chiefs, headmen, and warriors of said tribe, constituting a deputation from said tribe, now in the city of Washington, do hereby constitute and appoint Richard W. Thompson our true and lawful attorney, and the true and lawful attorney of said tribe, to act for and in the name of said tribe, in the prosecution of said claim for additional compensation against the United States, with full authority to take testimony in the name of said tribe, and to do whatever may be necessary to be done in procuring said additional compensation, whether by an additional treaty or otherwise, and if by additional treaty to make all the necessary preliminary arrangements therefor with the proper authorities of the United States; and we do hereby request the President of the United States to recognize the said Thompson as our sole and only attorney for the purposes aforesaid; hereby ratifying and confirming for ourselves and our said tribe, whatever he may lawfully do in the premises as our said attorney.

In testimony whereof we, the said chiefs, headmen, and warriors,

have hereunto set our hands, this 9th day of September, 1850, at the city of Washington aforesaid.

Osh-kosh,	his x mark.
Ke-si-ney,	his x mark.
Shaw-wan-ne-penais,	his x mark.
Sho-na-nee,	his x mark.
Chi-co-tum,	his x mark.
La-mott,	his x mark.
Conow,	his x mark.
Wau-ke-chon,	his x mark.

Witnessed by—

JOHN B. JACOBS,

Rev. F. J. BONDUEL,

Superintendent, and pastor among the Menomonees.

Done in the Indian Office this 9th of September, 1850.

A. S. LOUGHRY, *Acting Commissioner.*

No. 2.

Power of attorney (and ratification) from Menomonee nation to Richard W. Thompson.

Whereas, a deputation of the chiefs, headmen, and warriors of the Menomonee nation of Indians, did, on the 9th day of September, 1850, at the city of Washington, make and execute a power of attorney, whereby they appointed Richard W. Thompson, of the State of Indiana, the true and lawful attorney of the said Menomonee nation of Indians, and authorized and empowered him to act for, and in the name of said nation, in the prosecution of the claim of said nation for the recovery of additional compensation from the United States for their lands in Wisconsin, and for the wrong done them by the treaty of the 18th October, 1848, made at Lake Powaw-hay-kon-nay.

And whereas, the said power of attorney has been fully made known and explained to us, now, therefore, we, the undersigned chiefs, headmen, and warriors of the said Menomonee nation, in common council assembled at Lake Powaw-hay-kon-nay in said nation, do hereby, in the name of our said nation, by these presents, ratify, sanction, and confirm the act aforesaid, of our said deputation, in making the aforesaid power of attorney, and in the employment of the said Richard W. Thompson, and do recognize the same as binding upon us in all respects, and as fully and effectually as if the said power of attorney had been executed in general council of said nation.

And we do hereby delegate to our said attorney full and ample power to conclude an agreement with our great father, the President of the United States, in relation to the aforesaid claim, and to agree upon, adjust, and settle the amount of money to be paid our said nation

in virtue thereof. Hereby ratifying and confirming what our said attorney may lawfully do in the premises.

Done in common council of the Menomonee nation, on the fifteenth day of February, 1851, and at Lake Powaw-hay-kon-nay, in said nation, in the State of Wisconsin.

Osh-kosh,	his x mark.
Jaw-man-tan, (by his son,)	his x mark.
Wy-tah-sauh,	his x mark.
Carrow Glande,	his x mark.
Sho-nee-nien,	his x mark.
Pe-je-pe-ka,	his x mark.
Little Wave,	his x mark.
Ah-ke-na-pe-new,	his x mark.
Wa-gid-jau,	his x mark.
Kee-chee-new, (per brother,)	his x mark.
Me-tt-iget,	his x mark.
Ka-sho-ka-she-ga,	his x mark.
Ekk-am-mot,	his x mark.
Wa-ta-ko-nay,	his x mark.
Pe-quaw-deg-ni-ni,	his x mark.
Lamotte,	his x mark.
Shaw-wan-on,	his x mark.
Shaw-poa-tuk,	his x mark.
Tah-ko,	his x mark.
Osh-kish-he-nay-new,	his x mark.
Ja-bo-she-ga,	his x mark.
Peter Jau-a-tak,	his x mark.
Che-quo-tum,	his x mark.
Sho-nee-nien,	his x mark.
Cha-wa-an,	his x mark.
Ah-ko-no-may, (per Osh-kosh, his father,)	his x mark.
Ar-ia-she,	his x mark.
Mekek,	his x mark.
Wa-pee-men-shaw,	his x mark.
Shaw-wa-no-gi-gig,	his x mark.

The foregoing was interpreted and fully explained to the said chiefs in council, before it was signed by them in our presence.

F. J. BLONDUEL,

Superintendent and Missionary.

GEORGE COWN,

JOHN B. JACOBS, *Interpreter.*

TALBOT PRICKET, *Interpreter.*

EDWARD F. SAWYER.

W. G. EWING, JR.

GEORGE F. WRIGHT.

We, the undersigned, Alexander Spaulding, register, and Edgar Conklin, receiver of the Green Bay land office, do hereby certify that we were present and heard the foregoing power of attorney to Richard W. Thompson, read and fully explained and interpreted by John B.

Jacobs and Talbert Pricket, interpreters sworn for that purpose, to a delegation of twelve of the principal chiefs of the Menomonee nation, whose names are subscribed thereto, viz: Corrow Glande, Wy-tah-sauh, Sho-ne-new, Lamotte, Shaw-wan-on, Tah-ko, Osh-kish-he-nay-new, Little Wave, Ah-kin-na-pe-new, Wau-gid-jau, Che-quo-tum, Shaw-poa-tuk, and who state that they came to acknowledge the same before their sub-agent at this place, who now is, and has been absent for the last twenty or thirty days, and they acknowledge the same to be their act and deed as chiefs of their nation, for the purposes therein expressed.

EDGAR CONKLIN,

Receiver United States Land Office.

ALEXANDER SPAULDING, *Register.*

GREEN BAY, *February* 28, 1851.

We hereby certify that the greater part of the within named principal chiefs and headmen of the Menomonee nation, whose names are signed to the foregoing power of attorney, appeared before us, this 10th day of March, A. D. 1851, at Lake Powaw-hay-gon, and having the contents of said power of attorney read, and fully interpreted and explained by us, acknowledged their signatures, and also stated that it was the wish of their people that we should certify to the same as being their free act and deed, without any undue influence having been made use of on the part of any one, and for the purposes therein expressed.

W. H. BRUCE,

Sub-Indian Agent.

WILLIAM POWELL,

United States Interpreter.

No. 3.

Agreement between Menomonee Indians and Richard W. Thompson.

For value received, I hereby assign an interest of one half in this contract to W. G. and G. W. Ewing.

R. W. THOMPSON.

WASHINGTON, *August* 2, 1852.

Whereas, a deputation of the chiefs, headmen, and warriors of the Menomonee nation of Indians, did, on the 9th day of September, 1850, at the city of Washington, make and execute a power of attorney, whereby they appointed Richard W. Thompson, of the State of Indiana, the true and lawful attorney of the said Menomonee nation of Indians, and authorized and empowered him to act for, and in the name of, the nation, for the recovery of additional compensation from the United States, for their lands in Wisconsin, and for the wrong done them by the treaty of the 18th October, 1848, made at Lake

Powaw-hay-kon-nay. And whereas, the said power of attorney has been fully made known and explained to us, and has this day been ratified and confirmed by us, now, therefore, we, the undersigned chiefs, headmen, and warriors of the said Menomonee nation, in common council assembled, at Lake Powaw-hay-kon-nay, in said nation, do hereby, for ourselves, and our said nation, agree and covenant with our said attorney, Richard W. Thompson, that he shall have and receive as compensation for the services he has rendered and shall hereafter render our said nation in the prosecution of said claim, thirty-three and one third per cent., or one third part of whatsoever sum may be allowed us by the United States, by virtue thereof, but with the express understanding that if nothing is allowed our nation on said claim, our said attorney shall receive no compensation whatever from our said nation.

And we, the chiefs, headmen, and warriors aforesaid, with the full and free consent of our nation, do hereby authorize and request our great father the President of the United States to cause to be paid to our said attorney, Richard W. Thompson, the aforesaid thirty-three and one third per cent., or one third part of whatever additional sum may be allowed our said nation, over and above the sum provided for by the treaty of 1848, and that he cause the same to be paid him at the treasury of the United States in the city of Washington, and out of the first money appropriated by virtue of any arrangement that may be made for the payment of our said claim. And we do hereby, for ourselves, and our said nation, authorize and empower our said attorney to execute the necessary receipt upon the payment of said money to him, and we do hereby ratify and confirm the same.

Done in common council of the Menomonee nation, on the fifteenth day of February, 1851, and at Lake Powaw-hay-kon-nay, in said nation, in the State of Wisconsin.

Osh-Kosh,	his x mark.
Jau-ma-tak, by his son,	his x mark.
Wy-tah-sauh,	his x mark.
Corrow Glande,	his x mark.
Sho-nee-nien,	his x mark.
Lamotte,	his x mark.
Shaw-wan-on,	his x mark.
Tah-ko,	his x mark.
Osh-kish-he-nay-new,	his x mark.
Little Wave,	his x mark.
Ah-ke-na-pe-new,	his x mark.
Wa-gid-jan,	his x mark.
Peter Jau-a-tak,	his x mark.
Che-quo-tum,	his x mark.
Shaw-poa-tuk,	his x mark.
Kee-chee-new,	his x mark.
Che-wa-an,	his x mark.
Mettigett,	his x mark.
Ja-bo-she-ga,	his x mark.
Ka-sha-ga-she-ga,	his x mark.
Wa-ta-ko-nay,	his x mark.

Wa-pa-men-shaw.	his x mark.
Sho-nee-nein, jr.,	his x mark.
Pe-je-pe-ka,	his x mark.
Ah-ko-no-nay, by Osh Kosh, his father,	his x mark.
Pe-quaw-deg-ni-ni,	his x mark.
Ar-ia-she,	his x mark.
Mekek,	his x mark.
Ekk-am-mot,	his x mark.
Shaw-wa-ni-gi-gig,	his x mark.

The foregoing was interpreted and fully explained to said chiefs in council, before it was signed by them, in our presence, and the compensation to their attorney fixed by them.

T. J. BONDUEL,

Superintendent and Missionary.

GEORGE COWN,

JOHN B. JACOBS, *Interpreter.*

TALBOT PRICKET, *Interpreter.*

EDWARD F. SAWYER.

STATE OF WISCONSIN, }
County of Winnebago, } *ss.*

Be it remembered that this day the chiefs, headmen, and warriors, of the Menomonee nation of Indians, who have, in national council assembled, signed the foregoing and aforesaid instrument, had the same fully interpreted and explained to them in my presence, and did thereupon acknowledge the same to be their act and deed for the purposes therein mentioned.

Given under my hand and seal this 17th day of February, A. D. [L. s.] 1851.

GEO. F. WRIGHT. *Notary Public.*

STATE OF WISCONSIN, }
County of Winnebago, } *ss.*

I, E. R. Baldwin, clerk of the circuit court of said county, certify that George F. Wright, who has signed the foregoing acknowledgment, is, and was at the date thereof, an acting notary public in and for said county, and that all his official acts are entitled to full faith and credit.

In testimony whereof, I hereunto set my hand and the seal of said [L. s.] court this 19th day of February, 1851.

E. R. BALDWIN. *Clerk.*

We, the undersigned, Alexander Spalding, register, and Edgar Conklin, receiver of the Green Bay land office, do hereby certify that we were present and heard the foregoing agreement with Richard W. Thompson read and fully explained and interpreted by John B. Jacob

and Talbert Pricket, interpreters, sworn for that purpose, to a delegation of twelve of the principal chiefs of the Menomonee nation, whose names are subscribed thereto, viz: Corrow Glande, Wy-tah-sauh, Shone-nien, Lamotte, Shaw-wan-on, Tah-ko, Osh-kish-he-may-new, Little Wave, Ah-kin-ma-pe-mew, Wau-gid-jau, Che-quo-tum, and Shaw-poa-tuk, and who state that they came to acknowledge the same before their sub-agent at this place, who now is and has been absent for the last twenty or thirty days, and they acknowledge the same to be their act and deed, as chiefs of their nation, for the purposes therein expressed.

EDGAR CONKLIN,

Receiver United States Land Office.

ALEXANDER SPAULDING, *Register.*

GREEN BAY, *February 28, 1851.*

We, the undersigned, W. H. Bruce, United States sub-agent for the Menomonee Indians, and William Powell, United States interpreter, hereby certify that the greater part of the within named principal chiefs and headmen of the Menomonee nation, whose names are signed to the foregoing agreement, appeared before us this 10th day of March, A. D. 1851, at Lake Powaw-hay-gon, and having the contents of said agreement read and fully interpreted and explained by us, acknowledged their signatures, and also stated that it was the wish of their people that we should certify to the same as being their free act and deed, without any undue influence having been made use of on the part of any one, and for the purposes therein expressed.

W. H. BRUCE, *Sub Indian Agent.*

WILLIAM POWELL,

United States Interpreter.

No. 4.

Letter of W. H. Bruce, enclosing letters of attorney, &c., to me from Menomonee Indians, March 22, 1851.

GREEN BAY SUB-AGENCY,
March 22, 1851.

SIR: In accordance with my communication of February 6th, I left this place on my usual visit to the schools and smith shops, and on my arrival at Osh-kosh, a place situated fifty miles hence, I there learned the necessity of my visiting a sick brother, who resides in the south part of this State, at a distance of about one hundred miles from Osh-kosh. My brother's situation being very precarious, and unfortunately the streams and roads becoming so impassable, I was detained longer than I had anticipated; supposing no inconvenience could be derived in any part of my official duties, I did not get back into my route until some days after the time I had expected. In consideration of this explanation, I hope the delay of reporting myself

at this sub-agency will not be attributed to a neglect of duty on my part.

On my return to Osh-kosh, which is near Lake Pow-hay-gomue, I learned there had been some business transacted among the Indians, and they wished to see the sub-agent.

I visited them on the 10th of March, and they then informed me that they had been to Green Bay, and on enquiry, I found that there was some papers which they wished me to certify to—herewith enclosed, please find copies of the same; also, you find a copy of a letter from R. W. Thompson, of Washington city, to the Indians, marked A.

The power of attorney you will find is marked B.

An agreement to give a certain amount of money by virtue of said power of attorney, C.

The depositions of Reverend Bonduel and others, D.

I then inquired whether these papers were made prior to their visit to Green Bay, and they said they were called together for the purpose of hearing Mr. Thompson's letter read, and then the papers were made out, after which time they wished to see me.

I then spent much time in fully explaining the effect of both the power of attorney and contract, and at the same time endeavoring to ascertain whether any undue influence had been practiced to obtain their signatures to said contract, and they utterly disclaimed any such procedure—at the same time wished that the papers might be certified to by myself and interpreter, and at their urgent request we acceded to their wishes, as the department will see by the enclosed papers.

Very respectfully, your obedient servant,

W. H. BRUCE,
Sub Indian Agent.

Hon. LUKE LEA,
Commissioner of Indian Affairs, Washington city.

No. 5.

Affidavit of Messrs. Bonduel, Cown, Jacobs, and Pricket.

STATE OF WISCONSIN, *County of Winnebago, February 17, 1851.*

We, the undersigned, were present at a national council of the Menomonee Indians, held at Lake Pow-aw-kou-nay, in Wisconsin, on the fifteenth day of February, 1851, when we heard read and explained to the chiefs, headmen and warriors of said nation, a letter from Richard W. Thompson, their attorney, in the city of Washington, and dated the 18th day of January, 1851; in said letter, the said Thompson expressly said to said Indians, that he would not name any sum to be paid him by said nation for his services as their attorney; but that he left that to be determined by the chiefs, headmen, and warriors themselves, as he had told their delegation in Washington he would do. Whereupon the said chiefs, headmen and warriors

consulted amongst themselves, and agreed to give said Thompson thirty-three and one third per cent, or one third part of whatever sum he should recover from the United States for them by virtue of the agreement now existing between them and him.

We also state, that they were not influenced to this determination by any persuasion, or the employment of any artifice whatever; but that the same was their voluntary act, and was perfectly well understood by them all.

We saw them execute the agreement and power of attorney to said Thompson of their own accord, which agreement bears the same date herewith.

F. J. BONDUDEL,
Superintendent and Missionary.
 GEORGE COWN,
 JOHN B. JACOBS,
 TALBOT PRICKET.

STATE OF WISCONSIN, }
 County of Winnebago. }

This day personally came before me, the undersigned, a notary public in and for said county, F. J. Bonduel, George Cown, John B. Jacobs, Talbot Pricket, who being duly sworn, did severally declare that the foregoing affidavit, signed by them, was true in substance and matter of fact.

[L. S.] Given under my hand and seal notarial, this seventeenth day of February, A. D. 1851.

GEORGE F. WRIGHT,
Notary Public.

STATE OF WISCONSIN, }
 County of Winnebago. } ss:

I, George F. Wright, a notary public in and for said county, do hereby certify that I am personally acquainted with the Reverend F. J. Bonduel, George Cown, John B. Jacobs, Talbot Pricket, and E. F. Sawyer (all citizens of this county except J. B. Jacobs,) who have witnessed the execution of a certain power of attorney and agreement of the Menomonee Indians to R. W. Thompson, dated the 15th day of February, A. D. 1851, and believe them to be of good moral character, and men of truth and veracity.

[L. S.] In testimony whereof, I have hereunto set my hand and seal notarial, this 19th day of February, A. D. 1851.

GEORGE F. WRIGHT,
Notary Public.

STATE OF WISCONSIN, }
 County of Winnebago. } ss:

I, E. R. Baldwin, clerk of the circuit court of said county, do hereby certify that I am personally acquainted with the Rev. F. J. Bonduel, George Cown, John B. Jacobs, Talbert Prickett, and E. F. Sawyer, (all citizens of this county except J. B. Jacobs.) who have witnessed the execution of a certain power of attorney and agreement of the Menomonee Indians to Colonel R. W. Thompson, dated the 15th day of February, A. D. 1851, and believe them to be of good moral character and men of truth and veracity.

In testimony whereof I have hereunto set my hand and seal [L. s.] of said court this 19th day of February, A. D. 1851.

E. R. BALDWIN, *Clerk.*

No. 6.

WASHINGTON, *May 24, 1851.*

SIR: I have been instructed by the Menomonee Indians to request that they be permitted, by the President of the United States, to remain on the lands now occupied by them in Wisconsin for another year, and until proper relief has been granted them by the United States for the wrong done them in the treaty of 1848. That treaty gives to the President power to remove them whenever, in his judgment, the lands they occupy shall be required, and, by an existing order, the time of removal is fixed for the 1st of June next month. There are many reasons why this order should not be executed, and why they should be permitted to remain longer.

It would not be consistent with fair or good policy upon the part of the government to require their removal until the injury done them by the treaty of 1848 has been repaired.

Many of them desire to become citizens of Wisconsin, and to cultivate the arts of peace, &c. And I think this tribe is now in a good condition to test the benefits which may be expected to result from this policy.

A considerable number of the citizens of Wisconsin have petitioned that they be permitted to remain.

It is yet very questionable whether the country set apart for them west of the Mississippi will not expose them to starvation, or to destruction from the more warlike tribes which would surround them.

Their crops for the present season are probably in the ground, and a removal now would require an abandonment of them.

There are many other reasons which satisfy me that they should not be removed, and I hope they will produce a like impression upon the minds of the President and yourself, and that the postponement they ask will be granted them.

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

R. W. THOMPSON,

Attorney for Menomonees.

Hon. LUKE LEA,

Commissioner of Indian Affairs.

No. 7.

Opinion of the Secretary of the Interior upon the mode of relief proposed by the Commissioner of Indian Affairs.

TO THE PRESIDENT: I herewith transmit to you the memorial of the Menomonee Indians, complaining that fraud and injustice have been practiced upon them by the late Commissioner of Indian Affairs, (Colonel Medill,) in the negotiation of the treaty for the purchase of their lands in Wisconsin. The proof in support of and against the memorial, and the argument of the counsel of the memorialists, (Mr. R. W. Thompson,) accompanying it, and also a paper embodying the opinion of the Commissioner of Indian Affairs upon the whole subject.

I have carefully considered all these papers, and am satisfied that great injustice has been done to the Indians by that treaty. Without pretending to determine the particular character of that injustice, I am satisfied it is such as would, if practiced between individuals, have entitled the injured party to redress in a court of equity.

Believing that this government should, in its intercourse with foreign nations, and more especially with Indian tribes, act upon those principles of justice and fairness which are recognized as the proper guide for the conduct of upright men, I have no hesitation in expressing the opinion that reparation should be made for the wrong which has been done.

The only question upon which there seems to be any difficulty, is as to the mode and measure of redress.

I concur entirely with the commissioner, that it would not be proper to open new negotiations, which might involve the parties in serious difficulties in case of a disagreement, and would, in any event, be followed by considerable expense and delay.

Nor do I think it would be expedient for the President to undertake to fix the compensation to be allowed them under the treaty of 1831. Assuming the existence of full power over the subject in the President, it is nevertheless one of great delicacy and responsibility; and as an appropriation will be necessary by Congress, to meet any allowance which may be made, and as Congress would then be obliged, in considering the appropriation, to review the action of the President on the subject, I have come to the conclusion that the wisest plan will be for the President to present the claim to the favorable consideration of Congress, with the earnest recommendation that provision be made by the law making and money appropriating branch of the government for the relief of the petitioners.

Very respectfully, your obedient servant,

ALEX' R. H. H. STUART.

APRIL 25, 1851.

DEPARTMENT OF THE INTERIOR, June 4, 1851.

The above is a true copy.

D. C. GODDARD.

No. 8.

*Letter to the Commissioner of Indian Affairs.*WESTPORT, MISSOURI, *July 2, 1853.*

SIR; I thought it altogether probable when I left home, that I should meet you in the country, as I expected you would attempt, by this time, to treat with the Nebraska Indians, and that I should then have an opportunity to converse with you in relation to the business of the Menomonee Indians, about which we had some conversation when I saw you. I came here to close up my business with the Shawnee Indians, and have been detained somewhat longer than I had expected. I write to you from here, therefore, so that I may receive your reply by the time I reach home.

The business of the Menomonees, so far as it is necessary to mention here, is in this condition: By act of Congress they were removed to their present location, and since then the legislature of Wisconsin have agreed by joint resolution that they may remain there. They desire to relinquish their title to the country owned by them upon the Crow Wing river, and in lieu of it to acquire title to the land where they now are. I have full and ample authority to do all this, and to settle all their affairs with the government, and will readily yield to your views in reference to the best plan of accomplishing the object. I would, however, suggest that you and I can, if it is agreeable to you, agree, in a very short while, by correspondence, upon the preliminaries of a treaty, and that then there will be nothing more to do but to send it to the superintendent and have him get the approval of the Indians. This will be the simplest and most economical plan, as it will cost nothing.

If this plan meets your views please let me know immediately, when I will prepare a statement of what the Indians desire for your consideration. In this way we can readily agree, I think, upon all the necessary preliminary conditions of a treaty.

I have the honor to be, very respectfully,

R. W. THOMPSON,

Attorney for Menomonees.

Hon. G. W. MANYPENNY,
Commissioner of Indian Affairs.

No. 9.

Extract from letter of R. W. Thompson to Commissioner of Indian Affairs.

TERRE HAUTE, *August 23, 1853.*

DEAR SIR:

* * * * *

Owing to this business I have been unable to prepare a statement which I designed to make in reference to the business of the Menomo-

nees I should like to do so at an early time, and if you will let me know when you will return to St. Louis I will have it there to meet you, if it is agreeable to you; or, if you would prefer it, I would, upon your return, meet you at Chicago, St. Louis, or Cleveland, and have a personal interview with you in reference to it.

I have the honor to be, very respectfully, your obedient servant,
R. W. THOMPSON.

Hon. G. W. MANYPENNY.

The letter of which the foregoing is part was sent to the care of the superintendent at St. Louis, with the view that it should meet him there on his way out to treat with the Kansas and Nebraska Indians.

No. 10.

Whereas, on the 9th September, 1850, at the city of Washington, before the Commissioner of Indian Affairs, a deputation of the chiefs and headmen of the Menomonee nation of Indians employed Richard W. Thompson, of the State of Indiana, to act as the attorney of said nation in endeavoring to prevent their removal west of the Mississippi river, and in the prosecution of a claim against the government of the United States for additional compensation for the lands sold by said nation to the United States, by the treaty of October 18, 1848; and whereas, our said nation, in general council assembled, did, on the 10th of February, 1851, ratify and approve the appointment and employment of said Thompson, as aforesaid; and whereas, on the 15th February, 1851, we, the chiefs, headmen, and warriors of our nation, in general council assembled, of our own free will and accord, and with the consent of the said nation, made our certain agreement, by which we promised that the said Thompson should have and receive thirty-three and one third per cent., or one third part of whatsoever sum should be allowed our nation by the United States in addition to what was allowed our said nation by the said treaty of October 18, 1848, for the faithful fulfillment of which agreement we, the said chiefs, did then pledge the honor and faith of our said nation, by the authority of the whole nation; and whereas, our said attorney has attended faithfully to the business aforesaid, since the said 9th September, 1850, and has secured to us a home upon Wolfe river, in Wisconsin, where we now live, and has obtained the consent of the legislature of that State that we may remain here, which was the most important object to be gained by our nation, as by the said treaty of 1848 we were to have been sent to the Crow Wing river, west of the Mississippi, where we would have been destroyed by the Chippewas, Winnebagoes, and Sioux—all of which services have been rendered by said attorney without the payment to him of a single dollar by our said nation; and whereas, we have lately made a treaty with the United States, by the provisions of which, and the amendment thereto made by the Senate of the United States, our nation is allowed, in

addition to what they were allowed by the said treaty of 1848, the sum of two hundred and forty-two thousand dollars, or thereabouts, to be made in the manner therein specified: Now, therefore, we, the undersigned, the chiefs and headmen of the Menomonee nation of Indians, in general council assembled, do hereby again ratify and confirm and recognize our said contract and agreement with our said attorney, and do hereby request our Great Father, the President of the United States, and the Congress of the United States, that he and they will pay, or cause to be paid, to our said attorney, Richard W. Thompson, the one third part of what is allowed our nation by the aforesaid last named treaty, to be paid him in money, at the city of Washington, and do hereby stipulate for ourselves and our said nation, that whatsoever sum shall be thus paid our said attorney shall be charged against the amount due us under said last named treaty, and deducted from the amount hereafter to be paid us by virtue thereof, in whatsoever manner the same is to be paid by said treaty, and that the United States shall be discharged therefrom forever hereafter; and we further request that the same be paid to our said attorney before any other claim against us is paid, out of the proceeds of the last named treaty; and we further stipulate and agree that if it shall be necessary to depart from any of the stipulations of said treaty, in order to pay said money to our said attorney, the same may be done, and, if done, the same is hereby ratified and declared to be binding upon our said nation.

Done, in general council, at the falls of Wolfe river, this 4th day of October, A. D. 1854.

Osh-kosh,	his x mark.
Ah-yah-me-taw,	his x mark.
Kee-she-nah,	his x mark.
Namotte,	his x mark.
Carron,	his x mark.
Wah-ke-chow,	his x mark.
Soulinee,	his x mark.
Tick-co,	his x mark.
Com-ah-ne-kin,	his x mark.
Wah-taw-sah,	his x mark.
Show-ne-on,	his x mark.
Shaw-boi-tock,	his x mark.
Osh-kee-he-nah-niew,	his x mark.
Ah-po-me-sah,	his x mark.
Mah-maw-kee-wilt,	his x mark.
I-yah-shee,	his x mark.
Pe-quah-co-nah,	his x mark.
Ah-ke-ne-bo-wee,	his x mark.
Pah-yah-we-sa,	his x mark.
Shaw-boi-ce-gay,	his x mark.
Nah-ma-hay-tock,	his x mark.

We, the undersigned, certify that we understand and speak the Menomonee language, and that the aforesaid instrument was fully interpreted to the chiefs and headmen of the Menomonee nation, in general council, on the 4th of October, 1854, at the falls of Wolfe river, and that they signed the same of their own free will and accord, fully understanding the contents thereof.

WILLIAM POWELL, *Interpreter.*
 WILLIAM JOHNSTON, *Interpreter.*
 JOHN G. KITTSONY.
 TALBOT PRICKET.
 GEORGE COWN.
 ALEX. GRIGNON.
 JOHN L. WILLIAMS.

We, the undersigned, certify that we were present and heard the aforesaid instrument explained by William Powell and William Johnston, interpreters, to the aforesaid chiefs and headmen, and that the same was signed by them, after said explanation, of their own free will and accord.

G. F. WRIGHT.
 DANIEL M. WHITNEY.
 G. D. GUSNAER.
 G. W. MURRAY.
 W. R. McKEON.

No. 11.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, April 23, 1851.

SIR: I have had the honor to receive a communication addressed to you, signed "R. W. Thompson, attorney for the Menomonee nation," dated 11th October last, and referred by you to this office for examination and report.

The communication of Mr. Thompson I find to be an elaborate and able argument, the object of which is to establish, according to the rules of law applicable to the facts of the case, the following positions:

1st. That the treaty with the Menomonee Indians, of 18th October, 1848, should be so interpreted as to mean that they thereby cede to the United States only 3,023,800 acres of land.

2d. That the treaty was effected by means of fraud, imposition, and violence, practiced upon the Indians by the commissioner who negotiated the treaty on the part of the United States. And

3d. That a new treaty should be made with said Indians, as the proper and only legal mode of redressing the wrongs and grievances of which they complain.

The argument of the attorney for the Menomonees throughout presents the whole question as one to be judicially considered and determined according to the strict rules of law governing cases of contract. Confining myself to this view of the subject, so far as the points submitted are concerned, I have arrived at the conclusion that the positions assumed are not well taken.

The material facts and testimony relied on in argument may be stated as follows:

The United States and the Menomonee nation of Indians made a treaty at Lake Powa-na-kay-kow-nay, in the State of Wisconsin, on the 8th of October, 1848.

The second article is in these words, to wit: "The said Menomonee tribe of Indians agree to cede, and do hereby agree to cede, sell, and to relinquish to the United States, all their lands in the State of Wisconsin, wherever situated."

As, preliminary to the making of this treaty, the question was submitted to the Attorney General of the United States, to determine the extent and quantity of the lands owned by these Indians, he gave an opinion on the 13th September, 1848, in which he examined the several treaties previously made with the Menomonees, and the agreement between them and other tribes in relation to their boundaries.

The result of his inquiry was—

"1st. That the Menomonees have no reasonable pretensions to the west of Black river, which they indicated in the treaty of 1825 as the extent of their claim in that direction.

"2d. That they have none beyond the limits which they specified and claimed in the treaty of 1831; and that the United States, having since purchased of other tribes the lands beyond those limits, cannot be called upon to pay for them again.

"3d. That within those limits they have no title whatever to the large triangular tract adjacent to, and west of, the line established between them and the Chippewas by the treaty of 1827, they having then relinquished any claim of title to the Chippewas.

"4th. That, subject to the three foregoing restrictions, they may cross the Wisconsin, into the territory claimed by the Winnebagoes, and show a title better than theirs, if they have one.

"5th. That the treaties of 1825 and 1827, fairly interpreted, with reasonable and legitimate inferences, would prevent them from crossing the line of 1825 into what was then regarded as the Chippewa territory, and preferring any claim there.

"6th. That the treaty of 1836 so far countenances some claim to the north of that line as to render it expedient, upon reasonable terms, to extinguish it, if a treaty should be made for the purchase of their acknowledged possessions."

After this opinion of the Attorney General was given, the Secretary of War issued his instructions to the commissioner who was appointed to negotiate the treaty. These instructions were dated September 14, 1848, and contained the following directions, to wit:

"In consequence of the conflict and confusion as to the true boundaries of the Menomonee country within the limits of the State of Wisconsin, I have taken the opinion of the Attorney General of the United States on the subject, and enclose to you a copy for your information. The President is disposed to treat the Indians with kindness and liberality; and while the extreme claims of the Menomonees to territory already purchased by the United States from the Chippewas and Winnebagoes cannot be recognized, you may, if a treaty can be effected at a cost *per acre* of the estimated quantity of land within the limits suggested by the Attorney General, *not exceeding that paid by the United States under the treaty with the Menomonees of September 3, 1836*, provide in the treaty for the purchase of all their claims to lands in Wisconsin, and stipulate for the payment of a sum *not exceeding the same rateable price as in the same treaty above referred to*; the quantity of land estimated to be within these limits, and to form the basis of your calculation of price, is *three millions twenty-three thousand and eight hundred acres.*"

Accompanying these instructions there was a map, prepared at the Topographical Bureau, under the direction of this office, in accordance with the foregoing opinion of the Attorney General. The area marked out on the map as the Menomonee tract was estimated to contain the number of acres mentioned in the instructions, to wit, 3,023,800 acres.

On the 12th of December, 1848, the Commissioner of the United States reported to the Secretary of War that he had consummated the treaty.

He said: "You will perceive that the Menomonees cede to the United States *all their lands in the State of Wisconsin, without any reservation whatever*; and that the resolution of the Senate of the 3d of March, 1843, has, in all other respects, been strictly observed.

"Some controversy has arisen in relation to the extent and boundaries of the country owned by these people, the principal chief claiming nearly *eight millions of acres*, whilst the department concede to them a much less quantity. The matter was referred to the Attorney General, who, upon a full examination of the numerous treaties heretofore made, as well with this as the various other tribes which formerly inhabited that region of country, gave an elaborate and satisfactory opinion on the subject. I was accordingly *limited in the recognition of their rights*, as will be seen by the letter of instructions, to 3,023,800 acres, and to the *same rate of compensation therefor which was paid for the land acquired from the same tribe by the treaty of 1836.*

"By the latter treaty the said Indians ceded to the United States 4,184,320 acres of land, for which they were to receive \$791,310 50, payable in the manner therein stipulated. A similar rate of compensation would make the 3,023,800 acres amount to \$571,840. But I ascertained, while in the country, that there was an error in the map which was before the Attorney General, in relation to the location of a small lake that determined the course of one of the boundary lines, and which, if so corrected as to conform with the representations there made, would probably increase the number of acres which I was authorized to recognize as belonging to the Indians to about 4,000,000.

This latter quantity, at a rate of compensation similar to that paid in the treaty of 1836, would amount to \$756,453.

"By the treaty now submitted, the compensation stipulated to be paid by the United States, in addition to the country set apart for the Menomonees west of the Mississippi river, is \$350,000, which is less than two-thirds of the maximum I was authorized to offer, and less than one-half, provided the error aforesaid should be corrected in the manner suggested, and the title of the Indians recognized to 4,000,000 of acres."

As Commissioner of Indian Affairs, in his annual report for the year 1848 and 1849, he thus speaks of this purchase:

"This important object, which unfavorable circumstances and influences have heretofore prevented being effected, has at length been attained, a treaty having recently been negotiated with them, the Menomonees, by myself, in their country, under instructions of the 14th September last, by which they cede all their lands in Wisconsin, containing about 4,000,000 of acres," &c.

On the 4th September, 1850, a deputation of the Menomonee Indians, consisting of nine chiefs and headmen, who were then in Washington, presented to the President of the United States, in behalf of their nation, a memorial, wherein, among other things, they allege that they were "*imposed on*" in the making of said treaty; and of the commissioner who made it they speak as follows: "He told them in council that they did not own more land in Wisconsin than from *one and a half to two and a half millions of acres.*"

"He exhibited to them a map which he said was made at Washington, setting forth the boundaries of their lands, and showing what he represented as the quantity owned by them. *They* also had a map of their country, which was shown to him, as containing the lands set apart and recognized as theirs by their former treaties with the United States; but he refused to have anything to do with it, and persisted in his aforesaid representation of the quantity, denying that they had any title beyond the lines laid down on his map." "He told the nation he would not give them more than the \$350,000 for said land, and threatened them with the authority of the United States, and its power to remove them at its pleasure, if they did not sign the said treaty."

"He threatened to degrade those of their chiefs who opposed the treaty, if they did not consent to the terms which he proposed; and declared that if they persisted in refusing to sign it, he would *remove them*, and appoint other chiefs who would sign it. Thus he induced some of their chiefs to sign said treaty *from fear*, and because they supposed that the United States would force them off their lands if they did not willingly sell and cede them."

"He told them expressly that if they signed the treaty, and the country set apart for them on the west side of the Mississippi was not good and suitable for them, they should be removed to a better country somewhere else."

"Although he professed to have the boundaries of all their lands marked out on his map, yet he did not describe the lands ceded in the treaty by these bounds; he made the treaty read so as to cede *'all their*

lands in the State of Wisconsin, wherever situated,' so as to include what was marked off on their map as well as his."

"When he returned to Washington, he represented to Congress, in his annual report for 1848-'49, that he had purchased of them, by this treaty, a tract of country containing 4,000,000 acres, which was nearly or quite twice as much as he represented to them that they owned."

On the same day that the memorial from the delegation of the Menomonee nation was received at this office, a communication was laid before the President of the United States from Thomas Wistar, jr., and Alfred Cope, two members of the Society of Friends, the first of whom had been selected by the President in the spring of 1849 to make a payment of the sum of \$40,000 to said Indians. This letter has been referred to this office.

The authors of it say, in reference to the aforesaid treaty:

"But did they make a treaty in any proper sense of the term? The Friends, on inquiry, had reason to believe that the treaty, as it is called, was imposed upon this unhappy and helpless people by the strong hand of power. They resolutely refused to sell their lands, until they were told by the United States commissioner that they had no alternative but submission to the terms prescribed, or expulsion without remuneration."

After having presented the aforesaid memorial to the President of the United States, through R. W. Thompson, esq., the Menomonees, on the 9th of September, 1850, constituted and appointed said Thompson the true and lawful attorney of the said tribe, to act for and in the name of the said tribe in seeking redress for their alleged wrongs; and they requested the President to recognize him as their sole and only attorney for said purpose. This power of attorney was signed by the chiefs and headmen, who constituted the deputation of said nation in this office, and was interpreted to said chiefs, and acknowledged by them in the presence of the then acting Commissioner of Indian Affairs.

These are the main facts in the case upon which the counsel of the Menomonees bases his argument.

I will now proceed to consider the positions he has assumed, in their order.

In support of the first position numerous authorities are cited, but the whole argument on this point presupposes that the treaty presents a case for *interpretation*, and all the authorities cited apply exclusively to such a case. In my judgment, this assumes for true what is not shown to be true, and what, in view of the terms of the treaty and the well settled rules of law, cannot be assumed. It is necessary, says Vattel in his chapter on *interpretation* of treaties, to establish rules founded on reason, authorized by the law of nature, capable of diffusing light over what is obscure, of determining what is uncertain, and of frustrating the views of him who acts with duplicity in forming the compact.

Let us begin with those that tend particularly to this last end, with those maxims of justice and equity which are calculated to repress fraud and to prevent the effect of its artifices.

The first general maxim of interpretation is, that it is not allowable to interpret what has no need of interpretation. When a deed is worded in clear and precise terms—when its meaning is evident, and leads to no absurd conclusion—there can be no reason for refusing to admit the meaning which such deed naturally presents. To go elsewhere in search of conjecture, in order to restrict or extend it, is but an attempt to elude it. If this dangerous method be once admitted, there will be no deed which it will not render useless.

However luminous each clause may be, however clear and precise the terms in which the deed is couched, all this will be of no avail if it be allowed to go in quest of extraneous arguments to prove that it is not to be understood in the sense which it naturally presents.—(*Vattel, sections 262, 263.*)

The same author lays it down as another general maxim that, on every occasion when a person could and ought to have made known his intention, we assume for true against him what he has sufficiently declared. This is an incontrovertible principle, applied to treaties; for if they are not a vain play of words, the contracting parties ought to express themselves in them with truth, and according to their real intentions. If the intention, which is sufficiently declared, were not to be taken, of course, as the true intention of him who speaks and enters into engagements, it would be perfectly useless to form contracts or treaties.—(*Vattel, section 266.*)

I have quoted the foregoing passages at length, because numerous extracts from the same author are introduced in the argument of Mr. Thompson, and because they forcibly illustrate the rules and principles of law which are decisive of the first point presented for consideration.

The terms of the treaty have been already quoted, and are so plain, definitive, precise, and determinate, as not to admit of doubt. Certainty of meaning precludes interpretation: or, in the language of Vattel, “it is not allowable to interpret what has no need of interpretation.” I conclude, therefore, that the Menomonees have ceded “all their lands in Wisconsin, wherever situated,” be the quantity what it may, unless the treaty is void for fraud; and this leads to the consideration of the second position assumed by their attorney.

In view of the peculiar relations existing between the government and the Indians within our limits, it is much to be desired that all our dealings with them should be characterized by justice and liberality. It is difficult to conceive of a charge more odious in its character, than that a treaty with a feeble and dependent tribe, solemnly ratified and confirmed by the Senate and President, as part of the supreme law of the land, has been effected by means of fraud and oppression. When governmental action is invoked, predicated on such a charge, its truth should be clearly and satisfactorily established. In the present case, the testimony on this point is mainly *ex parte*, and so far inadmissible on legal principles; but waiving objections to its character, and giving it all the weight it would be entitled to if regularly taken, it goes to show improper and reprehensible conduct on the part of the commissioner in negotiating the treaty, rather than the perpetration of an actual fraud. It consists, in part, of the affidavits of *ten persons*, who

all concur in stating that the commissioner represented to the Indians, at the time the treaty was made, that they owned only *one million six hundred thousand acres* in the State of Wisconsin. The same witnesses concur also in stating that the commissioner told the Indians that the sum he allowed them by the treaty, \$350,000, was more than he was instructed to pay them. They also state that he used menacing language towards the Indians, and threatened that they would be removed from their lands by force, if they did not sign the treaty; and that, in their opinion, the Indians executed the treaty under the influence of those threats and menaces.

This testimony is fully set forth in the extracts which follow:

Amos Dodge, a citizen of the State of Wisconsin, deposes "That he was at Lake Pow-an-kay-kon-nay, in the month of October, A. D. 1848, and attended the treaty councils held by William Medill, then Commissioner of Indian affairs, with the chiefs and headmen of the Menomonee tribe of Indians, and that said Medill, in said councils, repeatedly told said Indians, that their tract of land contained only about *sixteen hundred thousand acres*; that he was offering them *more* for the same than he was instructed by their great father to pay therefor; that at the last council he told said Indians, should the land on Crow Wing river not suit them, that the President (their great father) would make other arrangements for obtaining a new home for them to their satisfaction; and that the speeches of said Medill in said councils were filled with threats and menaces towards said Indians, by which means (in part) he was able to obtain (as he did) a signed treaty."

Conrad J. Coon, Talbot Pricket, Walter T. Webster, William Dickenson, Archibald Caldwell, George Cown, and L. H. Dickenson, all testify to the same; and, in addition, swear that they "verily and truly believe that said Indians signed the treaty of October 18, 1848, under the belief that, should they refuse, the government of the United States would violate their repeated pledges of protection, and send troops to force them to leave their homes."

Walter H. Besly and John H. Kitson testify, on oath, to the same; the latter adding, that the chiefs in council told said Medill that the hearts of their people were loaded with grief, and that at the last council, when the treaty was signed, *Osh Kosh*, the head chief, said to his fellow chiefs then in council: "My friends we cannot do otherwise, we are forced into it."

In addition to the above, other testimony, having reference to the general facts, but not to the representations of the commissioner as to the quantity of land owned by the Indians, is presented.

It consists of the affidavits of Charles Giesse, Franklin Cowden, Edward Decker, and Edward H. Sawyer, all of whom testify to being at the making of the treaty; affirm that representations were made by the commissioner whereby the Indians became alarmed, and were induced to execute the treaty; and this testimony is corroborated by a written statement of the Rev. F. J. Bonduel, superintendent of the school, and missionary pastor among said Indians.

The testimony thus briefly alluded to is full and explicit upon all the alleged points of wrong and grievance of which the Menomonees,

in their memorial, complain ; but does not, as already stated, amount to legal proof of fraud.

No where is it shown that the Indians were deceived by the alleged misrepresentations of the commissioner as to the quantity of land owned by them. From all that appears, they adhered throughout to the opinion that they owned much more than they in fact possessed.

Neither they nor the commissioner knew, or could know, the precise quantity ; and, from the nature of the transaction, the contract must be considered as one of hazard. It is proper, too, in this connexion to observe, that written statements are on file in this office which contradict many of the allegations of the memorial, and are at variance with the testimony presented by the counsel for the Menomonees ; they were made in answer to a petition from the "*Christian party of the Menomonees,*" previously submitted to the President, and referred to the department. In it were charges against the commissioner who negotiated the treaty, identical with those in the memorial subsequently presented by the "*Chiefs and headmen of the Menomonee nation,*" now under consideration.

These statements are made at length in answer to all the grievances complained of in said petition ; but I design to refer only to such portions as bear upon the points now to be determined.

William H. Bruce, the sub-agent, to whom a copy of the petition had been transmitted by this office, states that he was present at the making of the treaty, and denies that any thing derogatory to the character of the gentlemen employed in making it took place. He adds, if a mistake was made by Mr. Medill, it was owing to the maps before him. He also submits :

1st. A letter from the Hon. M. L. Martin, in which it is stated that he (Mr. Martin) was present with Commissioner Medill at the making of the treaty, and that every charge, either direct or by implication, against the latter, of improper conduct, is destitute of truth.

2d. A letter from A. G. Ellis, in which it is stated that the charges against Mr. Medill are gratuitous and malicious ; that the latter exhibited great kindness and patience to, and used no concealment with, the Indians ; that the opposition to the treaty came, not from the Indians, but from the half-breeds, the traders, and their missionary.

3d. The deposition of Samuel Ryan, which sustains the foregoing ; and,

4th. A letter from Colonel Francis Lee, United States army, in which he says, with some facts to give plausibility to the whole, the petition of the Christian party is a tissue of cunning fabrication ; looks upon it as a scheme to get money out of the treasury.

The statements thus briefly referred to, and which are, in part, intended to exonerate the commissioner from the charges preferred against him of misrepresentation, fraud, and violence in effecting the treaty, will be transmitted to you, in order that all the testimony in the possession of this office, bearing upon this important subject, may be laid before the President.

It remains, then, to be considered whether, under all the circumstances attending the making of the treaty of 1848, the appeal of the Menomonees to the clemency and justice of the government should be

regarded. Sound policy, it is respectfully suggested, would indicate that it should. A feeble and dependent people, with, to say the least of their pretensions, a claim to the protection and guardianship of the government, appealing to its clemency, where evidently they have not been dealt with as it was designed they should have been by those in authority, should not appeal in vain. In the language of the letter of instructions from the Secretary of War to the commissioner who made the treaty, these Indians should *now* be treated as the President was then disposed to treat them, "*with kindness and liberality;*" and this leads to the consideration of the third proposition submitted by their attorney.

"That a new treaty should be made with said Indians as the proper and only legal mode of redressing the wrongs and grievances of which they complain."

Admitting the proposition above stated, to the extent that a new treaty is a proper and legal mode of granting the relief prayed for by the Indians, yet, in my opinion, it is not the only, nor the most eligible, mode of "redressing the wrongs and grievances of which they complain."

It is subject to the objections of *delay and expense*, both of which may be obviated, if the remedy I shall suggest be adopted by the President.

By the treaty of 1831, provision was made for the manner in which the lands set apart as the future home of the tribe should be subsequently acquired by the United States. The provision to this effect was as follows:

"The boundary, as stated and defined in this agreement, of the Menomonee country, with the exception of the cessions hereinbefore made to the United States, the Menomonees 'claim as their country' that part of it adjoining the farming country, on the *west* side of the Fox river, will remain to them, as heretofore, for a hunting ground, *until the President of the United States shall deem it expedient to extinguish their title.* In that case the Menomonee tribe promised to surrender it immediately upon being notified of the desire of the government to possess it." *The additional annuity then to be paid to the Menomonee tribe to be fixed by the President of the United States.*

Subsequent treaties did not abrogate the foregoing provision, and by it ample power is given to the President to do full justice to these Indians. It is respectfully suggested that the clear meaning of this provision is, that the President shall have power to extinguish the title *without a treaty*, and by mere notice, for it says: "In that case," that is, when the President shall deem it expedient to extinguish the title, "the Menomonee tribe promise to surrender it immediately upon being notified of the desire of the government to possess it." And it further provides for the mode of compensation, or the sum to be paid, when the title is extinguished. This is also to be fixed by the President. It says, "*the additional annuity then to be paid to the Menomonee tribe to be fixed by the President of the United States.*" By this it was evidently intended to leave the whole question in the hands, and subject to the will, of the President.

Should the President decide to exercise the discretionary power vested in him by the treaty of 1831, the amount of the "*additional annuity,*" the manner of payment, whether in money or goods, and

the several dates at which payments shall be made, will have to be determined.

In fixing the *amount*, it may be well to refer to the instructions which preceded the negotiation of the treaty of 1848, and to the report of the Commissioner after it was consummated.

The Secretary of War, in his instructions to Mr. Medill, after informing him of the disposition of President Polk to treat the Indians with kindness and liberality, directed him to effect a treaty, at a cost per acre of the estimated quantity of land, "*not exceeding that paid by the United States under treaty with the Menomones of September 3, 1836,*" and estimated the quantity to form the basis of his calculation of price at 3,023,800 acres.

By the treaty of September 3, 1836, it appears, from the report of the Commissioner, that 4,184,320 acres were ceded to the United States, for which the Menomones were to receive the sum of \$791,510 50. A similar rate of payment would, as stated by the Commissioner, make the 3,023,800 acres amount to \$571,840. He, however, negotiated the treaty, which acquired for the United States all the lands claimed by the Menomones in Wisconsin for the sum of \$350,000, a sum far short of the maximum which he was authorized to offer. The number of acres, it appears from the same report, exceeded the estimate of the Secretary of War, being about 4,000,000; and this latter quantity, at a rate similar to that paid in the treaty of 1836, would amount to \$756,453.

It appears, then, by the treaty of 1836, the price paid for the 4,184,320 acres was 18 $\frac{1}{2}$ cents per acre; at the same rate only 1,851,851 acres would have been acquired for the \$350,000, paid under the treaty of 1848. It is alleged, however, by the Indians, that Mr. Medill stated that they owned only 1,600,000 acres, and that he was paying or offering them more for their lands than he was authorized by the President to offer. When, therefore, it is considered that 1,600,000 acres, at the *maximum* which the Commissioner was authorized to offer, amounts to \$302,400, and that it is alleged that he told the Indians he was agreeing to pay more than he was authorized to pay, there is reason to believe, and it is in evidence, that such a statement was made to them; and although it does not appear that they were deceived by it in regard to the quantity which they owned or claimed, yet it may be worthy of consideration, in connexion with the other facts and circumstances, in determining the additional compensation proper to be allowed them.

It is known that these people are helpless and dependent. Great dissatisfaction exists among them by reason of the treaty of 1848. The impression which generally prevails among *our own* citizens in their vicinity is that they have been hardly dealt with, and that the terms of their contract bear heavily upon them. The lands which by the treaty of 1848 they have surrendered are exceedingly valuable, and in extent, as computed at the General Land Office, exceed *five millions of acres*. To pay them now what the government under the administration of President Polk was willing to pay, is the least, taking all the circumstances into consideration, which, in the opinion of this office, it should do. The quantity then estimated to form the

basis of Mr. Medill's calculation of price was 3,023,800 acres. This, at the maximum which he was authorized to pay, would amount to \$571,840; and this is the least sum, after deducting the \$350,000 already paid, which, in my opinion, the government ought to pay, or which would satisfy the Indians. With this amount of additional annuity, properly applied, it is believed they would be content; it will satisfy them that the government designs to do them justice, and will so impress them with a sense of gratitude as to make them more obedient to those instrumentalities which may in future be employed to bring them under the influence of civilization and Christianity.

Immediately connected, too, with the settlement of this question is the fact that the period is rapidly approaching when these Indians will have to remove from their present residence to the one provided for them west of the Mississippi. The expenses of their removal they will themselves have to defray, and this is an additional reason why the most favorable consideration should be given to their petition for relief. Besides affording them the means of removing, a knowledge that an additional annuity had been granted to them would, no doubt, have a most beneficial effect in conciliating their good will, and leading them to a more ready acquiescence in the policy and measures of the government in regard to their future management.

The papers submitted by you are herewith returned, together with the memorial of the "Christian party" of the Menomonees, and the statements in answer thereto, to which reference has been made in the foregoing.

Very respectfully, your obedient servant,

L. LEA, *Commissioner.*

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

No. 12.

IN SENATE OF THE UNITED STATES, *February* 14, 1853.

Mr. WALKER made the following report.

The Committee on Indian Affairs, to whom it was referred to inquire into and report to the Senate, "what sum, if any, is equitably and justly due from the United States to the Menomonee tribe of Indians; and on what terms and conditions, and in what manner, such sum should be paid to said Indians," have had the inquiry under consideration, and now ask leave to report:

That, by the terms of the treaty of October 18, 1848, the Menomonees cede all their lands in the State of Wisconsin, for the sum of \$350,000, in addition to the country set apart for them west of the Mississippi. Now, if the quantity of land owned by these Indians was not materially under estimated by the government, and if they were paid without unreasonable deduction, at the rate and to the amount to which they were reasonably entitled for what they did cede, then it is

clear that they have no cause of complaint or of claim. To hold the contrary would be to subject the government to the inconvenience of readjusting its treaty arrangements and accounts with most, if not all, the Indian tribes with which it has ever made treaties of cession and acquisition.

The committee has, therefore, most seriously and laboriously turned its attention to the inquiry: first, did the authorities of the government materially under estimate the quantity of land owned by the Menomonees in Wisconsin, when fixing the basis of the treaty of 1848? and, second, did they, in settling the price to be paid, make unreasonable deduction from the rate or the amount to which these Indians were entitled for what they did in fact cede to the government?

By the instructions of the Secretary of War to the commissioner who negotiated the treaty of 1848, the quantity of land estimated to the Menomonees, and which was to form said basis, was but 3,023,800 acres. The committee cannot hesitate to pronounce this estimate too low; and not only too low, but so much so as to startle at once the sense of justice of any one who will inform himself of the facts. Indeed, so manifest has been the error of the estimate, that from the hour the commissioner arrived on the treaty ground, he seems to have become aware of it to a great extent, for he says in his report to the Secretary of War, of 12th December, 1848, that he "*ascertained, while in the country, that there was an error in the map which was before the Attorney General, in relation to the location of a small lake that determined the course of one of the boundary lines, and which, if so corrected as to conform with the representations there made, would probably increase the number of acres which I was authorized to recognize as belonging to the Indians to about 4,000,000.*"

As if desiring to impress the government with a knowledge of the fact that it had overreached these defenceless beings to the extent of, at least, about one million of acres, the Commissioner holds this language in his annual report for the years 1848 and 1849, when speaking of the conclusion of the treaty of 1848:

"This important object, which unfavorable circumstances and influences have heretofore prevented being effected, has at length been attained, a treaty having recently been negotiated with them, by myself, in their country, under instructions of the 14th September last, by which they cede all their lands in Wisconsin, *containing about four millions of acres,*" &c.

At the time the treaty was signed, the chiefs of the tribe claimed that they justly owned nearly eight million acres of land in Wisconsin. They have ever since claimed, and still claim, the same thing; and that the government has dealt hardly by and has stripped them of this vast extent of country, under an ostensible purchase of only 3,023,800 acres. These complaints and clamors have directed the attention of the proper functionaries of government to the subject, with a view to ascertaining whether or not they were founded in truth and justice. Investigation has shown to the satisfaction of the President, the Secretary of the Interior, and the Commissioner of Indian Affairs, and of the General Land Office, that if the Indians claim too much, the government has also taken from them vastly too much, and

has paid them for too little. In a letter of the present Commissioner of the General Land Office, which has been laid before the committee, the Commissioner estimates the area of the cession at 5,000,000 acres. This estimate is referred to with approbation by the Commissioner of Indian Affairs in his report to the Secretary of the Interior, of the 23d of April, 1851. This last report has been approved by the Secretary of the Interior and the President, as evinced by the two letters of the Secretary of the Interior accompanying this report, dated respectively the 12th and 16th of July, 1852. Upon a map accompanying the annual report of the Commissioner of the General Land Office, for the last two years, a district of country is laid down as the "*Menomonee cession of October 1848,*" which embraces, upon actual survey, 231 townships, or 5,322,240 acres. Within this tract is embraced about 92,000 acres of the cession of 1836, on the east side of the Wisconsin river, which being deducted from the above aggregate, leaves 5,230,240 acres as the acknowledged amount of the cession of 1848. The committee submit a copy of this map with their present report, having colored the district or tract just mentioned with red.

But it may be asked, by what authority is the Menomonee cession extended north of the southern line of the Chippewas, as established by the treaties of the 19th of August, 1825, and the 11th of August, 1827? The answer is a plain one. By those treaties the most southerly point of the southern line of the Chippewas was fixed at the Plover Portage of the Wisconsin river. By two treaties made with the Menomonees since the treaties of 1825 and 1827, the government has conceded that it *did not* consider the Menomonees bounded on the north by the southern line of the Chippewas. By one of these treaties (8th of February, 1831) the Menomonees are permitted to carry their northern boundary as far north as the head of the Menomonee river of Green bay, as shown on the map above alluded to; and by the other, (3d of September, 1836,) the government actually made a purchase from the Menomonees of 184,000 acres of land lying three miles on each side of the Wisconsin river, and extending north from the Plover Portage, or southern extreme of the Chippewa line, a distance of nearly forty miles.

From this it is manifest that the government has never restricted the Menomonees on the north to the southern line of the Chippewas; nor have the Menomonees ever deemed themselves so restricted. They had the best of reasons for supposing the contrary. Not only had the government allowed them to bound their country far north of that line, but it had fully recognized their title by making a purchase and accepting a cession from them north of it.

It will be perceived, by reference to the map herewith submitted, that the Menomonees' cession, indicated in red, lies entirely east of the Wisconsin river. But in point of fact, did not the Menomonees, at the date of the treaty of 1848, also own the country west of that river to Black river, and north of the Manoy or Lemonweir river, as indicated by the tract colored on the map with green? The committee is of that opinion, and for the following reasons:

By the 8th article of the treaty of the 19th August, 1825, the Menomonees claim Black river as their western boundary. This claim was

made in the presence of the government commissioners, and the delegates of the Sioux, Chippewas, Sacs and Foxes, Iowas, Winnebagoes, Ottawas, and Pottawatomies, and was disputed by neither. In the treaty of the 8th February, 1831, they extend their boundary even further west—making the Chippewa river their western boundary; and for a southern line, west of the Wisconsin, they take a line from the mouth of the Chippewa, across Black river, to the forks of the Manoy (now called the Lemonweir) river, and down that river to the Wisconsin. But limiting them to Black river on the west, and by the southern line and the Manoy, as described in the treaty of 1831, we find them to have been entitled to this additional tract of land, between the Wisconsin and Black rivers, amounting to 108 townships, or 2,488,320 acres; which added to 5,230,240 acres east of the Wisconsin—and which is now conceded to have belonged to the Menomonees—and the amount of the cession of 1848 would appear to have been 7,718,560 acres. The committee has searched in vain to find any act of the Menomonees by which they have ever divested themselves, or been divested, of this Wisconsin and Black river tract. On the contrary of such a fact, the committee finds that the government expressly recognized their title west of the Wisconsin, by the purchase from them in 1836 of about 92,000 acres of land west of that river. The Menomonees have never ceased to claim this tract of country; and both before and at the time of making the treaty of 1848, Oshkosh, the head chief of the Menomonees, and both a good and sensible man, claimed that his tribe owned nearly 8,000,000 acres in Wisconsin. It was in view of this continued claim that the Attorney General, to whom this matter was referred before the treaty of 1848, used the following language in his opinion given on the occasion of that reference:

“They (the Menomonees) may cross the Wisconsin river into the territory claimed by the Winnebagoes, and show a title better than theirs, if they have one.”

To show this better title, what more could an Indian say than this; “In 1825 we claimed to Black river, in the presence of our white brother and the Winnebago, and neither disputed our claim; we have occupied and hunted over the country ever since, until 1836, when our Great Father, wanting a part of this country, applied to us to buy, and not to the Winnebago: and we, and not the Winnebago, sold to our Great Father. From 1836 to the present hour we have continued to occupy what we did not then sell. Our camps were there and our families were there, when our warriors went forth to assist you in your battles against the Winnebago: yet you will say our title is no better than the Winnebago’s, when he only came upon our country by sufferance or usurpation, and, by his craft and intrigue, induced you to buy from him what belonged not to him but to us.”

All this might be said by the Menomonee, and at the same time truly said. The committee, therefore, cannot gainsay the title of the Menomonees to this tract. Whatever of usurped title the government may have seemed to recognize in the Winnebagoes, the committee are forced to the conviction that the Menomonees had a “better title than theirs” to this tract of country.

The real amount of land ceded by the treaty of 1848 would appear, then, to have been, as before stated, 7,718,560 acres, while the maxi-

imum estimated and fixed as the basis of treaty was but 3,023,800 acres. The difference is 4,689,760 acres; and this difference the government has acquired without price, and the Indians have lost without consideration, and are now without the power to redress the wrong; for, by the terms of the treaty, they *cede all their lands in Wisconsin, wherever situated.*

The committee cannot, however, come to any other conclusion than that the government did materially and unreasonably under estimate the lands of the Menomonees, in fixing the maximum at 3,023,800 acres, and that humanity and justice alike forbid that the country should avail itself of the enormous difference; but, on the contrary, that these, as well as sound policy, would dictate the propriety of readjusting the financial relations of the government with this ever friendly, yet now poor, helpless, and defenceless people.

What is shown to have been the loss of these Indians in land, is not the only loss they sustained by the treaty of 1848, or rather by the manner in which its terms were settled by the commissioner who negotiated it. This brings the committee to the second branch of the inquiry: Did the government, in settling the price to be paid, make unreasonable deduction from the rate or amount to which the tribe was reasonably entitled for what it did in fact cede?

By the instructions to the negotiator of the treaty he was authorized to pay for a cession of the Menomonee lands, at a rate "*per acre not exceeding that paid by the United States under the treaty with the Menomonees of September 3, 1836.*"

Now, the rate per acre paid by the United States under the treaty of 1836 was $18\frac{2}{10}$ cents. If the negotiator had allowed at this rate for even the under estimated maximum of 3,023,800 acres, to which he was restricted by his instructions, it would have amounted to \$571,498 20; whereas, he allowed but 350,000 for the limited maximum, which would be at the rate of but eleven cents and a fraction per acre. Here, then, the Indians were subjected to a deduction and loss, in the authorized price, of \$221,498 20, supposing them to have owned but the amount of land fixed as the maximum.

But suppose the quantity of land to have been what the negotiator says he discovered it was while in the country—4,000,000 acres; this, at the rate of the treaty of 1836, or $18\frac{2}{10}$ cents per acre, would amount to \$756,000. The amount received for this increased quantity was, likewise, but \$350,000; showing, under this state of the case, a loss to the Indians of \$406,000.

And again suppose the quantity of land actually ceded to be what it is estimated to be at the General Land Office—5,000,000 acres; this, at the authorized rate of the treaty of 1836, would amount to \$945,000. But for this still increased quantity the Indians were paid but \$350,000, sustaining, upon this basis, a loss of \$595,000. Yet we have seen that an actual survey has demonstrated the fact that the actual quantity of land embraced in the tract east of the Wisconsin river—confessedly the Menomonee cession of 1848—is 5,230,240 acres. This quantity, at the authorized rate of $18\frac{2}{10}$ cents per acre, would have given the Indians \$988,515 36. And yet they received for all this but the sum so often mentioned, or \$638,515 36 less than they were entitled to, for their land east of the Wisconsin alone.

But concede the Menomonee title to the country between the Wisconsin and Black rivers, and the case stands thus: East of the Wisconsin, 5,230,240 acres; west of the Wisconsin, 2,488,320 acres, making an aggregate of 7,718,560 acres. This quantity at 18 $\frac{1}{10}$ cents per acre, would entitle the Indians to the sum of \$1,458,807 84. Deduct from this sum the amount paid, and the balance in favor of the tribe would be \$1,108,807 84.

The committee is aware that this statement of the case seems incredible; yet, as regards the quantity of land, they would remind the Senate that it is no more than the Indians have always claimed; and as regards the price, it is but what they received for their lands under the treaty of 1836, and what the commissioner was authorized by his instructions to stipulate for, by the treaty of 1848. What makes the statement above seem incredible, is the enormity of the difference between the estimated and *actual* quantity of land ceded; and between the price *authorized* to be paid, and *that which was actually paid*. Were the treaty *now* to be made, it cannot be presumed that the maximum of land would be estimated at a quantity less than 5,230,240 acres; for this is now known to be contained in the single tract east of the Wisconsin; and surely 18 $\frac{1}{10}$ cents per acre would not be deemed an extravagant price for land of the most fertile and beautiful character, when it is remembered that within a year the Senate has ratified a treaty stipulating to pay about 60 cents per acre for land upon the St. Peter's river, in Minnesota.

While it is thus clear that the maximum would not be estimated at less than the quantity known to be contained in the tract east of the Wisconsin, is it any less clear that the maximum would be estimated to include the tract west of the Wisconsin? If so, it could only be in consequence of some supposed superior title in the Winnebagoes. Title in the Winnebagoes must be found, if found at all, in the 7th article of the treaty of 19th August, 1825. But it must be borne in mind that this article claims also all east, to and including Winnebago lake, and concludes with these words: "But, for the causes stated in the next article, *this line from Black river must, for the present, be left indeterminate.*"

In the next or 8th article of the same treaty, the Menomonees dispute the Winnebago title, and claim, as before stated, west to Black river. In 1831 they reassert their title, and that, too, with the approbation of the government; while the Winnebagoes never again allude to their claim to the country in question, notwithstanding they cede land elsewhere to the government, by treaties of 1829 and 1832. In 1837, however, without designating any particular locality, they enter into this sweeping and comprehensive stipulation with the government: "ARTICLE 1.—*The Winnebago nation of Indians cede to the United States all their land east of the Mississippi river.*"

Here, then, we have the whole of the Winnebago title or claim, so far as it conflicts with that of the Menomonees; while the Menomonee claim starts with the year 1825, is reasserted in 1831, and again in 1836, when they sell a part to the government; and from the beginning down to the treaty of 1848, they are in possession and occupancy of the country.

The conclusion would therefore seem irresistible, that the Menomo-

nee title to the country between the Wisconsin and Black river was as complete as to any other part of their acknowledged cession. If so, with the knowledge at present possessed upon the subject, an estimate of the Menomonee lands would necessarily include the country in question.

How, then, stands the case? The government has obtained a cession of 7,718,560 acres of land, worth at least as many dollars, after paying all expenses, for which she has paid but \$350,000. Here is a clear gain of \$7,368,560. The committee is not aware of any like speculation by the government in its negotiations with mankind, either savage or civilized. And upon whom is this speculation made? Upon a nation of reputed savages—once wealthy and powerful, indeed, but now poor and helpless in the extreme, but whose glory it is to boast that they have never yet shed the blood or taken the scalp of a white man; upon a nation of friends—early and long tried, but still friends—who from 1812 to the late Indian war of the Northwest, have always been found the firm and steadfast allies of our country. But such has been their treatment in return. Still, however, they faithfully maintain their plighted amity, and await, with hope, the justice of the government.

But as the Menomonees did in fact contract, at the rate of eleven cents and a fraction per acre, for their land, it may be asked on what ground the committee bases the right of the Indians to a higher rate? The committee readily concedes, that if the Indians so agreed, with a full knowledge of all the facts and circumstances surrounding the transaction, there would be no foundation for a claim to a higher rate. But did they possess this knowledge? Were they informed that the President had authorized the negotiator to pay as high as 18 $\frac{2}{10}$ cents per acre? If not—and it nowhere appears that they were—there was an omission to inform them of what was most vitally essential to their rights; for it was to the rate prescribed by the President, and not to that which might be bargained for by the negotiator, that the Indians had a right to look for the rule of compensation for their lands—and this, too, by express treaty stipulation. By the treaty of the 8th of February, 1831, it was stipulated between these same Indians and the government as follows:

“That part of it (their country) adjoining the farming country, on the west side of Fox river, (which is the country ceded by the treaty of 1848,) will remain to them, as heretofore, for a hunting-ground, until the President of the United States shall deem it expedient to extinguish their title. In that case, the Menomonee tribe promise to surrender it immediately upon being notified of the desire of government to possess it; the additional annuity then to be paid to the Menomonee tribe to be fixed by the President of the United States.”

In this clause the term “annuity” is clearly used in the sense of compensation; for an “annuity” is a continuous thing, and could not be said “then to be paid.” In this sense, then, it became the duty of the President from that hour, whenever the title of the Menomonees to the country named should be extinguished, to fix “the additional compensation then to be paid to the Menomonee tribe.” By his instructions to the negotiator of the treaty of 1848, the President declares that he “is disposed to treat the Indians with kindness and

liberality," and then proceeds to limit, if he does not fix, the compensation for their land *at a rate not exceeding that of the treaty of September 3, 1836, or 18¹/₁₀ cents per acre.* But of all this, for aught that appears to the committee, the Indians were kept in entire and profound ignorance. Was this treating them "with kindness and liberality?" Had they not a right to inquire and to know, since they were now "notified of the desire of government to possess their country," and that the time had come when they must fulfil their "promise to surrender it immediately;" what rate of compensation the President had named? And when this was made known to them, were they not entitled to this rate? Or did "kindness and liberality" require that they should be made to submit to such terms as might be substituted, in lieu, by keen and subtle diplomacy? Whatever view others may take of these questions, the committee can come to no other conclusion than that the Indians were entitled to the highest rate of compensation fixed by the President; and that subjecting them to a less rate was an infraction of the spirit, if not the letter, of the treaty of the 8th February, 1831. This is the ground on which the committee base the right of the Menomonees to a higher price for their lands than that for which they were induced, under the circumstances, to contract.

Still it may be said that the President did not, in point of fact, fix, but only limited the compensation, or rate of compensation. The plain answer is, that it was his *duty*, under the treaty of 1831, to fix it; and for the government now to take advantage of the fact that he did not, is nothing more nor less than to take advantage of its own wrong, and thereby leaving the Indians subject to all the disadvantages resulting from that wrong, the superior tact of the government, and their own ignorance in matters of negotiation.

In what the committee has said, it is no part of its design to censure the negotiator of the treaty of 1848. In the opinion of the committee, no justification can be found for saying more than this: that he misconstrued his instructions, and stood too firmly and rigidly by the pecuniary interests of his country—an offence, if it be one, with which too few can be charged at this day. Had he been negotiating with an enlightened and independent nation, the consummation of such a treaty would have constituted one of the finest, as it certainly was one of the most successful, strokes of diplomacy.

The committee will conclude this branch of their subject by stating the account as they understand it.

The United States,	To the Menomonee tribe of Indians,	Dr.
To 7,718,560 acres of land, ceded by treaty of 18th October, 1848, at 18 ¹ / ₁₀ cents per acre, amounting to	-	\$1,458,807 84
Deduct amount paid under same treaty	\$350,000	
Deduct appropriation for removal to their present location	-	25,000
	<hr style="width: 50%; margin-left: auto; margin-right: 0;"/>	375,000 00
Amount due from the United States to said Indians	-	<hr style="width: 50%; margin-left: auto; margin-right: 0;"/> 1,083,807 84

This is the true state of the accounts between the government and the Menomonees, in the opinion of the committee; but as it may be possible that theirs is an over estimate, they deem it safer and more prudent to state the account upon the basis of the quantity of land ascertained by survey to be contained in the tract east of the Wisconsin, thus:

The United States,	To the Menomonee tribe of Indians,	Dr.
To 5,230,240 acres of land, ceded by treaty of 18th October, 1848, at $18\frac{2}{10}$ cents per acre	-	\$988,515 36
Deduct amount paid under same treaty	\$350,000	
Deduct appropriation for removal to their present location	- - - - 25,000	
	<hr/>	375,000 00
Amount justly and equitably due from the United States to said Indians	- - - -	<hr/> <hr/> 613,515 36

This sum is the very least, in the opinion of the committee, which will discharge the claims of justice upon the government, in favor of the Menomonee Indians.

In compliance with the instructions of the Senate, it only remains that the committee report "on what terms and conditions, and in what manner, such sum should be paid to said Indians."

The committee is fully impressed with the difficulty of this branch of the subject, and has reflected upon and considered it with a sincere desire to adjust it in such a manner as to accomplish the most lasting and permanent good to the Indians, and at the same time to do no injustice to the government, or individuals. The committee has, consequently, concluded to recommend that, in making the appropriation, it be provided that the sum appropriated shall remain in the treasury, subject, first, to the payment of such debts or demands upon them as they may expressly assent to in council, in presence of the local agent, after the passage of the act making the appropriation, and the full and fair notification of the fact to the Indians; and, second, to be invested for or paid to the Indians in such manner and at such times as may be agreed upon by and between the President and the chiefs of the tribe.

The committee, therefore, has directed that the following amendment be offered to the Indian appropriation bill and which it is earnestly recommended may be passed:

And be it further enacted, That there be, and hereby is, appropriated, out of any unappropriated money in the treasury, for the benefit of the Menomonee tribe of Indians, the sum of six hundred and thirteen thousand five hundred and fifteen dollars; the said sum being the consideration in full, at the rate of eighteen and nine-tenth cents per acre, for five million two hundred and thirty thousand two hundred and forty acres of land in Wisconsin, ceded by said Indians under treaty of October 18, 1848, after deducting the sum of three hundred and fifty thousand dollars allowed by said treaty, and twenty-five thousand since appropriated to said Indians. The said sum, however, to remain in

the custody of the Secretary of the Treasury for the time being, subject to the disposition following—that is to say:

First, so much thereof as may be necessary to the payment of such debts and demands of and upon such Indians as they shall, in the presence of the proper local agent or superintendent, expressly admit and sanction as just and due, in a council to be called for that purpose, after the passage of this act, and the notification thereof to them, and of the amount hereby appropriated for their benefit; a true and correct list of which debts and demands, with a statement of the general character of each, properly certified by such agent or superintendent, shall be forwarded to the President of the United States, who shall order the same to be paid out of this appropriation, if he shall be satisfied that the same were freely and voluntarily admitted and sanctioned as aforesaid; and second, the balance to be invested for, or paid to said Indians, in such manner and sums, and at such times as may be agreed upon and stipulated for, by and between the President of the United States and the chiefs of the said tribe.

No. 13.

Copy of rules respecting powers of attorney executed by Indians, prescribed by W. L. Marcy, Secretary of War, October 1, 1846.

WAR DEPARTMENT, October 1, 1846.

SIR: The practice which has heretofore prevailed, to a considerable extent, of paying moneys due to Indians on powers of attorney given by them is wholly inconsistent with the duty of government to pay over to them promptly, and without abatement, whatever may be due to them under any treaty or law, or for any claim whatever to which they may be justly entitled. Agents are appointed and paid by the government to attend to their business for them, and they should be the medium of all their communications with the government, whether in relation to any claims they may have, or to their wants or wishes upon any other subject.

Considering how easily Indians are imposed upon, to permit them to dispose of their claims, as is frequently done for a very inadequate consideration, or to employ persons to collect them, to whom they give powers of attorney, and who thereupon draw the money and keep whatever amount of it they may see proper as their compensation, is to neglect the duty of the government towards them, and to allow them to do wrong and injustice to themselves. The practice referred to should therefore be discountenanced, and you will instruct all the superintendents, agents, and sub-agents of the Indian department that it will be, and direct them to give the Indians under their charge clearly to understand that hereafter all their claims, wants or wishes should be communicated to the department through them, when they will be promptly attended to, and full justice done them.

Should any Indian or Indians, however, notwithstanding the above

determination, persist in giving powers of attorney, no part of the sum which may be recovered thereupon will be paid to the persons holding them, except such an amount as, under the circumstances of the case, may appear to the department to be a fair and just compensation for their trouble and expense. The remainder will, in all cases, be remitted to the agent or sub-agent for payment to the Indian claimant in person.

Very respectfully, your obedient servant,

W. L. MARCY,
Secretary of War.

W. M. MEDILL, Esq.,
Commissioner of Indian Affairs.

No. 14.

Memorial of the chiefs, headmen, and warriors of the Menomonee nation of Indians, asking additional compensation for lands ceded to the United States by the treaty of October 18, 1848.

To the Senate and House of Representatives of the United States in Congress assembled:

Your memorialists, the chiefs, headmen, and warriors of the Menomonee nation of Indians, beg leave to represent unto your honorable bodies as follows:

That, on the 8th day of October, 1848, they made a treaty with the United States, by which they ceded to the United States, in behalf of their tribe, "all their lands in the State of Wisconsin, wherever situated."

That at the time of the making of this treaty they had no accurate means of knowing how much land they held in the State of Wisconsin, but as they had procured a map of their tract to be made by a complete surveyor, they supposed that they owned within the lines laid down by him six or eight millions of acres, and so insisted before the commissioner who made said treaty.

That the said commissioner refused to have anything to do with said map, or to recognize the lines laid down upon it, but, at the making of said treaty, declared that he would be governed alone by a map then in his own possession, and which, he said, he had caused to be made in the city of Washington before leaving there.

That the said commissioner insisted and declared that the lines of the tract, as laid down upon the map in his possession, were the true and correct lines, and that their said nation had no shadow of title beyond them; he also insisted and declared that the whole tract within these lines on his map contained only 1,600,000 acres, and that this was the entire quantity of land owned by their said nation in the said State of Wisconsin.

That the said commissioner insisted and declared that their said nation had no just *title* to any of these lands, and that their great father, the President, could drive them off whenever he pleased; and that if their nation did not then agree to make a treaty, he would drive them off to make room for the whites, and then they would get nothing.

That the said commissioner drew up the treaty of 1818, as it now stands, and declared to their said nation that the sum which the said treaty proposed to give them was all that their great father, the President, had instructed him to pay them for all their lands, let them contain whatever number of acres they might; that he would not give them any more, and that if they did not take the treaty just as he had prepared it they would be driven off the lands without any compensation at all.

That, under these circumstances, they were ignorant of their just legal rights, and executed the said treaty because they feared that what the commissioner told them would actually occur, and that they would be driven away from their homes without pay for their lands.

That the Menomonee nation boasts of nothing in its history more than its devotion to the whites, which it has always manifested both in war and peace, and nothing but this feeling, mingled with the fear which the commissioner had excited, could have induced them to sign the said treaty; they supposed that it was the wish of their great father, the President, and therefore executed it, having the fullest confidence that he would not permit injustice and wrong to be done them.

That the nation of the undersigned has never been satisfied with said treaty, but have complained of it, in various modes of complaint, ever since it was executed, under the conviction that it has done them great wrong.

That since the said treaty was made they have discovered a great many important facts which they could not possibly have any means of knowing at the time of the treaty, and which, if they had known at the time, would have caused them to refuse obedience to the commands of the commissioner, and appeal directly to their great father, the President, for justice, and the preservation of their rights.

That instead of being told by the President to pay them only \$350,000 for *all* their lands in Wisconsin, the commissioner was authorized to pay them at the same rate of compensation they had received under their treaty of 1836, which was eighteen and nine-tenths cents *per acre*.

That, instead of the contents of their tract being only 1,600,000 acres, according to the map in the possession of the commissioner, at the time of the treaty, that map showed the number of acres to be 3,023,000.

That the question of the contents and extent of their said tract had been submitted to the Attorney General of the United States before the commissioner left the city of Washington to make said treaty, and that the aforesaid estimate of 3,023,000 acres of land was predicated upon the opinion given by him.

That this opinion of the Attorney General, and estimate of quantity

predicated upon it, was placed before the Secretary of War, when he prepared the instructions of the President to said commissioner, which enabled both him and the President to see that, according to said instructions, they had authorized the said commissioner to pay said nation for their lands the sum of \$521,840, even although their tract should contain no more than said 3,023,000 acres.

That the instructions of the President to the said commissioner, given through the Secretary of War, and in possession of said commissioner at the time of the making of said treaty, expressly directed said commissioner that the estimate of 3,023,000 acres should "*form the basis of your [his] calculation of price*"—of which important fact the nation of your memorialists could not possibly have any knowledge.

That the said commissioner, at the time he made said treaty, had knowledge of these facts and did not communicate them to your memorialists; that he also had knowledge of the fact that the Menomonee nation actually owned more land than had been estimated upon the opinion of the Attorney General.

That he had knowledge of the fact that "*there was an error in the map which was before the Attorney General,*" in relation to the location of a small lake that determined the course of one of the boundaries; "*that the erroneous map was the one before him at the time he made the treaty; that he did not offer to correct it, or to say anything about the error; but that in his report, afterwards made to the Secretary of War, he expressed the opinion that, if the correction had been made, the whole number of acres purchased would have been about 4,000,000.*"

That in his annual report, made immediately after the date of said treaty, and *before it had been ratified by the Senate*, the said commissioner spoke of the lands ceded by said treaty as "*containing about 4,000,000 of acres,*" &c., which quantity he must have considered himself as being authorized to estimate only by an *extension of the lines upon his map after the making of the treaty.*

That the *error* in the map in the possession of the commissioner was discovered by him "*while in the country*" of your memorialists, and was communicated by him to the Secretary of War, within less than one month from the date of said treaty, but was never, at any time, communicated by him to your memorialists or their said nation.

That the said commissioner, in the report of his proceedings to the Secretary of War, after the making of said treaty, admitted that if the nation of your memorialists had been allowed by him, according to the authority given him in the instructions of the President, at the same rate of compensation as fixed in the treaty of 1836, they would have been paid the sum of \$571,840, instead of the \$350,000 given them by the treaty of 1840.

The foregoing narration of facts is made to satisfy your honorable bodies that injustice has been done to the nation of your memorialists, and that the claim they now make upon the government for redress is sustained in all respects by those principles of both law and equity, from which neither individuals nor the government can rightfully depart. They have been often told by their great father, the Presi-

The following appliances will be required :

Four strongly built crane scows, at \$750	-	-	\$3,000 00
Four strongly built stone scows, at \$500	-	-	2,000 00
Two portable smith's forges, at \$100	-	-	200 00
One blacksmith's shop, to be established on Herson island, with tools	-	-	400 00
One carpenter's shop, also there, with tools	-	-	400 00
Estimated cost of piers for St. Clair flats, Michigan	-	-	<u>391,829 43</u>

That is to say, three hundred and ninety-one thousand eight hundred and twenty-nine dollars and forty-three cents.

One of the portable forges will be required on the steam tug, and the other on the schooner, for necessary repairs of machinery, and for making bands for pile heads and shoeing piles when required.

The blacksmith's shop at Herson island will be necessary to do heavier work when required, and the iron bolts will there be cut to a proper length and prepared for driving. This alone will employ one blacksmith nearly all the time.

The carpenter's shop on Herson island will be necessary for doing most of the work of making the mortices and tenons in the crib timbers, in dressing those timbers on two sides to give fair and even bearings, adjusting their lengths, squaring their ends, &c. When thus prepared they will be formed into rafts and will be towed down to the work by the steam tug. It may be found advantageous to lay the latticed bottoms of the cribs and build them up five or six feet high at the depot on this island, and then tow them down and finish them, where they will be sunk in position. The current expenses of building the cribs, including those of the two shops and the two portable forges, are included in the item "for carpentry, labor, and superintendence," in the estimate of the cost of one crib.

The work of constructing the cribs would be conducted as follows, namely:

There would be eight working parties, each to consist of one foreman and seven carpenters and laborers, constantly employed in framing, boring the bolt-holes, driving the bolts, &c. Four of these parties, together with the blacksmith and one assistant, would be carrying on the appropriate part of the work at the depot on the island, making in all thirty-four persons.

The four other parties with a blacksmith, and one assistant to each portable forge, would live on board the schooner anchored at the flats, and would carry on the appropriate part of the work of building up the upper portion of the cribs, sinking them in position, putting in the stone ballast, laying the sleepers and the flooring. This will add thirty-six persons to the thirty-six enumerated in estimate N 36 b to be accommodated on board the schooner—making a total of seventy-two persons.

By appropriating the hold of the vessel, (allowing a space in the fore-castle for a store-room for provisions.) and building a saloon on deck, this vessel would afford ample accommodations for that number of persons, and they would always be in position at the work. This

saloon would be built out of the contingent expenses already estimated for.

The length of the working season has already been estimated at 150 days, exclusive of Sundays. This would be the elapsed time between the beginning and ending of the working season, or the period for which all employés would have to be paid.

But, in calculating the progress of the work and the time required for completing it, we must make a reasonable deduction for lost time from bad weather, when little or no work could be carried on at the exposed position at the flats. One day in seven, or say 20 days deducted from the 150, is little enough to be made in this climate, and especially for a position so much exposed to the winds from every quarter as St. Clair flats.

It will require the joint labor of a party of eight men at Herson Island, and for a similar party stationed at the flats, during 10 to 12 days, let us say during eleven (11) days, to counter-hew, trim to standard measure, frame the latticed bottom, cut and fit the dovetailed mortices and tenons to a pattern, bore the bolt holes, drive the bolts, sink in position, fill with stone, and complete the flooring for one crib.

Let it be borne in mind that there are 422 mortices and tenons (counting each as one) to be cut and accurately fitted to a model. If this part of the work be not done very carefully, the timbers would be easily rent asunder. Considering this, and the rest of the work necessary to complete a crib, it will be seen that 11 days, or even 12 days, is little enough time to allow.

Allowing 11 days to each crib, the whole enumerated force in this estimate will complete and adjust in position 4 cribs in 11 days. At this rate it will require 677 working days, which, allowing, as above, 130 actual working days to a season, is equal to five and two tenths ($5\frac{2}{10}$) years, with the means estimated for, to build the piers for St. Clair flats.

If we allow twelve (12) days as the time required for one crib, it will require five and two third ($5\frac{2}{3}$) years to complete these piers.

Hence the importance of the close piling on the windward side of the channel, in the first place, as per estimate N 36 b, in order to afford a temporary protection to the cut-out channel-way, and thus avoid subjecting the immense commerce passing annually over these flats to the delay of five years and upwards in getting this obstruction removed.

J. D. GRAHAM,

Maj. Top. Eng., Bvt. Lieut. Col., Sup'g. Eng.

OFFICE GENERAL SUPERINTENDENCE, &c.,

Chicago, December 31, 1855.

N 38.

Statement of the quantity and value of articles of merchandise received at the port of Chicago, State of Illinois, by lake, having come over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Apples.....barrels..	54,589	\$3 00	\$163,767 00
Apples, (dried).....bushels..	44,712	1 50	67,068 00
Beer.....barrels..	5,391	10 00	53,910 00
Boilers, (steam).....number..	95	1,500 00	142,500 00
Buggies and wagons.....do....	162	100 00	16,200 00
Brooms.....dozen..	44,986	2 00	89,972 00
Bedsteads.....number..	9,983	5 00	49,915 00
Brandy.....casks..	244	400 00	97,600 00
Car axles.....tons..	1,465	75 00	131,850 00
Car wheels.....do....	2,375	75 00	178,125 00
Castings.....do....	433	100 00	43,300 00
Cattle.....number..	190	50 00	9,500 00
Champagne.....baskets..	975	12 00	11,700 00
Cheese.....casks..	2,953	30 00	88,590 00
Cider.....barrels..	11,801	7 50	89,440 00
Coal.....tons..	119,737	7 50	823,027 00
Codfish.....hogsheads..	447	75 00	35,550 00
Coffee.....sacks..	121,163	12 00	1,443,956 00
Fire brick.....number..	46,250	20	9,250 00
Glass.....boxes..	74,250	10 00	742,500 00
Grindstones.....tons..	1,247	45 00	49,890 00
Gas pipe.....do....	1,730	45 00	77,850 00
Horses.....number..	640	150 00	96,000 00
Iron, (railroad).....tons..	28,737	60 00	2,155,200 00
Iron.....bundles..	3,633	3 50	12,715 50
Iron, (pig).....tons..	33,144	45 00	1,490,140 00
Iron.....bars..	22,524	1 20	27,028 80
Iron.....tons..	19,594	60 00	1,175,640 00
Lumber.....M feet..	5,460	15 00	71,900 00
Merchandise.....tons..	136,858	400 00	54,743,200 00
Mowing machines.....number..	335	108 00	35,000 00
Marble.....tons..	1,708	55 00	93,940 00
Merchandise.....packages..	2,564,129	7 50	19,230,967 50
Molasses.....gallons..	1,164,193	50	582,096 50
Nails.....kegs..	60,730	5 00	303,650 00
Oils.....barrels..	2,276	40 00	99,040 00
Pails.....dozen..	3,138	2 00	6,276 00
Porter.....barrels..	961	20 00	18,220 00
Rakes.....dozen..	5,251	3 00	15,753 00
Reapers.....number..	106	150 00	15,900 00
Railroad chairs.....do....	7,000	20 00	1,400 00
Rosin.....barrels..	1,189	4 50	5,495 00
Saleratus.....boxes..	4,793	8 00	38,344 00
Salt.....bags..	1,081,481	13	129,777 00
Salt.....barrels..	211,656	2 50	429,140 00
Slate.....tons..	180	22 50	4,050 00
Starch.....boxes..	15,973	4 00	63,892 00
Steam engines.....number..	10	1,000 00	10,000 00
Stoneware.....gallons..	431,257	10	43,125 70
Stoves.....number..	547,412	8 00	4,379,296 00
Sugar.....pounds..	9,158,833	6	585,429 98
Tar.....barrels..	211	5 00	1,055 00
Threshing machines.....number..	140	100 00	14,000 00
Tobacco.....hogsheads..	1,493	76 53	144,300 00
Trees.....bundles..	5,334	20 00	106,680 00
Turpentine.....barrels..	394	30 00	11,820 00

N 38—Continued.

Articles.	Quantity.	Price of each.	Value.
Washboards .....dozen..	1,691	\$3 50	\$4,857 00
White lead.....tons..	5,619	221 00	1,241,799 00
Wine.....casks..	192	40 00	7,650 00
Total value of merchandise received at the port of Chicago, Illinois, which passed over St. Clair Flats in 1855, and not included in any other enumeration herewith presented			91,771,717 98

J. D. GRAHAM,

Major Top. Engineers, Bot. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE OF

LAKE MICHIGAN AND LAKE ST. CLAIR HARBOR WORKS,

Chicago, December 31, 1855.

N 39.

Statement of the quantity and value of articles of merchandise shipped from the port of Chicago, State of Illinois, by lake, having passed over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Ashes, pot.....tons..	112	\$7 50	\$840 00
Beef.....barrels..	58,286	13 00	757,718 00
Barley.....bushels..	2,145	1 25	2,671 25
Beans.....do....	490	2 00	980 00
Broom corn.....bales..	6,130	19 62	120,260 00
Butter.....pounds..	499,870	16	79,979 20
Cattle.....number..	2,286	6 25	14,300 00
Corn.....bushels..	7,615,575	65	4,973,523 85
Corn meal.....barrels..	2,493	6 00	14,958 00
Eggs.....dozen..	137,896	10	13,789 60
Fish.....barrels..	387	9 00	3,483 00
Flaxseed.....bushels..	2,398	2 50	5,995 50
Flour.....barrels..	96,143	8 00	769,144 00
Grass seed.....bushels..	66,822	2 25	147,849 50
Ham and bacon.....pounds..	2,294,136	13	298,823 68
Hemp.....tons..	1,538	100 00	153,800 00
Hides.....number..	125,433	4 00	501,732 00
High wines.....gallons..	214,391	40	85,756 40
Hogs, (live).....number..	1,016	15 00	15,240 00
Iron.....tons..	684	60 00	41,040 00
Lard.....pounds..	2,500,550	10	250,055 00
Lead.....pigs..	139,660	4 20	586,572 00
Oats.....bushels..	2,371,493	35	830,012 00
Oil.....barrels..	1,235	45 00	55,575 00
Oil cake.....tons..	425	200 00	85,000 00
Pork.....barrels..	56,675	17 00	946,475 00
Plaster.....do....	300	3 25	975 00
Pelts.....bales..	2,397	25 00	59,925 00
Reapers.....number..	280	150 00	42,000 00
Rye.....bushels..	16,525	1 25	20,656 25
Sheep.....number..	296	1 50	444 00

N 39—Continued.

Articles.	Quantity.	Price of each.	Value.
Sugar	380	\$69 00	\$26,250 00
Tallow	887,600	12	106,512 00
Tripe	312	40 00	12,480 00
Tobacco	2,180	52 43	114,300 00
Wheat	6,023,194	1 70	10,239,429 00
Wool	1,834,553	36	550,586 68
Total value of merchandise shipped from the port of Chicago, Illinois, which passed over St. Clair flats in 1855, and not included in any other enumeration herewith presented.....			21,928,530 91

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.
Chicago, December 31, 1855.

N 40.

Statement of the quantity and value of articles of merchandise received at the port of Milwaukee, State of Wisconsin, having come over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Apples.....	46,381	\$2 50	\$115,952 50
Apples, (dried).....	395,944	7	27,707 08
Axes.....	3,475	10 00	34,750 00
Bark.....	1,020	6 00	6,120 00
Cheese.....	383,500	10	38,350 00
Cider.....	2,826	6 00	16,956 00
Coal.....	56,841	7 50	436,307 50
Codfish.....	9,000	12 00	108,000 00
Coffee.....	30,221	15 00	452,315 00
Candy.....	1,734	3 00	5,202 00
Glass.....	25,442	2 50	63,250 00
Horses.....	1,385	150 00	207,850 00
Iron.....	6,465	60 00	387,900 00
Iron, (railroad).....	13,992	60 00	839,520 00
Iron, (pig).....	1,821	45 00	81,945 00
Lumber.....	8,947	20 00	178,940 00
Leather.....	4,130	60 00	247,800 00
Molasses.....	10,436	20 00	208,720 00
Mackerel.....	2,100	12 00	25,200 00
Merchandise.....	50,180	140 00	7,025,200 00
Nails.....	42,326	4 00	169,304 00
Oil.....	6,300	40 00	252,000 00
Plaster.....	800	3 00	2,400 00
Rice.....	365	27 00	9,855 00
Raisins.....	36,500	3 00	109,500 00
Salt.....	74,592	1 75	130,536 00
Salt.....	122,000	13	15,860 00
Saleratus.....	8,674	2 50	21,675 00

N 40—Continued.

Articles.	Quantity.	Price of each.	Value.
Soap	boxes.. 12,000	\$8 00	\$96,000 00
Starch.....	do... 8,000	2 50	20,000 00
Steel.....	tons... 200	145 00	29,000 00
Sugar.....	barrels.. 15,944	18 00	286,992 00
Sugar.....	hogsheads.. 21,000	70 00	1,470,000 00
Stoves.....	number.. 22,200	10 00	222,000 00
Tea.....	chests.. 22,700	22 00	499,400 00
Tobacco.....	pounds.. 1,400,000	12	168,000 00
White lead.....	kegs.. 22,000	2 50	55,000 00
Total value of imports at Milwaukie which came over St. Clair flats in the year 1855, not included in any other statement herewith presented.....			14,065,507 08

J. D. GRAHAM,

Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c., Chicago, December 31, 1855.

N 41.

Statement of the quantity and value of articles of merchandise shipped from the port of Milwaukie, State of Wisconsin, having passed over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Ashes, pot.....	tons. 187	\$100 00	\$18,700 00
Barley.....	bushels ... 51,196	1 00	51,196 00
Bacon.....	pounds ... 935,483	10	93,548 30
Beef.....	barrels ... 9,976	13 00	129,688 00
Corn.....	bushels ... 117,000	60	70,200 00
Cranberries	do..... 500	4 00	2,000 00
Eggs.....	barrels ... 500	15 00	7,500 00
Fish.....	do..... 2,140	9 00	19,260 00
Flour.....	do..... 201,393	8 00	1,611,144 00
Grass seed	bushels ... 93,485	2 25	210,341 00
Hams and shoulders	barrels ... 13,704	18 00	246,672 00
Hops.....	pounds ... 40,000	8	3,200 00
Hides.....	number ... 15,000	4 00	60,000 00
Lard.....	barrels ... 4,423	20 00	88,460 00
Lard.....	kegs ... 501	10 00	5,010 00
Oats.....	bushels ... 18,000	40	7,200 00
Pork.....	barrels ... 36,546	15 00	548,190 00
Potatoes.....	bushels ... 37,893	75	28,419 75
Rye.....	do..... 61,646	1 00	61,646 00
Wheat.....	do..... 3,186,493	1 65	5,257,713 45
Wool.....	pounds... 625,280	35	218,848 00
Total value of exports from Milwaukie which passed over St. Clair flats in the year 1855, and not included in any other statement herewith presented.....			8,738,936 75

J. D. GRAHAM,

Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c., Chicago, December 31, 1855.

N 42.

Statement of the quantity and value of articles of merchandise received at the port of Detroit, State of Michigan, having come over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Copper.....tons.....	793	\$522 00	\$413,840 00
Corn.....bushels...	15,950	65	10,367 50
Fish.....barrels...	3,495	9 00	31,455 00
Grindstones.....tons.....	325	47 00	15,625 00
Iron.....do.....	161	60 00	9,660 00
Lath.....thousand..	11,267	3 00	33,801 00
Lumber.....1,000 feet.	7,391	16 00	118,256 00
Lumber oak.....do.....	150	20 00	3,000 00
Oats.....bushels...	47,000	40 00	18,800 00
Pork.....do.....	793	16 00	12,688 00
Shingles.....thousand.	2,318	4 00	9,272 00
Total value of merchandise received at the port of Detroit, Michigan, which passed over St. Clair flats in arriving, in 1855, and not included in any other enumeration herewith presented.....			676,764 50

J. D. GRAHAM,

Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c., Chicago, December 31, 1855.

N 43.

Statement of the quantity and value of articles of merchandise shipped from the port of Detroit, State of Michigan, having passed over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Cattle.....number..	381	\$50 00	\$19,000 00
Lumber.....M feet..	1,461	16 00	23,376 00
Lumber, oak.....do.....	130	20 00	2,600 00
Merchandise, such as teas, sugar, groceries, woollen and cotton goods, clothing, liquors, &c.....tons..	67,900	300 00	20,370,000 00
Merchandise, such as teas, sugar, groceries, woollen and cotton goods, clothing, liquors, &c.....packages..	21,000	25 00	525,000 00
Oil.....barrels...	120	40 00	4,800 00
Pork.....do.....	3,800	16 00	60,800 00
Total value of merchandise shipped from the port of Detroit, Michigan, which passed over St. Clair flats in the year 1855, and not included in any other statement herewith presented.....			21,005,626 00

J. D. GRAHAM,

Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c., Chicago, December 31, 1855.

N 44.

Statement of the quantity and value of articles of merchandise received at the port of Toledo, State of Ohio, having come over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Lumber.....M feet..	7,139	\$16 00	\$114,224 00
Laths.....M....	3,131	3 00	9,393 00
Shingles.....do....	5,427	4 00	21,708 00
Total value of merchandise received at Toledo, Ohio, which came over St. Clair flats in 1855, and not included in any other statement herewith presented.....			145,325 00

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 45.

Statement of the quantity and value of articles of merchandise received at the port of Cleveland, Ohio, having come over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Copper.....tons...	2,850	\$560 00	\$1,596,000 00
Fish.....barrels..	12,327	9 00	110,943 00
Flour.....do....	3,476	8 00	27,808 00
Iron.....tons...	2,631	60 00	157,860 00
Iron ore.....do....	6,332	40 00	253,280 00
Lath.....M....	3,629	3 00	10,887 00
Lumber.....M feet..	4,360	20 00	87,200 00
Potatoes.....bushels..	21,493	1 00	21,493 00
Shingles.....M....	4,332	4 00	17,328 00
Ship knees.....number..	240	5 00	1,200 00
Wheat.....bushels..	47,123	1 50	70,684 50
Total value of merchandise received at the port of Cleveland, Ohio, which came over St. Clair flats in 1855, and not included in any other statement herewith presented.....			2,354,683 50

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 46.

Statement of the quantity and value of articles of merchandise shipped from the port of Cleveland, State of Ohio, by lake, having passed over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Beef.....barrels..	3,473	\$13 00	\$45,149 00
Butter.....pounds..	115,080	15	17,262 00
Cattle.....number..	1,270	50 00	63,500 00
Cheese.....pounds..	52,421	10	5,242 10
Coal.....tons...	25,463	5 00	127,315 00
Corn.....bushels..	16,427	65	10,677 55
Flour.....barrels..	9,184	8 50	78,064 00
Hogs, live.....number..	321	12 00	3,852 00
Horses.....do....	43	100 00	4,300 00
Iron.....tons...	1,296	60 00	77,760 00
Lard.....barrels..	1,247	20 00	24,940 00
Merchandise.....tons...	21,394	400 00	8,557,600 00
Nails.....kegs....	5,634	5 00	28,170 00
Oats.....bushels..	15,940	40 00	6,376 00
Pork.....barrels..	7,496	16 00	119,936 00
Railroad cars.....number..	40	1,000 00	40,000 00
Salt.....barrels..	14,862	2 00	29,724 00
Stone ware.....gallons..	27,380	10	2,738 00
Wheat.....bushels..	3,471	1 50	5,206 50
Total value of shipments, as far as they could be actually obtained, from Cleveland, Ohio, that went over St. Clair flats in 1855, not included in any other statement herewith presented			9,247,812 15

Nearly all of the above articles were shipped to Lake Superior. The value of the respective articles of merchandise was obtained from the agent of one of the mining companies at Cleveland. It was impossible, without devoting a very long time and more labor than could be spared, to get this list complete in all its departments. There are many articles of shipment not included here, and it is believed that the whole value of shipments from Cleveland, over St. Clair flats, during the year 1855, amounted to full fifteen millions of dollars; that is to say.....\$15,000,000 00

J. D. GRAHAM,

Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 47.

Statement of the quantity and value of articles of merchandise shipped from the port of Erie, State of Pennsylvania, by lake, having passed over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Coal.....tons....	32,391	\$5 00	\$161,955 00
Total value of merchandise shipped from the port of Erie, Pennsylvania, which went over St. Clair flats in 1855, and not included in any other statement herewith presented			161,955 00

J. D. GRAHAM,

Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 48.

Statement of the quantity and value of articles of merchandise received at the port of Buffalo, State of New York, having come over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Ashes, pot	106	\$100 00	\$10,600 00
Barley	42,703	1 25	53,378 75
Beans	640	2 00	1,280 00
Butter	43,540	15	6,531 00
Corn	122,973	70	86,081 10
Copper	550	560 00	308,000 00
Cranberries	381	3 00	1,143 00
Fish	13,502	9 00	121,518 00
Flour	32,436	8 50	275,706 00
Hams	542	20 00	10,840 00
Hides	22,295	5 00	111,475 00
Laths	1,960	3 00	5,880 00
Lard	132,000	10	13,200 00
Lumber	4,181	20 00	83,620 00
Oats	189,000	45	85,050 00
Oil	17,160	1 00	17,160 00
Plaster	1,496	3 00	4,448 00
Pork	5,410	17 00	91,970 00
Potatoes	13,493	1 00	13,493 00
Rags	527	45 00	23,715 00
Rye	73,310	1 25	91,637 50
Seed	4,940	2 25	11,115 00
Sheep pelts.....	119,900	50	59,950 00
Shingles	24,350	4 00	97,400 00
Shooks	7,502	4 00	30,008 00
Staves	2,420	25 00	60,500 00

N 48—Continued.

Articles.	Quantity.	Price of each.	Value.
Timber.....M. cub. feet.	54,600	\$80 00	\$436,800 00
Wheat.....bushels..	403,953	1 75	706,917 75
Wool.....bales...	1,370	35 00	47,950 00
Total value of merchandise received at the port of Buffalo, New York, which came over St. Clair flats in the year 1855, and not included in any other statement herewith presented.....			2,867,407 10

J. D. GRAHAM,

Maj. Top. Eng., Bvt. Lieut. Col., Superintending Engineers.

OFFICE GENERAL SUPERINTENDENCE, &C.,
Chicago, December 31, 1855.

N 49.

Statement of the quantity and value of articles of merchandise shipped from the port of Buffalo, State of New York, having passed over St. Clair flats during the year ending December 31, 1855.

Merchandise, embracing articles of chief value shipped by the American and by the western transportation companies, and by the principal shipping merchants of Buffalo to Chicago, Milwaukee, and other Lake Michigan ports, also to Mackinaw and Green Bay. This merchandise consists of broadcloths, cassimeres, silks, wearing apparel, and all other kinds of dry goods; Brussels and other carpetings, hats and caps, China, glass, and plated ware, drugs and medicines, straw goods, and all kinds of fancy articles.

It was impossible to get the items in detail here, as at other ports, without occupying several months in the labor. The books being footed in tons, it was considered the most accurate way to estimate the average value per ton. Five hundred dollars per ton is evidently below the average value of such articles. It is believed that \$750 average per ton would not be too much. But to be carefully within bounds we assume \$500 per ton average. The statement stands then as follows:

Tons of merchandise shipped from Buffalo, New York, over St. Clair flats in the year 1855, and not included in any other statement herewith presented.

Quantity	153,120
Price of each.....	\$510
Value	<u>76,560,000</u>

J. D. GRAHAM,

Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &C.,
Chicago, December 31, 1855.

N 50.

Statement of the quantity and value of articles of merchandise received at the port of Oswego, State of New York, having come over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Lumber.....M feet..	1,200	\$16 00	\$19,200 00
Total value of merchandise received at the ports of Oswego, New York, which came over St. Clair flats in the year 1855, and not included in any other statement herewith presented.....			19,200 00

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &C.,
Chicago, December 31, 1855.

N 51.

Statement of the quantity and value of articles of merchandise received at the port of Ogdensburg, State of New York, having come over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Lumber.....M feet..	497	\$20 00	\$9,940 00
Total value of merchandise received at the port of Ogdensburg, New York, which came over St. Clair flats, in the year 1855, and not included in any other statement herewith presented.....			9,940 00

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &C.,
Chicago, December 31, 1855.

N 52.

Statement of the quantity and value of articles of merchandise shipped from the port of Ogdensburg, State of New York, by lake, having passed over St. Clair flats during the year ending December 31, 1855.

Tons of merchandise shipped from the port of Ogdensburg, New York, which went over St. Clair flats in the year 1855, and not included in any other statement herewith presented.

Quantity	5,381
Price of each.....	\$300
Value.....	1,614,300

There was no way of getting all the items in detail constituting this merchandise. I have, therefore, estimated it in gross at \$300 per ton, the same as for articles of like description shipped from Detroit, (see N 43.) It is a low average, undoubtedly below the real value, as it includes costly articles, such as teas, sugar, coffee, and groceries of all kinds, woollen and cotton goods, clothing, liquors, &c.

J. D. GRAHAM,

Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer, &c.

OFFICE GENERAL SUPERINTENDENCE, &c.,

Chicago, December 31, 1855.

N 53.

Statement of the number of vessels and their tonnage belonging to the several districts herein named, which were engaged in the trade over St. Clair flats; also the estimated value of the said vessels in the year 1855.

Collection districts.	Number of vessels belonging to each district trading over St. Clair flats.	Average tonnage of each vessel, including both steam and sail vessels.	Total tonnage of each district trading over St. Clair flats.	Average value per ton register of each vessel, including both steam and sail vessels.	Total valuation of vessels trading over St. Clair flats.
Chicago, Illinois	70	300	21,000	\$40 00	\$840,000 00
Milwaukie, Wisconsin.....	50	300	15,000	40 00	600,000 00
Detroit, Michigan.....	57	375	21,375	50 00	1,068,750 00
Cleveland, Ohio.....	150	450	67,500	45 00	3,037,500 00
Buffalo, New York.....	120	450	54,000	45 00	2,430,000 00
Oswego, New York.....	50	275	13,750	35 00	481,250 00
Ogdensburg, New York.....	10	275	2,750	35 00	96,250 00
Total.....	507	.....	195,375	.....	8,553,750 00

J. D. GRAHAM,

Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer

OFFICE GENERAL SUPERINTENDENCE, &c.,

Chicago, December 31, 1855.

N 54.

I.—Statement of the amount of freight accruing on the tonnage belonging to the districts herein named, which passed over St. Clair flats in American vessels in the year 1855.

Collection districts.	Amount of freight in registered tonnage belonging to each district which passed over St. Clair flats in American vessels.	Cost of freight per registered ton.	Cost of freight for each district on tonnage which passed over St. Clair flats in American vessels in 1855.	Total value of freights accruing on shipments over St. Clair flats in American vessels in each district for the year 1855.
Chicago, Illinois—				
Shipments to. (See N 55) ...	488,913	\$6 00	\$2,933,478 00 }	\$5,770,056 00
Shipments from. (See N 56).	472,763	6 00	2,836,578 00 }	
Milwaukie, Wisconsin—				
Shipments to. (See N 57) ...	206,421	6 00	1,238,526 00 }	2,485,062 00
Shipments from. (See N 58).	207,756	6 00	1,246,536 00 }	
Detroit, Michigan—				
Shipments to. (See N 59) ...	279,330	6 00	1,675,980 00 }	3,405,348 00
Shipments from. (See N 60).	288,228	6 00	1,729,368 00 }	
Cleveland, Ohio—				
Shipments to. (See N 61 and N 63)	107,059	6 00	642,354 00 }	1,393,548 00
Shipments from. (See N 62 and 64)	125,199	6 00	751,194 00 }	
Buffalo, New York—				
Shipments to. (See N 65) ...	55,388	6 00	332,328 00 }	682,416 00
Shipments from. (See N 66).	58,348	6 00	350,088 00 }	
Oswego, New York—				
Shipments to. (See N 67) ...	1,324	6 00	7,944 00 }	15,888 00
Shipments from. (See N 68).	1,324	6 00	7,944 00 }	
Ogdensburg, New York—				
Shipments to. (See N 69) ...	450	6 00	2,700 00 }	9,522 00
Shipments from. (See N 70).	1,137	6 00	6,822 00 }	
Total	*2,293,640	.....	.....	†13,761,840 00

* Total amount of freight in registered tonnage which passed St. Clair flats in American vessels in the year 1855.

† Total amount in money which accrued on freights over St. Clair flats in American vessels in the year 1855.

N 54—Continued.

II.—Statement of the amount of freight accruing on the tonnage which passed over St. Clair flats, in foreign vessels, to and from American ports in the year 1855.

Names of American ports to and from which cargoes were shipped over St. Clair flats, in foreign vessels.	Amount of freight, computed in American registered tonnage, which passed over St. Clair flats in foreign vessels in the year 1855.	Estimated cost of freight per registered ton.	Estimated cost of freight on tonnage which passed over St. Clair flats in foreign vessels in the year 1855.	Total estimated value of freight accruing on shipments over St. Clair flats in foreign vessels in the year 1855.
Chicago, Illinois. (See N 55 and N 56).....	87,846	\$6 00	\$527,076 00	\$551,256 00
Cleveland, Ohio. (See N 61 and N 62).....	4,030	6 00	24,180 00	
Total.....	91,876	.....	.....	551,266 00

J. D. GRAHAM,
Maj. Top. Eng., Bvt. Lieut. Col., Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &C.,
Chicago, December 31, 1855.

N 55.

Statement of the number and tonnage of American and foreign vessels that arrived at the port of Chicago, Illinois, and came over St. Clair flats during the year ending December 31, 1855.

Arrivals at Chicago, Illinois, that came over St. Clair flats in 1855.

National character of vessels.	Number of the crossings of American vessels that have come over St. Clair flats.	Number of the crossings of foreign vessels that have come over St. Clair flats.	Tonnage that has come over St. Clair flats in American vessels.	Tonnage that has come over St. Clair flats in foreign vessels.	Total tonnage, both Am. and foreign that came over St. Clair flats to port of Chicago in 1855.
American	1,432	.....	488,913	.....	488,913
Foreign .....	.....	117	.....	35,386	35,386
Total .....	.....	.....	.....	.....	524,299

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &C.,
Chicago, December 31, 1855.

FLATS OF ST. CLAIR RIVER.

N 56.

Statement of the number and tonnage of American and foreign vessels that went from the port of Chicago, Illinois, and crossed St. Clair flats during the year ending December 31, 1855.

Departures from Chicago, Illinois, that went over St. Clair flats in 1855.

National character of vessels.	Number of the crossings of American vessels that have gone over St. Clair flats	Number of the crossings of foreign vessels that have gone over St. Clair flats.	Tonnage that has crossed St. Clair flats in American vessels.	Tonnage that has crossed St. Clair flats in foreign vessels.	Total tonnage, both Am. and foreign, that went from the port of Chicago and passed over St. Clair flats in the year 1855.
American	1,437	.....	472,763	.....	472,763
Foreign .....	.....	123	.....	34,891	34,891
Total .....	.....	.....	.....	.....	507,654

J. D. GRAHAM,

Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.,

Chicago, December 31, 1855.

N 57.

Statement of the number and tonnage of American and foreign vessels that arrived at the port of Milwaukee, Wisconsin, and came over St. Clair flats during the year ending December 31, 1855.

Arrivals at Milwaukee, Wisconsin, that came over St. Clair flats in 1855.

Number of the crossings of American vessels that have come over St. Clair flats	450
Tonnage that has come over St. Clair flats in American vessels	206,421
Total American tonnage that arrived at the port of Milwaukee and came over St. Clair flats in the year 1855	206,421

J. D. GRAHAM,

Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.,

Chicago, December 31, 1855.

No. X.

R. W. Thompson to Attorney General, enclosing copy of printed letter to the Secretary of the Interior.

WASHINGTON, March 14, 1855.

SIR: It is possible that it may be expected of you to look into that part of the report of the Commissioner of Indian Affairs which has reference to me and my business, in deciding the questions submitted to you this morning by the Secretary of the Treasury. Yet, as those matters were fully investigated by Congress, both upon the statements of the Commissioner and my own, I cannot see how they become the subjects of executive inquiry, in interpreting the law. The examination of them was made by the law-making power before the law was passed, and the law must stand or fall by its own terms.

Still, if you should find it necessary to re-examine them, I beg to call your attention to the enclosed copy of a letter from me to the Secretary of the Interior, in reply to the report of the Commissioner. This letter was placed before Congress, and the issue made between the Commissioner and myself was decided in my favor.

I have the honor to be, &c.,

R. W. THOMPSON.

Hon. C. CUSHING, *Attorney General.*

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Letter of R. W. Thompson to the Secretary of the Interior, in reply to statements in the report of the Commissioner of Indian Affairs.

WASHINGTON, January 19, 1855.

SIR: I desire to disabuse your mind in reference to some matters personally concerning me, which I find in the late report of the Commissioner of Indian Affairs. I propose to do it by a plain and succinct statement of facts, which, after you have examined, I have to request that you will send to the Indian office to be filed there.

The Commissioner does me great injustice when he assumes that the collection of the sum owed me by the Menomonee Indians, and the prosecution of certain claims *against them*, is a "*joint and partnership operation.*" I positively assert that, although I had heard that there were some claims of an old date against these Indians, yet, that I never knew what they were, nor in whose favor they were, until I saw the schedule of them, and the names of the claimants, as published with the Commissioner's report. I do not *now* know who are the agents or attorneys of these claimants, or whether they have one, two, or a dozen. I do not know what they are to receive for collecting the claims. The schedule and agreement of the Indians to pay the debts were made out after I left the Indian country. I had no conversation, at any time, with the claimants, or any of them, in reference to these debts. I never knew anything about them, or had anything to do

with them. I have nothing to do with them now, and never expect to have. I do not know what interest Colonel Ewing has in them. Whatever it is, concerns himself only, not me. I have no more to do with his general business than the Commissioner himself.

The papers published by the Commissioner do not show my name, anywhere, as connected with these claims; because, I repeat, that I never had anything to do with them. And as there is no such fact shown by them, I submit whether the Commissioner should not have hesitated somewhat, before *assuming* that I had an interest in them. I do not think that a mere *suspicion*, when there is not a *word of proof* to support it, should be made to take the place of a *fact*, and then be placed as such in a *public document*, emanating from one of the bureaus of the government. A moment's reflection will satisfy you, to what a dangerous extent such a practice may be carried.

The Indians, when I first undertook to act as their attorney, consulted me about some old claims that they said were against them, which they considered unjust. They did not tell me in whose favor they were, and I therefore cannot tell whether they are embraced in this schedule or not. I advised them *not to pay them*, and promised to do all in my power to prevent them from being paid in whosoever favor they might be. I suppose it is because the claimants generally understood this, that I was always kept in ignorance of everything about debts of the Indians. I do not know what their motives were, but the *fact* is, that I *have been kept in ignorance of them*; and it is impossible, therefore, that I can say anything about them. I never was a party to any contract about them, or was informed of the contents of any contract. I never had any understanding or agreement with any person or persons, holding these claims against the Indians, whereby I was to assist in their collection, either in consideration of their aid in my business, or for any other consideration.

I never had any conversation with them upon such a subject, or concerning the claims in any way. If I could think of language in which I could more plainly and flatly deny any connexion with them, I would employ it; but it strikes me that this is certainly enough to satisfy even the Commissioner, that he has done me injustice. It is generally hard to prove a *negative*, and, therefore, it is not required. I imagine nobody could expect me to prove it, until the *affirmative* was supported by *some proof*. The Commissioner offers *none whatever*; but says he has "*no doubt*" but that his *suspicions* are true. This will not do. A rule, as harsh as this, is not even applied, in our criminal courts, to the most degraded felon.

I desire, also, to notice another part of his report—that in which he speaks of a contract with a certain individual, who agreed, for \$10,000, that he would aid me and *these claimants* also. I think when the Commissioner is informed of the facts in relation to this, that even he will see that I have done nothing in reference to it, in the slightest degree exceptionable. Yet, I regret that it is necessary for me to speak of it, because the man himself is now *dead*. As he and I were, in his lifetime, brought into unpleasant personal controversy, and as he has left an amiable family, I am sorry that circumstances require me to allude

to him, especially as it is unpleasant to lacerate the feelings of those who had no participation in his conduct.

He was the government sub-agent amongst these Indians, when I first became their attorney, and was violently opposed to my having anything to do with their business; but as the Indians, in their *first* interview with me, had told me they had no confidence in him, and that they believed he had *embezzled their money*, his opposition made me the more anxious to protect them. They were *afraid* of him, because he was a government officer, and begged my protection against him. At the very first interview between the Indians and the Acting Commissioner of Indian Affairs, after they had spoken to me, he insisted, as the Commissioner now does, that they had no right to appear by attorney, and that they should only speak and make known their wishes through him. As I considered this a very convenient doctrine, behind which a dishonest agent might shelter himself, I insisted that the Indians had a right to employ an attorney, as it might sometimes be the only means of detecting the improper conduct of such an agent. My views prevailed, and it was afterwards discovered that the suspicions of the Indians, in reference to him, were well founded, and that he had embezzled a large amount of their money. He was removed. An appropriation was made by Congress to pay them the amount so embezzled, and suit was brought upon his bond for its recovery. How far I contributed to bring about this result is not important, as I never expected to receive, and never did receive, *one cent*, for whatever I did in regard to it.

After his removal he came to this city for the purpose, as I understood, of settling his accounts. When he came here, at that time, my original argument in the case for the Indians *had been made out and filed*, the case being then fully made up for decision, and pending before the Commissioner. The agreement of the Indians to pay me a certain per cent. had also been executed, and was on file in the Indian office, having been acknowledged before him previous to his removal. I desire you to observe these facts, because they become important in view of matters which I shall subsequently mention.

When he reached here he made loud complaints about his removal, the blame for which he laid chiefly upon me. I understood that he professed all the time to have the money, which he was said to have embezzled, safely locked up at home, and expressed a readiness to pay it when the government would settle his accounts, and allow him certain sums claimed by him. I knew nothing particularly about his accounts, but these matters were the subjects of common conversation about the Indian office. Amongst other things, he was in the habit of talking a great deal about the treaty of 1848, which *he had helped to make*, and of saying that he knew more about it than anybody else.

He professed to be able, if the Commissioner would only hear his story, to set the whole matter right. I said nothing to him on the subject, but when I heard these things suggested to the Commissioner that he should send for him and hear his statement, and if it should turn out to be of such a character as to *defeat* the case I had made, we had better know it, and terminate the business at once. I understood from the Commissioner that he did send for him, and proposed

to receive any statement he would make *in writing*, and consider its contents. He declined to put anything in writing, and his conduct strongly excited the suspicions of the Commissioner.

While things were in this condition, I met this man on Pennsylvania avenue, and he said he desired to converse with me. This was the first time we had spoken to each other after his arrival, but I told him I would hear what he had to say. He then commenced a conversation, the burden of which was, that he had been persecuted and broken up. To this I replied, that if I had done anything that led to the discovery of his embezzlement of the money of the Indians, I had done it in the line of my duty, and had no explanation or apologies to make for it. He soon satisfied me, however, that he had another object in seeking this interview, for he immediately commenced talking about the manner in which the Indians had been cheated in making the treaty of 1848. I replied that I had as much information as I desired on that subject, and that the case asking relief for the Indians was *then* made up and pending, with my argument, before the Commissioner. He then said that the Indians would not get relief in the form in which I had asked it, and that *he and a number of citizens of Wisconsin, then in the city, intended waiting on the President and Secretary of the Interior, to put them in possession of facts in relation to the business that would blow up the whole affair, set aside the treaty of 1848, and give the Indians ample relief, but not in the way desired by me.*

He also spoke of the parties who had *claims against the Indians*, and said that he also knew that a great many of them were unjust. I told him that the Commissioner of Indian Affairs had proposed to receive and consider any statement he would make in writing, and that if he knew these facts, and was an honest man, he would forthwith make the statement. He then replied that it depended on circumstances whether he would make it or not; that he had lost a good deal of money, and if I could *put him in the way of making some, he would tell only what was favorable to the Indians, and keep back the rest*, and that whatever he should do would depend upon whether or no I would consent to pay him. I expressed myself immediately to him in very strong language, and characterized his proposition as a corrupt and impertinent one. I told him that I understood his proposition as a direct offer to *sell himself to me* for money, to conceal the truth or tell a falsehood if required; that I had no money to give, and no promises to make to a man who was so base as to make such a proposition; that if he had any honesty, he would tell what he knew regardless of consequences; that I knew every word he stated was false, because there was nobody here from Wisconsin with him, but that whatever he did, *he must never speak to me again*. I told him, also, in reference to the claims, that I knew nothing about them except what I had learned from the Indians themselves, and that I did not care who presented them, I should oppose their payment. Our interview here ended, and I never afterwards during his life had a word of conversation with him.

Now, you will readily see that if there had been on my part a wish to employ this man for *any* purpose, whether fair or unfair, I should

have treated him very differently. But there was no *unfair* purpose for which his services could have been used.

The case in behalf of the Indians *was complete*, and my agreement for compensation *was already made*. Consequently, he could have done nothing *for me* in any way. But if he could have done so, another fact that transpired will show you that I had no sort of wish to use him, or to have anything to do with him. It is this, that on the very next day after our conversation *I related every word of it to the Commissioner of Indian Affairs*. I certainly would not have done this if I had cherished any improper design.

My object in making this communication to the Commissioner was, that he might be apprised of the kind of men he had to deal with in the settlement of his accounts. I could have had no other object than the protection of the interests of the United States, as his accounts were unsettled. When I made it to the Commissioner the man himself was at the Indian Office, and I proposed to repeat the conversation in his presence if the Commissioner would call him into his room, but he did not desire it, and it was not done. I mentioned it also to Colonel Ewing, who expressed his regret that I had not seemed to accede to his proposition, so as to obtain from him an agreement *in writing* to do what he had proposed. He said that he would see him, and ascertain whether or no he could get such an agreement, that *it* might furnish conclusive evidence of his dishonesty. He then inquired of me whether, if he obtained such an agreement, it could be enforced, and I told him that it could not; that it would be *voidum pactum*, absolutely void on the ground of *fraud* on the part of this man. He then called on him, as he informed me, and the contract now published by the Commissioner was the result, obtained by him with a perfect understanding that it was void.

I aver, most solemnly, that I gave him this as my opinion, and that he said at the time that he would not make the agreement except with that understanding. And I as solemnly declare that I do not believe he would have made it upon any other terms, or that he had any other motives in doing so than I have expressed. I understood from him at the time that he made it refer to the claims against the Indians, which this man had denounced at the Indian Office and elsewhere in conversation, in order to put the character of the paper beyond question, by showing that at one time he declared the claim to be unjust, and at another *hired himself to get them allowed*. And subsequent facts prove that this was the only object in obtaining this paper, for the next day after it was obtained the *Commissioner of Indian Affairs was informed all about it*, a thing which never would have been done if there had been any other design than that I have named. But still further, a few days after this was done this man was told by Colonel Ewing, as he informed me, of the object he had in view, that it was only to expose his rascality to the Commissioner, so that he might guard against it in settling his accounts. I do not *know* that he told him so, but I have reason to believe that he did, apart from what he told me, for I know that the man became very furious, and that he and Colonel Ewing frequently afterwards passed each other without speaking. But there is still another reason. In October,

1851, this man prepared and had printed a pamphlet of thirty-nine pages, with an appendix of nearly the same length, wherein he unburdened himself of all the information he possessed. In this pamphlet he abused pretty much everybody that had anything to do with Menomonee matters, a part of the Indians, those who lived amongst them, Colonel Ewing, and myself. He also attempted to throw suspicion upon my agreement, not by alleging anything against its *fairness*, but by insinuating that the head chief had not signed it. Does not this show that *he* considered this contract a *nullity*, and that it had been obtained for the purpose of which he was informed? The publication of this pamphlet would have been a violation of its terms, if it had been valid; but he saw that it was not, and therefore, in his anger, he communicated his pamphlet to the Commissioner of Indian Affairs. It, however, contained nothing, because, in fact, he knew nothing about the treaty of 1848 which was not already before the Commissioner. And this is all I know about the man or his agreement.

The idea of employing him for the purpose of really getting his *assistance* in this business, either with the Commissioner of Indian Affairs or the Indians, is altogether new to me. The Commissioner, who had the case already made up and argued before him, had no sort of confidence in his integrity, especially after he had discovered that he was a defaulter. And the *Indians*, as nobody knew better than I did, *would have nothing* to do with him. Is it likely that they would have been advised by him, *in anything*, after he had embezzled their money? He was the *first* man of whom they complained to me, and the fact is, that from the time of his removal, *before* this agreement was made, *they never would suffer him to have anything to do with them*. Is it likely, then, that with a knowledge of all these facts, *such a man* would have been employed for the purpose indicated by the Commissioner in his late report? Or is it likely, if he had been, that the then Commissioner of Indian affairs would have been informed of every step in the progress of the arrangement? It seems to me that the present Commissioner, when he comes to a knowledge of these facts, will himself see that this whole thing was done *to protect the interests of the United States*, and for no other purpose in the world. And he will also see, that it *was never used for any other purpose*.

The gentleman who was Commissioner at the time I have referred to is, as you are aware, now a resident of this city, and you can consult him, if you desire it, in reference to what I have here stated. I am very sure that he will corroborate what I have said, so far as anything is stated to have been within his knowledge or to have been communicated to him. So far as the other matters are concerned I positively aver that they are true, in substance and matter of fact.

But if you will refer to and examine this agreement, you will find that it is not so objectionable or uncommon, after all; certainly, not so, as it regards any business in which I was concerned.

It says *nothing about his aiding me in getting my pay from the Indians*. It only stipulates for his aid in getting as large an allowance for the Indians as possible, which object I may well be supposed to have had in view *myself*. And, besides this, he was to aid in the prosecution of the claims, and to get others; not, of course, from Indians, but from

white men. Now I cannot see that there was any great impropriety, or any impropriety at all, in all this. *He had been removed from office and was a private citizen at the time this agreement was made.* Certainly the fact of his having *once* been a public officer did not prevent him from receiving compensation for such services. But this is of no consequence, for all the facts exclude the idea that his services were needed or desired.

But the Commissioner has fallen into an error in reference to the contents of this agreement. I presume he must have read it hastily, so that its true terms and import escaped him. He speaks of it in his late report as stipulating to pay \$10,000, whereas the sum to be paid by it is only \$5,000. This is a matter of no particular consequence, perhaps, except as it serves to show how easily we may be mistaken about the contents and meaning of a paper when it is not carefully examined.

And this paper shows, too, that I had not anything to do with the *claims against* the Indians. It speaks of claims in the hands of W. G. & G. W. Ewing, and Ewing, Chute & Co. I did not know then, and do not know now, what claims these gentlemen have engaged to prosecute. I had my own business to attend to, and did not trouble myself about theirs—if I had I should have had but little else to do. With their business generally I had as little to do as the Commissioner himself, and he might, with as much propriety, associate me with any other part of it as this. There is this, however, that may be said about these claims; that the parties who are prosecuting them are to look to *white men* for their compensation, and that nobody can doubt their right to pay their attorneys or agents what they please. And more than this, they have not sought to have them collected *in the Indian country* out of the annuities of the Indians, but have brought them here to be *judged of by the Commissioner himself*. They are now filed before him as *judge*, to be allowed, if just, and, of course, to be rejected if unjust. I do not know whether they are just or unjust, nor do I care, but it seems to me that rather an unusual direction has been given to them, that it is not common, to say the least of it, to send such matters to Congress before an examination of them has been made. But if the Commissioner chooses to reject them, whether after or before an examination, that is the end of them, so far as I can see. And certainly this furnishes no cause for sending these matters to Congress to prejudice my claim, which is as distinct from them as it is possible for two things to be.

The schedule of these claims and the paper asking their payment were executed *after I had left the Indian country*. I never saw it until the appendix to the Commissioner's report was published, and now that I have seen it, I have failed to find out who are the attorneys of the claimants, whether they have one, two, or a dozen.

I think, as the Commissioner has thought proper to declare my claim to be "unjust" and all that sort of thing, that he should not have omitted to publish the agreement of the Indians to pay me: a copy of which is on file in his office. Instead of this he has published their power of attorney to me, giving me authority to act, which might have been omitted with much more propriety. As he has chosen to

denounce my claim he should have given me the benefit of the publication of the papers in his office necessary to an understanding of it. The agreement itself, if it had been published, would have shown what the Indians agreed to pay, that it was their voluntary act, and done without the exercise of any undue influence over them by any body. There is also on file in his office a special communication from the sub-agent, in which he states the same facts in reference to the manner in which this agreement was made.

Accompanying the papers published in the "appendix" to the Commissioner's report is that which was executed by the Indians, on the 4th of October, 1854, wherein they request the President and Congress to cause me to be paid what they originally agreed to pay me, out of the money provided for them by the late treaty. Upon examining this paper I find that the certificates that were attached to it, showing its authenticity, are omitted. This I suppose has been done by the superintendent, who, instead of sending the original paper handed him by the Indians, has sent only a *copy* of the body of it. This paper was executed by the Indians, in duplicate, one being handed to me, and the other retained by them. This was done at my request, for the following reason: that as I could not remain in the Indian country until the arrival of the superintendent, I desired that they should, when he came, hand him the paper retained by them, so that he could have an opportunity of ascertaining that it expressed the will of the nation. I went there at the time I understood he had appointed to make the annuity payment, but he was not there. As I could not remain longer than I did, in consequence of engagements at home, I procured the meeting of the council of *all* the chiefs of the nation, at which this paper was executed. The meeting of the council was fixed for two o'clock in the afternoon, but as it was desired by the Indians that *every* chief should be present, it did not take place until evening. The chiefs then met at the house of one of the principal men of their number, where there were also assembled a good many of the Indians and such whites as chose to be present. Everybody at the Indian village knew of the meeting, as there was no secrecy about it, and everybody attended who desired. The two papers executed were precisely alike, that is, the one given me and the one retained by the Indians. Their execution was attested by two persons who acted as interpreter, and by five others who also understood and spoke the Menomonee language, all of whom certify that the contents of the papers were fully made known to the Indians, and that they signed them of their own free will and accord. They were also attested by five other persons who did not understand and speak the language, but who certify that the Indians willingly signed the papers after their contents were explained by the interpreters. These certificates are important parts of these papers, and should have accompanied the copy sent here by the superintendent; indeed, it occurs to me that the proper course would have been for him to send the paper itself, *instead of a copy*, for most certainly that was the design of both the Indians and myself. If I had not so designed, I should have relied only upon the one now in my possession, which contains these certificates, but I preferred, rather than do this, to

leave the duplicate that it might reach the Indian office, through the hands of the superintendent, that, as I had been compelled to leave before his arrival, he might not suppose that I desired to take any advantage of his absence, and might have a full opportunity of investigating the whole matter when he did arrive.

But instead of attaching copies of these certificates to the paper sent to the commissioner, the superintendent endeavors in his report to create the impression that the Indians did not understand the paper, by alleging that "*those of the chiefs whom I (he) asked about it did not exactly know the purport of the paper.*" Now you will observe that he does not say here *how many* of the chiefs were thus ignorant, whether one, two, or a dozen. And by looking at his report you will see that this is important, because the conversation which he thus refers to took place, as he expressly states, *before* he held a council of *all* the chiefs together. He says that he talked to some of them about the paper, and "*they promised to make me (him) acquainted, in a council to be held after the payment, with everything they had done;*" and a little further on in his report he speaks of this council held *after* the payment, and what took place at it. I hope you will observe this closely, for it is important, as showing, conclusively, that all the Indians *did* know the purport of the paper. He says that they spoke in this council of a contract made with R. Jones about cutting timber, but he does not pretend that they said anything about *my contract*, or one word calculated to throw suspicion upon the paper they had given me. But he shows the *reverse*, for he says, "*after many attempts to evade my enquiries, which were quite amusing, Osh-Kosh, handed me the paper,*" &c. Why did all the chiefs thus assembled in the presence of the whole nation "*evade*" his enquiries? Evidently because they saw that he was trying to get them to *repudiate* the paper which they *did not intend to do*, for I am satisfied that they could not be persuaded to such an act. The only answer they had to give to his enquiries was to *hand him the paper* through their hereditary head chief, through whom they always make known their will. Those who understand Indian character will readily see how significant they intended *this* answer to be. It was the only explanation they had to make. The *paper* expressed their will at the time it was made, and it expressed their will then. And for that reason they handed it to him. Could they have performed a more expressive act?

But the superintendent does not seem to have been satisfied with *this* answer to his enquiries. He states that he then made a speech to them, which, if you will turn to it, you will see was made for the purpose of persuading them, if possible, to *repudiate* the paper *after* it was handed him. He says he told them in substance that I had done nothing towards getting the consent of the Wisconsin legislature that they might remain in that State; that I had no influence with United States senators, and therefore had done nothing to aid in the ratification of their late treaty; that I had obtained their signatures to the paper "*under false pretences;*" that they had no right to pay me out of the money of the late treaty, because it belonged to the "*next generation,*" and that the whole transaction with me fell to the ground, and was "*null and void.*" Now I do not understand that it was any

part of the duty of the superintendent to be thus talking to those Indians about things of which he neither knew nor *could possibly know anything*. But this is no matter now, except as it shows the *motive* of his conduct. I simply desire to call your attention to the *effect* of this speech, in abuse of me, upon the Indians, as the superintendent has himself stated it. You will observe that he does not pretend that the Indians *said a single word* after he was done. He says, however, "they *seemed* to be perfectly satisfied" with what he had said. They "*seemed*" to be, but *were* they? He gives the answer himself, expressly contradicting this statement of their *seeming* satisfaction at his speech. In the very next sentence he says: "On my enquiry afterwards, and *repeatedly*, if they had *anything more to communicate to me*, I was answered *that they had not*." Could anything be more conclusive? They had handed him the paper as expressive of their will, and he had made his speech attacking me and the paper, and *they* had nothing more to say. They did not intend to enter into controversy with a government officer, and therefore they sat still and said nothing, for this is a prominent trait of Indian character. They stood by the paper as saying everything they had to say, and that the nation desired to be done. He may have been so well satisfied with his own eloquence as to have flattered himself with the idea that they were as much so, or he may have thought so because they "*seemed*" so, but their conduct shows the reverse. If they had desired to repudiate the paper they would have taken it back, or have told him that they did not wish it to amount to anything. But they did not, and therefore they adhered to it, and required that it should be sent here to their "Great Father," to show what they desired to be done. I apprehend there was one chief difficulty in the way of the superintendent in his effort to get a repudiation of this paper. It was this: these Indians knew that I had protected them, that I had worked for them for four years without pay; they knew all I had done for them, and that the *superintendent was talking about things that he knew nothing about*; they knew that what he said was at variance with the facts, and hence their refusal to obey him. I insist, therefore, that I have a right to consider this act of the Indians in council, in handing this paper to the superintendent and standing firmly by its contents, as an act equivalent in all respects to the most solemn ratification. It attaches to the paper a degree of solemnity not inferior to that which belongs to a treaty. It is the act of the *whole* nation in the presence of all its members, and indicated by the signature as well as the conduct of *every* chief and head man.

I believe the Menomonee Indians to be honest, and at all times since I undertook their business have been perfectly willing to trust to them for my compensation. If I had ever seen anything causing me to doubt their integrity their conduct towards the superintendent would have removed the doubt. Even his authority as a government officer was not sufficient either to persuade or force them to an act of repudiation. They knew and felt that they had acted with integrity, and while they did not intend to *debate* the question with him, they were resolved that they would not be "induced or seduced" into an act of dishonor. The effort to have them do so reflects no credit upon those

who made it, who, by such an act, but poorly discharged the duties of *guardian*.

The superintendent, in his report, says that he told the Indians I had done nothing towards getting the consent of the legislature of Wisconsin that they might remain in that State. *The Indians, themselves, knew better than this*; and they knew, moreover, that *he knew nothing about it*. I wonder that it did not occur to the superintendent to inquire *who* did do it, if I did not? The truth is, there was absolutely *nobody else to do it*. Is it pretended that a single *government officer* ever had anything to do with it? If there was such an one, let him be pointed out. But there was not. And what *private citizen* was likely so far to interest himself as to give his time to the management of such business? The Indians looked to *me*, and me alone, as they did for four years, in all matters concerning their welfare. So soon as I found it necessary to obtain this consent, I employed, *at my own expense*, several gentlemen of Wisconsin to take the memorials of the people to Madison, and explain the matter to the legislature, so as to secure the passage of the resolution. They remained there some time, until the resolution was passed, *at my expense*. They were gentlemen of high character and intelligence, and were enabled to consummate the desired object; but they acted *for me*, as the representative of the Indians. They had nothing to do with the Indians, but looked to me for their expenses, and a reasonable compensation for loss of time from their private affairs, which I paid them. The Indians knew all this, and even know who the gentlemen were; but the superintendent did not; and, therefore, he had no business talking about it. He would have maintained a much better character amongst the Indians if he had let it alone; and, indeed, so I may say of pretty much everything he said. The Indians knew all the facts, and however well they may have "*seemed*" to be satisfied with his eloquence, it was not great enough to persuade them to forget what they *actually knew*.

The superintendent talks about my having claimed to have carried the late treaty through the Senate by my influence, and his having told the Indians that I had no influence. The latter may be so, but whether it is or not, I am willing to submit to senators themselves to say whether I have, at any time or under any circumstances, acted towards a single one of them as if I claimed or thought myself possessed of influence over them. But, however they may decide this question, it is perfectly impossible for the superintendent to know anything about the relations between them and me. I never saw him in Washington, and do not know of his ever having been here but once, though he may have been. The only interview I ever had with him was at Milwaukie, on the evening of April 17, 1854; and how could he know anything about my personal relations to senators? This is not important, except that it slows the anxiety with which he prosecuted his purpose to get a repudiation of my claim. He might have succeeded better if he had not *exposed his hand* to the Indians, who, whatever their condition otherwise, see these things as readily as any people upon earth.

I never claimed to have carried the late treaty through the Senate

by my influence; I have not been in the habit of talking about that treaty *in that way*. That you may see that I did not, I will repeat here what I said to the Indians, and am ready to maintain the truth of every part of it. It was in substance this: That, although they had entrusted their business to me, and I had been their sole attorney for four years, yet, that those who made their late treaty would not let me know when they intended to make it, so that I could be there to tell them how their business stood; that when I heard what they designed, I went to Milwaukie to see the superintendent and get his consent to accompany him; but when I reached there he would not tell me when he was going, or when he expected to make the treaty; that he told me he would not suffer me to go there, to advise them or represent my own interests; that he would not recognize me as their attorney; that he would not suffer me, nor anybody else, to talk to them in reference to the treaty, but that he would make it his own way. And I told them, also, that when I learned that the treaty, as the superintendent had made it, proposed to give them only \$150,000, after the Senate Committee of Indian Affairs had reported that the very least amount justly due them was \$613,515 36, I addressed a communication to certain senators, requesting that it should be laid before the Senate, wherein I stated these facts, and what I thought was the injustice about to be done them, and asked an increase of the amount; and I stated, moreover, that I felt it to be my duty to do this, because they had confided their business to me alone, and because I did not think they would have made the treaty if they had previously been told what sum the Senate committee had reported in their favor. And I told them, still further, that after I had written this communication to senators, the Senate amended the treaty by *adding* \$92,686 to the \$150,000 allowed them by the superintendent, so as to make the sum now in the treaty, that is \$242,686.

Why should I not have told them these things? Are they not all true? And, being true, I can imagine of no reason why they should not know them. I have no idea that I shall ever be similarly situated again; but if I am, I shall certainly pursue precisely the same course, unless there shall be some provision of law forbidding it.

But the superintendent says that "all these (my) proceedings, were *under-handed*." If he means that they were *secret*, he is altogether mistaken. I have already stated that the council at which my paper was executed was publicly held. Everybody at the Indian village knew it, I have no doubt, for it was generally talked about. As many as chose to be were present, both of whites and Indians. The house was full. But if it had been *secret*, the act of the Indians afterwards, in handing him the paper in a *public* council of the whole tribe, must be held to be a *ratification* of what they had secretly done. And, besides, I could have had a precedent for secrecy, in the "*under-handed*" way in which he made the late treaty. I do not suppose that he claims a monopoly of the right to do business in an "*under-handed*" way; but there was nothing of that sort about what I did.

The superintendent says he told the Indians that "their signatures were obtained (by me) under *false pretences*," &c. As it was impossible for him to know what I had done for the Indians during the four years

I had acted as their attorney, I submit whether he did not make rather a bold venture to talk this way. If I had acted as their attorney, and attended to their business, I certainly was entitled to *some* pay. And if they had themselves fixed that pay nearly four years ago, in their own voluntary agreement, and now *only affirmed that agreement*, where are the "false pretences?"

But he told them, as an argument intended to set the whole matter at rest, that they had *no power* to touch the money in the late treaty, because the treaty had set it apart "for the benefit of the *next generation*." The employment of such an argument as this would lead to the inference that the postponement of the payment of the annuities under this treaty for *thirteen years* was made for the purpose of putting it out of my power to get compensation for my services. I do not know how this is, and consequently will not so declare, for I do not wish to do injustice to anybody. I can only say that it *seems so*—following the example set me by the superintendent. But I do not think that the opinion of the superintendent can be maintained. The "*next generation*" have no such vested right in money belonging to the present that the present cannot dispose of it. A treaty is a mere contract, and may be changed, amended, or abrogated, by the parties making it at any time. They need not wait till the "*next generation*" is born before they do this, although some of the money may be payable then. Take the example of *permanent annuities*, which, in recent treaties, have been abolished, notwithstanding they would reach to several generations *beyond the next*.

According to the notion of the superintendent, if a treaty has a single payment provided for, that runs as far ahead of the present time as to reach the "*next generation*," you may change every part of the treaty but that single payment. But I need not argue such a question. In my case the Indians consent and desire that the terms of the treaty may be departed from. They are one of the contracting parties, and are fully competent to consent to this departure. When they have done so, it binds the present and the "*next generations*" both.

And he was equally mistaken as to the law, when he told them that "the whole transaction falls to the ground and is *null and void*." Suppose that the last paper given me were, in point of fact, void, would not my *first* contract stand good? And would I not be entitled to reasonable compensation under it? Was not that the law when it was made; and is it competent for the government even so to change that law now as to operate *retrospectively* upon and to destroy my rights? These rights are *vested*, and, consequently, are protected both by the Constitution and common justice.

Is it not perfectly apparent to all who will take the pains to examine the facts, that, *but for me*, these Indians would have been allowed no additional compensation, but would long since have been removed to the Crow Wing river, where they would, in all probability, have been a prey to their powerful enemies? Had I not initiated and prosecuted the proceedings which have led to the present results, who else would have done it? Would the government agent? *He* was a witness to the treaty of 1848, and helped to make it, and would not likely have

complained of an act in which he participated. Besides, as the treaty of 1848 was made by the then commissioner himself, he would have been still less likely to complain of the conduct of his official superior. There was, then, nobody but me, or some one similarly situated, to act for the Indians in attacking the treaty of 1848. And yet the present commissioner says that I did nothing to bring about this additional allowance; but that *he*, seeing the condition of the Indians, made the treaty of 1854 without suggestions from any quarter. But *how* did he find out that anything was due them? Was it not by reference to the case made by *me* and placed upon the files of his office? Had he any *other* evidence there to act upon than what was placed there by *me*? I think not. The treaty of 1854 is, therefore, the *result of my labors*.

There are two letters published in the "appendix" to the commissioners report which I never saw or heard of before, but which it may be necessary for me to notice so far as they have any reference to me. With what there is in them concerning *others* I have nothing to do.

The first is from W. G. Ewing, sen., (now dead,) to Mr. J. B. Jacobs. I see nothing in it of any importance, unless it be the expression of a wish to have the names of two chiefs, who had not before signed them, to the power of attorney and agreement, and a desire that they should be requested to go to Green Bay, where the sub-agent resided, for that purpose. If this has any important relation to my business, it proves that the utmost diligence was employed in order that all the Indians might fully understand what was going on. So that certainly there could be no well founded objection from any quarter.

The other is from the same gentleman to Major Bruce. A portion of it has reference to me, and a portion to things with which I never had any concern, and of which I never knew anything. It speaks of my having been "legislated out of the office of commissioner to treat with the Sioux and half-breeds." This, of course, has nothing to do with my present business, but may be explained in a few words. I was appointed by the President, in company with Governor Ramsey, to make those treaties, and was soon afterward called on by an individual whose name it is not necessary to mention here, but which I can give you at any time if you desire it, to know whether I would not consent that he should have a chance to make a speculation by prosecuting claims against these Indians *before the commissioners*, and getting us to allow them. I promptly told him that I, as one of the commissioners, would have nothing to do with passing upon any claims. An effort was then successfully made, and I believe *for this cause*, to change the law in reference to the mode of making treaties, so as to get rid of me. It was done by providing that treaties should only be made by those connected with the Indian Department, and thus I was legislated out of office. I cared nothing about it, and made no effort to defeat it, being restrained from doing so by the reason that a resistance to it would have made me liable to the suspicion of desiring the place of commissioner, when the fact is, I did not want it. You will, I think, give me credit for the sincerity with which I acted in this matter, when I tell you that I spoke freely of

this thing at the time, and afterwards, as being prompted by the wish to get the claims against the Indians provided for. I went even further than this: when Governor Gorman was instructed to investigate the matters connected with the *subsequent* payment of these claims, I called on him, told him all that had occurred about the proposition to me, gave him the name of the person who made it, and a history of the circumstances under which the law was amended changing the mode of making treaties, and offered to give him my statement at any time, if it was considered necessary to a discovery of the truth. He did not suppose it necessary, I imagine, as he never called on me.

This letter states that the business of the Indians under my care was not advancing, which was true. The case, however, was then made out and submitted for decision; it was then pending before the commissioner, and the contract for my compensation was executed and on file in the Indian office. All the facts had been obtained, and there was nothing more to do in reference to them *in the Indian country*. All the papers necessary to be executed by the Indians had been obtained. These facts being observed, it is perfectly apparent that, when this letter advises Bruce to write to me, it can have no reference to any matter necessary to make out the case or to get them to fix my compensation. It may be well to observe, however, that at the date of this letter Bruce's true character had not become known, and that, as he *then* professed to desire that the Indians should obtain relief, and had them in charge as sub-agent, it was fair to presume that he would willingly communicate any *facts* which came to his knowledge necessary to secure them justice. I do not suppose this would be any violation of his duty to the government, and *may* have furnished the motive for writing that part of this letter. If it did not, I have no knowledge what the motive was.

When it speaks of the contract for the removal of the Indians being an object, it is the mere expression of an opinion. Bruce had nothing to do with that. The disposition of it had to be made here, by the commissioner; and, consequently, what was in this letter could have no bearing upon it. If they had to be removed by contract—the usual mode—some private citizen had to do it; and if it was an object, as government contracts are generally considered to be, one man had as much right to do it as another.

It speaks of *something* that had been talked about between Bruce and the writer, that would result "in a good profit." I do not know what it was, for I had nothing in the world to do with the general business of W. G. & G. W. Ewing, which was of the most extensive character. And the letter itself shows that I had nothing to do with *this* business, for, when directing Bruce to write about it, it says: "Write to *my brother* about *this*." He did not direct him to write to *me*, as he would have done if it had had relation to Menomonee matters, for he knew that I was the *sole attorney* of these Indians, and that I never did suffer anybody to direct their business but *myself*.

But the letter furnishes additional evidence that it had no concern with matters in my hands. If you will observe its contents, you will see that it speaks of proposals between Bruce, Wright, and W. G. & G. W. Ewing, and that, in reference thereto, Bruce would be sent a

copy of "*Coquillard's contract.*" This contract was what he was writing about. It was a different affair entirely from anything concerning the Menomonees, for Coquillard never had any connexion with their business in any way. They are all three dead—Ewing, Bruce, and Coquillard—and this letter was a private one upon their private business. I am only left, as others are, to infer what they were corresponding about.

These inferences I have given, and if they are not the true ones I can imagine no other. All that concerns me in regard to it is the use now sought to be made of it.

This letter is already so long that nothing but existing circumstances would have justified it. I have endeavored to make it only a plain narrative of facts, and have refrained from unkind reflections upon anybody. I am sorry that the commissioner has felt it to be his duty to act otherwise towards me, and feel convinced that, when he comes to examine the facts more carefully, he will see that he has done me injustice. I have endeavored always to treat him respectfully, as will be seen by examining all the papers on file in his office that were written by me. And as my case is now before Congress, and requires no further action of the department, I can only renew my request that this communication be placed on file in the Indian office.

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

R. W. THOMPSON.

Hon. R. McCLELLAND,
Secretary of the Interior.

No. XI.

WASHINGTON, *March 14, 1855.*

SIR: The Secretary of the Treasury has permitted me to see his letter referring my case to you, and I beg leave to make a few suggestions in relation to it.

In addition to what I said on the memorandum handed you this morning, permit me to remark, (upon the question as to the *time* of payment,) that if the money were not paid *now*, but were left in the treasury, it would under, I think, the law of 1836, lapse in the treasury; so that thereafter a new appropriation would have to be made. Congress, therefore would not be guilty of such an act as to make an appropriation to take effect in *twelve years*, when it could only have effect for two.

I think there can be no question about the competency of Congress to appropriate this money. It will be observed that it is the money of the United States that is appropriated—not that of the Indians. Has not Congress the right to appropriate its own money for any purpose it pleases? The question as to whether it can be deducted from the annuities, is a question to be decided hereafter between the United States and the Indians. For the present, the United States merely pay me because it was its interference that destroyed my vested right.

But in a question between the United States and the Indians, it is perfectly competent to deduct this money from the annuities. It has been often done; the cases are innumerable where acts of Congress have directed Indian annuities to be paid to individuals. (I can refer you to them if you desire it.) A treaty, though the primary law, is yet but a contract, and its terms may be changed by the consent of the parties. Here, the Indians consent, and their memorial of October 4, 1854, is made by them as valid as the treaty. By the treaty, the annuities are to be paid by Congress; but by this memorial, and the 27th section of the present act, Congress and the Indians agree that, when the annuities are due, the sum now paid shall be deducted; can there be a clearer question? If this cannot be done, then Congress and the Executive have always misunderstood the law in such cases.

As to the effect of the proviso, permit me to refer you to what I have said to the President and Secretary of the Treasury. It cannot be considered a part of the law, now its having been adopted, referred to, to furnish a rule of interpretation, unless there were ambiguity to be explained, and there is not.

The act upon its face shows, without ambiguity, what is to be done, and when. There the whole case stands.

You will excuse the character of these suggestions, as they are prepared in great haste.

I have the honor to be, most respectfully, your obedient servant,
R. W. THOMPSON.

Hon. C. CUSHING,
Attorney General.

P. S.—Please place on file a release which I hand you at the suggestion of the Treasury Department.

R. W. T.

WASHINGTON CITY, *March 14, 1855.*

Whereas the Menomonic Indians, by their chiefs in general council, did, on the 15th of February, 1851, make an agreement with the undersigned, by which they stipulated that he should be paid one-third part of whatsoever sum should be thereafter recovered by them for lands sold by them to the United States by the treaty of 1848; and whereas, on the 4th day of October, 1854, the said Menomonies executed a memorial to the President and Senate, whereby they requested the payment to the undersigned of the one-third part of the sum allowed them by their treaty of May 12, 1854; and whereas Congress, by the 27th section of the act making appropriations for the civil and diplomatic service, approved March 3, 1855, appropriated one-half of said sum: Now this is to witness and make known that the payment to me of said one-half, as provided by said act, shall be in discharge of the whole of said contract of 15th day of February, 1851, and the memorial of October 4, 1854, for all the services heretofore rendered by me under the same.

R. W. THOMPSON.

No. XII.

The discussion in the Senate shows that it was designed that the money should be paid *now*, and in advance of the time when the annuities are to become due. It was after that discussion, and when it was said that the Indians would have to be charged with the interest, that I proposed to take only one-half of the amount due.

The title of the civil and diplomatic act shows that the appropriation was made with the distinct purpose that it should be paid, as all other appropriations in that bill, during the fiscal year ending June 30, 1856; the provision for my payment being placed in an act with this purpose avowed by its title, the payment of the money during the time covered by the act is one of the objects to be effected by it.

The 27th section of the bill is not susceptible of any other legal interpretation. It means that in every part of it.

First. It recognizes and gives congressional sanction to the memorial of the Indians of October 4, 1854, and provides that the money shall be paid "in accordance with" it. This memorial distinctly requests the payment of the money—of double the sum, however. Its whole import shows that the Indians desire the money to be paid *at once*, and "*charged against* the amount due them by the treaty."

They ask that when paid, the sum may be "deducted from the amount *hereafter* to be paid" them "in whatsoever manner the sum is to be paid by said treaty;" and they discharge the United States "therefrom forever hereafter"—that is, after the payment. And they confirm and ratify any departure "from *any* of the stipulations of said treaty in order to pay said money, &c." Could anything be clearer? And it is "*in accordance with*" these provisions of this memorial that Congress has directed this money to be paid now. If they had not so designed, they would not have said that it should be paid in *accordance with* "the memorial;" nor would they have made an appropriation at all, if they had not so designed. The very fact of their having done so settles the question. Who ever heard of money being appropriated *twelve years before it was due* or intended to be paid?

Second. It provides that it shall be paid out of *any money in the treasury, &c.*—NOT OUT OF INDIAN ANNUITIES. If it had been payable out of the latter, it would have been made the duty of the *Secretary of the Interior* to pay it. But an examination of the debates will show why Congress required it to be paid by the Secretary of the Treasury and "out of any money in the treasury." If it had been designed that the money should not be paid till the annuities are due, it would have been made payable out of them, according to the usual mode.

As it is not so made payable, but of "any money, &c.," the idea is positively excluded that payment could be postponed till the annuities are due. To do so would violate the express letter of the law.

Third. It makes it the *special* duty of the Secretary of the Treasury to pay this money. He has first to see that the ministerial duty is performed of ascertaining what amount is to be paid, and then he is required to perform the executive or administrative act of paying

the money so found to be due. This ministerial duty he performs through his accounting officer, subject to his revision. The administrative act he is obliged to perform himself, because he is especially required to do so. *Quere*. If he were to refuse under this special law to act, would an appeal lie to the President? This is not like a case where he acts as the "head of the Treasury Department" under general provisions of law, and I apprehend it would not. This is only put to show the *special* character of the duty imposed by this statute.

Fourth. After the money is paid by the *Secretary of the Treasury*, who takes no account of Indian annuities, then it is to be deducted from the annuities *when due and payable*, that are *to be paid, &c.* And this is to be done by the proper department having charge of that business, whenever the same are "*due and payable*," and are "*to be paid*," &c. The deduction of the sum paid is to be made when the annuities are "*due and payable*;" but the money is to be paid now. There is not a word about the money being paid when the annuities are "*due and payable*;" but the idea is excluded everywhere.

Fifth. It recognises my right under the original agreement of February 15, 1851, wherein the Indians stipulated that I should be paid. That agreement was made at a time when a rule of the department and a standing decision of the Attorney General recognised the right of an attorney for the Indians to reasonable compensation; the latter of which held that the money should not be all paid to the Indians, but enough should be paid by the government directly to the attorney to remunerate him fairly. It was made with the consent of the President, Secretary of the Interior, and Commissioner of Indian Affairs; and therefore, after my services were rendered, I had a vested right in the money recovered. Congress recognised this right; and because the United States stepped in and made this treaty without my knowledge, and thereby impaired my vested rights by postponing the payment of the annuities so long as to put it out of my power to be paid, it was provided that I should be paid *now*, and the sum paid *hereafter* be deducted from the annuities when "*due and payable*."

R. W. THOMPSON.

No. XIII.

WASHINGTON, *March 21, 1855.*

SIR: My friend Colonel L. Lea will represent me in any matter pertaining to my business before you while I am absent from the city. He will at any time receive such communication as you may wish to make me in connexion with it.

I have the honor to be, most respectfully, your obedient servant,
R. W. THOMPSON.

Hon. C. CUSHING,
Attorney General.

No. XIV.

MY DEAR SIR: In considering the claim of my friend and constituent, Mr. Thompson, permit me to call your attention *specially* to a paper now before you, dated 4th of October 1854. It is in the handwriting and certified by Mr. McKeen, of Terre Haute, Indiana, a gentleman of the first respectability, and a man whose character is unimpeachable in every sense of the word.

Very truly, yours,

J. D. BRIGHT.

HON. JAMES GUTHRIE,
Secretary of the Treasury.

 No. XV.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, March 24, 1855.

SIR: I have the honor to transmit herewith a letter just received from superintendent Huebschmann, in relation to a claim of Richard W. Thompson against the Menomonic Indians, and the instrument which Mr. Thompson has filed, and on which he requests the favorable action of the Treasury Department in his behalf, as provided by the clause in the civil and diplomatic bill, passed March 3d, 1855, directing that the Secretary of the Treasury, in accordance with the memorial of the Menomonic Indians to the President and Congress, pay to Richard W. Thompson, &c.

Your attention is particularly called to the statement of superintendent Huebschmann, that the paper which Mr. Thompson has filed as the memorial of the Menomonic Indians is not such; his protest against it being so considered, and his reasons therefor.

I also add my opinion and testimony to that of the superintendent, that the paper presented by Mr. Thompson, and which I have inspected at the Attorney General's office, cannot be considered as the memorial of those Indians.

The treaty made with them by Commissioner Medill, on the 18th of October, 1848, (U. S. Stat. at Large, vol 9, page 954,) is executed by twenty-nine of the chiefs, headmen, and warriors of the tribe.

The articles supplementary and amendatory thereto, concluded by superintendent Huebschmann and said Indians on the 12th of May, 1854, are attested by the names of twenty-one of the chiefs, headmen, and warriors of the tribe, (page 5, pamphlet copy of said articles;) and the amendments to the supplement (page 7 of same pamphlet) are signed by twenty-five of the chiefs, headmen, and warriors of the tribe. The paper dated October 4, 1854, and in accordance with which Richard W. Thompson requests the treasury to pay him upwards of \$40,000, has not, it will be observed, one-third of the signatures attached to it that are to be found of record as parties to the

treaty of October 18, 1848 ; nor has it one-half of the names of those who executed the supplemental and amendatory articles of May 12, 1854, and scarcely one-third of the names attached to the assent of said Indians to the Senate's amendments to the said supplemental articles.

Nor is the supposed memorial accompanied by the usual and ordinary evidence required to authenticate instruments executed by Indian tribes.

It was not executed in the presence of the United States agent or interpreter, nor acknowledged before them or in their presence, nor does it appear that the United States interpreter interpreted the contents of the instrument to those who executed it.

The clause in the appropriation act provides "that in accordance with the memorial of the Menomonic Indians to the President and Congress, dated the 4th of October, 1854, and executed in general council of the nation," the Secretary of the Treasury pay, &c.

The paper presented by Mr. Thompson at the treasury does not appear to be such an instrument as Congress had in view when the act passed. The law refers to a paper "executed in general council of the nation ;" now, the paper filed by Mr. Thompson is designated in the body of it as an instrument made by the chiefs and headmen, in general council assembled. It says, after reciting certain matters : "Now, therefore, we, the undersigned, the chiefs and headmen of the Menomonic nation of Indians, in general council assembled," &c ; but in no part of the instrument does it appear that the same was "executed in general council of the nation," or even that the nation had been assembled at all, or that any authority was conferred for that purpose on the persons who appear to have signed the papers. I submit, therefore, that no such instrument or memorial as that contemplated by Congress has been presented by Mr. Thompson to the Secretary of the Treasury, and that the payment of his demand ought and must be deferred until he presents at the treasury a memorial of the Menomonic Indians, "*executed in general council of the nation*," and dated October 4, 1854 ; and, as the friend of said Indians, I, on their behalf, most respectfully, but earnestly, protest against the payment to him of any portion of the funds due, or to become due them, and arising under the stipulations of any treaty or supplement thereto, or amendments of the same, at least until the said Indians have had an opportunity of being further heard, and until Mr. Thompson shall have presented a memorial such as was contemplated by the law.

Having learned that the papers presented by Mr. Thompson at the treasury are now before the Attorney General, I respectfully suggest to you the propriety of giving to this communication, and the document accompanying it, such direction as will place them before that officer.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

Hon. R. McCLELLAND,
Secretary of the Interior.

The following endorsement was made on the preceding communication:

Respectfully referred to the Attorney General, in accordance with the Commissioner's request.

GEO. C. WHITING,
Chief Clerk.

DEPARTMENT OF THE INTERIOR,
March 24, 1855.

WASHINGTON, D. C.,
March 23, 1855.

SIR: Since my arrival in this city, on the 19th instant, I have learned that, to avail himself of the benefits of a clause to "An act making appropriations for the civil and diplomatic expenses of government for the year ending the 30th of June, eighteen hundred and fifty-six, and for other purposes," R. W. Thompson, of Indiana, has presented to the Hon. Secretary of the Treasury a paper, stated to have been signed on the 4th of October last by a number of the Menomonies, and claimed by him to be a "memorial of the Menomonic Indians to the President and Congress," and as expressing the wishes of said tribe, and as binding upon them. Since I may be presumed to be acquainted with the views, usages, and customs of these Indians, I deem it my duty to protest against the paper being considered as a memorial of the Menomonic Indians, and expressing their views, or as binding upon them, and to state some of the reasons for this protest.

1. It does not appear from the paper, nor from any examination into the facts in the case, that the Menomonic tribe had conferred authority for any such purpose as is expressed in the paper upon the persons claimed to have signed it.

2. It does not appear that the council, where the paper is claimed to have been signed, was held in conformity to the usages of the tribe, at the council-house of the tribe, between the hours of 9 a. m. and 5 p. m., such of the warriors and young men being present as would take an interest in the public affairs of the tribe, and the subject to be acted upon being generally understood by the tribe, and particularly by those present at the council.

3. A majority of the names signed to the paper are the names of such as are not considered chiefs, since, at their own request, I reduced in 1853 the number of chiefs participating in the fractions to about 25, leaving it to the larger of the ten bands to select each three, and to the smaller bands to select each two chiefs. I adhered to this rule in admitting them to sign the articles of May 12th, 1854, and it appears that of the twenty-one chiefs who signed that instrument, only about nine (considerably less than one-half) signed the paper of the 4th of October; and since the Senate of the United States thought the signatures (twenty-one in number) to the articles of the 12th of May, 1854, insufficient, and ratified them only on the condition of the assent

of certain other chiefs being given, it would certainly be improper to consider the names signed to Mr. Thompson's paper as sufficient.

4. The usages of the Menomonie Indians require the presence of their officer (superintendent or agent) at any council which is to consider important affairs, and the officer to make a record of such proceedings, so as to prevent any disputes to arise afterwards. It seems that the propriety of this usage has been entirely overlooked in this instance.

These are some of the reasons which force upon me the conclusion that it would be improper to consider the paper of R. W. Thompson as a "memorial of the Menomonie Indians," and as in the least binding upon them.

Most respectfully, your most obedient servant,
FRANCIS HUEBSCHMANN,
Superintendent.

Hon. G. W. MANYPENNY,
Commissioner Indian Affairs, Washington, D. C.

No. XVI.

Memorandum for Attorney General.

That part of the 27th section of the civil and diplomatic act which concerns my interest is simply that which directs the Secretary of the Treasury to pay me so much money. I have nothing to do with the remainder of the section, nor, in contemplation of the law, has the Secretary of the Treasury. *His* duty is to pay the money, and this is purely an administrative act. After this, it is a question between the government and the Indians as to whether or no the sum shall be deducted from the money provided for in the treaty.

When that time comes, if the Indians do not object, *no body else can*. No officer of the government has power, under the law or the constitution, to raise a question for them, and against their will, as to the power of Congress to dispose of its own or their property as it shall think best. All laws of Congress are binding upon its own officers, and all executive officers must obey them.

The department having charge of the affairs of the Indians may be considered as in the nature of a *guardian* to them; but it is a new doctrine that this guardianship extends so far as to afford protection *against Congress!*

The three great powers of government are distinctly separated by the constitution; and though it has been doubted whether there is sufficient security against *legislative* usurpation, yet it is well settled that the only share the Executive has in legislation consists in the power of *rejecting*. By the exercise of this power the President may prevent a law from being passed, and to that extent may restrain the legislative will.

But when the law is passed *with his consent*, it thereby becomes an

established rule, and cannot be altered by the Executive, but must be carried out. It is the will of the nation, expressed by the two law-making departments, and must be executed as expressed, so far as they are concerned. The Executive cannot stop to inquire, after this, how far the constitution is invaded, because he has already, by his approval, consented that the law shall stand as the legislature declared it. If any of those private or other rights which may be adjudged by the judiciary are impaired, then the judiciary may inquire how far the legislative and Executive combined have, in doing so, violated the constitution. But this is the only mode in which such a question can legitimately arise. In all other cases every department is bound by the law, and must administer it.

The whole doctrine may be summed up in a few words. The legislative power is unlimited except where there is a constitutional prohibition. The Executive may defeat the will of the legislature in any case where there is such prohibition. But if the Executive agrees with the legislature and approves the action, then it has decided that no such prohibition exists, and must execute what it has agreed to as the will of the nation. Then if the matter can become the subject of judicial inquiry, the judiciary may inquire how far the legislature and the Executive, by their joint action, have violated the constitution.

But this inquiry can never arise in cases where alone the public policy, the disposition of the public property, or the appropriation of money is concerned. There no such interests are affected as can become the subject of judicial inquiry.

If the doctrine were otherwise, the whole purpose of government might be thwarted by the President, by a refusal to execute a law after it had been passed by the legislature and approved by him. If he could then stop to inquire into the constitutional competency of Congress to pass the law, and could exercise the power of suspending its execution if he should find it prohibited by the constitution, he might stop the operations of government. We should then have executed only such laws as he thought constitutional, and the remainder would become wholly ineffectual.

It is clear, therefore, in my case, that it is not competent for the executive department to arrest the Secretary of the Treasury in the performance of the administrative duty of paying the money.

If it were, and the question were legitimately raised whether or no the act was in conflict with the treaty, which is the supreme law, the answer is equally clear.

A treaty is but a contract as between the parties to it. As the supreme law, it is merely equivalent to an act of the legislature, and is no higher. As such, the legislature by another law may change its terms so far as *all the departments of the government are concerned*. Nobody can complain of this but the other party to the treaty, and none of the departments of the government are authorized to make this complaint for this other party. They are bound by the law making the change upon the general principles already stated. The Executive, by consenting to the last law, has consented to the change, and is bound by it. There is, then, no power but the judicial that can inquire into the conflict, if any exists. And this cannot be done by

the judiciary except in the particular case of controversy between the United States and the other party to the treaty. Such a controversy cannot arise here.

When the terms of a treaty import or contract for the performance of an act in the future, then it addresses itself to the *political* departments, not the judicial. *Foster and Elam vs. Nulson*, 2 *Pet.* 314. In such a case the legislature executes the contract in its own way; certainly so, so far as *the departments of the government are concerned*. How can it be possible that there can be a question between the Executive and Congress as to the manner in which Congress shall discharge its political obligations? And more especially may it be asked, how it can possibly be that such a question could be raised by the Executive after the President had consented to the law by approving the act as passed by Congress?

I need not say I hope that these suggestions are made with entire respect for the executive department.

I will forward, in a day or two, additional suggestions as to the *time of payment*.

R. W. THOMPSON.

TERRE HAUTE, *March 29, 1855.*

No. XVII.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, May 3, 1855.

SIR: I have the honor to transmit, for your information, a copy of a letter received from superintendent Huebschmann, dated 24th April, 1855, with copies of its enclosures, being a copy of a letter from Richard W. Thompson to the Menomonie Indians, dated March 7, 1855, and a memorial of said Indians to the President, dated April 17, 1855. From the memorial of the Indians, it would seem that some of Thompson's emissaries had obtained the signatures of a portion of them to a paper which they confess they did not understand, and which, by this last act, they desire to cancel.

If individuals are permitted to act as Mr. Thompson seems determined to do with these Indians, and papers thus surreptitiously got in the absence of the legal agent of an Indian tribe, and such papers are to be regarded by any department of the government as worthy of consideration, the interests of the Indians may hereafter be considered to be at the mercy of the heartless, avaricious, and unprincipled, and not under the protection of the agents appointed by law to guard their rights.

It is to be presumed that the instrument to which the Indians allude as having been signed by some of them, is now on file with the papers in the case of Thompson's claim, and is, no doubt, claimed by him to be evidence of the assent of the Menomonies for him to receive the amount appropriated by Congress. I therefore respectfully suggest that these accompanying papers may be transmitted to the

Treasury Department, to be filed in the case of the claim of Richard W. Thompson.

Very respectfully, your obedient servant,
GEO. W. MANYPENNY,
Commissioner.

Hon. R. McCLELLAND,
Secretary of the Interior.

[1.]

NORTHERN SUPERINTENDENCY,
Milwaukie, April 24, 1855.

SIR: I enclose a copy of a letter of R. W. Thompson to the Menomonic Indians, and a memorial of the chiefs revoking any document of Thompson's which some of them have signed.

This is a voluntary expression of their views, and all of the head chiefs and most all others have signed it.

Very respectfully, your most obedient servant,
FRANCIS HUEBSCHMANN,
Superintendent.

Hon. G. W. MANYPENNY,
Commissioner Indian Affairs, Washington, D. C.

[2.]

To Osh-kosh, the head chief, and the other chiefs of the Menomonic nation:

MY FRIENDS: As I told you I would do, I laid the paper you gave me when I was in your country last October before the great council. They have considered of it, and have agreed to do as you asked them to do, except that they have agreed to pay me only one-half of what you asked them to pay me. You promised me that I should have one-third of what is in your last treaty, and you asked the great council to give me that much, but the law they have passed only gives me *one-half* of that, and I have agreed to take it; and I send you a copy of the law that you may keep it, so as to see what has been done. You can get some of your friends to explain it to you, so that all your people can know what it is.

The great council gives me its own money now, and agrees not to take it out of any of your money for *twelve* years. When they begin to pay you what will come to you under your last treaty, then they will take it out of that. But it does not take a dollar of any money coming to you under your other treaties. That will be paid to you as it is due, and you will get it all. I always told you that I did not

want any of the money coming under your old treaties, and I have not asked the great council for it. If any body tells you that I am to get any of it, you must not believe them, for it is not true. All that the great council has agreed to pay me is what I tell you. They pay it out of their own money, and do not take any of yours to pay it back again for twelve years.

I have heard what the superintendent said to you when he paid you your provisions last month, and when he tried to get you to say that some government officers have been concerned with me in attending to your business. I am glad you told him the truth, for it is always best to tell the truth. You know very well that I had a quarrel with Major Bruce on your account, and that he got mad with me because I agreed to be your friend. He had used your money and was afraid that I would find him out, which you know I did do, and the great council paid you the money back again.

The commissioners and the superintendent hate me because I have been your friend, and they do not want me to be paid anything for what I have done for you for more than seven years. I expect they will try to get you to sign a paper telling your Great Father that you do not want me paid; but if they ask you to do so, I hope you will not sign it, nor anything of the sort. If you have to sign any more papers about it, I want you to wait till I come. If it is necessary for you to sign any more papers about it, I will come to see you, and then I can hear what the superintendent has to say.

The commissioners told the Great Council that *Osh-kosh* and *many others* of the tribe of the Menomonies were "*intemperate and demoralized in their habits and condition,*" and charged me with trying to cheat you. You know that I have not told you that I would do anything that I did not, and that if it had not been for me you would have been sent to Crow-Wing, and would not have got any more money; and you know that I have never cheated or deceived you, but that I have always been your friend ever since you first came to see me and asked me to be your friend.

I intend to be your friend still, and do not intend to stop until I get you all that I think you are entitled to. You told me all about how that last treaty was made, and it is as easy to fight against that as it was to set aside Colonel Melvill's (Medill's) treaty. The committee of the Great Council thought you ought to have more than \$600,000; but that treaty only gives you \$242,686, \$92,686 of which was put on by the Senate after the treaty was signed; all of which you know. I think you will get the difference yet, and I intend to try and get it for you. But you must not sign any more papers stating you do not want me paid; for if you do, I must stop, and then you cannot find anybody else that will work for you. People cannot work and spend their money for nothing.

The Commissioner and superintendent want to keep me from getting my money that you promised me, so that you may not have anybody but them to see to your interests.

But the Great Council by agreeing to pay me have said that I may be your friend if I choose; and I will be, unless you sign some paper saying I shall not be.

If you want me not to be your friend any longer, and will say so, I will stop; but I shall not believe that you do until I hear from you.

I shall come up and see you this summer, any how, and shall tell you all I know about your business, and what I am going to do for you hereafter; and I shall tell the superintendent when I am going, so that he may be there and hear what I have to say; for I am not afraid to talk to you before him and tell you all I want to say. I hope you will not sign any more papers about the business I have done, or about paying me, till I come or till you hear from me again, unless it is a paper that you want me paid what the Great Council has agreed to pay me.

The Great Council are friendly to the Menomonies, and will see that justice is done them; and your great father, the President, is also your friend, and will do so too. He does not know how you have been treated, for he has so much else to do that he has not time to examine it. When he does know, he will not let you be imposed on, for he is an honest man. A great many things are told you that he does not know of; if he did he would not let it be told you. You will recollect what you asked me two or three years ago, about getting you some land for all of your people that had been in war for the United States. I told you then that I would try and get it for you; but the present Secretary of the Interior decided that Indians could not have it, and I had to stop. You remember, also, that when Carron asked me about it in the Council last fall, I told him that I would do all that I could to get the Great Council to let Indian soldiers have land just as white soldiers. The Great Council have done so now, and have passed a law saying that Indian soldiers shall have land too. Now I can get your land for all of you that have been soldiers for the United States. You can get 160 acres each, and it will be worth a good deal of money to you. What I want you to do is, not to have anybody try to get this land for you till I come to see you; for if you employ anybody else to do it, they will charge you for it, and I will get the land for you and not charge you anything, because I promised you several years ago that I would.

When I make a promise I always stand to it, and I hope you do, too.

I send this to Osh-kosh, at Shawnee, as he lives near there and will get it. He can have it read to all the chiefs, and they can then know what is in it, and then Osh-kosh can keep it.

Your friend,

R. W. THOMPSON.
J. B. HUTT.

Correct.

This is a true copy of the original.

WASHINGTON CITY, *March 7, 1855.*

JOHN WILEY.

[3]

MENOMONIE PAY-GROUND, *April 17, 1855.*

We, the undersigned, chiefs and headmen of the Menomonie tribe of Indians, do hereby express our sincere views to our Great Father with regard to the papers we signed on the 8th day of April, at the house of Mr. Elias Murray. Said papers were said to be sent by Mr. Thompson for us to sign. We hereby confess that we did not understand what we signed. We were pushed to it by evil counsel; therefore we hereby counteract what we did at said council, and wish said papers to be considered no more than blanks. We wish to do justice to all; but we wish to understand what we do, so as to avoid advantage being taken of us. Said council was held in the absence of the superintendent and agent.

Carron,	his x mark.	Osh-Kosh,	his x mark.
Pequakenaugh,	his x mark.	Lamote,	his x mark.
Keskena,	his x mark.	Waketshaw,	his x mark.
Shencapenash,	his x mark.	Showanee,	his x mark.
Komanegan,	his x mark.	Oshkenine,	his x mark.
Shapwatake,	his x mark.	Makalabenosh,	his x mark.
Ahkenebon,	his x mark.	Maketabenash,	his x mark.
Washasha,	his x mark.	Shoneon,	his x mark.
Yako,	his x mark.	Ahoshshen,	his x mark.
Whiskeno,	his x mark.	Wabenasbeam,	his x mark.
Mamekene,	his x mark.	Metawapetashien,	his x mark.
Wobamesha,	his x mark.		

The chiefs on the left side did not sign Thompson's papers to the President of the United States.

Signed in full council, in my presence, on this the 17th day of April, 1855, at the Menomonie Pay-Ground.

J. B. HUTT, *Special Agent*

For the Indian Department to the Menomonie Indians.

In the presence of—

JOHN WILEY,

JOSEPH GOTIER, *interpreter.*

IGNATIUS CORTNER.

No. XVIII.

MENOMONIE RESERVATION,
Wolf River, Wisconsin, April 9, 1855.

DEAR SIR: We have just received the printed laws of the late Congress, giving bounty lands to Indians as well as white soldiers for serving in war, and also the law authorizing you to receive a part of the money we owe you at the treasury of the United States. We are very happy to hear this news, and have presumed to express our thanks and gratitude to Congress and our great father, the President, for these acts of justice.

We desire you to present our communication to the President, and we hope he will condescend to notice our poor letter and approve the contents.

We all present you our unabated confidence and esteem.

Respectfully subscribed,

Osh-Kosh,	his x mark.
Namotte,	his x mark.
Soulenie,	his x mark.
Wau-keechou,	his x mark.
Osh-kee-he-na-niew,	his x mark.
Ah-kee-ne-bo-wee,	his x mark.
Wah-tah-sah,	his x mark.
Nah-nah-hay-tock, sr.,	his x mark.
Nah-nah-hay-tock, jr.,	his x mark.
Copagascegay,	his x mark.

Witnesses present:

WM. JOHNSTON, *interpreter.*
 MITCHEL WHITE,
 RICHARD PRITCHET,
 WILLIAM POWELL, *acting interpreter.*

To our friend and attorney, RICHARD W. THOMPSON.

No. XIX.

WASHINGTON, *May 12, 1855.*

SIR: I thank you for the permission to examine the papers handed me by you yesterday, which were recently sent to your office from the Department of the Interior, and which have reference to my business now before you. I desire to say a few words in relation to them.

Of the contents of the paper dated April 9, 1855, (not April 8,) wherein the chiefs of the Menomonie Indians request that I be paid the money appropriated for me by Congress, I had no knowledge until I arrived in this city on Wednesday last. I did not see it until Thursday, when a copy of it was handed me by the gentleman who represented my interest in my absence, and who, having received it while I was out of the city, considered it his duty to place it on file. I had no idea that such a paper had existence until I was informed of it by telegraph while at home, when I hurried here immediately. I had no personal agency whatever in getting it executed. I never directed any body to have it executed. I never had any knowledge or suspicion that it was contemplated to execute such a paper. And to this I pledge my personal honor.

I did not consider such a paper necessary, as my rights arise upon the face of the act of Congress. Nothing done subsequently thereto can affect them. After you were kind enough, some weeks ago, to intimate to me that you did not regard the *subsequent* consent of the Indians as being required by the law, I should have been treating

you uncourteously to have procured such a paper. And I deem it necessary to say what I have in relation to it, that I may place myself right with you, for I have too much respect for you, and I hope also for myself, to be guilty of an act of the slightest discourtesy toward you, either personally or officially.

From the moment I heard of the existence of the paper, I considered it and treated it as of no sort of moment at all, so far as it bore upon any question arising out of the law passed in my favor, and for reasons which must be manifest. The law must be executed without the concurrence of the Indians. They have no power to enlarge or narrow its terms. It must be interpreted by known and established rules which they cannot alter. If it is a law at all, it is so without their consent; if it is not a law, their consent cannot make it so. If Congress had the power to direct its own money to be paid me by the Secretary of the Treasury, then the direction is obligatory upon the Secretary, whatever the Indians may do or say; and that is the only part of the law that concerns me. The remainder may involve a question hereafter between the government and the Indians about the deduction of the payment out of the annuities, but I have nothing to do with that; if I had, Congress has made the direction in my favor, and there is no constitutional power in the executive department to review the justness and propriety of that direction. If there were, the question cannot arise so as to impair my rights, as it is between the United States and the Indians. If the government has no power to take the Indian annuities to reimburse the payment to me, the effect would be that payment to me is provided for out of the public money in the Treasury; and I apprehend nobody can doubt the power of Congress to appropriate that for whatever purpose it pleases, with the consent of the President, which, in my case, has been obtained by his approval of the act.

But if this paper were necessary to the payment to me, I should have little difficulty in concluding that it expresses the honest desire of the Indians, of whose integrity I have not had and have not now the slightest doubt. I am as well satisfied that they desire this money paid me, as I am of any other thing about which my opinion is fixed; I *know* it as well as I can know anything which is not evidenced to me through one of the senses. And I not only believe, but know quite as well, that, fairly and honestly dealt with, there is not sufficient power or influence anywhere to induce them to disavow their obligations to me, or to repudiate their indebtedness.

I have not been informed how or under what circumstances this paper of the 9th April was obtained or executed. It came here from the Indian country addressed, as I understand, to me, and was placed before you in the manner already indicated. Accompanying it, there also came a private letter from the Indians to me, which I file herewith, that you may see how they have there spoken to me of the paper. This was evidently intended as a private letter to me, but, under existing circumstances, I beg leave to have it placed on file with the other papers. It goes far to show that the paper of the 9th April was the *voluntary* act of the chiefs who were then present, and you will see that it was written in reply to a former letter of mine to

the Indians. I have a conviction, as fixed in my mind as any other that possesses it, that the paper of the 17th April does *not* express the real wishes of the Indians, if it shall be interpreted to mean that they do not desire me to be paid. In obtaining this paper, it seems to me they have been imposed on in some way. To my mind it is perfectly apparent that they have not fully understood the contents of the paper, and that, at the time they made it, they must have been told that the paper of the 9th April contained what it does not contain. The man who acted as interpreter is an Indian, and can scarcely speak the English language, if at all. He is the blacksmith of the tribe, I think, and I would be almost willing to pledge myself that he could not, if the paper were now handed to him, read one word of it. I do not assert this, but, if I recollect the man rightly, do not doubt the correctness of my impression. If the truth were fully known, I doubt not it would appear that the Indians were told that the paper of the 9th April gave away their present annuities to their *traders*, with whom there has been a studious effort falsely to connect me; and that *in that way*, and that only, were they induced to sign this last paper. There was no white man present who professed to have seen or read the paper of the 9th, therefore they could give no correct information of the contents. Who was this "*special agent*?" where was the regular agent? where was the government interpreter? why pass these by and get a "*special agent*" to do this business? But, however obtained, the effect of this paper is only to repudiate that of the 9th April, and to leave the case just where it stood without it, which is just where I consider it as standing. The fact is—if it were necessary for me to make the argument—that these two last papers, taken together, furnish the strongest presumptive evidence that the *Indians desire me to be paid according to the act of Congress*. They had that act before them, and knew its contents; and if they had not designed that it should be executed, and I paid according to its terms, they would have said so in this last paper. Why should the superintendent, without any authority of law, send a "*special agent*" to the Indian country to obtain a repudiation of a paper which the Indians thought proper to send the President through me, and about my business? What motive prompted him, but the motive to get it repudiated and to prevent me from being paid? And why? Can anybody imagine any other reason for this than a wish even to defeat an act of Congress, to gratify personal hostility to me? And so strong is this feeling, that he has been unable to conceal it in his letter of the 24th April to the Commissioner. Speaking of the paper of the 17th, he says, it is "a memorial of the chiefs, revoking *any* document of Thompson's," &c. Now the paper of the 17th does no such thing. It does not revoke a single paper of mine, nor one that I ever had anything to do with. It only asks that the paper of the 17th may be "considered no more than blank." Well, suppose it be so considered, how are my rights impaired? Do not *all* my papers, upon which I base my claim, still stand unrevoked? Does not the act of Congress remain to be enforced?

Now, when it is perfectly apparent that the superintendent sent his "*special agent*" there especially to get a repudiation of my debt and

to *defeat the will of Congress*—when it is equally apparent that no higher feeling than that of personal hatred to me prompted the effort, is it not a conclusive inference that this paper of the 17th would have been made to repudiate *both me and my whole claim*, if the Indians could have been forced or persuaded to do so? If they had intended to say that they did not desire me paid, they would have said so in this paper, and the writer of it would have been rejoiced at the opportunity of putting it down in the strongest and most emphatic terms. And if they did not desire it to be so written, wherefore the necessity of the paper? It *must* have been that they were told something like what I have already said in order to obtain it—such as that I was to be paid out of the *present* annuities, or that the traders were to be paid, or something of that sort. It must have been extorted from them in this way.

It is unpleasant to me to draw such inferences, but I cannot help it. These efforts to injure and harass me by officers of the Indian department have been so frequent and oppressive, that there is no virtue in longer submission. As an American citizen I have rights which have been recognised by Congress, and I should be derelict of duty to myself if I stood unresistingly by and submitted to an infraction of them, which I cannot fail to see is prompted by personal unkindness to me. But I will not pursue this matter. I speak truly and sincerely when I say that I have too much respect for you to annoy you with these matters, and would not have done so at all had I not been driven to it by existing circumstances.

As some apology for what I have here said, let me point out to you a specimen of the kind of treatment with which I have had to contend. The superintendent, in his letter to the Commissioner, says of the paper of the 9th April, "*all the headmen*, and most all others, have signed it." Now, if you will look at the paper, you will find it signed by twenty-two Indians, one having signed it twice. I know and am personally acquainted with every chief and headman in the nation, and know that they are *twenty-one* in number: their names are signed to the memorial in my favor of 4th October, 1854, which was before Congress. Of these twenty-one chiefs and headmen, *only eleven* have signed this paper of the 17th April, which the superintendent has said was signed by "*all the headmen*," &c. And just one-half of those who have signed it are not chiefs and headmen at all!

The superintendent has communicated a letter from me to the chiefs, dated March 7, 1855. I have not compared it throughout with the copy retained by me, but, so far as I had opportunity to inspect it while in your office, it appeared to me to be a correct copy. If it is a correct copy, there is nothing in it that I desire to qualify or to change. I presumed it would be seen by the superintendent, and wrote it, therefore, with a full understanding of what I was saying. Its chiefs objects were to inform the Indians of what had been done by Congress about my compensation and their bounty lands for military services. The latter of which I had, some years ago, promised to obtain for them without compensation; whatever else was said was incidental to these subjects, and I am content to leave it without explanation.

Pardon the length of this communication. I have written it hastily, or I might have made it shorter.

I have the honor to be, very respectfully, your obedient servant,
R. W. THOMPSON.

Hon. C. CUSHING,
Attorney General.

No. XX.

WASHINGTON, *May 18, 1855.*

SIR: On the 15th March last I addressed a letter to the Secretary of the Treasury, in which I proposed that if it should be deemed necessary to obtain again the consent of the Indians to the payment of the money appropriated to me by Congress, he should select and send to the Indian country some man in whose integrity and fairness he had the fullest confidence, who should, under his instructions, ascertain from the Indians whether or no it is their wish that the money should be paid me. I refrained from sending that letter only because the case had then been submitted to you, and I considered it improper to make the communication until it had been disposed of by you. Having now learned from yourself that you would not so regard it, and that it would be agreeable to you that the proposition should be made to the President through you, I now most respectfully do so, under the fullest conviction that it is the wish and purpose of the President, Secretary of the Treasury, and yourself, to see that the act of Congress is executed fairly and impartially. If such a special agent is selected, and shall be instructed to see that no improper influence is brought to bear upon the Indians, either by the officers of the Indian department or myself, to prevent them from expressing their wishes fully and freely, there can be no just and reasonable complaint of the result.

You will pardon me for suggesting that it appears sufficiently, from the proceedings of Congress, that the reason why *exclusive jurisdiction* over all matters, subsequent to the passage of the law, was given to the *Secretary of the Treasury*, consisted in the fact that the Commissioner of Indian Affairs had pre-judged the case and reported it to Congress as one that ought not to be entertained. Congress differing with him, turned it over to the *Secretary of the Treasury*, and required him to execute the law by the payment of the money. I do not mean to reflect upon the personal integrity of the Commissioner or of the superintendent, but their past conduct towards me compels me to suppose that they are both unwilling that I should be paid. With this conviction upon my mind, I beg leave to express the hope that the person selected shall not be connected with the Indian department, but that he shall be wholly disinterested and impartial between that department and myself. Such a man, standing as an impartial arbiter between the superintendent and me, hearing and seeing all that may be said and done by both of us, and experiencing the same desire that

is entertained by the President, Secretary of the Treasury, and yourself, to ascertain the truth of the case and fairly to execute the law, will be enabled to make such a report as will place the whole matter beyond cavil or dispute.

I have the honor to be, most respectfully, your obedient servant,
R. W. THOMPSON.

Hon. C. CUSHING,
Attorney General.

No. XXI.

ATTORNEY GENERAL'S OFFICE,
May 21, 1855.

SIR: Your communication of the 14th of March last calls for my opinion as to the legal effect of a provision of the act of the 3d of the same month, making appropriations for the civil and diplomatic expenses of the government for the next fiscal year, which provision is in the following words:

“SEC. 27. *And be it further enacted,* That, in accordance with the memorial of the Menomonie Indians to the President and Congress, dated the fourth of October, eighteen hundred and fifty-four, and executed in general council of the nation, the Secretary of the Treasury pay to Richard W. Thompson, out of any money in the treasury not otherwise appropriated, one-half of the amount stipulated in said memorial, and in an agreement of said Indians with said Thompson, dated the fifteenth of February, eighteen hundred and fifty-one, for his services as attorney for said Indians in the prosecution of a claim in their behalf for additional compensation for lands ceded by them to the United States by the treaty of eighteen hundred and forty-eight, and that the sum so paid be deducted from the annuities, when due and payable, that are to be paid to the said Indians under the treaty of the twelfth of May, eighteen hundred and fifty-four, and the amendments thereto.”

This law refers to a series of matters of fact, in regard to which important papers have been coming to my hands from time to time since the receipt of your communication, and they have served to keep the inquiry open longer than it would otherwise have remained; but a letter of Mr. Thompson of the 18th instant, mentioned hereafter more particularly, induces me to think it reasonable now to transmit to you my conclusions on the subject.

In order to have present all the elements of the questions to be determined, it is necessary to give a brief history of the whole transaction from the beginning to this day.

The Menomonie Indians, residing in the State of Wisconsin, by the treaty of October 18, 1848, ceded to the United States all their lands in that State for an agreed price, and for the counter cession, among other things, of a country set apart for them west of the river Mississippi. (IX Stat. at Large, p. 953.)

These Indians afterwards became discontented with the terms of the treaty: first, by reason of their unwillingness to leave the State of Wisconsin, and, secondly, because of an opinion existing that the quantity of land relinquished by them had been underestimated at the time, and that therefore they had not been adequately compensated by the government.

Negotiations ensued which resulted in the State of Wisconsin giving its consent that the Menomones should remain therein; and in a supplemental treaty being duly concluded, under date of May 12, 1854, by which certain lands in the State of Wisconsin were assigned them, in lieu of those west of the Mississippi, assigned to them in 1848, and it was agreed to pay to them an additional sum of money, as follows:

“ARTICLE 4. In consideration of the difference in extent between the lands hereby ceded to the United States, and the lands given in exchange, and for and in consideration of the provisions hereinbefore recited, and of the relinquishment by said tribe of all claims set up by or for them, for the difference in quantity of lands supposed by them to have been ceded in the treaty of eighteenth of October, eighteen hundred and forty-eight, and what was actually ceded, the United States agree to pay said tribe the sum of two hundred and forty-two thousand six hundred and eighty-six dollars, in fifteen annual instalments, commencing with the year 1867; each instalment to be paid out and expended under the direction of the President of the United States, and for such objects, uses, and purposes as he shall judge necessary and proper for their wants, improvements, and civilization.

At an early date in these negotiations, namely, the 9th of September, 1850, a deputation of the Menomone Indians, then at Washington, by instrument under seal, constituted the Hon. Richard W. Thompson the attorney of themselves and of their tribe to prosecute their claim to be further compensated for the lands ceded by them to the United States. This power of attorney was executed in the office of the Commissioner of Indian Affairs, and attested by the acting commissioner.

Subsequently, on the 10th of February, 1851, the chiefs, headmen, and warriors of the Menomones, in council assembled, ratified and confirmed the power of attorney previously given to Mr. Thompson by the deputation, and this act of confirmation was duly certified by the local sub-agent of the United States.

On the 15th of the same February, the chiefs, headmen, and warriors of the Menomones, in council assembled, entered into articles of agreement with Mr. Thompson to the effect that, if the negotiator succeeded, he should receive in full compensation for his services one-third part of whatever additional sum might be allowed these Indians by the United States, but nothing if the claim should not be allowed. This agreement was also duly authenticated by the proper sub-agent of the United States.

I observe, in passing, that the appointment by an Indian nation of an attorney to transact their business with the United States does not seem to comport with the policy of the government. Its inconveniences are strongly set forth in the instructions of the Secretary of

War [Mr. Marcy] of the 1st of October, 1846, addressed to the Commissioner of Indian Affairs. (Regulations of the Indian Office, p. 74.) But while those instructions discountenance and condemn the act, they seem to admit that it may lawfully be done, subject, as in the case of all other acts of the Indians, to the approbation of the government. (Ibid., p. 75.)

Several cases occur in which successive Attorneys General have recognised powers of attorney of Indians; but these appear to have been cases of the attorneyship of individual Indians.—(Mr. Gilpin's opinion, March 26th, 1840; Mr. Mason's opinion, May 20th, 1845; Mr. Toucey's opinion, August 7th, 1848.)

.But the present is the case of a nation. It seems to have been with the countenance, or at least knowledge of the government; but if not, that question is disposed of by the act of Congress.

No provision having been inserted in the treaty of May 12th, 1854, for any payment to Mr. Thompson, he made application to the Menomnies on the subject; in consequence of which, on the 4th of October, 1854, a writing was executed purporting to be signed by the chiefs and headmen of the Menomnies, in council assembled, in and by which the signatories ratified and confirmed the acts of the 10th and the 15th of February, 1851; recited the services performed by Mr. Thompson in the premises; and, in consideration thereof, requested the President and the Congress of the United States to pay to Mr. Thompson one-third part of the new allowance secured by the late treaty, to be charged to and deducted from the same. That paper is the memorial of the act of Congress.

These facts and documents being represented to Congress by Mr. Thompson in due form, constituted the foundation and the inducement of the provision of law under consideration, which provides for the payment to Mr. Thompson of one-half of the sum agreed between him and the Menomnies, the same to be paid out of the treasury and deducted from the annuities payable to those Indians when the same shall become due and payable according to treaty. Now it is obvious to see that, in the face of it, this provision is perfectly intelligible and explicit; and whether it be expedient or not for the United States to make a payment to the Indians or their attorney and appointee ten or twenty years in advance, is a thing within the constitutional power of Congress, and which in this case has passed into a law with the assent of the President. Of course it only remains for us, the executive officers of the government, first to consider in good faith what the law commands, and then to consider whether there be or not any legal impediment to its due execution pursuant to whatever shall prove to be its true legal intendment.

The apparent purpose of the act is, instead of paying to Mr. Thompson the one-third part of the sum due the Menomnies by the 4th article of the treaty of 1854 in fifteen yearly instalments, commencing with 1867, as claimed by him under his agreement with these Indians, to pay to him out of the treasury now, and in advance, one-sixth of that sum, to be charged in mature time against the annuities in such form and rate of deduction as the government shall then determine.

Mr. Thompson has filed with the papers in the case a document, in

which he declares that he will accept the provision made by Congress in full of his claim on the Menomonies; and for that, as well as for other reasons, the execution of the act of Congress will constitute a final settlement of the transaction as between him and those Indians.

On the face of the act, then, it does not appear that there is any legal question requiring to be solved.

But, *dehors* the act, there is a very serious question, which is not one of mere law, but addresses itself to the high executive discretion of the President of the United States.

The various Indian nations within the boundaries of the United States are the subjects, some of them of the State in which they may happen to be, others of the United States. In some of the old thirteen States, as in Massachusetts, such as remain of the aboriginal lords of the soil are indubitably the subjects of the particular State, not of the United States. Most of the surviving Indians, however, are the subjects of the United States.

We allow to them such institutions of subordinate government as we may conceive that their interests and ours, and the dictates of natural justice may require; we make with them so-called treaties, which, however, in no sort recognise or suppose their independence of us, any more than a compact between the government and a citizen supposes the independence of the latter; and we, in effect, govern them under such limitations of power only as the constitution prescribes to the legislative, executive, and judicial departments of the federal government. In common parlance, they are the wards of the United States, and the President is their Great Father.

It follows, of course, as an administrative axiom, that no external contracts of theirs are executable save with the approbation and assent, express or implied, of the government.

If, by any act having due form, they appoint a sum of money to be paid to an individual citizen of the United States, that appointment, when made by the Indian nation, will be ratified and respected by the government or not, according as it shall appear to have been made fairly, and for good consideration, and without duress or covin as against the Indians. (See opinion of June 13, 1853.) It is executable or voidable, at will, by the government.

In the present case, the appointment of the Menomonies (if it was their appointment) has been ratified and confirmed by the government in the ample form of an act of Congress.

But was it their appointment, or rather, if there be question as to that, is it now a matter open to investigation?

It appears, by sundry documents in the case, that, anterior to the passage of the act of Congress, the Commissioner of Indian Affairs entertained serious doubt as to the fairness of the transaction on the part of Mr. Thompson, as to the value of his services, and as to the technical validity and *bona fides* of the alleged appointment by the Menomonies.

All questions of this class would, in my judgment, be closed up by the act of Congress, but for a very notable and singular fact in the history of the act itself, which is this:

It is incontrovertibly proved, by the records and files of Congress,

that the provision under review originated in the Senate as an amendment to the House bill; that it stood thereon as amendment No. 136; that, in the House, the amendment was adopted with an amendment in these words: "*Provided*, That the same be paid with the consent of the Menomonies;" and that the amendment to the amendment was concurred in by the Senate.

Thus indubitably, in point of fact, it was the will of Congress that the question of making this payment should now, as a preliminary step, be submitted anew to the consideration of the Menomonies. But this proviso failed, by reason of mistake or inadvertence, to be engrossed; it is no part of the great roll, as the same is on the files of the Department of State, and of course it is not in the official impression of the statutes.

This fact becomes of consequence because of the consideration that, since the passage of the law, the Commissioner of Indian Affairs, in just and commendable regard for the welfare of the Menomonies, and in zeal to protect their interests, has revived the question whether the act of appointment of October was in truth a duly executed act of those Indians; and the apparent consequence of the fact is augmented by the consideration that Mr. Thompson has filed with me a paper, dated April 9, 1855, purporting to be the confirmation by the Menomonies of that appointment, and the Commissioner of Indian Affairs has filed another paper, dated April 17, 1855, purporting to be the recall of that confirmation by the Menomonies.

Now, it is of course the duty of the President, by the constitution, to take care that the laws be faithfully executed, and to execute them promptly, or at least in the due season contemplated by their tenor.

But if it be proveable by the record that an act as it stands on the roll approved by the President is not the act really passed by Congress—is not their actual will, but a different thing, or even the very contrary of that will—is it the law? Suppose, in the hurry and confusion of the last hours of a session, during which most of its business is done, the appropriation for the salary of the President should by proveable error be carried out twenty-five (hundred) thousand dollars instead of twenty-five thousand dollars, and the error should, as any such error may, escape the flagging attention of committees, clerks, and secretaries, at the end of a twenty-four hours' watch at the Capitol, ought the President, in such case, to claim and draw that rate of salary? In the acts of the last session are several cases of erroneous duplication of specific appropriations; is the duplication to be treated as law?

Without discussing the subject in all its length and breadth, or undertaking now to determine the very nice question whether he, whose duty it is to construe or to execute the law, may substitute for what is written the recorded proof of what was intended, or, in the light of such proof, decide that what is written is not law,—I think this can be safely affirmed, that where the law as it stands written is manifest error, the President may suspend the execution of it until he shall have opportunity to consult Congress on the subject, as he did in the case of the law of the first session of the last Congress for the relief of the legal representatives of Samuel Prioleau, deceased, (Session

Acts, pr. p. 69,) which, on its erroneousess being suggested to Congress at its next session by message of the President, (Ex. Doc. H. Rep. 33d Cong. 2d sess. No. 11,) was repealed, (Session Acts, pr. p. 121). By still greater reason if the error do not go to the length of taking away all vitality from the act—if, for instance, the error consist only in the omission of an executable proviso or condition—I think he well may, and should, suspend the execution of the law until that condition be supplied or performed. If, for instance, in deciding to pay Mr. Thompson, Congress had by proviso required him to execute a release as a condition of the payment, the President might well have supplied the condition, as, indeed, has already been done here in just construction of the intention of the act of Congress.

In like manner he well may, and it seems to me should now, in effect, require that the last proviso be regarded by submitting the question of this payment to the consent of the Menomonies, as Congress actually designed. He may do it for the instruction of his own conscience on the question of fact; he may do it in admissible construction of the act as it stands; he may do it in the sense of true respect for the constitution, and for the undoubted will of Congress.

If there were any room for hesitation in my own mind as to this conclusion, it would only be because of its involving a question of private right.

Happily this question is saved in the present case; for on the 18th instant, with honorable appreciation of what is just, Mr. Thompson addressed to me a communication, in which he fully assents to the adoption of this course by the government.

I therefore advise that you appoint a trustworthy agent, who, in the presence of the United States agent for the Menomonies and Mr. Thompson, shall take suitable steps to ascertain whether the Menomonies do or do not now consent to the payment of this money according to the letter of the act of Congress.

I have the honor to be, very respectfully,

C. CUSHING.

Hon. JAMES GUTHRIE,

Secretary of the Treasury.

No. XXII.

TREASURY DEPARTMENT,

June 26, 1855.

SIR: Enclosed you will receive a copy of the 27th section of the act of March, 1855, entitled "An act making appropriations for the civil and diplomatic expenses of the government for the year ending 30th June, 1856, and for other purposes." The said section provides that the Secretary of the Treasury shall pay to Richard W. Thompson a certain sum of money therein described, and to be charged to and deducted from the annuities when they hereafter become due to the

Menomonie tribe of Indians by virtue of the treaty made with said Indians on the 12th May, 1854. You will also receive a copy of a statement made by G. R. Herrick, clerk to the Committee of Finance of the Senate, giving the congressional history of the said 27th section. From this statement it appears that the 27th section was introduced in and adopted by the Senate as an amendment to the civil and diplomatic appropriation bill as it was passed by the House of Representatives; that the House of Representatives, upon the return of the bill with this and other amendments made by the Senate, amended the amendment in question by adding thereto the following words: "*Provided*, That the same be paid with the consent of the Menomonies;" that the Senate disagreed to this amendment of the House to its amendment of the bill, and that the disagreement being before the committee of conference as item 136, the said committee made a report recommending that the Senate do concur in the amendments of the House of Representatives to the 9th, 14th, 136th, and 143d amendments to the amendments of the Senate. And lastly, that this report having been adopted by the Senate, the result was, that the proviso attached by the House of Representatives to the amendment became part and parcel of the provision for the payment of the said money; but that nevertheless the said proviso was in some way omitted and dropped from the bill, and is not to be found therein, as the same was enrolled and signed, or as the same was published.

You will further receive a copy of an opinion of the Attorney General, given at my request, touching the effect of the omission in the section of the words referred to, from which you will perceive that he considers it to be within the competency of the President to take such precautions, under his own authority in the execution of the section, as would have been obligatory upon him if the said words had been regularly incorporated in and published as part of the section and act, and that he recommends that the President should exercise his authority in this regard accordingly. Concurring in the opinion and views of the Attorney General, the President has directed me to inform you that he has selected you as the agent of the government to ascertain whether the consent of the Menomonie Indians will or will not be given to the payment of the said money out of their annuities hereafter to arise.

For this purpose you will attend the general meeting of the said Indians to be held at Wolf river, about —, for the purpose of receiving their present annuities. You will allow Mr. Thompson to be present, in person or by attorney, and the agent of the tribe to attend on the part of the United States; and you will take care that the proceedings are fairly conducted, that the subject is fully understood by the Indians, and that no improper means are used to bias or control their determination.

It will be proper for you to report the names of all the Indians who have authority to act for the tribe; the names of those of such Indians as may attend the council, and their respective voices, whether assenting to or dissenting from such payment.

Your compensation will be \$8 per day, to commence from the day you may leave Kalamazoo to enter upon the duties of this agency,

(with travelling allowance to and from, by the nearest route, at 10 cents per mile,) and to determine on the next day after the determination of the Indians shall be pronounced.

Very respectfully,

JAMES GUTHRIE,
Secretary of the Treasury.

Hon. LEMUEL CLARKE,
Kalamazoo, Michigan.

No. XXIII.

KALAMAZOO, *October 1, 1855.*

SIR: In obedience to your communication, dated the 26th of June last, advising me that the President had selected me as the agent of the government to ascertain whether the consent of the Menomonie Indians "will or will not be given to the payment of the claim of Richard W. Thompson against the said Indians for professional services out of their annuities hereafter to arise," I left home the 27th of August, having been previously advised by the superintendent (Dr. Huebschmann) that the payment would take place on the 7th of September, and, in company with him, I arrived on the pay-ground at Keshena, on the Wolf river, Wisconsin, the 5th ultimo of September. Mr. Thompson arrived the following day.

I immediately took measures to have the Indians assembled in council on the 7th, taking due care that the proceedings should be fairly conducted, and that no improper means were used to bias or control the determination of the Indians on either side in the matter.

On the opening of the council, I stated to them that I had them convened for the purpose of ascertaining whether or not they would consent to the payment of Richard W. Thompson's claim, which I explained freely to them; also, before proceeding to the consideration of the matter, I desired to know whether all the Indians, who were authorized to act for the tribe in such cases, were present; in reply to which, I was informed they were.

Mr. Thompson then proceeded with his statement and argument in behalf of his claim. After hearing him through, and Dr. Huebschmann in behalf of the government, I then cautioned the Indians against permitting any one to talk with them in reference to the matter, and that if any did so, to report their names to me.

The council wishing time to consult, it was adjourned until the next morning.

On its assembling in the morning of the 8th, agreeably to said adjournment, I was informed by their chief that they could not agree, and asking for further time; it was accordingly again adjourned over until Monday the 10th, at which time the accompanying paper, marked "A," was signed by all the chiefs and headmen of the tribe. The decision being unanimous, I did not deem it advisable to spend time in taking the signatures of all the young men of the tribe; by

said paper it will be seen that the tribe refuse to allow Mr. Thompson's claim.

The paper marked "B" contains the names of all the Indians who have authority to act for the tribe; with a few exceptions, they were all present in council. The accompanying papers, marked "C" and "D," have been handed me with the request that I would forward them to the department with my report.

Truly yours,

LEMUEL CLARKE.

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

B.

KESHENA, *September 10, 1855.*

SIR: In compliance with your request, I have the honor to furnish you a list of all the Menomonies who are entitled and authorized to act on the question of authorizing the payment of the claim of R. W. Thompson. On the 10th of May last, a rule was adopted by the Menomonies in council, and a memorial was signed by all the chiefs and all the young men present, to the effect that, in all questions concerning their annuities, the young men should have authority to act equally with the chiefs. The said rule is the only one in force which, in distinct terms, defines who has authority to act, and the list is made out accordingly.

Very respectfully, your obedient servant,

BENJAMIN HUNKINS,
U. S. Indian Agent.

Hon. LEMUEL CLARKE.

Ayama-tah.
Carron (Glaude.)
Ko-mon-e-kin.
Show-poy-tuck.
O-ken-o-po-wet.
Kotch-kan-na-nino.
Hay-taw-say.
Shaw-wau-nah-no-nien.
Wau-po-chick.
Kah Roach.
Wis-ke-no-sha.
Way-now-ke-saien.
Nat-to-ka-shick.
Nau-wa-we.
We-shaw-guet.
Wau-pe-kin-niesh.
O-shaw-wou-na-mah-kin.
Way-pon-no.
Me-shaw-nah-guet.

O-kay-man-saur.
Ky-an-no-mik.
Match-o-man-o-mew.
Kay-to-tah.
Pevare.
Louie.
Osh-ke-she-quom.
Sha-ga-to-ke:
Ke-shew-a-en-yau-tau.
Metch-e-kin.
O-tan-push.
Wah-pau-ash-kum.
Nan-mean-shit.
Pa-shitsh.
Maitch-kin-naen.
May-kake.
Wah-pah-shaw.
Way-sho-kan.
Wau-pin-e-moh-kien

- Mah-to-quo-a-sha.
 Kay-way-niew.
 Pay-ah-way-shah.
 Wah-nah-kah-qua-net.
 Nomin.
 Shy-aw-po-kaw.
 Nah-kou.
 Bean-bek.
 Shaw-wa-no-ma-taen.
 Sha-wa-no-ke-shick.
 Ke-she-we-au-tau.
 Wah-pun-nau-nah.
 Yom-marve.
 Wah-nau-mah-guet.
 Pe-quan-kau-nah.
 Nau-kan-chis-ka.
 Show-stot, or Kay-nay.
 Taw-tou-na-waew.
 Chay-ko-pa-wa-chin.
 Wah-no-not.
 Oho-pa-shah.
 Wah-ke-che-nah-pan.
 Ono-kee.
 Was-quan-nan-nien.
 May-oh-wisko.
 May-tah-qum-nah.
 Mach-o-man-o-ma-nein.
 May-chi-wis-kan.
 Yan-wan-san-bou.
 Re-quach-e-nin-min.
 O-kitch-e-won-no.
 O-shon-won-na-ma-kien.
 An-pa-tan-non-na-queh.
 O-shon-nom-no kein.
 Mah-wish.
 May-nah-pun-ah-pain.
 Oha-pa-shah-sa.
 Match-a-kin-nieno.
 Ah-she-ke-nank.
 No-shar-quot.
 Nan-wah-quash-kum.
 Wish-a-kup-pain.
 Kay-shay-wah-to-shah.
 Che-aw-na-quot.
 Mat-tan-nu-nas.
 Me-nah-nah-quan.
 Kan-ko-main.
 Pry-atch-ko-wet.
 Nah-watch-ein.
 Sha-kotch.
 Ah-pah-ne-shah.
 Ma-nosh.
 Shan-nah-nah-pe-nassien.
 Muk-ka-ta-pe-nassien.
 May-wet-ta-noh.
 Kah-kerp.
 Muk-ka-ta-wah-quet.
 Nah-to-kah-kaen.
 Me-shah-nah-waen.
 Pe-tah-nah-quet.
 Enah-mah-kieno.
 Ma-wa-shah.
 Wiske-no.
 Nan-wah-quash-kum.
 O-she-win.
 Nan-nos-sien.
 Py-atch-ke-wet.
 Wah-ka-tah-kum-ma-ko.
 Che-che-quam-kien.
 Kay-kan-na-ka-net.
 May-an-ka-sick.
 Ke-nah-wah-na-wet.
 Tan-mah-mah-kum-a-ko.
 Ke-she-na.
 Pyan-wash-shay.
 O-kay-man-pe-nas-sien.
 A-tan-way-key-shek.
 Py-an-way-sha, jr.
 Mah-wah-un.
 Wa-pen-nah-mah-kien.
 Py-an-way-sha.
 Ko-pe-o.
 We-ke-nosh-o-kay-non.
 Muk-ka-ta-we-koshain.
 Ka-nay-wah-nah-net.
 Omec-teh.
 Wy-tah-kon-wet.
 Kay-qua-tosh, sr.
 Kay-qua-tosh, jr.
 Wy-ah-way-nay.
 Kay-she-ah-ko-tah.
 Wah-pah-she-pun.
 Wy-tah-kay-wet.
 A-tah-min-a-ha-waien.
 O-shan-wah-kaen.
 Pe-chish.
 To-ma-we.
 We-chan-ne-qua-han.
 She-kay-paen.
 Man-kon-nan-sain.
 May-on-wa-ka-shick.
 Wy-an-pin-eh-kat.

Meshen.
 O-mah-josh.
 May-an-kay-shick.
 Mach-kah-kah.
 Ya-ka-shaen.
 Not-top-taw.
 O-ka-tack.
 Wiskeno.
 Wa-pin-nosh.
 Shon-pon-ago.
 Nah-pono.
 Nah-jumese.
 We-sho.
 She-she-quon-maeno.
 Way-an-way-nay, jr.
 Wah-po-chi-kien.
 Antoin.
 San-sho.
 Shom-en.
 O-po-a-gun.
 Wap-pay-tuck.
 Enoh-mah-ke-weih-a-waive.
 Pa-chay-shaw.
 O-ha-pa-cha, sr.
 Kyan-no-mak.
 May-kish.
 Ne-ah-nosh-a-ko.
 Ke-she-mowe.
 O-kay-mowe.
 Wah-pe-tah-cheah.
 Shaw-wah-queh.
 Taw-pa-nat-cha-ke.
 O-shaw-non-wa-mak-kiew.
 Tako.
 Naturn-man-pain.
 Squi-an-pon.
 Pa-po-na-min.
 Watch-o-k-mowe.
 O-ho-pa-chau, jr.
 Koch-kat-a-pau.
 Kau-chis-kau.
 Kay-kouch.
 Nach-a-cuu-pah-way.
 Nah-pau-toh.
 Wah-nosh.
 Mik-kin-nau-nieno.
 Wagh-kau.
 Wa-an-nay-not, sr.
 Neh-a-wap-a-ma.
 Watch-o-kay-mowe.
 Kay-nan.

Kay-ah-ke-shu-kop.
 Ah-shay-ko-pah.
 Ko-kosh.
 Ochu-ka-chien.
 O-ke-chu-wonno.
 Ko-katch-a-kaiss.
 Muk-a-tash-a-pa-shin-in.
 To-ke-ne-ko.
 Pau-wau-no.
 Ka-na-mau-ne-kin.
 Pa-shaw.
 O-pe-noa-nem.
 Ah-na-mon-na-quet.
 O-shaw-no-kian.
 Osh-kosh.
 Pete-tum.
 Sak-a-toke.
 Nah-mah-pen.
 Ah-cha-tan-wan-pa-cha-
 kien.
 O-kay-mau-kay-shiet.
 Oh-quan-shein.
 O-shau-wan-kien.
 Nah-noch-ke-shin.
 To-ko-nai.
 Nah-ke-wah-me.
 O-kay-man-shah.
 Mam-me-ah-to-may.
 Sho-nim.
 Mash-shah-no-waen.
 Ah-kona-ma.
 Osh-ke-ha-na-nien.
 Nah-pah-taen.
 Kan-shay-kau-shay-kien.
 Wau-poose.
 Kau-we-sot.
 Ah-pash-a-min.
 Ke-ske-nock-ke-horn.
 Kau-we-kit.
 Wau-pe-ke-nam.
 Kay-an-shay-kaen.
 Wash-pe-quo-nass.
 Amable (cheveleer.)
 No-she-kun.
 Man-no-me-tah.
 Nan-kon-wish-kaw-warn.
 Pan-no.
 Mo-nec-fee-ah-nah-wa.
 Osh-ke-ha-na-nien, 2d.
 Shan-pan-she-kaen.
 Osh-ka-pa-wash.

O-shaw-wa-no.
 Kotch-kah-no-naen.
 Pe-tah-wah-nah-quit.
 Shonnon-nien.
 Wah-ha-ma-passien.
 Shu-ne-on.
 Nah-kah-wa-nah-quit.
 Matche-sua-pan-ma.
 Me-pah-way-nin-nien.
 An-shin.
 Wah-kin-e-nah-kan.
 Ketch-e-nah-kan.
 Ke-saich-a-pay.
 Ke-she-an-ko-tano.
 Ah-ko-che-wa.
 Mah-kina-e-tas.
 Quan-wish.
 O-san-kien.
 Kosh-ke-na-mah-kino.
 May-ah-ka-naiw.
 Won-ah-ko.
 Wah-pr-chuk.
 Watch-oh-pay-tow.
 Shaw-peny-tock.
 We-she.
 Wah-pay-kin-nien.
 Kay-may-wun.
 Kaw-kaw-kay-sah.
 Kay-shah-wah-ko-sha.
 O-ho-pay-shah.
 Po-way-quon-nain.
 Match-e-ah-noh-quit.
 Ah-con-ne-may.
 Mo-sha-hot.
 A-nah-nah-shawe.
 An-a-mah-kiew.
 Wah-pin-nan-nien.
 Mo-shose.
 O-shaw-nok-kien.
 O-kay-mah-wah-pay-shaew.
 Kot-tu-pos-lien.
 Wan-ke-chou.
 Nan-noh-ha-toke, sr.
 Mach-moh-moh-teh-ton.
 Wah-shi-hon.
 Nau-noh-ha-toke, jr.
 Nau-kon-nash-shain.

Wop-o-nosh-sha.
 Me-tak-way-pe-sha.
 Moh-man-na-wawe.
 Mok-quan.
 Kan-pas-kom-mo.
 Kush-kun-nan-kan-hom.
 Wah-nam-ke-shan.
 Pah-moh-pe-may.
 Cay-sha-show.
 Kay-sha-na-ho-shu.
 Moo-mir.
 Wah-ho-no-shain.
 Ah-way-sha-shah.
 Wah-may-ke-na-met,
 Warch-a-ka-nain.
 Wah-nan-kay-sain.
 Pe-te-tum.
 Sha-pah-kay-shiek.
 Wan-kawe.
 Kay-sheek-ah-pa-tah.
 Wan-pun-no.
 Shag-a-toke.
 Oche-pa-cosh.
 Kah-pa-ash-shain.
 Samote
 Joseph Samote.
 Man-wan-ke-net.
 A-yaur-tah.
 Pe-quo-chi-nin-nem.
 Shan-won-ne-ke-chiek.
 Shaw-ga-nian-shote.
 Man-kan-toh-pa-noss.
 Ben-Rubber.
 Py-atch-ke-wet.
 Pierre.
 Ah-yah-sha-tach-ka.
 Jaw-shein.
 Michael.
 Pashito.
 Pah-poh-co-waen.
 Pau-nan-sau-lon.
 Ray-nash-rum.
 Pay-roch-a-kaw.
 Nah-poh-tah.
 Pe-ship-a-rowe, jr.
 Nah-no-kaiw.
 Wan-per-kin-nun.

C.

FALLS OF WOLF RIVER,
September 8, 1855.

DEAR SIR: At the close of the council held with the Indians on yesterday, it was announced by you, at the express request of the superintendent, that no body should speak to them or attempt to influence their decision; and they were requested to report the names of such persons as violated that order to you, if there should be any such, that you might report them to the President. This was to procure, as you stated to them, their fair and unbiased decision. From that time I have not spoken to a single chief on any subject, nor to any member of the tribe in reference to my business. My high appreciation of your disinterested and honorable bearing, if other considerations were not sufficient, forbid that I should violate your order.

But I regret to be compelled to call your attention to the fact, that the superintendent has violated this order, made at his own request. He has directly and improperly, and in violation also of the purposes and wishes of the President and Secretary of the Treasury, brought the power and authority of his office, which necessarily gives him greater influence over the Indians than any private citizen can possibly obtain, to bear oppressively upon my rights as a citizen, by secretly counselling and advising them not to consent to my being paid. I learn that he has pursued this object since yesterday, in various private modes; but this morning about noon, his conduct became so flagrant as to attract the attention of all upon the ground.

You saw the council of the chiefs which he assembled then, without notice either to you or me, and have doubtless heard something of what passed there. I learn from gentlemen who, being attracted by the assembling of the chiefs, went to the place, that he told them, in substance, they must take his advice, as he was their friend; that he was then ready to advise them; that if they did not pay my claim, I had my remedy against the government; that the President and the Attorney General were good lawyers, and if the Indians did not pay me, I had my remedy to apply to them; that the sum allowed me was too much, and it should be left to good lawyers to decide how much I should have; and that he was a doctor, and knew how much men should charge.

Being informed of this council soon after it met, I hurried there, and as the superintendent saw me approach, he immediately ceased allusion to my business, and commenced talking about some claim against the Indians for hay, thus showing that his purpose was to exercise unduly the influence of his position over the Indians, and without detection by you or me. You will recollect that I met you in the immediate vicinity of this council, as you came up. You asked me what was going on, and I told you I had heard that the superintendent was counselling the Indians against my claim. You said to me that I had a right to hear what was said on that subject; but I replied that the superintendent had changed the subject, upon

my reaching there, and that it was always unpleasant for me to have a collision with government officers. I had not then learned the extent of what he had said to the Indians, or I should have pursued a different course.

I have not a particle of doubt but that this council, thus secretly and unfairly held, led to the indecision of the Indians in the council yesterday; for you will observe that the ideas which those who spoke endeavored to express, corresponded with the suggestions of the superintendent, about leaving it to lawyers, taking his advice, &c.

I also learn that, since the council of to-day, the superintendent has had several of the chiefs in the private apartments of the house where he is staying, and that by the aid of a private interpreter there has had a conversation with them. I have no personal knowledge of this, of course; but this is the information that has reached me in such a way that I cannot doubt it. Nor can I doubt, either, that he is continuing this course at every possible opportunity, and with characteristic perseverance.

I desire to call your attention to these things in this form of protest against them. From your own disinterestedness, already so strikingly exhibited, there would scarcely be excited in your mind a suspicion that the immense influence of the government was thus used to oppress a private citizen, and strip him of his legal rights.

But your attention being called to them in this form, I hope you will permit me to request that you shall take such steps as your own prudence may suggest, to ascertain to what extent this interference has been carried; and that when you have thus ascertained, the facts may constitute a part of your report to the Secretary of the Treasury. You will see at once that this is due to me.

At the council at noon to-day, the superintendent spoke to the Indians through the government interpreter, who will doubtless, if called on by you, furnish, in writing if desired, a statement of what he said. May I request that you will obtain this, as it would perhaps be considered improper for him to furnish me such a statement were I to request it?

A little inquiry will enable you to ascertain who was the interpreter at the private interview in the house this afternoon.

I protest, as it is my right to do, against the whole conduct of the superintendent. It is in violation of both the letter and spirit of the instructions of the Secretary of the Treasury. The language of his instructions is this: "And *the agent of the tribe* to attend on the part of the United States," &c. Not a word is said about the right of the *superintendent* to interfere. And if there were, it never could have entered into the purpose of the Secretary that he should have used such reasons as these, or any other, to *urge or persuade them not to pay*. This would have been exercising the power of the government oppressively, and the high character of the Secretary forbids the suspicion that he could entertain such a motive.

His instructions are: "You will take care that the proceedings are fairly conducted," and "that *no improper means are used to bias or control their determination*." Are not these means resorted to by the superintendent "improper?" Are they not used to "bias or control" the determination of the Indians, when it is perfectly ap-

parent that, if left alone, every chief, or nearly every one, would consent, without hesitation, to the payment of the money? The purpose to pay me has been so constantly and firmly fixed in the minds of these Indians, for several years, that by the influence of persuasion and threats he has only been enabled, thus far, to create *indecision* upon the subject. And this he has chiefly done by telling the *young men* of the tribe that it is *their* money I am seeking to obtain, and not that of the chiefs, and thus inducing them to threaten and intimidate the chiefs. You have seen to-day how strongly these chiefs retain their sense of justice towards me in their refusal to repudiate my debt, notwithstanding these influences. Their head chief, speaking for the nation, declared that all I had said yesterday in relation to my employment and services, and their promises to me, was true. And it is this consciousness on the part of the chiefs that has prevented the superintendent from accomplishing his purposes. But if his extraordinary exertions are persisted in, he may obtain such a result as he seeks, by exciting in the minds of the chiefs not only the fear of him as a government officer, but the fear of *personal injury* from their young men. You and I know that the President and Secretary are both too just and honorable men to desire such a result obtained by such means, or that they can give the slightest countenance to their employment to produce it.

Allow me to suggest in relation to the names and "respective voices" of the Indians, to be reported by you, that the instructions of the Secretary are confined to those who act for the tribe. When he speaks of the Indians who may attend the council, he says: "The names of those of such Indians, &c., and their respective voices," &c. The word "*such*" here qualifies the character of the Indians, whose names and votes are to be reported. They are such of those having authority to act for the tribe as may attend the council. The government has never transacted *national* business with the Indian tribes in any other way than with those of the chiefs who have authority to act. The Indian tribes are *nations*, in view of the constitution. Although dependent, in some respect, arising out of the necessity which compels them to yield to our irresistible power, they are independent in others. They are the latter in alienating their titles, and in transacting their national business with the government. This is always done by the chiefs and headmen alone, as is indicated by the signing of treaties made with them, and their receipts for the money of the nation, even under the *per capita* law. And, therefore, the instructions of the Secretary are worded as we find them.

I have the honor to be, very respectfully, your obedient servant,
R. W. THOMPSON.

Hon. S. CLARK.

D.

NORTHERN SUPERINTENDENCY,
Milwaukie, September 17, 1855.

SIR: From a paper filed with you, by R. W. Thompson, I perceive he finds fault with my conduct during the proceedings in relation to
Ex. Doc. 72—8

his claim of \$40,000 against the Monomones. It is not to be wondered at, that Mr. Thompson feels disappointed and grieved by the fortune which he already believed to be within his grasp having escaped from him, and that I receive a considerable share of the blame. Some of his statements are, however, entirely erroneous, and his objections to my conduct seem to have sprung from the idea that I would or ought to act the part of a mere looker on, which was a mistaken one; as it certainly was, in this case, as in every other, my duty to guard the Indians against imposition.

When you, at my request, charged the Indians at the adjournment of the council, on the 7th instant, not to be influenced by *outsiders*, I did not consider myself precluded from giving advice to the Indians, and connecting the various rumors and lies put in circulation by the allies of Mr. Thompson. I would have been faithless to the trust put in my hands by the government if I had refused to counsel and advise the Indians at the time when they needed it most. Knowing from experience that the advocates among the traders of Mr. Thompson's claim were perfectly unscrupulous as to the means used to influence the Indians, I watched them as closely as I could.

Of the many attempts made to persuade and to intimidate the Indians I will only mention a few.

Archibald Caldwell went in the night succeeding the 7th to the house of Carron (three miles from the pay-ground) and tried to persuade him to consent to the payment of Thompson's claim, and of *his own*; and threatened that if they did not consent they would, through the influence of Thompson and of the traders, within a few years be removed to the Mississippi. Mr. George W. Ewing went during the same night with Mr. Powell, late United States interpreter to Shawne-ow, and offered him one hundred dollars if he would use his influence to obtain the consent of his people to Thompson's claim.

On the morning of the 8th, Augustin Grignon, who is of about the same age of Osh-kosh and Show-no-naien, and familiar with them from their boyhood, used the same threat of the removal to the Mississippi, and succeeded in frightening these two old chiefs. I sent for them and demonstrated to them the absurdity of the threat. On the same forenoon, about eleven o'clock, in passing up the street between the houses and trading shanties, I found Osh-kosh and several other of the chiefs sitting on a pile of lumber. The Indians were very slow in collecting for the council. I urged them to meet and to speak freely to each other in relation to the claim of Thompson.

I advised them that they should scrutinize and examine it like any other claim which was brought before them at the councils preceding the payments. I reminded Osh-kosh of what he had said to me when I visited them the first time: "They were like a small boy who had got a piece of bread, and the claimants like a large boy who was attempting to take away the bread from the small boy. He hoped I would step between, and say to the large boy, you must not take away the bread from the small boy."

I explained to them that there was a mode prescribed by the regulations of the Indian department by which claims against the Indian tribes were brought before that department for examination, and that,

if the claimant was not satisfied with the decision of the Commissioner of Indian Affairs, he might appeal to the Secretary of the Interior and to the President; that they were good lawyers, and well capable of judging of what services performed by a lawyer were worth. I was by profession a physician, and a good judge of what medical services were worth, but not so much of the services of lawyers. I spoke of the claims of hay set up against them, not to change the subject of conversation, as Mr. Thompson's informant believed, but to illustrate the propriety of their examining as carefully Thompson's claim as they were in the habit of doing with the claims of other men. This was the substance of my short passing-by conversation with those chiefs.

I am conscious that my course during those proceedings, which ended in the unanimous rejection by the Indians of Thompson's claim, was entirely in accordance with the intentions of the President and the Secretary of the Treasury, in submitting this claim to the Menomonies for their decision. The Indians would not have decided it without being "controlled by improper means," if I had refused to counsel and advise them, in relation to the threats and lies circulated industriously by almost every trader on the ground, who are on the list of claimants against them.

(Reference is made to the appendix to the last annual report of the Commissioner of Indian Affairs.)

The threat of their removal to the Mississippi was used by all these persons to frighten the Indians; and, as the same lies were told by all these persons, it seems they originated from some one person who was leading these movements.

Mr. Thompson is entirely mistaken in supposing that I excited the young men against the chiefs. The young men were already very much excited, and watching the chiefs with a jealous eye, when I arrived on the ground. I appeased them by referring them to the resolution and memorial which the chiefs had unanimously signed on the 10th of May last, conceding to the young men an equal voice with themselves in all questions in relation to the granting to any claimants their annuities, or any part of them.

This arrangement had been made at the time to allay the excitement among the young men against the chiefs, who had a short time previous signed a paper in favor of paying Thompson some eighty thousand dollars, and must appear the more proper, as integrity and intelligence are found as much or more among the young than among the hereditary chiefs of the tribe.

The complaint—"the immense influence of the government was thus used to oppress a private citizen and strip him of his legal rights"—must appear simply ridiculous, when it is known that almost every trader on the ground, and every Menomonie half-breed, though many of them had been opposed to Thompson's claim until lately, were working as hard as they could to prevail upon the Indians to consent to its payment, while I had come to the pay-ground with only one young man as guard to the money, and had no influence to bring to bear upon the Indians except that of my own person.

If I have transacted the business of these Indians in such a manner

as to have gained their confidence in a high degree, I presume such result will not be deprecated by any persons except those whose interests are in opposition to the improvement and welfare of these Indians.

Very respectfully, your most obedient servant,
FRANCIS HUEBSCHMANN,
Superintendent.

HON. SAMUEL CLARK,
Kalamazoo, Michigan.

A.

At a council held at Keshena, on the 7th day of September, 1855, by the directions of the special agent of the government, for the purpose of ascertaining whether the consent of the Menomonic Indians will or will not be given to the payment of the money appropriated by Congress to Richard W. Thompson, by the act of 3d March, 1855, at which council R. W. Thompson was present in person, and Dr. F. Huebschmann, superintendent, on the part of the United States:

After the purpose for which they had been assembled was stated by the commissioner, Samuel Clark, and after hearing Mr. Thompson in behalf of his claim, and Dr. Huebschmann in reply to his remarks:

We, the undersigned, chiefs, headmen, and warriors of the Menomonic nation of Indians, having authority to act, after consulting by ourselves, have determined that we will not give our consent to the payment of the money appropriated by Congress to Richard W. Thompson, by said act of March 3d, 1855.

And we hereby request the special agent of the government to communicate this our decision to the Secretary of the Treasury of the United States.

Osh-kosh,	his x mark.	Ny-tan-sah,	his x mark.
Ayam-e-tah,	his x mark.	Whon-py-tuck,	his x mark.
Shon-won-nino,	his x mark.	A-ke-na-pan-waien,	his x mark.
Sho-ne-on,	his x mark.	Ma-nia-ke-roet,	his x mark.
Wan-ke-cheon,	his x mark.	Py-ah-we-sah,	his x mark.
Corvon,	his x mark.	Wah-cha-ka-naien,	his x mark.
Ke-she-na,	his x mark.	Mo-sha-hot,	his x mark.
Shun-wa-ne-pe-nasse,	his x mark.	Nah-hom,	his x mark.
Osh-ke-na-nin,	his x mark.	Che-che-qua-no-wa,	his x mark.
Wiskeno,	his x mark.	Ma-tah-wah-pa-cha,	his x mark.
Wa-pa-na-nosh,	his x mark.	Muh-ke-tah-pe-nash,	his x mark.
Wa-ha-mor-sam,	his x mark.	Ky-an-ah-mach.	his x mark.
Ah-wa-sha-sha,	his x mark.	Ah-kou-a-na,	his x mark.
Pe-quah-ka-nah,	his x mark.	Kow-wis-sat,	his x mark.
Samothe,	his x mark.	Ah-yaw-she,	his x mark.
Nah non-ha-toke,	his x mark.	O-ka-man-pe-nassien,	his x mark.
Muk-ka-tah-pa-nas-		Pe-she-pe-kou,	his x mark.
sien,	his x mark.	Non-naien,	his x mark.
Ko-ma-ne-rin,	his x mark.		

Signed in presence of the following witnesses, this 10th day of September, 1855.

SAMUEL CLARK.
A. R. ANDERSON.
JOHN WILEY.
CHAS. A. GRIGNON, *interpreter.*
BENJ. HUNKINS, *Indian agent.*
S. WEDETOFLY.
SYNETHERY WETZELL.
S. BOGK.

No. XXIV.

TERRE HAUTE, *October 4, 1855.*

SIR: I have just learned from Hon. S. Clark that he forwarded on the 1st instant his report in relation to my business with the Menomonie Indians.

I have no knowledge, whatever, of its contents, but know, of course, the character of the paper signed by the Indians, which accompanies it.

That paper was obtained by unfair means, practised by the superintendent, of which I have abundant evidence in my possession.

But as I am necessarily detained at home, I must request that no action in reference to it be had until I reach Washington; I hope to be there during the next week.

I have the honor to be your obedient servant,

R. W. THOMPSON.

Hon. J. GUTHRIE,
Secretary of the Treasury.

No. XXV.

TREASURY DEPARTMENT, *October 29, 1855.*

SIR: You will recollect that soon after the passage of the act entitled "An act making appropriations for the civil and diplomatic expenses of the government for the year ending the thirtieth of June, eighteen hundred and fifty-six, and for other purposes," approved 3d March, 1855, it was represented that the 27th section, which is in the following words:

"That in accordance with the memorial of the Menomonie Indians to the President and Congress, dated the fourth of October, eighteen hundred and fifty-four, and executed in general council of the nation, the Secretary of the Treasury pay to Richard W. Thompson, out of any money in the treasury not otherwise appropriated, one-half of the amount stipulated in said memorial, and in an agreement of said

Indians with said Thompson, dated the fifteenth of February, eighteen hundred and fifty-one, for his services as attorney for said Indians, in the prosecution of a claim in their behalf for additional compensation for lands ceded by them to the United States by the treaty of eighteen hundred and forty-eight, and that the sum so paid be deducted from the annuities, when due and payable, that are to be paid to the said Indians, under the treaty of the twelfth of May, eighteen hundred and fifty-four, and the amendments thereto,"—

was amended in the progress of the bill through Congress, by the insertion of the words "provided the same be paid with the assent of the Menomonies;" that both houses concurred in the said amendment, but that, in some way or other, the amendment was not engrossed with the bill, nor printed as part of the act; and that, upon full inquiry and examination, such representations appeared to you to be sustained by the facts.

And you will also recollect that, considering the force and effect of the terms of the said section, the respect due to the intention of the two houses of Congress, contained in the proviso adopted as an amendment to the bill, but not incorporated in the act, and your authority and duty towards the Menomonies, under the 3d article of the treaty of the 2d August, 1854, you came to the conclusion to inquire and ascertain the sense of the Menomonies upon the question of the said payment.

For this purpose, on the 26th June, 1855, the Hon. Samuel Clark, of Michigan, was appointed agent.

He was directed to proceed to the ground on the Wolf river, fixed for the meeting of the Indians, for the purpose of receiving their annuities, and he was instructed to allow Mr. Thompson to be present in person or by attorney, and the agent of the tribe to attend on the part of the United States, and to take care that the proceedings were fairly conducted, that the subject should be fully understood by the Indians, and that no improper means should be used to bias or control their determination. The agent was also instructed to report the names of all Indians who have authority to act for the tribe, the names of such of those Indians who should be present at the council, and the respective voices assenting to or dissenting from the payment. With this recapitulation of the particulars of the case, I have now the honor to report that the agent, Mr. Clark, has performed the duty assigned to him. He attended the annual council of the Indians at the place designated, and has reported the dissent of the Indians to the payment in question, and transmitted a roll of those empowered to act.

On the other hand, I have to report that Mr. Thompson has excepted to the said proceedings, on the grounds that an order had been made giving the whole tribe equal authority with the chiefs, on all questions relating to the annuities, and that the superintendent of the Indians had improperly interfered by misrepresentations, threats and intimidation.

With a view to any other action which you may deem the case to require, I submit a copy of the instructions to the agent, his report, the

argument and evidence filed by Mr. Thompson, and documents numbered from 1 to 32 inclusive.

I am, with the highest respect,

JAMES GUTHRIE,
Secretary of the Treasury.

To the PRESIDENT OF THE UNITED STATES.

No. XXVI.

WASHINGTON, October 19, 1855.

SIR: I beg leave to call your special attention to the following facts:

In the first place, I hope you will examine the papers connected with my business now in your office, that you may understand the facts upon which the act of Congress for my relief was based, and that you may also see that I have a meritorious claim upon the Indians, independent of the act, for compensation for services actually and honestly rendered.

I did not wish to become their attorney, and only yielded to their persuasions to do so, upon the condition that the consent of the proper officers of the government should be given. That of the President, Secretary of the Interior, and Commissioner of Indian Affairs, was given, and by all of them I was recognised, for several years, as attorney for these Indians, as I was also by Congress, before whom their business was brought by a memorial signed by me as their attorney. My original power of attorney was executed and acknowledged in the Indian Office. Certified copies of my contracts were placed on file in that office. Everything connected with the business was done by me, and it is well known that my labors resulted in a report from the Committee on Indian Affairs in the Senate, that they were entitled to over \$600,000, instead of what is allowed them by their late treaty. All these facts, with a full statement of the character of my services, were before Congress when the act was passed; and I desire to call your attention to them, that you may not suppose me to be engaged in the prosecution of an unjust and unfounded claim.

In my memorial to Congress I did not ask to be paid what the Indians had agreed, *of their own accord*, to pay me. All I asked was that Congress should determine what my services were worth, and that I should be paid accordingly. Congress, therefore, fixed the value of my services at the amount expressed in the law.

You will see the importance of these facts, when I come to notice what was recently said and done by the superintendent, Dr. Hubschmann, to obtain from the Indians the paper accompanying the report of the Hon. Samuel Clark.

In my several letters to the Attorney General, while my case was before him, I fully expressed my views in relation to the obligation imposed by the constitution upon the Executive to execute the law as it is. It would be asking too much of you, I know, to examine those

letters, yet I cannot refrain from expressing the hope that you may have leisure and inclination to do so. I have not seen the opinion of the Attorney General, but I apprehend there can be nothing in it in opposition to my general views. Excuse me for giving a brief summary of these views.

Congress directs that I shall be paid so much money *out of the treasury*, and requires you to pay it. That is the only part of the law that concerns me, or *that has relation to your duty*. The act of payment, therefore, on your part, is administrative merely. When that is done, the deduction of the sum paid out of the annuities of the Indians is a matter to be determined between the Indians and Congress—not between the Indians and the *Executive*. That question is to be settled *after* the payment to me, and cannot arise *before*. The Executive cannot raise it in behalf of the Indians, and thereby *defeat the will of Congress*, because that would deny to Congress the power to dispose of the money of the government by law, and would place the President in the attitude of having given his consent to the law while Congress was in session, and then withdrawing it after Congress had adjourned.

The government is said to be the *guardian* of the Indians, but this doctrine certainly does not extend so far as to make the *Executive* their guardian to protect them against the government. In my case ~~the~~ *government* has acted—both Congress and the President. Certainly the President can have no power under the constitution to *withdraw his assent* from this act of the government so as to lessen the obligation resting upon *you* to execute the law. There is no power conferred upon him of higher obligation than that which requires him to see that *the laws are executed*. They are not laws without his consent. That once given, the duty of execution commences, and the constitution confers upon him no power of suspension, except in cases where, *ex necessitate*, discretion may be exercised. If this power of suspension existed in the case of the payment of money to an individual, merely because of the character of the law, why may it not exist in any other case where Congress directs the performance of an *administrative* act? Take the case of a marshal executing the process of the federal courts; will it be insisted, for a moment, that the President can direct him to suspend the service of process in any case? If he can, he can suspend the execution of the law under which the process issued. How, then, can the President suspend this law for my relief, to which *he* and Congress both consented?

The proviso requiring the consent of the Indians is no part of the *law*. The President did not approve it, and that he did not *was no fault of mine*. By approving the law, without the proviso, he has given his *consent*, under the constitution, to the payment according to the law as it stands, and it appears to me that he cannot now, constitutionally, inquire beyond its terms.

If it is said that the power to do so, and to suspend a law for any purpose, is derived from the treaties with the Indians, I reply that the doctrine is a most alarming one indeed, that after Congress has passed an act in violation of a treaty, and the *President has approved it*, the President has yet the power to suspend the act because it

violates the treaty. The President may *veto* an act of Congress in violation of a treaty, but after he has consented to it he is bound to see it executed.

The President has no other participation in legislation than that given him by the power of the *veto*. By this he may defeat an act of legislation; but when he does not do so, but approves the act, and, by his consent, it becomes a *law*, it then becomes a rule that he cannot alter, but must execute. It is the expressed will of the nation, and it is not competent for him, while executing this will, to stop short of the end designed to inquire what provision of the constitution or what treaty has been violated; because, by his approval, he has consented that it shall stand as the legislature declared it. By the joint act of Congress and the President they have declared that there is no prohibition in the constitution or elsewhere against the law, and, therefore, the passage of the law is an agreement upon the part of Congress and the President that it shall be executed as they passed it. If the matter involved can thereafter become the subject of *judicial* inquiry, the *judiciary* may inquire how far the legislature and the Executive combined have violated the constitution. But this inquiry can never arise in cases where alone the public policy, the disposition of the public property, or the mere appropriation of money is concerned. There, no such interests are affected as can become the subject of judicial inquiry.

Entertaining these general views, I made several communications to the Attorney General, expressing them; but in a conversation had with that gentleman, on the 18th May last, he suggested that there were difficulties in his mind in reference to the effect of the *proviso* said to have been attached by Congress to the law. The result of that interview was a letter from me to him, of that date, wherein, without conceding the power of the President to suspend the execution of the law, but yielding merely to the necessity of my position, I made certain suggestions in reference to the mode of proceeding, "*if it should be deemed necessary* to obtain again the consent of the Indians," &c.

Upon the contingency that the Executive should deem it necessary to obtain this consent, I said: "If such a special agent is selected and shall be instructed to see that no improper influence is brought to bear upon the Indians, *either by the officers of the Indian department or myself*, to prevent them from expressing their wishes, fully and freely, there can be no just and reasonable complaint of the result." I suggested the *personal* hostility of the Commissioner of Indian Affairs, and the superintendent, towards me, as the reason why justice and good faith require that I should be protected against such influences as their unkind feelings towards me would tempt them to employ.

So far, then, as this letter implies any consent on my part to the adoption of this course, it must be considered as *conditional*,—first, upon the determination of the Executive, that the consent of the Indians was necessary; and, second, that if it should be so determined, I should be so protected against the personal hostility of the Commissioner and superintendent of Indian affairs.

I cannot but suppose that such was your own understanding of the

matter, for I find your instructions to Mr. Clark everything that I could have desired them to be. You say: "You will allow Mr. Thompson to be present, in person or by attorney, and the *agent of the tribe* to attend on the part of the United States, and you will take care that the proceedings are *fairly conducted*; that the subject is fully understood by the Indians, and that *no improper means are used to bias or control their determination.*"

You designate, distinctly, the officer who was to be present and "attend on the part of the United States." This was the "*agent of the tribe,*" who was doubtless selected by you, because he is more nearly and intimately connected with the Indians than any other officer, and from his position must know, more than any other, of their wishes and wants. But you will see, in the sequel, that this officer, although present, had nothing to do with the matter; that he said and did nothing "on the part of the United States," and that the *superintendent*, against whose interference I had respectfully protested, took the whole thing, in defiance of your instructions, into his own hands. Notwithstanding Congress had taken the settlement of my business away from the officers of the Indian department, upon the express ground of the *personal hostility* of the Commissioner and superintendent towards me; and notwithstanding you, in carrying out the design of Congress, had directed that the "*agent of the tribe,*" to whom there was no objection, should attend to the interests of the United States; yet, so strongly were the feelings of the superintendent enlisted against me, that he took the whole business out of the hands of the person designated by you, that he might be sure that no means calculated to produce injury to my interests were left unemployed. Mr. Clark's report shows that the *agent* did nothing.

Upon examining the report of Mr. Clark, I find he has only forwarded the result of the several councils of the Indians. I regret this, as a report from him of all that occurred would have saved me the trouble of much of the statement which I now think it necessary to my own interests that I should make, as well as necessary to a perfect understanding of the whole matter. I find no fault with Mr. Clark, however, for this, as I am perfectly satisfied of the sincerity and integrity of his motives.

On the 7th September, the first council with the Indians was held; this was on Friday. At this council, after Mr. Clark had stated the purpose and object of his visits, I made to the Indians a statement in reference to my employment by them in this city in 1850, the character of the services I had rendered to them since then, their several agreements with me, and what I then expected and desired them to do under the act of Congress and your instructions. In that statement I said to them that their great father, the President, had been informed that I had taken the advantage of them, and that I desired them to state distinctly whether I had or no, so that if there was one amongst them who had that idea, I might have the opportunity of having it fully explained in the presence of Mr. Clark.

At the close of my remarks, the superintendent made a speech to them, a copy of which I now enclose you. It was written down by me at the time, and the paper I now hand you was afterwards sub-

mitted to him in the presence of Mr. Clark, with the request from me that if incorrect he would correct it. You will observe upon the 4th, 6th, 7th, 8th, and 9th pages several erasures and interlineations, in pencil, made by him at the time, not affecting the substance. After these were made, he handed it back to me as a correct report of his speech. I must beg your particular attention to this, as it was the incipient step in the measures taken by him to defeat a fair expression of the wishes of the Indians.

Before I comment upon it, however, I must say that the superintendent had greatly the advantage of me in this discussion, if it could have been properly so called, from this fact: the chiefs were assembled before me and I was talking to them, never having supposed it possible that their authority to transact the business of the tribe had been destroyed, and that the young men and boys of the tribe, however reckless, dissolute, and abandoned, had equal voices with them. I apprehend such a thing was never heard of before, and that there is no like instance in the history of the government intercourse with the Indian tribes. I have no idea that it would have occurred here, but for my case, to which it was designed especially to apply, as you must yourself be satisfied when you come to understand all the facts.

The superintendent was familiar with the kind of game he was playing. If you will examine the paper containing the names of the Indians said now to be *authorized to act for the tribe*, which accompanies Mr. Clark's report, you will find that it contains an official certificate from the agent of the tribe, Mr. Hunkins, in which he states that, on the 10th of *May last*, "a rule was adopted by the Menomonies in council, and a memorial was signed by all the chiefs and all the young men present, to the effect that, in all questions concerning their annuities, the *young men shall have authority to act equally with the chiefs.*"

I hope you will observe the time at which this new rule of proceeding was adopted—this rule that broke down all the authority of those who had acted for the tribe from time immemorial, and destroyed its domestic government. You will see that it was made while my case was before the Attorney General, and just eight days before the interview between that gentleman and myself, that led to my letter of the 18th of May suggesting, conditionally, the appointment of a special agent. Those eight days furnished quite time enough for information of this new rule to reach this city before the 18th of September, as the pendency and delay of my business here, after the adjournment of Congress, had furnished sufficient time to send all the necessary instructions there. Can anybody suppose that I would have written that letter if I had known that the trap had been so cunningly and adroitly set? I made my contract with the chiefs, who have always done the business of the tribe with the government; even the alienation of title to land; and I had the uniform custom of the government, from its formation, to assure me that *it* would recognise nobody else but the chiefs as having authority to act for the tribe. Yet now it appears that there is something in *my* case that makes it an exception to this invariable custom, and that it is sought to make me the first victim of a new rule adopted by the government,

and concealed from me for that express purpose and no other; and this is done under the authority of a government based upon justice, and professing to act justly and fairly towards those who have dealings with it. But it is wrong to charge it upon the government or upon the Executive, for the President, the Attorney General, and yourself, must have been as ignorant of this new mode of transacting business with the Indians as I was myself. To say that you were not, would be to insinuate that you connived at the deception practised upon me—of which, I beg to assure you, I have not the slightest suspicion even. But you cannot fail to see, I think, that this new rule was made expressly for my case, and that I was deceived by it. I have no evidence of its origin, but it appears to me to be only another link in the chain of measures adopted and practised for several years, by the Indian department, to persecute and harass and assail me, and which are persevered in with a malignant vigilance that tires neither by day nor night. Of all this I should have no cause to complain to you, at least, if those who are thus engaged did not shelter themselves behind the barrier of official position. But you must see how unequal my contest with them is, when they are thus sheltered, and when I have nothing but my single arm to oppose their combined official power.

If you will examine the list of names upon the paper furnished Mr. Clark by the agent, you will find, if I have properly counted them, three hundred and forty Indians who are said to act for this little tribe of about two thousand at most. Yet if you will look at the late treaty made with these same Indians, only last year, by this same superintendent, you will find that it is executed by only twenty-one, and the amendments of the Senate agreed to by only twenty-five. And I venture to say that, if you examine the receipts to the agents for the annuity money paid them, you will not find more names than have signed the treaties; and such, in all probability, is the case, in the payment of last month, since this new rule was made. While in the Indian country I requested the agent to furnish me a list of the chiefs; and the paper enclosed, written in pencil, was by his directions furnished me by the interpreter. From this you will see that there are, in reality, but twenty-one recognised chiefs now living, and two others only whom the interpreter thinks should be recognised—making at most twenty-three. Yet my business is to be settled by the votes of three hundred and forty, while these twenty-three do all the other business of the nation. Is that fair? Does not your own sense of justice revolt at such things?

By examining the speech made to the Indians by the superintendent, you will find that, throughout, it seeks to make a *false impression* upon the minds of the Indians to my prejudice.

It seeks to convince them that there is no question of *honesty* involved in the execution of their agreement with me, so as to lay the foundation for an act of repudiation by them.

It misrepresents the treaty of 1854, by telling the Indians that the sum given them by it was in consideration of the *difference between lands in Minnesota and Wisconsin*; and that they merely "*gave up all difference in the lands sold in 1848.*" If you will examine the

4th article of that treaty, you find the whole consideration stated ; and then if you will look into the statements in my memorial to Congress, you will see how it was produced : every initiatory step towards it was taken by me, and the difference in the price of the lands ceded in 1848 was the basis of the whole consideration. The Senate committee said *that difference alone* was over \$600,000 ; yet this superintendent now pretends that *this* does not enter into the consideration of this treaty, but that, in consideration of *something else*, the Indians merely *gave it up* ! If the sum paid by this treaty was in consideration of the *difference between lands in Minnesota and Wisconsin*, then the *giving up* of the claim for the lands in the treaty of 1848 is without consideration, and the United States yet owe these Indians over \$600,000. The pretext is too shallow to deceive anybody who understands the facts, and would scarcely have deceived the Indians even, if the statement had not been made under *official* authority and by an *officer* of the government. But that was the purpose for which it was designed, and to accomplish it the superintendent was willing to place the government in the attitude of having defrauded these Indians out of more than \$600,000 in a treaty made by himself. According to his own story *now*, he puts himself and the government in this condition : that he caused these Indians to surrender 400,000 acres of land in Minnesota, and to *give up* over \$600,000 for only \$150,000, the sum in the original treaty as he made it. Now the fact is, that the Indians never expected, nor did I for them, to get anything more than a small or nominal difference at most between the lands in Minnesota and Wisconsin, and would have consented to exchange the former for the latter without difference, as the Indian Office always knew ; yet this same superintendent went into their country in May, 1854, acting under instructions from the Commissioner of Indian Affairs, *refused me permission to go there and tell the Indians the condition of their business, and that the Senate committee had reported that they were entitled to over \$600,000*, studiously *concealed the fact from them himself while he was making the treaty*, and now has so little sense of shame about him as to declare that he, *by these means*, induced these Indians to *give up* this whole claim for \$150,000. Is it not high time that the government was putting a stop to this mode of dealing with the Indians by its own officers ? If the authorities of the country do not do it, where is to be the remedy ? If any *private individual* has the boldness to confront these officials and charge them with their wrong, and thus discover such facts as lead to redress, they pounce upon him, as they have done upon me, with almost the fury of wild beasts. But then sometimes, as if there were a providence in the thing, their own malignity misleads them, and in indulging it they entrap themselves, as has been the case with this superintendent in the matter referred to. He stands now, by his own admission, guilty of imposition upon the Indians ; a fact which his own sense of personal honor would have prompted him to have kept forever concealed, but for the stronger and more ruling motive to injure me.

It misrepresents my contract made in 1850 with the Indians, by telling them that by it I had agreed to get them \$600,000. There

is no such thing in it, it only being that I should get them whatever sum I could. The \$600,000 he alludes to originated with the Senate committee *long after* my contract, and as the result of my labors. But this fact made no difference to the superintendent, for this misrepresentation was necessary as the foundation of another equally flagrant, which he made directly after, by telling them that my contract had "never been fulfilled," because I had not got them *that large amount*, and *he was not aware of any steps I had taken to get it.*" Need I comment upon such a statement as this any further than to say, that he *knew* I had no such contract as he described, and that I had spent *over four years* in attending to their business? This very man perfectly well understood, when he was making these statements, that the greatest difficulty he had in making the treaty of 1854 was in inducing the Indians to sign it *without consulting me*, and that the *head chief* did not sign it *for that reason*. And, notwithstanding he understood that this relationship between the Indians and me had grown up out of the fact of my having spent over four years, and the greater part of it here, in this city, in attending to their business, yet he did not hesitate to tell them, with all the authority which his official position gave him, that *I had taken no steps to fulfil my contract with them*. And this he did *in the face of the act of Congress*. It requires some boldness, to say the least of it, to do such things.

It misrepresents the action of the government in reference to my contract; for he well understood the importance of having the Indians understand that the *government* had repudiated my contract—to lay the foundation for *their* repudiation of it. This is what he said: "It is true *that contract has never been acknowledged to be valid by the government*. That is my understanding of the case, and that of the Indian Department." Here he speaks for himself and the Commissioner both, and directly in the face of the act of Congress misstates the fact. He was instructed to do it, of course, or he would scarcely have ventured thus to declare the opinion of the "Indian Department." But irrespective of what the law recognizes, my contract had been also recognized by the "Indian Department" itself several years before the present Commissioner came into office, and he found an officially certified copy of it on file there.

It misrepresents the true state of the case, and goes behind the law to do it, by telling the Indians that if they paid me the money it would be nothing but a *present*, when he knew the reverse, and knew that the act of Congress had determined the reverse.

Other misrepresentations I pass over as not important enough to justify the space sufficient to explain them, and come to a most important part of this speech. After insisting that I had done nothing—that my contract was not held valid by the government, and that I should not be paid, he says: "There may be some *old men* here who may not live to see the money under your late treaty due, *who may do it*, but they will *not* consult the interest of the tribe. But certainly the *YOUNG MEN* will consider well before they will pay so large an amount." There is some difference between the superintendent and myself about what he did say on this subject. My own understanding of it then and yet is, that he said what I have written here, and what

I put down at the time; but you will see by looking at the paper, that he has, with pencil, erased the words "*who may do it,*" and "*not,*" which I have underscored, and that he admits the remainder. You will see, however, that with these words erased, the sentence is not good sense and unmeaning. But, nevertheless, even as corrected, and taken together with the next, it can mean only an address to the *young men*, to show them that as the *old men* would not live to see the money under the late treaty due, it was *their* money, and the old men had no right to dispose of it! You will see and understand the force of this when you come to see the subsequent facts, as you would see if it were necessary, that the annuities under the late treaty were postponed till 1867—for *thirteen years*, for the very reason that this argument of the superintendent might be made available to defeat the payment to me! This was the first time I had ever heard of the *young men* in connexion with my business, or of their having any authority to act for the tribe. I could not tell what it meant at the time, nor subsequently, until I was informed of the new rule of proceeding adopted on the 10th of May. That explained the whole; but when I afterwards found it out, it was too late to remove the impression created by what the superintendent had said and done. I could only call the attention of Mr. Clark to the language of your instructions, and the invariable practice of the government, which I did in my letter of the 8th of September, which accompanies his report, and in which I *protested* against the whole conduct of the superintendent.

After the superintendent had laid his foundation, in the foregoing manner, he then, that his success might be sure, told the Indians that if they paid me, "*the government will not think it expedient to give you (them) any more money*"—that is, that if they ever expected to get anything more from the government, they must repudiate their debt to me! Is not this a most flagrant violation of *your* instruction, that the matter should be "*fairly conducted,*" and that no "*improper means*" should be used to "*bias or control their determination?*" Was it not "*improper,*" and did it not "*bias and control their determination*"—for this government officer, who speaks as *they* always understand the voice of their great father, the President—to tell them that the favor of the government *hereafter* depended upon their rejecting my claim and repudiating me? A more effectual mode could not have been adopted to accomplish this object; for whenever a superintendent speaks thus to a tribe of Indians *for* the government, whose officer he is, they understand it as a *demand* of submission upon their part. But was it not a *false pretence?*—for the subsequent allowance of money to these Indians had no more to do with their paying me, than it has to do with the war in the Crimea. It may have, and doubtless has, a good deal to do with the favor that may be hereafter extended to them by those who now govern the *Indian Bureau*, but I have yet to learn that that bureau constitutes the government, whatever may be the opinion of the commissioner and superintendent on the subject.

You will observe, that the closing remarks of the superintendent were made with the view of satisfying the Indians that *Congress ex-*

pected them to be directed and governed by him ; whereas, neither Congress nor yourself had designed any such thing.

After these speeches were made, and before I yet had any conception of what the superintendent meant by talking to the *young men*, Mr. Clark, at the request of the superintendent, cautioned the Indians, as he says in his report, "against permitting *any one to talk with them,*" &c. This was according to my own wishes, and most strictly did I conform to the order. It was intended by Mr. Clark to apply to *everybody*. He said to me the next day, when I informed him of the conduct of the superintendent in violating this order, that he had no right to speak to the Indians except in my hearing. Everybody else on the ground so understood it ; and therefore, its violation by the superintendent became the subject of general remark. In answer to my letter of the 8th September to Mr. Clark, calling his attention specially to his conduct, the superintendent pretends that Mr. Clark's instruction was that the Indians should "not be influenced by *outsiders,*" and that he was not precluded from talking to the Indians as much as he pleased. But Mr. Clark said no such thing ; but said expressly the reverse, that they should not permit "*any one*" to talk with them. This pretence of the superintendent is an after-thought, resorted to only as a lame apology, after he was caught in an act which brought a blush of shame to his face when he was first detected. He had, by the order of Mr. Clark, no more right than anybody else to talk *privately* to these Indians, and by doing it, he was guilty of a wanton and unwarrantable interference of a violation of your instructions and Mr. Clark's order, and of official oppression and injustice towards me. He *admits* all this in his answer to my letter to Mr. Clark, which accompanies Mr. Clark's report.

He pretends that the traders and other persons there were the "unscrupulous" advocates of my being paid, and that "various rumors and lies were "put in circulation" by them. I will not discuss the question whether or no there was any body there more "unscrupulous" than he was, or half so much so, because he does not connect me with any of these "rumors and lies" or the men who told them, or even insinuate that they acted by my authority, which he, certainly, would have done, if he had seen anything in my conduct to justify even the *suspicion* of it. As he has not done so, I am not responsible for what they may have done or said, even if they did what is charged upon them. But if they did do these things, would not the true and fair and honest course, have been to have had the matter investigated and settled there, on the spot, while all the parties were present? I found fault with his conduct and made my complaint to Mr. Clark, while we were all together, and with full specifications in writing. But he had then no complaint to make against any body, so that it could be met and refuted if unfounded, but has reserved his slanders upon men better than himself, until we are all apart, and then, to give a colorable excuse to his own conduct, has put his defamations upon the records of your department.

This attempt to connect me with the traders is not new ; it has been attempted before, by both the Commissioner and superintendent, as you will see by referring to the last annual report of the former. I

then denied it and challenged the production of any proof of my having anything to do with the traders. I communicated my denial to the Secretary of the Interior in a letter, a printed copy of which is amongst the papers now in your department, and I now think it quite time that we should hear no more of this, until I am shown to have some connexion with these men.

But this resort of the superintendent is easily understood. He knows that in the Indian country, beyond the frontier, it is almost impossible to meet with persons other than those who have business with the Indians, and that if the reputation of these is destroyed at a blow, he may do what he pleases without fear of detection. Therefore his wholesale assault upon them.

Now, it may be possible that these men desired me paid. I suppose they did; for the most of them knew all about my connexion with the Indians, and the character of the services I had rendered. And they might have desired it for another and more selfish reason, that the Indians might not be also tempted to repudiate their debts. However this may have been, I do not believe that the accusations made against them by the superintendent are true; but if they are true, they had no authority from me so to act on my account. I defy any man to show that in any way, either directly or indirectly, by myself or any other person, I violated the instructions of Mr. Clark, in letter or spirit. If the superintendent could say as much, I should have been saved the trouble of making this tedious communication, and you the trouble of reading it.

Of the particular instances of interference on my behalf, which he names, I have no knowledge, and, therefore, can say nothing about them. I never heard of them before I saw them in this letter of the superintendent. But it seems to me that, if they had really existed, it would have been most proper, and most consistent with fair dealing, that they should have been made known *there*, while we were all upon the ground together. As that opportunity was permitted to pass I have the right to insist that they shall have no weight now; for the suppression of them until after we all separated covers them with suspicion. At all events, I deny, most emphatically, that I knew anything about them, that they were done by my authority, or that I am in any way responsible for them.

If the offer to pay one of the Indians for his services in using his influence had been made directly by me, I might justify it upon the ground that it was rendered necessary by the counter influence of the superintendent, in a most secret and under-hand manner. But it was not so made; nor do I know that it was made at all. And I might have found justification for it in another fact, which was that in one of the councils one of the chiefs, who endeavored to echo the sentiments of the superintendent, expressly stated that the clothes he then had on had been given to him as a *present by the superintendent!* Mr. Clark has in his possession a copy of the speeches made in council, which will show this fact, and the original report is in my possession. Why was a present of a suit of clothes made to this chief? I should scarcely have thought it necessary to refer to this, as I am not apt to suspect improper motives in others; but *now* it appears to me that it

likely had a meaning, and may have been designed to influence this chief to follow the advice of the superintendent. But I am unwilling to make such an *accusation*, because I have no *evidence* of its truth; and even my own interest shall not tempt me to ask that a mere suspicion shall be dignified into proof.

He states that the Indians were told that unless they paid me they would be removed, by my influence, west of the Mississippi river; which it was well understood they dreaded more than anything else, and to prevent which they had employed me originally. It was publicly stated in one of the councils by a chief that he had heard this, and I then stated to the Indians that it was not true that I would attempt any such thing; that nobody was authorized to say so to them, and that they never should go there by any act of mine, whether they paid me or not; that if they were to act in bad faith towards me, I would not do so towards them. The Indians were satisfied, and I thought I should hear nothing more of it. But the superintendent has seized upon it for an unfair purpose, in the face of my denial and satisfactory explanation. The motive in doing so must be apparent.

Nobody understands better than he does the effect of this threat upon these Indians. When they first came to Washington, in 1850, it was chiefly to prevent this removal, and this was the first thing done for them by me. The records of the Department of the Interior will show that, on the 7th of September, 1850, the Secretary addressed me a letter in response to a petition of the chief, which I had prepared and presented, wherein he informed me, that the President had postponed the time fixed by the treaty of 1848 for their removal. This postponement enabled me to initiate such steps with the then Commissioner of Indian Affairs, as resulted in the selection for them of the tract of country where they now are. All this was done by me alone, and it was very well understood by the superintendent, when he made the treaty of 1854, that the Indians dreaded a removal from where they are to the west of the Mississippi more than any other thing. Therefore you will see the effect of a threat of this removal upon them at *that* time. The superintendent admits in his speech which accompanies this, that he refused me permission to go into the Indian country, when that treaty was made; and I have now in my possession a letter from the gentleman who was then the *agent*, and whom I never saw, which explains the reason to have been, that he might the more effectually use this threat of removal, as the means of getting them to sign the treaty, as he very well knew that, at that time, nothing else in the world could induce them to sign it without my advice. In this letter the agent says, in reference to getting the consent of some of the principal chiefs, and the *head chief* particularly, that in acting "*agreeably to his instructions*" he told them that their "*only alternative was to sign the treaty or go beyond the Mississippi.*" I do not file this letter, but it is subject to your inspection. It shows *how* this treaty of 1854 was made; that it was made by this *false* threat of removal, when there was not the slightest design on the part of the government to remove them; when Congress had appropriated money to remove them where they are, and when I had obtained the consent of the legislature of Wisconsin that they should remain there. The

fact that I had procured the Committee of Indian Affairs to report that the United States owed these Indians over \$600,000 was concealed from them; I was refused permission to go into their country and tell them of it and explain the situation of their business; and when I was not present to contradict it, they were told that their "*only alternative was to sign the treaty or go beyond the Mississippi.*" Can anybody suppose that without this *false pretence* they would have signed this treaty? But I do not propose to argue that now, as it is not otherwise important than to show that the traders of whom he speaks, if guilty of what he charges, (for he does not charge me with doing it,) only employed the same threat that was employed by *him* to extort from them the treaty of 1854. How frequently it happens that those who know themselves to be guilty of unfair practices are the first and loudest in charging them upon others.

After admitting that he violated the order of Mr. Clark, about speaking to the Indians, and perverting the language of Mr. Clark to excuse it, the superintendent, in his letter accompanying Mr. Clark's report, gives his own version of what he said to the Indians, when I was not present to hear it, and when I had no possible means of contradicting it. He says: "I explained to them that there was a mode prescribed by the regulations of the *Indian Department* by which claims against the Indian tribes were brought before that department for examination, and that, if the claimant was not satisfied with the decision of the *Commissioner of Indian Affairs*, he might appeal to the *Secretary of the Interior* and to the President—that they were good lawyers and well qualified of judging of what services performed by a lawyer were worth." What had all this to do with the question then before the Indians? He well knew, by the terms of the law, that Congress had taken this whole business out of the hands of those who manage Indian affairs and had placed it in yours. He knew also that, in no possible contingency could the question of the amount of my compensation come before the Commissioner of Indian Affairs. And he knew also, that the commissioner had *prejudged* and denounced it, and that that was the reason why Congress had taken it out of his hands. And yet, with all this knowledge, he used the language I have quoted, holding out the idea to the Indians that I had a remedy, outside of the law, for a settlement of my claim. This was nothing more nor less than an attempt to thwart the purposes of Congress, and to defeat the law by creating false impressions upon the minds of the Indians. And it was equally an attempt to resist *your* authority, and to put it out of your power to execute the law, by making the Indians believe that he could take the matter out of your hands and turn it over again, in defiance of the law, to the Commissioner of Indian Affairs. I may well inquire whether such proceeding will be tolerated by you? for they can certainly be viewed in no other light than as disrespectful to your authority. If the superintendent could plead ignorance of the act of Congress and your instructions, he might be excused; but he knew both, and sought to defeat the one by violating the other.

Thus far of what is shown by the admissions of the superintendent in the letter accompanying Mr. Clark's report; and I might stop here

and ask whether this is not sufficient, in any court of justice, to set aside the act of the Indians in repudiating the payment, as obtained by unfair means, and therefore void? But there are other facts that will still more excite your surprise. These I will enumerate as briefly as possible:

First. The affidavit of George F. Wright, esq., of Oshkosh, Wisconsin, who is not an Indian trader, and whose reputation for veracity the superintendent will not assail. He swears that, in June last, the superintendent said to him that my claim "*never should or never would be paid so long as he was superintendent.*" This was after the act of Congress was passed, and exhibited a settled determination to defeat the will of Congress, and to prevent you from carrying that will into execution. Can stronger evidence of his personal hostility to me be desired? Does it not call for the sternest rebuke from those who have the power to make it? It explains his subsequent conduct; and makes it perfectly transparent.

Second. The affidavit of William N. Davis, whom I never saw before. He resides, I learned, at Muckwaw, Wisconsin, and was represented to me as a gentleman of high respectability. I do not know what his pursuit is. He says that he heard the superintendent tell the Indians, when neither Mr. Clark nor myself were present, that they had better leave my claim "to the President and *Commissioner of Indian Affairs,*" &c., which the superintendent, in effect, admits; thus showing how steadily he persisted in the determination to deceive the Indians, treat your authority with contempt, take the whole matter out of your hands, and send it back to the *Commissioner.*

Third. The affidavit of Waynau-mett, or John Waupoose, an Indian who speaks the English language very well. He accompanied Mr. Clark from some point on the Oconto river to the pay ground, and bears all the evidences of considerable advancement in civilization. Besides his oath, his veracity is certified to by four gentlemen, amongst whom is Colonel Elias Murray, who resided for many years in Indiana, and who is extensively known in that State as a gentleman of the most exalted character. This Indian swears that the superintendent threatened to "*hang him with a rope*" if he agreed that I should be paid, and actually took away from him, because he did so, the annuity money that was due to himself, his wife, and five children! Need I comment upon such conduct? The statement of it is enough to excite condemnation in every honorable mind. He also states another fact, fully sustained by other evidence, which is, that he believes the Indians would "*never have thought of rejecting*" my claim "*but for the threats and interferences of said superintendent, by which he induced the young men to frighten the chiefs.*" I will notice this hereafter, in connexion with more satisfactory statements to the same point.

Fourth. The joint affidavit of William Johnson and R. A. Jones—the former of whom was once interpreter, and the latter of whom is a trader residing at some town on the Oconto river. They both state their long acquaintance with the Indians, that the Indians always said and intended that I should be paid, and that they never heard the contrary till at that time. They also state that the *chiefs* told them that the superintendent had "*threatened them with a loss of their*

annuities" if they paid me; that he had excited the *young men* "against the chiefs," &c., and that they had "threatened to kill the chiefs" if they paid me, &c.

Fifth. The affidavit of Harvey S. Murray, son of Major Murray, who states, in substance, the same facts.

Sixth. The affidavit of Augustine Grignon, the father of Charles A. Grignon, late interpreter amongst these Indians, who is an old gentleman of character, and who, being born at or near Green Bay, has been familiar with these Indians all his life. He states what the other witnesses do, that the Indians have always been anxious that I should be paid, and that nothing to the contrary had come to his knowledge until at this payment. He further states, that after the first council with the Indians, on Friday the 7th, he was informed by the chiefs that they had "agreed almost unanimously" that I should be paid, but that the superintendent had "influenced them to change their determination." He then states that this change was brought about by his inducing the "*young men to threaten the chiefs*" that if I was paid they would "*take their lives*;" and that "he has never seen any officers guilty of such oppressive and unjust conduct." This is one of the persons mentioned in the letter of the superintendent accompanying Mr. Clark's report, and it may, probably, be true that he had some conversation with the Indians, but I know nothing on the subject. But, if he did, it arose, I suppose, out of the fact that the Indians have always had the greatest confidence in him as their friend, whom they have known longer than any other white man living, and have been accustomed, for more than half a century, to advise with and consult him about their business, even in making their treaties with the government. It was natural, therefore, that they should consult him; but I do not know that they did. However, I repeat, that if they did, I was not privy to it.

Seventh. The joint affidavit of G. D. Gumacr, William Powell, and George Crown. The first of these is a gentleman known in this city, who now resides at Winneconna, Wisconsin, and is not a trader amongst the Indians. The second was formerly government interpreter, and is now a notary public in the county of Shawano, and the last is a trader, who resides amongst the Menomonees, and is part Indian and part French, but of the Ottawa tribe. They were all present in this city, with the chiefs, when they first engaged my services, and they state the facts correctly, connected with that employment. They state that it has been the constant wish and purpose of the Indians to comply with their contract, until the superintendent "persuaded and forced" them to do otherwise. They explain the circumstances under which the memorial of October 4, 1854, (mentioned in the act of Congress, was executed, and my unwillingness then to have the same done, unless *all* the chiefs were present, and the pains taken by me to have them there. And they also swear that the Indians were "*frightened*" into the course lately pursued by them, by the superintendent, who induced the "*young men*" to "*threaten the chiefs*" that they would "*take their lives*" if they consented to pay me.

Also the affidavit of Major E. Murray, of whom I have already spoken, and who was the predecessor of the present superintendent.

He swears that these Indians were always anxious that I should be paid, and that when they heard, last April, that the act of Congress was passed paying me \$40,000, they expressed their gratification, and addressed me a letter in his presence to that effect, which letter is now amongst the papers. He also states that he "never heard any contrary sentiments expressed by any Menomonees" until the council of September 10.

To sum up the evidence it amounts to this: That the superintendent, contrary to the uniform custom of the government, induced the Indians to agree last May, and after the act of Congress passed, that the young men should have an equal voice with the chiefs; that he did this for the express purpose of getting my claim repudiated; that after he had secured this to be done, he, in June last, declared and boasted that I "should" not be paid while he was in office; that he violated your instructions by interfering in this business in the place of the "agent of the tribe," who was particularly designated by you; that he misrepresented the facts and true position of the case; that he deceived the Indians by making them believe that I could get my claim acted on in the Interior Department; that he caused Mr. Clark to make an order that *nobody* should talk to the Indians, so as to prevent me from doing so, and violated it himself frequently and flagrantly; that he then told the young men that the money I was to have was *theirs* and not the chiefs, and thus induced them to threaten the chiefs that they would take their lives if they paid me; that he, himself, threatened the chiefs that he would withhold their annuities if they agreed that I should be paid, and did withhold the money of one man, his wife, and five children, because he was in favor of it, and threatened to hang him with a rope; and that, by these means, he obtained from the Indians the paper repudiating the payment by what the law considers fraud and duress. Certainly, there is no respectable court that would hesitate so to declare upon the foregoing facts and admissions, and I do not suffer myself to doubt that such will be your determination.

But the superintendent, as if in anticipation, has endeavored to weaken the force of this testimony by assailing in a wholesale way those of the witnesses who are engaged in trading with the Indians. To this I may say that it does not comport with the true character and dignity of the government that it should suffer its records to become the depository of unsustained suspicions and slanders against any class of its citizens. It should seek rather to do justice to all, and to preserve, instead of injure, character. But if the superintendent has been able to excite this sort of suspicion against a portion of these men, there are others of them whom he dare not assail. And even as to those against whom this suspicion may be entertained, I have the most conclusive corroborating proof. This you will find in the accompanying letter of Mr. Charles A. Grignon, late government interpreter to the Commissioner of Indian Affairs, who has, as you will see, resigned his office in consequence of the unjust and oppressive conduct of the superintendent.

Together with a copy of his letter of resignation, I enclose his letter to me of the same date, in which he has explained his motives in

sending me the copy. He considers it a measure of justice to me, as I have, he thinks, been "greatly injured" by the conduct of the superintendent, which, I apprehend, nobody will doubt; and I feel under obligations to him for it, as I never could have seen it on the files of the Indian Office, or in any other way have known its contents. He has thus shown himself to be a just man, as he is well known to be an honorable one.

This letter shows a most extraordinary course of proceeding, such as, I venture to say, you never could have expected to see practiced by any portion of those who aid in the administration of the government. It will startle every man who reads it. What can a *private citizen* expect when he is placed in the power of *public officers* who thus conduct themselves? It is said of the late emperor of Russia, that he sent his minister of justice to Siberia for life, because he refused to allow a just claim against the government to an unprotected *foreigner*. How much more strongly is a government like ours called on to punish such acts of oppression against its citizens.

I beg that you will read this letter carefully. It states the whole case in a plain and conclusive form. It is written by a man who was selected by the government as the official interpreter of the superintendent, and who knows better than any other man what he was directed to tell the Indians, and what he did tell them. It states all the leading facts related by the other witnesses, and others which no one else could know; and shows that the superintendent even resorted to the employment of the influence of a priest over the minds of those of the Indians who belonged to his church, to force them into subjection to his wishes. It shows that he abused me, *personally*, to the Indians, and told them that I was trying to *cheat* them, when he had not the manliness to admit that he had said so in my presence, but had said the reverse.

It shows that it was the superintendent who procured the consent of the Indians on the 10th May last, that the *young men* might vote, and "that this was done for no other purpose than to induce the rejection" of my claim.

It shows how he worked upon the *young men*, by telling them that the "*chiefs* had no power to pay *their* money."

It shows that the *young men* were not consulted about any *other* claim but *mine*.

It shows that he secretly and falsely told the Indians that if they did not pay me I had my "*remedy against the government*," thus assuring them that I would be paid any how, and they might save *their* money. This is a most important fact, to which I know you will give due weight. He knew that the Indians had always been anxious that I should be paid, and it occurred to him, doubtless, that if he could make them believe that the *government* would pay me, and they could save *their* money, his object would be accomplished!

It gives me no pleasure to comment upon such things. Although they were designed to injure me, and I should be justified in denouncing them in the strongest terms, yet I prefer to leave them to be considered and judged of by you. This is more congenial to my feelings,

and I have the firmest confidence that you will deal properly with them.

I desire to call your attention to my letter to Mr. Clark, of the 1st September, which accompanies his report, and which I wrote because I thought it right to give the superintendent an opportunity to meet my complaints against him, while we were all together in the presence of the Indians, as well as to explain anything in which I might have been mistaken. I hope you will observe the statements I make, and his manner of meeting them, so far as he has done so at all, in his letter to Mr. Clark, and that you will then agree with me that it is fair to consider as true all that he has not denied.

I there state that I had not spoken to a single chief on any subject after Mr. Clark's order; and if this had been untrue he would have found proof of it, and have denied it. But he has not.

My accusations against him of *secretly* and *privately* counselling and advising the Indians not to pay me are, in substance, admitted by him.

I charge him with taking several of the chiefs into his *private* apartments, and counselling them by the aid of a private interpreter, and this he has not denied.

I charge that he has used "persuasions and *threats*" to induce the Indians to change the determination they had always entertained of paying me, and *this* important charge he has not denied.

I charge that he has told the *young men* that the money was *theirs*, and that he thus induced them to "*threaten and intimidate the chiefs*," and this most important charge of all he has not ventured to deny.

Not only, therefore, are all these important facts proven to be true by the affidavits I have filed and the letter of the interpreter, but they are *admitted by the superintendent himself!* Was ever proof more conclusive and overwhelming?

Instead of coming forward like a man, while we were all together in the Indian country, where all the witnesses were present, and meeting my accusations, his own conscience admonished him to shrink from the investigation, and to content himself with a lame and impotent reply, *which he knew I would not see till I got to this city*; and in this reply he has not even ventured to deny a single important fact charged by me. He hunts up for himself a most miserable apology in what he chooses to insinuate against me, because, as he supposes, I was the *looser* of a fortune which I thought I had in my grasp. Is he so weak as to suppose that *he* has the power to defeat the will of Congress by such means as these? He should learn, if he has not, that there are other motives that prompt honorable men than the mere desire for money, and that there are *some* things that honorable men cannot do even to obtain it.

I have a full report of all that was said by the Indians in their several councils, a copy of which I furnished Mr. Clark, at his request, while we were at the payment ground. I am sorry he did not send it with his report, as it would have enabled you to see that the paper rejecting my claim does not really express the wishes of the Indians.

At the second council, on Saturday, after the superintendent had violated the order of Mr. Clark by talking *secretly* to them, the *head*

chief announced, for the nation, that they had come to no conclusion, and that it was their wish that Mr. Clark should advise them. They were willing to let him decide the matter, because, they said, they did not understand our laws. Mr. Clark declined (very properly) to advise them, and the council was adjourned till Monday, Mr. Clark telling them that if they had any request to make of their great father in reference to the claim he would make it for them.

In this same council, the chief to whom the superintendent had made the present of a suit of clothes said that the money belonged to the *young men* and the *young children*, and he was "*afraid*" to give their money for the debt, showing that the declaration and advice of the superintendent and the threats of the young men had had their effect upon him.

Another chief, similarly influenced, said: "We don't like to take away the money from the young men; those that are not born have claim to it." He spoke, also, of being *blamed* by them for taking the money.

The result of this council was what I have stated, although it was evident that the influence of the superintendent had then begun to have its effect. I did not then know how he had employed that influence, but it is perfectly apparent now.

At the council on Monday, the 16th, several Indians, *who were not chiefs*, spoke in behalf of the *young men*, expressing their unwillingness to pay, and were followed by the *head chief*, who declared that so much confusion had been created in the tribe, that he "had rather withdraw and not be a chief any more," so completely had the superintendent, by this time, circumvented the chiefs in the meshes of his net, and destroyed their authority. Still, however, so long as he remained head chief, he claimed the right to speak for his nation, according to its custom from time immemorial. These are his words: "Whenever I say anything through the power that is vested in me, it has got to be so. I have always had my nation's consent to act for it." Speaking of my claim, he said: "*We wish to send the matter to our great father, the President.*" Again: "*We have concluded to leave it to the President to decide whatever he thinks is right.*" Five other principal chiefs followed the head chief, expressing the same wish, and one of them saying: "We are unwilling to decide and refer the matter to our great father and the council of the United States, and if his (my) claim is right they will be judges to know whether his (my) claim is a legal claim." Also: "At Washington is the great council house of the United States, and our great father is there, and they know what is right, and we don't know what to do here, and we leave it all to our great father, the President."

You will thus perceive that all that the superintendent could accomplish with the chiefs, up to this time, was *indecision*. As he had alarmed them by the threats of personal injury from the young men, and had suggested to them the idea that the matter could be decided *here*, by the President and *Commissioner*, it was perfectly evident that the chiefs had seized upon this plan as the best one to relieve them from responsibility. They were anxious that I should be paid, but were afraid to say so, and therefore turned it over to the President

and Congress; just where they placed it in their memorial of October 4, 1854, before the law was passed.

I immediately expressed to Mr. Clark my willingness to have a paper drawn up to this effect, but the superintendent was unwilling to agree to it, and Mr. Clark, himself, thought it would not be consistent with his duty under your instructions, that he must either have their direct assent or dissent to the payment. He doubtless felt embarrassed at the indecision of the Indians, and said to them: "I understand that you have come to this conclusion—that you cannot or will not decide this question, but that you wish to refer it to the President, your great father." This was assented to by the Indians. He then immediately presented them *two* papers which he had previously shown me, one *for* and the other *against* the payment, and asked them whether they were willing to sign either? When these papers were explained by the interpreter, Mr. Clark said to them that *after* they had signed either of the papers as they pleased, they could *then refer it to the President if they wished*.

The papers were then placed upon a table, with a clerk at each, to write down the names, when the *head chief* advanced towards the one *for* the payment, and made indications of a wish to sign it. At that moment some remark was made in the Indian language by some person whom I did not see, but it caused the chief to hesitate, when the superintendent, evidently excited, said that the matter was not understood. It was again explained by Mr. Clark as before, when the head chief advanced, and, with some hesitation, signed the paper *against* the claim, which is now before you, and the others followed him.

After this paper was signed, and in order to carry out the suggestions of Mr. Clark to the Indians, I drew up a paper in these words: "We agree that our great father, the President, shall pay Mr. Thompson what he thinks his services are worth, and ask him to decide for us." I did this not only because it was in reality the wish of the nation, as fully expressed by the chiefs, but because they had signed the paper now before you with the express understanding that they could do this *afterwards*. I wanted the whole matter, just as it was, to be fully and accurately shown, and this I certainly was entitled to.

Mr. Clark acted fairly and faithfully to his promises to take such a paper if they would sign it, and caused it to be interpreted to them. At this moment the superintendent, under high excitement, asked to see the paper, and Mr. Clark handed it to him. When he read it he remarked, under still greater excitement, "Mr. Clark's mission here is now at an end. He has got the answer of the Indians, and I am now *captain* here, and no other proceedings must be conducted here without my consent. I object to having any such paper signed, as the instructions of the Secretary have been complied with." Mr. Clark promptly and sternly rebuked this insolence, by telling him that he should conduct the council as he pleased, and again addressed the Indians on the subject. In the meantime, the emissaries amongst the *young men* of the superintendent, aided by some other persons who spoke the language, were busily at work amongst the Indians, and they, still dreading the power of the superintendent and the threats of the young men, and being afraid of disobeying the orders

of the superintendent, (as he had threatened not to pay them their annuity,) showed some hesitation; and Mr. Clark, with his patience, no doubt, a good deal worn out, adjourned the council, and the Indians dispersed.

The apology I have to offer for this tedious statement, which I have endeavored to make fairly and accurately is, that this business is of the utmost importance to me. I have labored faithfully for these Indians for more than four years, and have been subject to great loss and expense, without having received from them *a single dollar*. Having been, almost unwillingly, induced to undertake their business, I could not get away from it after I had begun, and in pursuing it was called away from my professional avocations, upon which I had to depend for the support of myself and family. And besides this, I have been unjustly and wantonly assailed by those who have maliciously endeavored, without having received the slightest injury from me, to crush and destroy me by the power of the government, behind which they shield themselves. Duty to myself, to my family, and to my own reputation requires, therefore, that I should state these matters fully, that it may be seen by all who shall have occasion to examine the record of them that throughout this whole transaction I have conducted myself justly and honorably, and that there has been a studied and untiring effort to make me the victim of the most cruel and unexampled official persecution.

If it shall now be held by you that the paper reported by Mr. Clark is a *valid* one, and the *proviso* is to be treated as a part of the law, you will, then, I suppose, lay the matter before Congress. But I respectfully insist that the facts show it to be *invalid and void*, and that you could not hold it to be otherwise without an approval and endorsement of what the superintendent has done to obtain it. I have not the slightest impression that you can approve his conduct; it is so utterly at variance with your own, and in such manifest defiance of your instructions.

If you shall, however, report it to Congress, it will subject me to still greater delay and expense; and if, then, Congress should decide, as it has already done, that I must be paid, how am I to be remunerated for the losses to which I will have been subjected *after* the passage of the present law? If Congress shall decide in my favor, it will be equivalent to a decision that I was entitled to my money upon the passage of the law as it now is, and that it should have been paid; yet I will have been kept out of my money till next summer, probably more than a year from the time that I was entitled to it. The government should not overlook these probable injuries in determining upon its course, and I do not think you will.

It seems to me that, the act of repudiation being set aside, I am entitled to my money at once and without further delay. The memorial of October 4, 1854, gave fully the consent of the Indians, as did also their letter to me since the passage of the law, as is clearly proven now by the affidavit of Major Murray; and the extraordinary efforts made to get an act of repudiation, (which it required *four* days to obtain, even by the influence I have named,) show that the Indians have always been anxious to pay me; and, besides, there was nobody

in Congress, in all probability, who would ever have thought of the *proviso*, but for the *Commissioner of Indian Affairs*. It was offered, as I am satisfactorily informed, at his suggestion, which he made for the single purpose of defeating, as I have no doubt, the will of Congress, by the *very means he has employed*.

And when the Indians have been anxious to pay me, and have repeatedly expressed it, does it comport with the dignity and honor of the government to use its power to *teach them repudiation*, to the injury of a citizen and their own demoralization? It seems to me that it should rather protect its citizens against such an act, and teach the Indians honesty; and that when important services have been faithfully and honestly rendered, it should lend its authority and influence to see that justice is done, and such services fairly remunerated.

I have the honor to be, very respectfully, your obedient servant,
R. W. THOMPSON.

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

[1.]

STATE OF WISCONSIN, }
Shawano county. } ss.

We, the undersigned affiants, being sworn, swear that we were present in the city of Washington, in 1850, with the Menomonee Indians, when they employed Mr. R. W. Thompson to act as the attorney of their nation; that when the Indians first called on Mr. Thompson to do so, he declined to do so until he could take time to think about it; that, afterwards, he consented, and the Indians employed him, when they drew up a power of attorney to him in the office of the Commissioner of Indian Affairs; that they were present, afterwards, and heard the said chiefs ask Mr. Thompson how much he would charge them? When he replied that he would not say anything upon that subject, but would leave it to them to decide after they consulted their friends and returned home to their nation; that the said Indians did return home without fixing any amount, and had in their possession a paper, given them by Mr. Thompson, to the effect that they must decide the matter themselves; that Mr. Thompson gave the said paper to Osh-kosh, the head chief; that after the chiefs returned home, and during the following winter, they held a council at Lake Powhakonnie, and agreed amongst themselves that they would give Mr. Thompson one third of whatever sum he recovered for them; that the same was done with the full consent and approbation of the whole nation; that we never heard the same objected to by them, during all our intercourse with said nation, until lately, when, as we believe, they have been persuaded and forced to object to it by the course of the superintendent of Indian affairs, Dr. Huebschmann, who, as we have learned from said Indians and from what we have heard

ourselves, has caused them to reject the claim of Mr. Thompson, in council, to-day; that we have had intercourse with said Indians during all the time, more or less, since Mr. Thompson has been engaged in their business, and have frequently heard them speak of the said claim, and never heard them, or any of them, speak against allowing it until since the assemblage of the Indians, at the present time, at their pay ground.

We further state that we were present last October, when the chiefs executed a memorial to the President and Congress in favor of paying said claim, and know that the council at which the same was done was composed of the chiefs and headmen; that the same was publicly and fairly held; that it was fixed by Mr. Thompson to be held at two o'clock in the afternoon, at the village of the Indians, but that as all the chiefs did not assemble at that time, Mr. Thompson objected to its proceeding until they were all present, especially Carron; that the Indians then proposed to meet at the house of Lamote, one of their number, a mile or two distant, later in the afternoon, when they could get all their number together; that they accordingly met at the house of Lamote, when Carron was still not present, and Mr. Thompson insisted that they should wait till he should be sent for; that he was sent for, and then came, which caused the council to be held so late, commencing about night; that the business was fully explained to them, and was fully understood by them; that it was talked over by them, and all appeared satisfied that Mr. Thompson should receive one third of the sum allowed them by their late treaty, and signed the memorial accordingly; that they signed it freely and cheerfully, without any persuasion from Mr. Thompson or anybody else. We verily believe that the said Indians have been frightened into a rejection of said claim by means employed by the superintendent—one amongst which means is, that he has excited the young men of the nation against the chiefs and headmen, and they have threatened the chiefs that if they pay Mr. Thompson they will take their lives; they also believe that nothing but the fact that they are so intimidated could have persuaded them to refuse to pay him, according to the wish always heretofore expressed; that, on the 7th instant, they heard Mr. Clark announce that nobody should speak to said Indians after the council till they decided this claim; but the superintendent has, as they have heard and seen, talked frequently with them on the subject, and we are perfectly certain that Mr. Thompson has not, as we have had the opportunity of seeing him almost all the time.

G. D. GUMAER,
WILLIAM POWELL,
GEORGE COWN.

Subscribed and sworn to before me, a notary public in and for said county, with the exception that Mr. Gumaer was not present at the first meeting in Washington, nor at the time Mr. Thompson's compensation was first fixed. Witness my hand and notarial seal September 10, 1855.

JULIUS A. MURRAY, *Notary Public.*

[2.]

Elias Murray's affidavit.

STATE OF WISCONSIN, }
 Shawano County. } ss.

This affiant being duly sworn, saith that he is a citizen of said state and county, residing at the south boundary line of the Menomonee reservation, and that he has often heard the chiefs and warriors of the Menomonees express their gratitude to Hon. R. W. Thompson, their attorney, for his exertions to recover pay for the land that they were defrauded of in the treaty of 1848, made by Colonel Medill, as United States Commissioner. They have always, when speaking of the compensation he was to receive, told me he was to receive one third part of the money which he might recover, and that if nothing was recovered he was to receive nothing. This affiant further states that William Powell, late United States interpreter for the Menomonees, convened most of the chiefs at his residence, on the 9th day of April last, to hear a letter read and interpreted to them, showing that a law was passed at the last session of Congress to pay said R. W. Thompson, their attorney, forty thousand dollars (\$40,000) out of the United States treasury, as a part of what was due to him under his agreement with the Menomonees for his services as aforesaid, and that the chiefs expressed great pleasure on hearing the letter read and interpreted, and they were glad to hear that their friend R. W. Thompson would get a part of his pay *now* instead of *having* to wait twelve years, and *they* signed a letter addressed to him, expressing their desire that the forty thousand dollars might be now paid to him from the United States treasury. The reason they gave for this was that he had labored for them a long time, and paid his own expenses, and they wished to see him remunerated. This affiant further states that he never heard any contrary sentiments expressed by any Menomonee until he heard them expressed in the council on the 10th instant.

This affiant further says, that he was late superintendent of Indian affairs, and at all times heard the Menomonees express their high regard for said attorney, R. W. Thompson, and their hope that he would recover their money and get rewarded for it as they had agreed; and this affiant further saith, that the letter before referred to, April 9, 1855, was cheerfully signed in his presence, without any persuasion or reluctance, after being carefully read and interpreted to them; further this deponent saith not.

ELIAS MURRAY.

Subscribed and sworn to before me, a notary public in and for said [L. s.] county, the 11th September, 1855. Witness my hand and notarial seal.

WILLIAM POWELL,
 Notary Public.

[3.]

H. S. Murray's affidavit.

STATE OF WISCONSIN, }
Shawano county. } *ss.*

This affiant being sworn, says that he has resided for several years in the neighborhood of the Menomonee Indians, and has frequently heard them speak of Mr. Thompson and his services for them. He knows that they have all looked to him for several years for advice and assistance in their business, and that the whole nation, old and young, have always declared their determination to pay him according to their contract with him made several years ago; that this has been their unanimous determination, well understood by all of them, and frequently and freely expressed; that he never heard anything to the contrary till the present payment, when he believes they have been forced and intimidated into a rejection of Mr. Thompson's claim by the course of the superintendent, Dr. Huebschmann, who has excited the young men to threaten the chiefs that if he is paid they will take the lives of the chiefs, and that he does not believe that this result could have been brought about by any other means.

HARVEY S. MURRAY.

Subscribed and sworn to before me. Witness my hand and seal of
 [L. s.] office this 11th day of September, 1855.

WILLIAM POWELL,
Notary Public.

[4.]

W. N. Davis' affidavit.

STATE OF WISCONSIN, }
Shawano county. } *ss.*

This affiant states, after being duly sworn, that on September, 1855, at the Menomonee pay ground at the Falls of Wolf river, and about noon of that day, he saw Dr. F. Huebschmann, the superintendent, in conversation with *Oshkosh and some of* the chiefs of said nation, and heard him tell them through the government interpreter that it was impossible for the Indians to decide what a lawyer ought to have for his services in attending to business, and that it would be better for them to leave Mr. Thompson's claim to the President and Commissioner of Indian Affairs, as they were both lawyers, to decide what a fair compensation for his services should be; that he was a doctor, and that he had certain fees allowed him for attending to business, and that if they paid Mr. Thompson the money he claimed, he would laugh at them as fools. That the time he said this, neither Mr. Thompson or Mr. Clark were present, and when he did so, the super-

intendent changed the subject, and commenced talking about something else, and soon after the council broke up and the chiefs dispersed. He further states, that at the time he first went up to this council there was no other white man present except the superintendent and the interpreter; but soon after he saw Mr. William Johnson approach, that his attention was attracted to it by having heard Mr. Clark tell the Indians in council the day before that they must not suffer anybody to talk to them till they decided upon Mr. Thompson's claim; that he suspected the superintendent was talking to them about it, and he therefore went up to hear what was said.

WM. N. DAVIS.

Subscribed and sworn to before me, the undersigned, a notary public of said county, this 10th day of September, 1855, the words on page 143 (*Oshkosh and some of*) interlined before signing.

In testimony whereof I hereunto set my name and my notarial seal [L. s.] the day and year aforesaid.

WILLIAM POWELL,
Notary Public.

[5.]

G. F. Wright's affidavit.

STATE OF WISCONSIN, }
Shawano county. } ss.

This affiant, being sworn, says that sometime during the past summer, he thinks in June last, he had a conversation with Dr. F. Huebschmann, superintendent of Indian affairs, at Milwaukie, in relation to the claim of R. W. Thompson against the Menomonee Indians, which conversation was introduced by himself; that, in that conversation, the said Huebschmann stated that the said claim never should or never would be paid so long as he was superintendent. In the conversation he expressed himself strongly and undisguisedly opposed to it.

GEORGE F. WRIGHT.

Subscribed and sworn to before me. Witness my hand and seal of [L. s.] office, this 11th day of September, 1855.

WILLIAM POWELL,
Notary Public.

[6.]

John Wampoose's affidavit.

STATE OF WISCONSIN, }
Shawano county. } ss.

This affiant, Way-nau-mett or John Wampoose, a Menomonee Indian, being sworn, says that on Sunday, the 9th of September, 1855, at Keshena, the Menomonee pay ground, at the Falls of Wolf river, in said county, the superintendent, Dr. F. Huebschmann, spoke to him about the claim of Mr. Thompson against said Indians, and said he had understood that this affiant was in favor of paying it, and that he had better look out, that he would hang him with a rope; that this affiant said to him that it was none of his business. He further states that on Monday, the 10th of September, the said superintendent struck the name of this affiant from the list of persons entitled to receive annuities, and has thereby refused to pay him what he is justly entitled to for himself and wife and five children; and this affiant believes that the same has been done as a punishment for his having been in favor of paying Mr. Thompson. The said superintendent pretends that the reason why he will not pay this affiant his money is that he works off of the Indian reserve, but he knows that it is a mere pretence, as he is now paying other Indians who do not reside upon the reserve, but who are so under his influence that he has forced them to reject Mr. Thompson's claim. This affiant also states that the said Indians would, as he believes, never have thought of rejecting said claim, but for the threats and interference of said superintendent, by which he has induced the young men to frighten the chiefs.

WAY-NAU-METT, his x mark.

Subscribed and sworn to before me, a notary public in and for
 [L. s.] said county, this 11th day of September, 1855. Witness
 my hand and notarial seal.

WILLIAM POWELL,
Notary Public.

We are acquainted with John Wampoose who has signed the foregoing, and believe that he is a man of veracity and entitled to credit.

WILLIAM POWELL,
 R. A. JONES,
 WILLIAM JOHNSTON,
 ELIAS MURRAY.

[7.]

Johnston and Jones' affidavit.

STATE OF WISCONSIN, }
Shawano county. } ss.

These affiants being sworn, say that they were both present at the payment to the Menomonee Indians, at Keshena, commencing on the

7th September, 1855, and witnessed the conduct of the superintendent and the Indians with whom they have been familiar for a number of years, that they have frequently heard said Indians speak of the claim of Mr. Thompson and know that they have always, since he was engaged, said that they intended to pay it, and have never heard anything to the contrary until the present payment; that since this payment commenced they have learned from the chiefs that the superintendent, Dr. F. Huebschmann has threatened them with a loss of their annuities if they paid Mr. Thompson, and they have seen that he has excited the young men of the nation against the chiefs, and by the idea that it is their money that is to be paid Mr. Thompson, and not that of the chiefs; and that the young men have threatened to kill the chiefs if they pay him, which has alarmed the chiefs. They further state that they further believe that it was only by this and other means used by the superintendent that the Indians were induced to reject Mr. Thompson's claim, and that some of the chiefs have so told them since it was rejected, all stating that they were afraid of their lives if they allowed it.

WILLIAM JOHNSTON.
R. A. JONES.

Subscribed and sworn to before me, a notary public in and for said [L. s.] county, the 11th September, 1855. Witness my hand and notarial seal.

WILLIAM POWELL,
Notary Public.

[8.]

Augustin Grignon's affidavit.

STATE OF WISCONSIN, }
Shawano county. } ss.

This affiant being sworn says, that he has been intimately acquainted with the Menomonee Indians all his life; that for more than forty years he has lived in the neighborhood of and amongst them, and knows all their habits and feelings; that he has, for several years past, heard them speak very frequently of having employed Mr. Thompson to do their business, and having agreed to give him one third of what should be recovered; that he knows that this has been well understood by them all for several years, and that the whole nation has always been willing and anxious to pay Mr. Thompson, and that he never heard anything to the contrary until the present payment. He further states, that he has heard from the chiefs of said tribe that when they held their council amongst themselves after the council held by Mr. Clark on the 7th instant, they agreed almost unanimously that Mr. Thompson should be paid, but that after that determination, and before it was reported to Mr. Clark, the superin-

tendent Dr. Huebschmann got them together, without letting Mr. Clark or Mr. Thompson know anything about it, and influenced them to change their determination; that he did not hear what was said at that time, but has been informed by the Indians that he told them that they must not pay Mr. Thompson; that this meeting with the chiefs was a violation of the understanding the day before that no body should speak to the Indians.

This affiant further says, that he believes that it has been only in consequence of the conduct and threats of the superintendent that the Indians have been induced to reject Mr. Thompson's claim; that he has induced the young men to threaten the chiefs that if it is paid they would take their lives, and that he has by this means alarmed the chiefs. This affidavit states that he is now seventy-five years old, and has been accustomed to Indian business all his life, but that he has never seen any officer guilty of such oppressive and unjust conduct in his life before as the superintendent on this occasion.

AUGUSTIN GRIGNON.

Subscribed and sworn to before me, a notary public in and for said county this 11th September, 1855. Witness my hand and seal of office.

WILLIAM POWELL,
Notary Public.

[9.]

Speech of Dr. Huebschmann, superintendent, to the Menomonees, at the council held at Falls of Wolf river, September 7, 1855.

MY FRIENDS: It is expected of me that I should speak to you on this question.

I want you to understand what it is.

It is not a question whether you are to be honest or not, for I always told you to be honest.

But it is a question whether Mr. Thompson shall be paid out of the amount which is given to you by your late treaty when it becomes due.

The \$40,000 is to come out of the money the government has agreed to pay you in the treaty of May last.

It has been truly stated by Mr. Thompson that it is not to be deducted now, but after twelve years.

You are to receive next year the last money due under the treaty of 1836.

After that, for ten years, you will receive annuities under the treaty of 1848.

Mr. Thompson has stated to you that the \$242,000, in the late treaty, has to be paid to you for the lands sold by you in 1848, and for which you did not get pay enough.

It is not true. The language of the treaty is clear. The 4th article says, that in consideration of the difference between the lands ceded by you in Minnesota and the lands given in exchange here, and

in consideration of releasing certain claims, this sum is agreed to be paid you.

The lands on the Crow Wing were 658,000 acres, and the lands here amount to 260,000. This makes a difference of 400,000 acres, which you sold to the government.

This is the most prominent stipulation in that treaty, in consideration of which you are to receive the money.

It is true that you give up all difference in the lands sold in 1848. How much Mr. Thompson had to do with that treaty you know. I suppose that he does not claim to have had anything to do with it.

He has stated that I refused to tell him when I was going to make that treaty. That is true. I told him that I would have no *traitor* (trader) nor agent present, that I would consult with you face to face, and do the best I could for your interest.

I have stated before to you that if you should refuse to pay Mr. Thompson, that you would not, by that act, make yourselves dishonest.

If there are good reasons why you should refuse to pay the amount out of your annuities, you are not dishonest for refusing.

A contract with you and Mr. Thompson in 1850 has been spoken of by him.

In making that contract it was stipulated and understood that Mr. Thompson would get for you a large amount of money. The amount has been stated to be at least \$600,000.

It seems that in consideration of such a large sum you agreed to pay Mr. Thompson a very large amount.

It is true that contract has never been acknowledged to be valid by the government. That is my understanding of the case and that of the Indian Department.

And the legal adviser of the President himself leaves that question open as not important.

But it seems that contract has never been fulfilled. Mr. Thompson has not got you that large amount, and I am not aware of any steps he has taken to get it for you.

Certainly that contract has nothing to do with the making of your last treaty.

In agreeing, you and me, upon the amount to be paid in the last treaty, I consulted your best interests, that you might have something after your present annuities expire.

You were of opinion, and so was I, that not more than you needed, any year, was to be given to you.

I do not see that the Menomonees have grown so rich all at once as to make presents of a large amount to anybody.

And I cannot look upon the giving the \$40,000 to Mr. Thompson in any other light than as a present.

It would amount to two annuities and part of another.

If you are prepared to give that away you are now to decide.

Mr. Thompson has not pretended that he had anything to do with fixing the amount of \$150,000 in the last treaty.

But he says that he wrote a letter to the great council in consequence of which you got \$92,000 more.

I believe he has written such a letter, but that the great council

gave them that amount in consequence of that letter has not been proven.

Often a thing occurs and it is done, and afterwards another thing, but that does not prove that the second occurred in consequence of the first.

I was at Washington myself at the time, and I had as much to do with that amendment and the ratifications of that treaty as anybody that was not a member of the council.

I think it was saying too much for Mr. Thompson to say that he got the \$92,000.

The honorable gentleman now here (Mr. Clark) was a member of one house of the council at the time, and it will be news to him that the great council acted in consequence of Mr. Thompson's letter.

So I have shown you that Mr. Thompson has no claim to any part of the \$150,000, and you must judge yourselves how much claim he has to any part of the \$92,000.

It seems to me that, in the most liberal spirit towards Mr. Thompson, you cannot conclude that he is entitled to the \$40,000.

It is very easy to say that certain things are done in the councils at Washington and in Wisconsin; but men that have been about there may not believe it, and may say that it is not so.

A man may believe that it is through his influence that a measure is carried, when it might have been carried a great deal quicker if he had not had anything to do with it.

Mr. Thompson says that he paid money to send a memorial to the legislature of Wisconsin, to get you to stay here.

The most active of those that went there was Mr. Bonduel, who did more than anybody else. He had a claim against you for that journey and his trouble, and you have decided in favor of it; so he was not paid by Mr. Thompson. The members of the legislature did not know Mr. Thompson even by name.

I have myself been a member for some years of that body, and am well acquainted with the members.

Forty thousand dollars is a large sum, and it takes a great while and a great amount of labor to earn that in any common business.

Even the most skilful men in the nation seldom earn such an amount in any single job.

I want you to act in this business as in every other, to form a cool deliberate judgment.

I have seen, since I have been acquainted with you, that you are getting to be judges of what property and work is worth.

In this case you should do the same.

It is easy to say that you would have been moved to Minnesota if it had not been for Mr. Thompson.

About the time the treaty of 1848 was made, the Stockbridges agreed to sell and go to Minnesota too; but since they dislike to go they have not been removed.

I am not disposed to say that Mr. Thompson has not done anything for you, but think the amount is too large.

And it seems to me that some of the services he claims to have rendered are not as stated by him.

One point further I will speak about.

Mr. Thompson says that your great father, the President, has been told that the Menomonees did not want to pay him, and has been told also that he had cheated the Menomonees.

I don't know what was told the President, but I will state what I and the Commissioner of Indian Affairs told him.

When I was here last May I told you what I had written to the President in regard to this claim.

It was then quite fresh in my memory, and I did not state that Mr. Thompson had cheated you.

I stated to the President that I did not believe that, after mature deliberation, you were willing to give Mr. Thompson the amount he asks you, and I believe so yet.

There may be some old men here who may not live to see the money under your late treaty due, but they will consult the interest of the tribe.

But certainly the young men will consider well before they will pay so large an amount.

I repeat again, that you must understand that the money in the end comes out of your own pocket.

And if you think that it is to come out of the strong box of your great father, and is not to be replaced by you, you are mistaken.

The government will not think it expedient to give you any more money, if you can give away, without consideration, the \$40,000; though our government is always liberal to the Indians.

After Mr. Thompson had replied to Dr. Huebschmann, the latter also said :

Mr. Thompson has said that the great council has said, in the law they passed, that he should be paid the \$40,000. This is not so.

The great council has said that he should have that, if the Menomonees agreed to it.

It was the will of the great council that you should determine it yourselves.

Mr. Thompson says that he was entitled to \$80,000, but the great council said that he should have but \$40,000, if the Menomonees consented.

That proves that the great council consider the Menomonees as the wards of the government, and that they need advice, on the part of all matters that concern them, by the government officers.

I have given my opinion about matters that concern you, and shall do so freely; and at any time, if I had any doubt about your not understanding it, I would repeat it.

So far you have received my advice freely and cheerfully, and I think you will do so on this occasion.

I came amongst you not acquainted with Indian business, but have made it my business to understand your interest, and have advised you.

[10]

KAUKAUNA, ONTAGAMIE COUNTY, WISCONSIN,
September 27, 1855.

DEAR SIR: I have resigned as interpreter to the Menomonee Indians, and have addressed a letter to the Commissioner of Indian Affairs, a copy of which I have concluded to send you. It is just to you that I should do so, that you may derive any benefit from it that it may give you, as it was through me that you have been greatly injured. I could not hold a place that would require me to act in such a manner.

I am respectfully yours,

CHAS. A. GRIGNON.

Hon. RICHARD W. THOMPSON,
Terre Haute, Indiana.

N. B.—You will perceive that the most part of the letter to the Commissioner was copied by one of my daughters while I was busy writing something else.

Yours,

CHAS. A. GRIGNON.

KAUKAUNA, ONTAGAMIE COUNTY, WISCONSIN.
September 27, 1855.

SIR: Having resolved to resign my place as government interpreter to the Menomonee Indians, I have concluded to state the reasons that lead me to do so. I attended the payment of the annuities to said Indians this fall, and was compelled to become the instrument of so much oppression and injustice that I am not willing to occupy so humiliating a position any longer. The conduct of Dr. Francis Huebschmann, the superintendent, on that occasion, in relation to the claim of Mr. Richard W. Thompson against the Indians, was such as to create in my mind a disgust for any official position that should require me to take part in it, in any way. I had always supposed before that, that it was the duty of government officers merely to see that justice was done to all persons, and did not think that they could be required to become prosecutors and persecutors of those who had business with the Indians or the government. I was with the Indians when they first employed Mr. Thompson in Washington in A. D. 1850, and I know that he was not willing to be employed by them, until they persuaded him to it, and I know that ever since they have looked to nobody but him to do their business, and have refused to do business even with the government, without his advice. And while I have had nothing to do at all with Mr. Thompson's getting his pay for his services, I think it is wrong that the government officers should interfere with the Indians so as to force them, even against their will, to refuse to pay him. Having the management of the business of the Indians, they have great power over them, and if they exercise this power for bad purposes it has the effect to corrupt and debase them.

I am not willing to take any part in such things, and therefore resign my place.

On Friday, when the council of the Indians was held by Mr. Clark, I told the Indians that Mr. Clark had directed that nobody should speak to them about Mr. Thompson's claim, till they had concluded and reported their conclusion. This was done at the request of the superintendent. Yet this order was violated almost as soon as made, by the superintendent. He professed that he would be very indignant if he could hear or find out that anybody spoke a word to them on behalf of Mr. Thompson, and had several persons to watch if he could find any such, yet he himself was violating this order constantly. He had chiefs and young men in his private room, as often as he could get them there, talking to them, telling them that they should not pay Mr. Thompson, and threatening them with the loss of their annuities if they did so. He told the young men that they must not permit the chiefs to pay him, and induced them to threaten to take the lives of the chiefs if they did. He abused Mr. Thompson to them, said that he was not entitled to anything, and that he was trying to cheat them out of money that did not belong to the chiefs, but the young men and the children. He did everything in his power, by secret and unfair means, to get them to reject Mr. Thompson's claim, and used his official position to enable him to practice this injustice. I felt degraded while I was compelled, from my position, to take part in this business, and determined, at once, that upon my return home I would resign my office.

I have known the Menomonee Indians a great many years, and know that the business of the nation has always been done by the chiefs and headmen, of whom there are now only about twenty-three or twenty-four. But the superintendent, Dr. Huebschmann, persuaded them, last May, to agree that, in all matters concerning their annuities after that, the young men should have an equal voice with the chiefs. I believe that this was done for no other purpose than to induce the rejection of Mr. Thompson's claim, by getting the young men to believe that he was to be paid out of their money, and that the chiefs had no power to pay their money. It had this effect, because, after he had made the young men believe this, they threatened to take the lives of the chiefs if they paid Mr. Thompson. The superintendent has not consulted the young men about other claims, but has consulted the chiefs alone, and he and they have acted together. It is satisfactory to my mind, therefore, that this was designed for no other purpose than to be used as an instrument of oppression against Mr. Thompson. Such conduct can never receive any sanction from honorable minds. On the morning after the council held by Mr. Clark, I understand that the chiefs, with not more than four exceptions, had decided to pay Mr. Thompson what Congress had allowed him, and I have no doubt would have reported this decision to Mr. Clark but for the interference of the superintendent. He got the most of the chiefs together, with some of the young men around them, and required that I should interpret what he said, in direct violation of the order of the day before. And this he did without any notice to Mr. Clark or Mr. Thompson. He told them that they must take his

advice; as he was their friend, he was ready to advise them about Mr. Thompson's claim; that they ought not to pay him; that if they did not, he had his remedy against the government; that the President and Commissioner of Indian Affairs were good lawyers, and if they did not pay him, he had his remedy to apply to them; that he was allowed too much, and it should be left to good lawyers to decide how much he should be paid; that if they paid him he would laugh at them, and that he was a doctor, and received certain fees, and knew how much men should be paid. Just as he was saying these things, Mr. Thompson came up, when he immediately changed the subject to something about a hay contract, and thus furnished proof that he knew he was engaged in a dishonorable act. His countenance and agitation at detection betrayed this to everybody who saw him. From this time he made no further attempt to talk to the Indians where he could be detected, but continued to do it in secret, both night and day, up to the council on Monday, the 10th instant, when the claim was rejected. He even went so far as to procure a meeting of the Catholic chiefs at the house of the priest, after service on Sunday, so as to bring his influence to bear upon them against Mr. Thompson. And again, on Sunday night, he had the priest and some of the Catholic chiefs at his room. This is such an outrage as few have the hardihood to undertake to practice, to use the great influence of the priest over the minds of Catholic Indians, to influence them to do wrong instead of teaching them to do right. There is much more of the conduct of the superintendent that it is impossible to put down, but this is enough to show why it is that I cannot hold my place any longer, for I cannot degrade myself by helping to do such things.

Very respectfully, your servant, &c., &c.,

CHAS. A. GRIGNON,
United States Interpreter.

Hon. GEO. W. MANYPENNY,
Commissioner of Indian Affairs, Washington City, D. C.

LIST OF CHIEFS.

1. Osh-kosh, head chief.
2. Osh-ka-he-nah-new, 2d chief.
3. Ah-ko-na-ma, 3d chief in that band.
4. Ayau-ma-tah, and band.
5. Carron, 2d chief.
6. Tay-ko, 3d chief, (dead.)
7. La Motte's band.
8. Sho-sha La Motte, 2d chief.
9. Mucko-ta-pe-nas-sain.
10. Ke-she-na, chief of a band.
11. Pyeah-wa-sha, 2d chief.
12. Wisko-no, chief of a band.

13. Wah-pay-no-nosh, 2d chief.
14. Sho-ne-on, 2d chief in Sho-na-mua.
15. Wa-ketch-on, chief of a band.
16. Nah-nuk-ha-take, 2d chief.
17. Ah-wa-sha-shak, chief of band.
18. Mah-te-ha-ka-nain, 2d chief.
19. Wah-pah-ma-shain, 2d or 3d chief.
20. Pe-koua-ka-nah, chief of band.
21. Nah-ka-chis-kau, 2d chief.
22. Sho-no-meu, chief of band.

Also, others that I think ought to be on that list.

23. Shau-po-a-tuck, son of Ayau-ma-tah.
24. Wait-a-sah, son of Old Wave.

No. XXVII.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, December 22, 1855.

SIR: In obedience to the request contained in your communication of the 3d ultimo, transmitting to this office the accompanying papers and report of the Secretary of the Treasury, of the 29th October last, to the President, in the matter of the claim of Richard W. Thompson against the Menomonee Indians, and wherein I am directed to furnish the superintendent of Indian affairs such of the papers, or extracts therefrom, as contain charges and allegations against that officer, to the effect that he used illegal and unfair means to induce the Indians to withhold their assent to the payment of said claim, I have the honor to state, that on the 6th November last, a copy of Mr. Thompson's communication to the Secretary of the Treasury, with copies of such other papers as your letter appeared to indicate, were sent to superintendent Huebschmann, requiring an early response. A copy of his reply, dated the 24th, with a copy of my note of the 6th November, is herewith submitted. I also send, herewith, a copy of a letter from Charles A. Grignon, dated the 27th September last, in which he tenders his resignation as interpreter, on the ground of an alleged improper and unjust interference on the part of the superintendent, in relation to Mr. Thompson's affairs with the Indians; also a copy of my acceptance of the resignation, dated the 8th October last, together with a copy of my note of the same date, informing the superintendent of the charges made against him by Mr. Grignon, and his reply thereto, dated the 13th October last. I also send you a communication from the superintendent, dated 28th September last, containing a brief report of the speeches made by Mr. Clark, Mr. Thompson, himself, and the chiefs, on the occasion referred to, to which your attention is respectfully called.

From the papers in the case it appears that Congress, by a clause in the general appropriation act of March 3, 1855, directed the Secretary

of the Treasury to pay to Richard W. Thompson, in accordance with a memorial of the Menomonee Indians, dated October 8, 1854, one half of the amount said Indians stipulated to pay him by an agreement, dated February 15, 1851, for prosecuting a claim against the government in their behalf. As the act passed the two Houses, there was a proviso *that the assent of the Indians should first be obtained*, which proviso was accidentally omitted in enrolling the bill. Mr. Thompson applied at the treasury for the money on the 7th March last, but before it was obtained the fact that the proviso which passed Congress was omitted in the enrolled bill was made apparent, and the question of the legal effect of that clause in the appropriation bill was referred by the Secretary of the Treasury to the Attorney General. On the 21st May last that officer advised the Secretary to submit the question to the Indians, Mr. Thompson having previously agreed that it should take that course. The Secretary of the Treasury appointed Hon. Samuel Clark, of Michigan, a special agent to visit the Menomonee Indians, and to submit the question to them. Mr. Thompson had notice and attended the council, and argued his case in person before the Indians, and was replied to by the superintendent of Indian affairs; whereupon, on the 10th of September last, the Menomonees, in full council, unanimously rejected the claim, and refused to give their assent to the payment of the money to him. During the deliberations of the council, and before their final decision and judgment, Mr. Thompson set about to impeach the conduct of the superintendent, and in the letter to Mr. Clark, dated 8th September, which is among the papers, charged that officer with improper interference, with exercising his official influence to coerce the Indians to reject the claim, and that by various improper acts and arts on the part of the superintendent, "led to the indecision of the Indians in the council" of the previous day. On the 19th of October last, Mr. Thompson wrote a very elaborate letter to the Secretary of the Treasury, which is among the papers, making new, and reiterating the same charges against the superintendent, and to corroborate them, filed with the Secretary sundry *ex parte* affidavits. He also obtained a communication from Mr. Charles A. Grignon, the United States interpreter, at the time, but who resigned his office shortly after the close of the council, in which Mr. Grignon also charges the superintendent with an improper interference on that occasion.

From the report of Mr. Clark, the agent of the Treasury Department, it does not appear that Mr. Thompson's letter made any impression on him; and as he was in a position to see and know the facts, his report, it seems to me, should be conclusive, and, in my opinion, the action of the Menomonee Indians, on the 10th September last, as reported to the Secretary of the Treasury, ought not only to be considered conclusive as an expression of dissent, on their part, to the payment of the money, but should be regarded as equivalent to a repeal of the clause in the act of March 3, 1855, making the appropriation.

The reply of the superintendent to the allegations of Mr. Thompson, the statements of Mr. Grignon, and the *ex parte* affidavits submitted with Mr. Thompson's communications, are, in my opinion, a

complete and triumphant vindication of that faithful officer, and I regard it as fortunate for the Menomonee Indians that, at this trying juncture in their affairs, their interests are confided to him.

In his very ingenious and plausible letter to you of the 19th January, 1855, which he declares to be "*a plain and succinct statement of facts,*" and which is now, by his request, of file in this bureau, having been prepared in reply to the paragraphs in my annual report of November 25, 1854, in relation to the case, in his memorial to Congress for relief, presented on the 11th day of the same month, and in communications to the Attorney General, while the case was pending before him, and which are among the papers, and in a letter to the Indians, dated the 7th of March last, Mr. Thompson reflects upon me for my action in the case, and charges me, in various forms of expression, with prejudging it, with oppressive conduct and unkind feeling toward him, and even tells the Indians that I "hate" him because he is their friend. In view of which, and the fact that he appears to be unwilling to acquiesce in the decision of the Indians' council of the 10th September last, I feel called upon, not only to defend and vindicate my official action, but to present to your view the true facts in this most extraordinary case, from the time that Mr. Thompson first became connected with the Menomonee transactions until the case for compensation for his services was submitted to the Indians by Mr. Clark.

This I will do as briefly as I can.

The Menomonee Indians, on October 18, 1848, ceded to the United States all their land in the State of Wisconsin, wherever situate, the government guaranteeing to them a new home in Minnesota, to contain not less than 600,000 acres, and agreeing to pay them the sum of \$350,000 for the cession in Wisconsin. The Indians were to remain upon the ceded country for two years after the date of the treaty, if they desired, and until the President should notify them that the same was wanted. The United States was to pay the necessary expenses of a suitable delegation, to be selected for, and to explore, the new country assigned to the Indians.

There was to be paid out of the \$350,000 the sum of \$30,000, to enable the Indians to arrange and settle their affairs, or in other words, to pay the debts of the tribe to their traders, and \$40,000 more to certain persons of mixed blood. These sums were to be paid as soon as the same should be appropriated by Congress, and they were paid as stipulated. Various provisions of a beneficial character were made, by which the further sum of \$80,000 was set apart in the treaty, and all of which were connected with their removal, subsistence, &c., and no part of which sum of \$80,000 could be expended until the removal commenced. The residue, amounting to \$200,000, was to be paid to them as annuities are paid, in ten equal annual instalments, commencing with the year 1857, when their annuities under the treaty of 1836 would cease.

In the spring or summer of 1850 a delegation of the Indians visited the Crow Wing country in Minnesota, and being dissatisfied with it, after their return to Wisconsin visited Washington, to inform the President that the new home was not such as they desired, and to

arrange with him to remain in Wisconsin. They arrived in this city about September 1, 1850, accompanied by William H. Bruce, the sub-agent; William Powell, United States interpreter; Rev. F. J. Bonduel, the missionary among them; George Cown and John B. Jacobs, Indian traders; E. D. Gumaer, Charles A. Grignon, and perhaps others.

On the 9th day of September, 1850, the delegation executed, as appears from the papers filed by Mr. Thompson, a power of attorney, by which he was constituted the true and lawful attorney of the Menomonee tribe of Indians, and authorized and empowered to act for and in the name of said tribe, in the prosecution of their claim for additional compensation from the United States for their lands in Wisconsin, and for the wrong done them by the treaty of October 18, 1848. The instrument was, "witnessed by John B. Jacobs, Indian trader, and F. J. Bonduel, superintendent and pastor among the Menomonees," and has this endorsement upon it: "Done in the Indian Office, this 9th September, 1850. A. S. Loughberry, acting commissioner." It does not appear, either from the endorsement of the acting commissioner or from the attestation of Jacobs and Bonduel, that it was interpreted to the Indians. This instrument is filed by Mr. Thompson at the Treasury Department, among the papers, and the three following described instruments are also filed there by him, all of the papers being the original ones:

1st. Another power of attorney, purporting to be made by the chiefs, headmen, and warriors, in a common council of the Menomonee nation, at Lake Paw-aw-hay-kon-nay, in said nation, on February 15, 1851, and ratifying and confirming the one of September 9, 1850. This instrument is attested by F. J. Bonduel, "superintendent and missionary," George Cown, John B. Jacobs, "interpreter," Talbert Prickett, "interpreter," and Edward F. Sawyer, W. G. Ewing, jr., and George F. Wright, who certify, that "in their presence it was interpreted and explained to *the said chiefs in council* before it was signed by them." The register and receiver of the land office at Green Bay certify that twelve of the principal chiefs of the nation, whom they name, did, on February 28, 1851, at Green Bay, acknowledge the instrument as their act and deed as the chiefs of the nation, the same having been fully explained and interpreted by John B. Jacobs and Talbert Prickett, interpreters sworn for that purpose; and William H. Bruce, United States sub-agent, and William Powell, United States interpreter, certify, that on March 10, 1851, at Lake Paw-aw-hay-kon-nay, "the greater part of the within named principal chiefs and headmen," after having the foregoing power of attorney read and fully interpreted and explained to them, did acknowledge their signatures as being their free act and deed, without any undue influence having been made use of on the part of any one.

2d. An instrument, purporting to be executed at the same time and place, and by which the Indians agree to give to Richard W. Thompson the one third part of the amount he should recover from the United States for them. This instrument is attested by F. J. Bonduel, superintendent and missionary, George Cown, John B. Jacobs, interpreter, Talbert Prickett, interpreter, and Edward F. Sawyer, who certify, that in their presence, the same was "interpreted and

fully explained to said chiefs in council before it was signed by them, and the compensation to their attorney fixed by them." George F. Wright, a notary public, under his official signature and seal, on the 17th of February, 1851, at Winnebago county, Wisconsin, certifies that "this day the chiefs, headmen, and warriors of the Menomonee nation of Indians, who have in national council assembled, signed the foregoing and aforesaid instrument, had the same freely interpreted to them in my presence, and did thereupon acknowledge the same to be their act and deed, for the purposes therein mentioned." The register and receiver at Green Bay certify on the 28th February, 1851, at Green Bay, that they "heard the foregoing agreement with Richard W. Thompson read and fully explained and interpreted by John B. Jacobs and Talbert Pricket, interpreters, sworn for that purpose, to a delegation of twelve of the principal chiefs of the Menomonee nation, whose names are subscribed thereto;" and they acknowledge the same to be their act and deed, as chiefs of the nation, for the "purposes therein expressed." A similar certificate of the sub-agent and interpreter, Messrs. Bruce and Powell, dated the 10th March, 1851, to the one attached by them to the power of attorney, is attached to this instrument. And there is accompanying it a statement signed and sworn to by F. J. Bonduel, superintendent and missionary, George Cown, John B. Jacobs, and Talbert Pricket, before George F. Wright, on the 17th day of February, 1851, at Winnebago county, Wisconsin, that they were present at a national council of the Menomonee Indians, held at Paw-aw-hay-kon-nay, on the 15th of February, 1851, and heard read and explained to the chiefs, headmen, and warriors of said nation, a letter from Richard W. Thompson, their attorney, in Washington, dated January 18, 1851. In said letter the said Thompson expressly said to said Indians, that "he would not name any sum to be paid him by said nation for his services as their attorney, but that he left that to be determined by the chiefs, headmen, and warriors themselves, as he told their delegation in Washington he would do. Thereupon the said chiefs, headmen, and warriors consulted together among themselves and agreed to give said Thompson 33 $\frac{1}{3}$ per cent., or one third part of whatever he should recover from the United States for them, by virtue of the agreement now existing between them and him. We also state that they were not influenced to this determination by any persuasion, or by the employment of any artifice whatever, but that the same was their voluntary act, and was perfectly well understood by them all. We saw them execute the agreement and power of attorney to said Thompson of their own accord, which agreement bears the same date herewith," (February 17, 1851.)

3d. An instrument of writing, purporting to be the act of the chiefs and headmen of the Menomonee nation of Indians in general council assembled, dated October 14, 1854, in which it is recited that on the 9th of September, 1850, at Washington city, before the Commissioner of Indian Affairs, a deputation of the chiefs and headmen employed Richard W. Thompson to act as the attorney of said nation, in endeavoring to prevent their removal west of the Mississippi river, and in the prosecution of a claim against the government for additional

compensation for the land sold by the treaty of 1848, and that the nation did, in general council assembled, on the 15th of February, 1851, ratify and approve of the appointment and employment of said Thompson, and "whereas, on the 15th of February, 1851, we, the chiefs, headmen, and warriors of our said nation, in general council assembled, of our own free will and accord, and with the consent of said nation, made our certain agreement, by which we promised that the said Thompson should have and receive thirty-three and one third per cent., or one third part, of whatever sum should be allowed our nation by the United States, in addition to what was allowed our nation by the said treaty of October 18, 1848, for the faithful fulfilment of which agreement we, the said chiefs, did then pledge the honor and faith of our said nation, by the authority of the whole nation; and whereas our said attorney has attended faithfully to the business aforesaid, since the 9th day of September, 1850, and has secured to us a home upon Wolf river, in Wisconsin, where we now live, and has obtained the consent of the legislature of Wisconsin that we may remain here; all of which services have been rendered without the payment to him of a single dollar by our said nation; and whereas we have lately made a treaty with the United States, by the provisions of which, and the amendment thereto, our nation is allowed, in addition to what they were allowed by the treaty of 1848, the sum of \$242,000, or thereabouts, now, therefore, we the undersigned, the chiefs and headmen of the Menomonee nation of Indians, in general council assembled, do hereby again ratify and confirm and recognize our said contract and agreement with our said attorney, and do hereby request our great father, the President of the United States, and the Congress of the United States, that he and they will pay, or cause to be paid, to our said attorney, Richard W. Thompson, the one third part of what is allowed our nation by the aforesaid last named treaty, to be paid him in money, at the city of Washington," &c. The conclusion of this instrument is in these words: "*Done in general council, at the Falls of Wolf river, this 4th day of October, 1854.*" This instrument is attested by William Powell, interpreter; William Johnston, interpreter; John G. Kittson, Talbot Pricket, George Cown, Alexander Grignon, and John L. Williams, who certify that: "We understand and speak the Monomonee language, and that the aforesaid instrument was fully interpreted to the chiefs and headmen of the Menomonee nation, in general council, on the 4th of October, 1854, at the Falls of Wolf river, and that they signed the same of their own free will and accord, fully understanding the contents thereof." In addition, another certificate is attached, signed by G. F. Wright, Daniel M. Whitney, G. D. Gumaer, and W. R. McKean, in which they certify thus: "We were present and heard the aforesaid instrument explained by William Powell and William Johnston, interpreters to the aforesaid chiefs and headmen, and that the same was signed by them of their own free will and accord."

I have thus referred to and given the substance of the original instruments or agreements which Mr. Thompson has filed in the Treasury Department, and all which are among the papers, and which

he claims to have been made in good faith for the purposes and objects therein stated.

I shall have occasion to refer to them again.

In his memorial to Congress for relief, Mr. Thompson states his case at great length. I will endeavor to compress the main points of it here, as I will have occasion to examine them in this connexion.

He says, in substance, that when the Indians called upon him to aid them, he declined to do so unless with the consent of the proper officers of the government; that he obtained that consent, and that his first power was executed before the then acting Commissioner of Indian Affairs; that, at *that time*, there was a *standing rule* of this office which recognized the right of an Indian tribe to transact its business by attorney; and the opinion of the Attorney General had then been given to the same effect; that *both* these concurred that, where an attorney acted for a tribe, and his contract was fairly made and his services rendered accordingly, he should be protected by the government; that he made his agreement under the law and practice then existing, and had a right to rely, as he did rely, on them for protection. He states that he got the President to postpone the time of removal of the Indians, and arranged temporarily with him, and permanently with the State of Wisconsin, for the Indians to remain there; that he was instrumental in causing an exploration of the country to be made with reference to their location; that he carefully prepared their case, but, doubting the sufficiency of his first power, and anxious to conclude all the business by treaty, sent to the Indian country to procure additional authority, so as to enable him to agree upon a treaty, or the preliminaries of one. This authority was given him by a new power of attorney, executed in the Indian country by the chiefs and headmen of the nation, February 15, 1851; and in the same national council in which they executed the new power, he states that they also executed an agreement whereby they promised to pay him one third part of whatsoever sum should be allowed them by the United States. He says these two last named papers were *executed* after he had made his argument before the Secretary, and *before* the decision of the Commissioner, so that, at the time he made his original argument, he had no other reliance than the liberality of the Indians. He states that copies of these two last named papers were transmitted by the sub-agent to the Commissioner of Indian Affairs, in an official letter, dated March 22, 1851; that, after the execution of them, "*there was nothing more to be done in the Indian country to prepare the case or affix the compensation.*" The latter was done by the agreement, and the case was made up and submitted to the Secretary, and by him referred to the Commissioner of Indian Affairs. He states that he obtained a report from the Commissioner on the 23d April, 1851, in favor of the Indians, for \$221,840; that the Secretary of the Interior, on the 25th April, 1851, affirmed the general views of the Commissioner, but declined to make a new treaty, deciding that the case should be sent to Congress; that he took the case to the President to obtain his consent to make a new treaty; that the President declined to disturb the decision of the Secretary; that he employed men, at his own expense, to visit the capital of Wisconsin, and,

through their instrumentality, succeeded in getting the consent of the legislature for the Indians to remain in the State; that he brought their case before Congress, and succeeded in getting an item in the Indian appropriation bill giving to the Indians the sum of \$221,840, and that it passed the House but failed in the Senate; that, at the next session, he was instrumental in causing a resolution to pass the Senate, instructing the Indian Committee to inquire what amount was justly due these Indians, and the papers prepared by him were referred to the committee; that the committee expressed the opinion that there was due the Menomonees \$1,083,807 84, which was according to the true state of the account, but, for reasons, the committee reported that \$613,515 36 was the least sum justly and equitably due from the United States to the Indians; that an amendment was moved to the Indian bill, but it being late in the session when the bill came up, it was suggested to be, and was on that account, withdrawn; that, on the 2d July and 23d August, 1853, he wrote to the Commissioner of Indian Affairs, proposing consultation and the making of a new treaty; that he waited with patience for an answer to his propositions, but received none; that, in April, 1854, he came to Washington to again bring the case before Congress, and learned, to his surprise, that the superintendent in Wisconsin had been instructed to make a treaty with the Indians. That he went to Milwaukee to have an interview with the superintendent before the treaty was made; that he had an interview with that officer on the 17th of April; that the superintendent would give him no information, except that he would not be permitted to go into the Indian country, nor would he recognize him or anybody else as attorney, or suffer him or anybody else to talk to the Indians about the proposed treaty; that he resolved not to put himself in conflict with the authorities of the government, and returned to Washington. That when the treaty of May 12, 1854, was before the Senate, he took steps to enlighten that body, and, without being able to state what effect his efforts had, the Senate amended the treaty by adding thereto \$92,000, additional to the sum of \$150,000 which it stipulated to pay them; that he went to Wolf river, and, on the 4th October, 1854, the Indians, in a council, executed the memorial to the President and Congress, requesting that he be paid one third part of the sum allowed them by the late treaty, according to their agreement of February 15, 1851; that a duplicate of the same was presented by the Indians to the superintendent, in council, and that his report shows that he endeavored to cause the Indians to repudiate it; that the Indians insist upon the inviolability of their contract with him, and ask Congress to give them the power to comply with it.

Such, in brief, is Mr. Thompson's memorial, but his statements are couched in such fanciful colors, and told in such a plausible way, that an impression would be made by the perusal of the memorial, when taken in connexion with his "plain and succinct statement of facts," which he printed and laid on the desks of members, that the government had not only "cheated," but abandoned the Menomonees, and but for his kind and benevolent conduct towards them, they must have perished. He says, indeed, that at "his own private expense" gentlemen of high character and intelligence were employed to visit the

capital and obtain the consent of the legislature of Wisconsin that the Indians might remain there; and that he paid those gentlemen a reasonable compensation for their loss of time from their private affairs, and their expenses. He says: "This, there was nobody else but the undersigned to do, either by himself or others. The government would not, nor could the Indians do it;" and he was himself so much occupied with their business here, that he could not go to Wisconsin in person. Indeed it would be difficult, from the perusal of Mr. Thompson's "plain and succinct statement of facts," and his memorial for relief, to avoid the conclusion that all the officers of the government connected with Indian affairs, were not only derelict in duty, but in the case of the Menomonee Indians were regardless of all the obligations of humanity. Mr. Thompson will not question my statement when I say that the means of knowing the action of the Indian office, in relation to the Menomonees, during the time that he professes to have been constantly at work as their agent and attorney, are within my reach; and he has assured you, with great confidence, but for a different purpose than that for which I propose to use it, that I had upon the files of this office the case as made by him. He asks you these questions: "But how did he (I) find out that anything was due them? Was it not by reference to the case made by *me*, and placed upon the files of his office? Had he any other evidence there to act upon, than what was placed there by me? I think not. The treaty of 1854 is, therefore, the result of my labors." It will thus be perceived that all the facts necessary and proper to form a correct judgment of the services performed by Mr. Thompson, for the Menomonee Indians, has been at all times within the reach of the Commissioner of Indian Affairs, and that if he had ever submitted a proper claim for services actually rendered to the Indians, in good faith, the means of determining the value of them were also at hand. There was a regulation of this office on that subject, by which, in proper cases, a *rule* for compensation was fixed, but not a standing rule, backed by the opinion of the Attorney General, in relation to attorneyships, such as Mr. Thompson alleges in his memorial. His alleged "agreement" of February 15, 1851, was not made under any such law and practice as he states, *nor was that agreement ever recognized by either the Commissioner of Indian Affairs, or Secretary, or President. None of Mr. Thompson's statements on that subject are in accordance with the facts as they appear on the files of this office.* Neither the power of attorney executed here on the 9th September, 1850, nor the power alleged to have been executed at Lake Paw-aw-hay-kon-nay, on the 15th February, 1851, contain any provision for his compensation. He was communicated with by the Commissioner and the Secretary of the Interior, as attorney for the Menomonees, but I deny that any evidence exists that his alleged subsequent "agreement" with them, by which he was to receive a third of all their money recovered, was ever recognized by an executive officer of the government, or that a *true* copy of it was ever in the possession of this office. Independent of the fact that such a contract or agreement as the one referred to was against public policy, and therefore void, the "standing rule" of this office, as prescribed by the Secretary of War on the

1st October, 1846, was expressly against all such transactions, and the object of that "standing rule" was to protect the Indians against the very serious evils which had grown up under the opinion of the Attorney General to which Mr. Thompson refers, which opinion was some six years *older* than the standing rule; the *latter* having been adopted to correct the evils arising under the *former*. That rule declared that the practice should be discountenanced, and directed that the Commissioner should notify "all superintendents, agents and sub-agents of the Indian Department that it will be, and direct them to give the Indians under their charge clearly to understand that hereafter all their claims, wants and wishes should be communicated to the department through them, when they will be promptly attended to and full justice done them." The "standing rule" concludes thus: "Should any Indian or Indians, however, *notwithstanding the above determination, persist in giving powers of attorney, no part of the sum which may be recovered thereupon will be paid to the persons holding them, except such an amount as under the circumstances of the case may appear to the department to be just and fair compensation for their trouble and expense.*" Such was the "standing rule" when Mr. Thompson had his power of attorney executed "in the Indian office," and in a case of services, in good faith, all that he could ever have claimed under the rule was a fair compensation for his "trouble and expense," which I suppose would include a reasonable sum for professional services fairly and faithfully rendered in a proper case. But Mr. Thompson, *knowing all this perfectly well*, did not rely upon that rule or regulation, but got up an alleged "agreement" with the Menomonees, *in violation of it* and without the knowledge of this office, to pay him one third part of what he should recover, relying upon his powerful influence and high social and political position to sustain what *he* would call a contract.

I have no reason to doubt that Mr. Thompson did apply himself to the subject of this claim, that he did endeavor to obtain the authority of the President to cause a new treaty to be made with the Indians; that he also submitted arguments before the Executive Department and before Congress in relation to it. The files of this office are conclusive on these points, and show that the Commissioner of Indian Affairs, on the 23d of April, 1851, made a report upon the Menomonee case, and expressed the opinion that the government ought to pay the Indians the sum of \$221,840 in addition to the sum stipulated to be paid them by the treaty of 1848, for the lands ceded thereby; and that this sum should be paid them *as additional annuity properly applied*, with which he believed they would be content. From an examination of the journal of Congress of the sessions of 1851-'52, and 1852-'53, I am also satisfied that the House did, at the session first named, insert a clause in the Indian bill, providing to pay the Menomonees the sum of \$221,840 as additional compensation for the lands sold by them by the treaty of 1848, and that the same failed in the Senate. I am also satisfied, that at the next session, an amendment was proposed to the Indian bill in the Senate to pay the said Indians the sum of \$613,515 36, as additional compensation for

the lands ceded by them by the treaty of 1848, and that after some debate that amendment was withdrawn.

The facts, however, in relation to the action of the Indian office, in the affairs of the Menomonees, and the services rendered to them by Mr. Thomson during the whole time stated in his memorial, appear to me to present a different case from that alleged by him, and lead me to a different conclusion from the one to which he arrives, in some very important particulars. The effect of the action of the office upon the true interests of the Indians as contrasted with his services, however valuable he may have regarded them, will be made apparent before I close this report.

In his memorial for relief he states that the first object desired by the Indians was to get rid of that provision of the treaty of 1848 which provided for removal west of the Mississippi, "as the country there contains nothing upon which they could subsist, and was in the immediate neighborhood of their powerful and warlike enemies," and that he "*succeeded in getting the President to issue an order postponing the time of their removal, so as to give him additional time to see if some arrangement could not be made for their permanent location in Wisconsin.*"

In reply to this statement I have to remark, *first*, that this was no part of the business for which the Indians, by their instrument, executed "in the Indian office," constituted him their true and lawful attorney. By that instrument he was constituted their attorney to prosecute a claim for additional compensation for lands sold by them to the United States by the treaty of 1848; but there is not one word or syllable in it in relation to their removal or non-removal, or about any arrangement to be made for their permanent or temporary location in Wisconsin; and *second*, except to provide the means for and send a delegation to explore the country in Minnesota, and which delegation had then come to Washington to report the result, and to state to the President that the country did not suit them, no steps had been taken towards their removal; and the story that Mr. Thompson succeeded in "getting the President to issue an order postponing the time of their removal," as though everything was in motion and the Indian office determined to force these Indians into a country where they could not subsist, and where they must be destroyed by their powerful and warlike enemies, is a mere invention, a fabrication, and one which, having, no doubt, served its purpose on more occasions than one, in managing these poor unlettered savages, is unblushingly put forward in a memorial to Congress, and made the foundation stone of a claim against the Indians for professional services. At the time that Mr. Thompson states he succeeded in getting the President to issue this humane order, the facts show that no arrangements had been made to remove the Menomonees, and that if they had desired to be removed that fall it would not have been within the power of this bureau to have gratified them. But the time stipulated by the treaty within which they were to remove from the ceded country had not then expired, and as indicating the policy of the government, and how far it was likely to exercise coercive measures to compel the Menomonees to remove against their consent, after the expiration of

the stipulated time, I may here remark that in the fall of 1848 a treaty was also made with the Stockbridge Indians, by which they ceded their lands on Lake Winnebago, in Wisconsin, to the United States. These lands were adjacent to the Menomonee cession, and there were reasons equally as strong, if not stronger, for their speedy removal from them to a new home west of the Mississippi, than there were for the removal of the Menomonees. Such a home was provided for them by the treaty, and they bound themselves, as the Menomonees did, to remove to it within two years after the ratification of the treaty. As in the case of the Menomonees, a delegation of Stockbridges visited their new home and were not satisfied with it, and although they have not at any time had the valuable services of Mr. Thompson as attorney, and although the treaty stipulation is now in full force requiring them to remove, they are still on the ceded land at Lake Winnebago. As, however, Mr. Thompson states that gentlemen of high character and intelligence visited Madison, Wisconsin, at his expense, to obtain the consent of the legislature for the Indians to remain in the State, and that, in addition, he paid them a reasonable compensation for the service, I would be pleased at any time to place on file, for consideration, the vouchers from those gentlemen for the money paid them by Mr. Thompson.

The next step which Mr. Thompson took was to obtain the consent of the Secretary and President to make a new treaty, but in this he admits he failed.

I will now call your attention to the action of Congress on this claim for additional compensation for the lands ceded by the Menomonee Indians in 1848. The discussions in the Senate are very interesting. The treaty of 1848, the manner in which it was made, and the quantity of land ceded thereby, and the nature of the claim which Mr. Thompson had brought before Congress, were all fully discussed. I can notice them but briefly. The House of Representatives having amended the Indian bill, by attaching a clause to pay the Menomonees the sum of \$221,840 as additional compensation for the lands sold by them by the treaty of 1848, the same was under discussion in the Senate on the 29th July, 1852.

Mr. HUNTER said: "The claim of the Menomonee Indians is founded upon the charge of fraud, and the further allegation that there was an inadequacy of consideration; that having sold so much of the land they ought to have received more than was given them under this treaty. There is no pretext of doubt in relation to the construction of the treaty itself. It is clear and specific. The present Commissioner of Indian Affairs, in examining the testimony, came to the conclusion that fraud could not be imputed to the commissioner who negotiated the treaty; and he came to the conclusion that the treaty bound the Indians; that it was a contract of hazard; but he also said that so far as the Indians were concerned, it was a hard bargain, and in order to rectify it he proposed to go back to the provisions of the former treaty, the treaty of 1831, under which the President was allowed, without any further treaty, without the necessity of negotiating this last treaty, to remove the Indians from those lands and make them such further allowances, *in the shape of annuity*, as he might

think to be just and proper; under the authority derived from the Indians by the treaty of 1831, the Commissioner of Indian Affairs came to the conclusion, *that the Executive had the power to settle this question.*" He said, "This appropriation, the Committee on Finance, after a careful consideration, determined ought to be stricken out. We were of the opinion that it ought to be stricken out, because if we go upon such testimony as this, if we set aside treaties thus made by our officers; treaties in relation to whose construction there can be no sort of doubt, we may go through the whole catalogue of Indian treaties and set them all aside. We lay the foundation for new claims in relation to almost every Indian treaty which has ever been negotiated." He said further, "Suppose we make the appropriation, will the Indians get the benefit of it? Is not that one objection to making these appropriations in gross? *So strongly does the Commissioner of Indian Affairs seem to feel this, that he recommends that whatever additional compensation is given them should be given in the shape of annuities from year to year.*" He alluded to the contract which the Indians had made, to give one agent one third of the amount which they were to receive, and says: "The fact that they should have made so improvident a contract is proof that it would be throwing away the money to appropriate it in gross, as proposed to be done here. If we do give them additional money, it ought to be done with such safeguards as would secure the enjoyment of it by the Indians themselves."

The chairman of the Indian Committee said that "the matter was before the Committee on Indian Affairs in 1848, when the treaty was submitted to the Senate. The charge of fraud and mistake was then investigated by the committee and the Senate. Charges were made, letters were written, and memorials were sent on against the ratification of the treaty. Specifications were sent forth against the conduct of the commissioner who negotiated the treaty. We gave it a close investigation; and Commissioner Medill, upon every charge and upon every specification, proved them to be entirely false by the very best men in Wisconsin." "But suppose there was a mistake, and I am willing to admit that perhaps the Indians at the time were not fully aware of the extent of their claim, *this is not the time to make an appropriation.*" "They have no use for it, and I think the government will be acting very foolishly to make the appropriation and place it in the hands of the Indians or *their* agents, whosoever they may be." Many senators spoke, and the subject was very fully discussed.

Mr. WALKER said: "I entirely concur with the chairman of the Committee on Finance and the chairman of the Committee on Indian Affairs in the sentiments they expressed. I think the item ought to be stricken out of the bill. That we acquired more lands from the Menomonees by the treaty than was contemplated by the government at the time I have very little doubt; but I am not aware that in the negotiations with these Indians, or with any other of the tribes, we have been at all times particular to ascertain the precise number of acres, and then pay the Indians per acre for what they concede." He said: "It occurs to me as it may have occurred to other senators, that the lips of the chairman of the Committee on Finance have given utterance to one reason which ought to determine us against it, and

that is, *some person has, at one plunge; at one grab, secured one third of the whole amount which these Indians may get either at this time or hereafter.* And, it seems to me, this is not all; but that a member of one branch of the government is also to pocket \$30,000 out of this appropriation, if it should pass. This has been intimated to me, and I heard it in such a manner that I think it may be fully proved."

A SENATOR. To what branch of the government does that person belong?

Mr. WALKER. "To the legislative branch." Without referring further to the debate, I may state here that the amendment was voted out, and an amendment by Mr. Hunter was adopted in its stead. That amendment, Mr. Hunter stated, "was drawn up at the Indian Department, and suggested by the Commissioner of Indian Affairs, and is designed to meet this (the present) state of things." That amendment, which was adopted and became a law, appropriated \$25,000 to remove the Indians to the country on the Wolf and Oconto rivers, which the superintendent had designated for them after exploration. Mr. Hunter further said that the arrangement was not proposed as permanent, unless the legislature of Wisconsin should consent. "*The Commissioner of Indian Affairs tells me (says Mr. H.) that he believes it to be the wish of the people of Wisconsin to have them settle there.*" Now this reference to the action of Congress shows that, at that time, the Commissioner of Indian Affairs had a policy of arranging the matters of the Menomonees different from that of Mr. Thompson, and that he even had an opinion as to the wishes of the people of Wisconsin in relation to the residence of the Indians in the State, and that the Indian Bureau had caused the exploration of the country on the Wolf and Oconto, where the Indians were removed with \$25,000, and where they still are; and it appears further, that Congress regarded the views of the Commissioner, and rejected those of Mr. Thompson. *Congress did more.* It attached to the very bill upon which Mr. Thompson sought to engraft his appropriation of \$221,840 for additional compensation, and which bill passed, soon after this debate and action on the Menomonee claim, a clause that no part of the appropriations made by that act "for the benefit of any Indian or tribe, or part of a tribe of Indians, shall be paid to any attorney or agent of such Indian or tribe, or part of a tribe, but shall in every case be paid to the Indian or Indians themselves," *per capita*, unless the imperious interests of the Indians or some treaty stipulations require a different mode of payment. "Nor (to use the words of the act) shall the executive branch of the government, now or hereafter, recognize any contract between any Indian or tribe, or part of a tribe, and any attorney or agent for the prosecution of any claim against the government." Thus Mr. Thompson's "contract" was *repudiated* by an amendment placed upon the Indian bill, which was well understood at the time to be made expressly for that purpose. On the 3d of March, 1853, being the last day of the next session, Mr. Walker, having in February previous made a report in the case in the Senate, did propose an amendment to the Indian appropriation bill, providing to pay the Menomonee Indians \$613,515, in full of this claim for addi-

tional compensation for the lands ceded by the treaty of 1848. Mr. Walker also provided, by his amendment, that out of this sum there should be first paid "*such debts and demands of and upon such Indians as they shall, in the presence of the proper local agent or superintendent, expressly admit and sanction as just and due, in a council to be called for that purpose after the passage of this act and the notification thereof to them; and of the amount hereby appropriated for their benefit, a true and correct list of which debts and demands, with a statement of the general character of each, properly certified by such agent or superintendent, shall be forwarded to the President of the United States, who shall order the same to be paid out of this appropriation, if he shall be satisfied that the same were freely and voluntarily admitted and sanctioned as aforesaid.*" As there do not appear to have been any new facts presented to the Senate, I am not aware of the ground of Mr. Walker's change of opinion as to the justice of this claim, or rather as to the astonishing increase in its amount, it being at the previous session only \$221,840, and now thought to be \$613,515. The former session Mr. Walker was opposed to the smaller sum being paid "in gross," as, by doing so, he said, you do not benefit the Indians but "*fill the pockets of others.*" In the latter case and the larger sum, he proposed to pay it "*in gross,*" and to make the first charge upon it *the payment of debts and demands against the Indians.* Sundry senators spoke on the amendment. Mr. Pearce opposed it. Mr. Bell said, "I would recommend its withdrawal," and it was withdrawn. Mr. Walker suggested to senators that his report, the maps, &c, be examined, &c., during the recess.

It thus appears that both the executive and legislative departments of the government had failed to perceive the wisdom of Mr. Thompson's plans for the relief of the Menomonee Indians, and that I was not the first officer who had distrusted them. And it further appears that, in addition to the alleged agreement being in violation of the "*standing rule*" of this office, it was proscribed and repudiated by express statute.

He mentions in his memorial, as among the services he had rendered these Indians, that, after the adjournment on the 3d of March, 1853, he had an interview with me, and proposed to arrange the matter by treaty; and that, on the 2d July and 23d August, 1853, he wrote to me, bringing the business before me; that, in the first letter, he proposed the making of a treaty, and informed me that he had authority to conclude one, but expressed a willingness to yield to my views as to the best plan of accomplishing the object; that, in the last one, he inquired if it would be agreeable to me for him to meet me at either one of several cities while I was in the west, to confer together upon the subject, and states that "he has not yet received an answer to either of these letters." In response to that, I have to state that I did reply to his letter of the 2d on the 25th July, 1853, and informed him that the department had come to no conclusion as to when a treaty would be entered into with the Menomonees, "nor what changes in the treaties now existing with them will have to be made in consequence of the change of residence from that which was provided for them upon Crow Wing, but will receive and duly con-

sider any views or propositions which you may see fit to offer upon the subject." I did not address Mr. Thompson as attorney for the Menomonee Indians; but as "Hon. R. W. Thompson, Terre Haute, Indiana." In relation to his second letter, I may state that I left Washington on the 27th August, and did not return until the latter part of October, which fact he *well knew* when he made the statement in his memorial. And, during my absence west, he had an opportunity of making the inquiry in person, which, he says, his letter of the 23d of August contained, for he and myself travelled in company several hundred miles on the Missouri river, on the same boat, in the month of October of that year, and before I had touched at any "one of several cities," and *he never mentioned the subject of the Menomonee claim to me*, although we were thus together not less than three days. Why Mr. Thompson did not bring the case of the Menomonees before me then, and invite the conference which, he says, he had proposed in his letter of the 23d August to have with me, in either one of the several cities while I was in the west, he has not stated. While in Nebraska I had seen Mr. Geo. W. Ewing, and Mr. Thompson had been prospecting in that region about the time I left there, and it is not a violent presumption that Mr. Ewing had informed him of some facts which were disclosed to me while among the Indians there, and which were not calculated to increase my confidence in either of these gentlemen in relation to matters connected with Indian affairs. His statement to Congress that I did not answer either of his letters, can therefore be regarded in no other light than a fabrication of his own invention, intended to produce the impression that I was guilty of official discourtesy, and thus prepare that body to believe his story, that I had prejudged his case.

In the month of April, 1854, nine months after, I informed him that the department would consider any views or propositions he had to make, but after I had been to the Indian country and learned some of the mysteries of Indian claims, claimants, and attorneyships therefor, with your approbation instructions were issued to the superintendent in Wisconsin to make a supplemental treaty with the Menomonee Indians, and on May 12, 1854, an instrument was agreed upon by which the pecuniary and other beneficial provisions of the treaty of 1848 were continued to them, and an exchange of land made with them, and a home confirmed to them in Wisconsin; and \$150,000 agreed to be paid them, in addition to the sum guaranteed to them by the treaty of 1848, the new payments to commence in 1867, when the annuities under the treaty of 1848 will cease. The Senate added the sum of \$92,000, which makes the additional sum to be paid these Indians \$242,000. Mr. Thompson has stated that the supplemental treaty was a secret affair; that no white person was permitted to be present, and that the payments were deferred until 1867 to prevent him from obtaining pay for his services. His partner, Mr. Ewing, has written to other Indian tribes that I had a secret treaty made with the Menomonees, and cheated them out of "\$371,540." And Mr. Petit stated on the floor of the Senate that the treaty of 1854 was a secret treaty.

Now, as to this statement, it is only necessary to remark that the

treaty was fairly made in open day; that many persons were present, and that its execution was attested in the presence of John V. Suydam, sub Indian agent; Charles A. Grignon, United States interpreter; H. W. Jones, secretary to the commissioner; Charles H. White, deputy United States marshal; H. M. Cady, William Powell, John Wiley, and H. L. Murray. Mr. Jones, the secretary, was the former clerk of the superintendency, and a friend of Messrs. Thompson & Ewing, and the papers in this case show that William Powell, Charles A. Grignon and H. L. Murray are devoted to the interests of those gentlemen.

As to the wisdom of deferring the payments under the treaty of May 12, 1854, it is only necessary to observe that the payments of the annuities under the treaty of 1836 do not cease until the year 1857, when those under the treaty of 1848 begin, and that they run until 1867, when those of the last treaty commence; that the current annuities are ample for all needful purposes, and that to have made the payments commence at an earlier period, as in the case of the appropriation of the lesser or larger sum, which Mr. Thompson asked Congress to pay "in gross," would, as Mr. Walker well said on the 29th of July, 1852, on the floor of the Senate, when opposing the smaller sum, be only to "fill the pockets of others."

It will be perceived from what I have already stated, that the policy of the Indian Bureau in relation to the Menomonees was a uniform, consistent and successful one, terminating with the treaty of May 12, 1854, and was in direct conflict, all the way through, with Mr. Thompson's plans, which terminated with his abortive effort to obtain \$613,515 36 "in gross," with a *first* lien upon that sum in favor of debts and demands against the Indians, as provided by the amendment of Mr. Walker to the Indian bill on the 3d of March, 1853, and for which his alleged "agreement" of February 15, 1851, ratified and confirmed, as he claims by the memorial of October 4, 1854, if he could have enforced them (which he was willing to do) would have placed in his pocket the sum of \$80,895 33 for professional services in the case, and in the pockets of the Messrs. Ewing, Bonduel and others, designated in another memorial of October 16, 1854, of the Menomonee Indians to the President and Congress, and now on file in this office, procured, attested and certified by the same parties who have at every stage of the case procured, attested and certified Mr. Thompson's powers of attorney, agreements and memorials, and which the department could not have rejected if it had sanctioned Mr. Thompson's, the further sum of \$99,436 34, leaving to the Indians the sum of \$63,354 33 as their share of the beneficial provisions of the treaty of May 12, 1854, provided they had not "in open council assembled," or in "full council" made any further drafts upon it in favor of such disinterested friends.

Superintendent Huebschmann transmitted to this office on the 1st November, 1854, a copy of the memorial of the Menomonees to the President and Congress, of October 4, 1854, praying that he or they would pay or cause to be paid to Richard W. Thompson, their attorney, the one third part of the money stipulated to be paid them by the treaty of May 12, 1854; and also, another memorial of said

Indians to the President and Congress, dated the 16th of October, 1854, (above referred to,) praying that he and they will cause to be paid to the creditors of the Indians or their assignees and legal representatives, as designated by said memorial and a schedule attached to the same, the further sum of \$87,436 34, and by the body of the instrument \$12,000 towards the support of a Roman Catholic pastor to reside among them, making the sum of \$99,436 34 out of the money stipulated to be paid them by the treaty aforesaid.

Having already described the memorial of October 4, 1854, I will in the same manner set out that of the 16th of the same month. It is addressed to the President and Congress, and purports to have been made in open council by the principal chiefs, headmen, councillors and warriors of the Menomonee nation or tribe of Indians, they being a majority of said chiefs and headmen, fully competent and authorized, and with the full knowledge, consent and approbation of the Menomonee people. It declares that they have caused the annexed and foregoing schedule of their national debts to be carefully examined and made, and have satisfied themselves, and their people know and are satisfied, that they do at this time justly owe the persons and their assignees and other legal representatives the sums of money therein stated, respectively, opposite their names, and that most of which said sums were ascertained and due prior to the 18th day of October, 1848, and others prior to February 25, 1851, and all of which they are satisfied is justly owing to their said creditors and to their assignees, as therein stated. It is said to be "signed in duplicate after the same was fully explained to us in full council, the day and year as first above written," and William Powell, interpreter, William Johnston, interpreter, F. J. Bonduel, John G. Kittson, interpreter, John B. Jacobs, interpreter, Robert Grignon, S. Juneau, Lewis B. Porlier, Luke Laborde, George Cown, and Henry Tourtillotte attest its execution and certify thus: "We, the undersigned, interpreters and others, do certify that the foregoing was fully interpreted and explained by us; after which said chiefs and headmen freely and voluntarily signed the same, with a full knowledge of the purport and contents, meaning and object thereof." The sub-agent, John V. Suydam, certifies that the council was held on the 16th October at their *usual council room and pay house*; that it was a general council; that the tribe, through their chiefs and headmen, desired him to certify to their assent to the schedule and statement set forth in the exhibit and settlement which they had just made with their creditors, (their traders and others;) that they acknowledged that they had affixed their signatures thereto, with a full knowledge and understanding of their contents; and that they wished their debts all paid as therein stated. He states in the certificate that William Powell and William Johnston acted as interpreters, and that he was satisfied that the whole was fairly interpreted, and that the Indians fully understood it, and that they said, "We wish you to put your name to it and send it to the department or great council at Washington. It is our own act, and we want it paid. If these our just debts can be paid, as we wish, we will then be a happy people." Mr. Suydam signed it at the "Falls of Wolf river, on

Menomonee lands, in the State of Wisconsin," on the 16th October, 1854.

In transmitting these two papers to this office, on the 1st November, 1854, the superintendent stated that shortly after his arrival in the Menomonee country (on the 7th October) he learned that Mr. Thompson had left there a day or two previous, "after having obtained, at a meeting held at night, the signatures of the chiefs to a paper drawn by him or one of his friends. Those of the chiefs whom I asked about it did not exactly know the purport of the paper, but stated that Mr. Thompson claimed to have carried the late treaty and the amendment to it through the Senate, and from what they had been told they believed themselves to be under great obligations to him. I noticed that there were an extraordinary number of gentlemen on the pay ground, without any ordinary business; and I soon found out that there was a general movement among traders and claimants in relation to their claims against the Menomonees. Mr. Thompson had probably taken the lead, and as the good success of Robert Grignon, in obtaining an appropriation of nineteen thousand dollars for a claim against the Menomonees, had set many in the north part of the State dreaming golden dreams, Mr. Thompson had found a field well prepared for his operations, and it seems that the other claimants had assisted him to obtain such action on the part of the chiefs as he desired, with the understanding that he was to assist them in return. All these movements were under-handed, and I was not approached in relation to these claims, except that Mr. Gumaer and Mr. G. F. Wright suggested to me that it would be a good thing if claimants and Indians met and made an arrangement wiping out all old claims—"lumping it," so as to make an end of them. I answered that I would investigate anything that would be brought before me properly; that as to "lumping it," that was not my way of doing business. * * * * Oshkosh, at the council held after the payment, handed to me the memorial (of October 4) which they had signed in one of their nightly councils, a copy of which is herewith enclosed. The pretence that Mr. Thompson by his influence obtained the ratification of the late treaty, is not clearly expressed in the documents, but was firmly impressed upon the minds of the Indians. I told the chiefs that it would be news to the members of the legislature of 1852, that Mr. Thompson by his influence obtained the passage of the resolution assenting to their remaining in the State, and that the United States senators would be astonished to learn that they had ratified the late treaty at the instance of Mr. Thompson, while if he had any influence it was used in attempting to defeat the ratification of it. I told them further, that as their signatures had been obtained under false pretences, and as they had no right to grant or give any moneys which were to be applied by treaty stipulation for the benefit of their next generation, the whole transaction falls to the ground, and is null and void, with which declaration they seemed to be perfectly satisfied. On my inquiring afterwards, and repeatedly, if they had anything more to communicate to me, I was answered that they had not. * * * * I was therefore somewhat disappointed when I opened the package from Mr. Sydam, in finding, instead of a draft of a school-house and other

reports due from him, the enclosed memorial (of October 16, 1854) of the chiefs of the Menomonees in relation to claims against their tribe."

On examination of these two memorials to the President and Congress, and on inspection of the memorial to the latter, I observed a state of things which, in connexion with the facts disclosed in some papers on file in this office, led me to the conclusion that it was my duty to notice the subject in a public way. I had two objects in view: first, to fix the true character of the transactions upon the record in such a way as to impress the minds of "all persons having any agency in the administration of Indian affairs, whether connected with the executive or legislative departments of the government now or hereafter," with their enormity, and thus shield the Indians from the effect of such instruments in the present and the future; and second, to call the attention of Congress to them "as a sample of a class, and illustrative of the outrageous and iniquitous attempts of unscrupulous white men to enrich themselves out of the funds of the Indians," with the hope that it might induce such legislation for the protection of these helpless beings as would protect them from the pecuniary losses and the demoralizing and injurious effects of the stupendous system of plunder which was prevailing, and by which the Indian tribes who have annuities due and payable to them annually were being constantly defrauded, under corrupt and iniquitous agreements, which, in their ignorance and simplicity, they were from time to time induced or seduced to execute, and to prevent the allowance of claims and demands against them having no foundation in right or justice.

I placed some of the papers in this case in an appendix to my annual report of November 25, 1854, which I supposed would unmistakably fix its true character, and alluded to it in that report, as a speculation of considerable magnitude, and of a three-fold character, in which the government, the Indians, and the alleged or pretended claimants against the latter, were all to be levied on, and that if the scheme was successful, the profits were to be divided mainly between three individuals. I said that about the same time the prosecution of the claim in favor of the Indians and against the government was commenced, a large amount of claims of traders and others were raked up against the Indians, to be paid out of the amount recovered, although a fund had been set apart by the treaty of 1848, and applied by the Indians to the settlement and payment of their indebtedness, and which was considered amply sufficient to cover all the just and valid claims against them; that the compensation from the Indians was to be one third of the amount recovered from the government, and the compensation for the prosecution and recovery of these claims against the Indians was understood to be one half of the amount recovered; that the transactions were apparently in different hands, but there was no doubt that they were the joint and partnership operations of some three individuals.

The remarks in my annual report, and the papers in the appendix, indicated that the three individuals alluded to were Mr. Thompson, and the Messrs. W. G. and Geo. W. Ewing, the former being the attorney to prosecute the claim against the government, in the name of

the Indians; the latter the attorneys to prosecute the claims of the traders and others against the Indians. In the appendix were several letters of a singular character, from Mr. Thompson and each of the Messrs. Ewing to Mr. Bruce, and also one from Mr. Thompson to the Indians, and one from Mr. W. G. Ewing to John B. Jacobs; also a contract between the Messrs. Ewing and Bruce, of a contingent character, and depending upon the successful prosecution of the claim against the government and the collection of the claims against the Indians, by which they agreed to pay him \$10,000, and he agreed to "aid and assist the said W. G. & G. W. Ewing in the collection of any and all claims now in the hands of Ewing, Chute, & Co., or which they or the said W. G. & G. W. Ewing may hereafter procure against the said Menomonee Indians, and the said Bruce agrees to place no obstacle in the way of their collection, and is to aid and assist said firm, when called on, in procuring such other claims as they have not yet secured; and the said Bruce also agrees to and with the said W. G. & G. W. Ewing, that he will aid the attorney of said Menomonee Indians in prosecuting a claim in favor of said Indians against the United States, for additional remuneration for the land sold by them in the treaty of 1848, and that he will in no way or manner put any obstacle in the way of the prosecution of said claim, but will aid and assist in procuring the largest possible additional remuneration for the largest quantity of land, and the largest consideration specified in the report of the Commissioner of Indian Affairs to the Secretary of the Interior, just made." The original of this contract between the Ewings and Bruce, of file in this office, is in the handwriting of Geo. W. Ewing, and the other papers alluded to are in the handwriting of the other parties, except Mr. Thompson's of January 18, 1851, to the Menomonees, which is a copy in the handwriting of William G. Ewing, jr.

The allusion to the subject in my annual report, and the papers in the appendix thereto, in connexion with the reference to the subject by the superintendent, induced Mr. Thompson to prepare and transmit to you his "*plain and succinct statement of facts*," dated the 19th January, 1855, and in which he uses the following language: "The Commissioner does me great injustice when he assumes that the collection of the sum owed me by the Menomonee Indians, and the prosecution of certain claims *against them*, is a "*joint and partnership operation*." "I positively assert that although I had heard that there were some claims of an old date against these Indians, yet I never knew what they were or in whose favor they were, until I saw the schedule of them and the names of the claimants, as published with the Commissioner's report. I do not know who are the agents or attorneys of these claimants, or whether they have one, two, or a dozen. I do not know what they are to receive for collecting the claims. The schedule and agreement of the Indians to pay the debts were made out after I left the Indian country; I had no conversation, at any time, with the claimants, or any of them, with reference to those debts. I never knew anything about them, or had anything to do with them. I have nothing to do with them now and never expect to have. I do not know what interest Colonel Ewing has in them.

Whatever it is concerns himself only, not me. I have no more to do with his general business than the Commissioner himself." "I had my own business to attend to, and did not trouble myself about theirs, (Ewings.) If I had, I should have had but little else to do. With their business generally I had as little to do as the Commissioner himself, and he might with as much propriety associate me with any other part of it as this." "It is very hard to prove a negative, and therefore it is not required; I imagined nobody could expect me to prove it, until the affirmative was supported by some proof. The Commissioner offers none whatever."

On the 15th February last, when the Senate had Mr. Thompson's memorial under discussion, Mr. Stuart, of Michigan, in addressing the Senate, connected the Messrs. Ewing with Mr. Thompson in some transaction with the Indians. In reply to him, Mr. Brown, of Mississippi, said: "If they (the Senate) noticed the senator from Michigan closely, they would have perceived that most of the other charges, and all the important ones, were in some way connected with the transactions of the Ewings, which I must remind the Senate again have no sort of connexion whatever with Mr. Thompson. The senator talked of Ewing and Thompson, and Thompson and Ewing, and mixed them up together, so that a charge made against one is to be received against the other. But if there is any specific charge against Thompson in reference to the particular transaction, and it is stated separately by itself, I will undertake to answer it; but, as I have stated in the outset of the desultory remarks I have just made, I did not come here asking any legislation for the Ewings. I know nothing of their dealings with the Indians. They have never been under my observation or examination, and have nothing whatever to do with the amendment. I have presented it, and I ask for a vote upon it on its own merits." "There is no amendment pending here to pay them (Ewings) anything; they have no sort of connexion with this claim or with the claimant, so far as I know or have reason to believe."

A reference to the whole debate on the 14th and 15th February last, in the Senate, on the memorial of Mr. Thompson for relief, will satisfy you of what you were previously aware, that he enjoyed, in a high degree, the confidence of senators.

He had been a member of Congress. He was privileged to the floor of that body. The senators who favored his claim for relief expressed the greatest confidence in his integrity, and the warmest feelings of regard for him.

Mr. COOPER said: "I have known him (Thompson) well, and do not believe that he is capable of a dishonest act."

Mr. BROWN said: He was "as honorable a man as has ever served in Congress."

Mr. PETIT said: "I take great pleasure in saying to the Senate, that I know no man of more high, more pure, more honest, or more upright intentions or motives."

I might multiply commendations of Mr. Thompson from the debate, and also introduce unkind remarks which were made by senators in

relation to the head of the Indian Bureau, but it is not necessary, nor perhaps proper to do so.

In reply, however, to the positive assertion of Mr. Thompson that he had no connexion with the Messrs. Ewing, and that they had no interest in his fee in the matter of the Menomonee claim, and in reply to the unqualified assertions of senators to the same effect, (made upon his authority,) I am able to submit two papers, which establish the connexion beyond all possibility of doubt. The first is an assignment, executed by R. W. Thompson to W. G. and G. W. Ewing, which conveys *one half* of his claim to them! The other is an instrument executed by the surviving partner of the Messrs. Ewing, abandoning their half of the claim to Mr. Thompson, as they supposed the money could not be obtained from the treasury without such abandonment. At the very time Mr. Thompson was making the denials to you of all connexion between him and the Ewings, at the very time he was inducing venerable senators to do the same thing. At the very time Congress was passing the law, reposing upon that false statement, he was upon the floor of the body with that paper, doubtless, in his pocket! You will find it among the papers in the case, endorsed upon his "agreement" of the 15th February, 1851, in his own hand writing, and is as follows: "*For value received, I hereby assign an interest of one half in this contract to W. G. and G. W. Ewing. R. W. Thompson, Washington, August 2, 1852.*" After Congress adjourned, Mr. Thompson and Geo. W. Ewing had to present to the Treasury Department the alleged agreement with the Menomonees, in order to obtain the money which they had induced Congress to grant under such statements. This brought out the assignment. To prevent the exposure from depriving them of the money thus appropriated by a deceived Congress, they devised, Mr. Thompson prepared, and Mr. Ewing executed, the following instrument, with a *false date*, (but which is exposed by the instrument itself,) abandoning the rights of the Messrs. Ewing to Mr. Thompson:

"WASHINGTON, February 9, 1855.

"This is to make known that an assignment of an interest of one-half, by Richard W. Thompson, of an agreement between him and the Monomonee Indians, dated February 15, 1851, whereby they agreed to pay him a certain amount for prosecuting a claim for additional compensation for lands sold the United States by the treaty of 1848, to W. G. & G. W. Ewing, has been cancelled between said Thompson and said W. G. & G. W. Ewing, that the same may be treated as of no effect by the Secretary of the Treasury and the accounting officers of the treasury, and the whole of the money appropriated by Congress by the civil and diplomatic act, approved March 3, 1855, be paid to said Richard W. Thompson, *according to the terms and conditions of said act*. Witness my hand and seal the day and year aforesaid.

"GEO. W. EWING, [L. S.]
"*Surviving partner of W. G. & G. W. Ewing.*"

Not only were the Messrs. Ewing the half owners of the claim, but,

as appears from a letter written by George W. Ewing to one of his half-breed friends in the Pottawatomie country, in Kansas Territory, shortly after this sham cancellation at the Treasury Department, he actively aided in the prosecution of this Menomonee claim, and in getting the treaty of May 12, 1854, amended. He wrote thus, under date of March 13, 1855. (I quote from the original letter.)

“The attorney for the Menomonees and myself, after working four years, found and established the fact that the United States owed that tribe \$613,540, and this they would have recovered, but a rascally and dishonest government officer sent out secretly to the tribe last spring and there fooled them out of it, and got them to sign a sort of a treaty, by which they agreed to give up all that the United States owed them for \$150,000.”

“They were scared and almost forced to sign away their rights, just because they were simple people. Now, when the rascally secret treaty came here, before the Senate, their attorney and I opposed it, and got the Senate to add on \$92,000 more, so that the tribe gets \$242,000. They were fully entitled to \$613,540, so they were wronged by a government officer out of \$371,540. So much for these wolves in sheep’s clothes—these loving, pious, honest ‘guardians’—who are so very afraid that some ‘heartless trader or attorney’ will cheat and wrong the poor Indians.”

Having thus conclusively proved the connexion and the interest of the Messrs. Ewing in the fee of Mr. Thompson in the case of the Menomonees vs. the government, I will now refer to some facts going to show that Mr. Thompson was interested with the Messrs. Ewing in their prosecution of claims against the Indians.

By the treaty of 1848 the sum of \$30,000 was set apart to pay the debts of the Indians, and in June, 1849, those who were claimants filed their demands against the Indians. The \$30,000 was believed by the commissioner who made the treaty to be ample to discharge all the just liabilities against the tribe. Commissioners were selected, by and with the approbation of the Indians, to investigate the claims against them, and the money was turned over to the chiefs, and appropriated and paid as they found it to be due to the claimants, respectively, on the 8th October, 1849. Claims amounting to more than \$100,000 were filed against the Indians. Before the distribution of the money, George Cown obtained a “national obligation” against the tribe. As I regard it as a very important paper I quote it entire. It is dated—

“LAKE PAW-HE-GAN, May 29, 1849.

“We, the chiefs of the Menomonee nation, wish and most sincerely desire that the sum of twelve thousand dollars be given to George Cown, our Indian trader at Lake Paw-a-he-gan, out of the thirty thousand dollars that belong to the Menomonee chiefs, as specified in the 4th article of the last treaty that was concluded and signed by ourselves at Lake Paw-a-he-gan on the 8th day of October, anno Domini, 1848. We desire that no deduction whatever of the sum due by us to George Cown, as he is known to us to have traded very hon-

estly with the Menomonees during the last few years that he has traded with us, and has been placed amongst us by ourselves."

This instrument is executed by "*Osh-kosh, the first chief of the nation,*" and by sixteen others. It has the following certificate: "I do hereby certify, as one of the witnesses, that the above is a faithful expression of the intention of the Indian chiefs whose names are here subscribed." It is attested by F. J. Bonduel, superintendent, William T. Webster, and George Webster, and sworn to by Rev. F. J. Bonduel before G. F. Wright, notary public. There was paid to Cown out of the fund of \$30,000 the sum of \$3,657, and not \$12,000. The obligation in his favor for \$12,000 was not presented to the commissioners, and there is nothing registered by them as due to Cown. The \$30,000 was turned over to the direction of the chiefs on the 8th October, 1849, and by them distributed among their creditors on that day, in the presence of the sub-agent and interpreter, and John B. Jacobs, Charles Fuller and others, who certified that the distribution was a fair and equal one among the creditors of the Indians. The \$3,657 was paid over to Cown on the 8th October, 1849, in the presence of Richard Chute, the junior partner of the Messrs. Ewing.

On the 23d of January, 1850, the Menomonees made another obligation in favor of Cown, reciting the former one and the amount due thereon and unpaid, being \$8,343, and "in open council assembled," they did earnestly petition and respectfully request the President of the United States to direct that said sum of \$8,343 be paid to George Cown out of such moneys as may be due the Menomonee Indians from the United States, and in such manner and at such times as he, in his wisdom and care for us, may deem proper and just." The Indians state in the body of the last obligation that they had made to Cown, on the 29th May, 1849, an obligation to pay him \$12,000 out of the \$30,000 provided by the treaty of 1848 to pay debts, that at that time they justly owed him \$13,272 78; that as their wishes were not carried out and the full sum of \$12,000 paid to him as they desired, "owing, amongst *other reasons*, to the large demands brought against our tribe by individuals who do not and have not lived amongst us, and who have furnished our tribe with immense quantities of ardent spirits, and who in the distribution of said sum of \$30,000, on the 8th day of October, 1849, succeeded in obtaining a large share of the same, whilst our friend and legitimate trader, George Cown, who has never either sold or given us ardent spirits, but has always dealt justly and fairly with us, received only the sum of \$3,657 instead of the sum of \$12,000 we had promised, and was justly due." The instrument requests that as the rules of the great father will not permit them to dispose of the money at the annuity payments, so as to pay this "just debt," and as the same is due, they pray that it may be paid. There are eleven Indian names attached. And F. J. Bonduel, superintendent, G. F. Wright, and one or two others, state thus: "The foregoing signatures were made in our presence." Talbot Pricket swears, "that he is acquainted with the Menomonee language, and that on the 23d of January, 1850, in open council, at Lake Pawhay-ken-nay, he explained the contents of the foregoing paper to

the chiefs whose names are thereto attached, and the same was fully understood by them." His affidavit is dated January 23, 1850, and George F. Wright, notary public, certifies that he is acquainted with Talbot Pricket, an interpreter of the Menomonee Indians; has known him for seven years past; "he has always borne a good character, and his statements are entitled to unqualified belief." The obligation for \$12,000 is in the hand-writing of F. J. Bonduel, and the one for \$8,343 is in a familiar hand, and easily identified in this office. Additional testimony was filed in the case, when Reverend F. J. Bonduel further testified to the validity of the instruments and the justness of the claim. George Cown himself swore to the justness of the claim. Edward F. Sawyer testifies to the same fact, and so, also, does W. A. Webster, clerk of Cown. They testify before George F. Wright, notary public. The attorney in the original argument of the case, when this claim was presented to this office among other things, urged the fact that "Cown was the only person trading with said Indians who prosecuted trade and traffic with them on their own land under government license during any one of five years (that is, from 1844 to 1849) continually; that he is well and favorably known in this region (Wisconsin) for his integrity, honesty, and good deportment in his business transactions."

Both of these obligations were executed in the absence of the sub-agent, or other person whose presence and official action is usual in such cases, but the "superintendent and missionary," Mr. Bonduel, was there, however, and it was thought here that his high office, being the pastor for the Menomonees, was a guarantee that the obligations were made in good faith in favor of an honest claimant, for an honest demand, and the various special reasons which were presented in the testimony, and referred to by the attorney in the case, in connexion with the high character of that gentleman were deemed sufficient in the judgment of the then commissioner, to authorize and direct the payment of the claim, after the additional testimony of Bonduel and others was filed. It was ordered to be paid, one half from the annuities of 1850, and the other half from those of 1851, and was paid to the party authorized to receive the same in equal parts, in January, 1850, and January, 1851.

Sub-agent Bruce had some difficulty with Rev. F. J. Bonduel, in relation to the manner in which these obligations were obtained, and it is stated in papers here that the explanations made to the sub-agent by the pastor were in direct conflict with his affidavits in a very important particular.

Mr. Thompson, in his letter to you, seems to regret that I had said anything in my report which made it necessary for him to speak of Bruce, who was then deceased, and who had left an amiable family. "He was," says Mr. Thompson, "the government sub-agent amongst the Indians when I first became their attorney, and was violently opposed to my having anything to do with their business. But as the Indians on their *first* interview with me had told me they had no confidence in him, and they believed he had *embezzled their money*, his opposition made me the more anxious to protect them. They were *afraid* of him, because he was a government officer, and begged *my*

protection against him. At the very first interview between the Indians and the Commissioner of Indian Affairs, after they had spoken to me, he insisted, as the Commissioner now does, that they had no right to appear by attorney, and that they should only speak and make known their wishes through him. As I considered this a very convenient doctrine, behind which a dishonest agent might shelter himself, I insisted that the Indians had a right to employ an attorney, as it might sometimes be the very means of detecting the improper conduct of such an agent. My views prevailed, and it was afterwards discovered that the suspicions of the Indians in reference to him were well founded."

This simple and apparently candid narrative refers to the time that Bruce was here with the delegation, in September, 1850, and when Mr. Thompson obtained his *first* power of attorney. The next time he saw Bruce was but a few days before the 24th of April, 1851, on which day the contract between W. G. and G. W. Ewing and Bruce bears date, by which they agreed to pay Bruce \$10,000 as a contingent fee for services therein set forth, and the original of which is on file in this office. In that conversation, Mr. Thompson states that Bruce said "that he had been prosecuted and broke up." "To this I replied," says Mr. Thompson, "that if I had done anything that led to the discovery of his *embezzlement of the money of the Indians*, I had done it in the line of my duty, and had no explanation or apologies to make for it." After detailing the conversation at some length, Mr. Thompson says that Bruce made corrupt overtures to him, and that "I (he) expressed myself immediately to him in very strong language, and characterized his proposition as a corrupt and impertinent one. I told him that I understood his proposition as a direct offer to *sell himself to me* for money to conceal the truth or tell a falsehood if required; that I had no money to give and no promises to make to a man who was so base as to make such a proposition; that if he had any honesty he would tell what he knew regardless of consequences; * * * * but that whatever he did he must never speak to me again." Mr. Thompson says that, among other things, Bruce did attempt to throw suspicion on his agreement, "not by alleging anything against its fairness, but by insinuating that the head chief had not signed it."

I will hereafter refer to this single statement in such a way as to show that Bruce had a knowledge of facts in relation to these transactions, which Mr. Thompson and the Messrs. Ewing knew would throw suspicion on them, and that there was a motive other than a desire to protect the government, in making the contract with Bruce, to obtain his services, or rather to buy him off from throwing any obstacles in the way of the prosecution of the claims against the Indians.

Although Mr. Bruce proved after his removal to be a defaulter, yet it does not appear that he was so regarded here in September, 1850, or that he was removed for that cause; on the contrary, the books show that on the 12th of September, 1850, after Mr. Thompson's power of attorney was executed "in the Indian Office," the bureau placed in Bruce's hands \$18,353 50 of Indian funds for his agency. Mr. Thompson says that the Indians regarded him as a defaulter, and that in the first interview he had with them they expressed a want of

confidence in Bruce, charged him with embezzling their money, and were afraid of him because he was a government officer, and begged that gentleman's protection, and that their representations and Bruce's conduct made him anxious to be employed as the "means of detecting the improper conduct of such an agent."

As Mr. Thompson has alluded to Mr. Bruce in the way that he has with a view of explaining the objects designed to be accomplished by the contract between Ewings and Bruce, and has referred to the resistance which Bruce made to his being employed as attorney, and the motives which governed them both, I deem it but an act of simple justice to let Mr. Bruce be heard also, and especially in relation to the embezzlement which the Indians charged him with. And first I propose to let him state how Cown's obligation for the \$12,000 was obtained from the Indians by Messrs. Bonduel and Cown, and in relation to which he had been brought into unpleasant controversy with them. He says, "shortly after I left the neighborhood, (see Grignon's letter XII,) Cown and Bonduel arranged it. They prepared a feast and sent for Osh-kosh. No interpreter is present, and there is not a single Indian, whose name appears on that paper, who can speak or understand a word of English, only from white persons present. Bonduel, Cown, Cown's clerk, Webster, and another young man, whose name is given as Webster also, but whom I never heard of before and can find no one who ever did. Mr. Cown *interprets for himself* and gives himself \$12,000." Mr. Bonduel sets down "this *declaration* of Mr. Cown's (in his own favor) as the expressed *intention* of the Indians." They whisper together; Mr. Bonduel very innocently asks Mr. Cown what it means, who replies the Indians wish to give him \$12,000; the cry is raised, sign, sign the paper. Although the Indians have heard nothing, they confidently touch the quill, for there sits their father in God to protect them, and he knows what the whispers meant if they do not; thus fortified and *secure in his presence*, they eat the creature prepared for them, in utter unconsciousness of having been made to promise to pay \$12,800 for it—(they made an obligation for Bonduel at the same time for \$800.) What *really* took place at that clandestine and mercenary caucus will, probably, never be known, as the only three who could give the necessary revelations are interested in concealing the facts, and as for the other Mr. Webster, of whom Mr. Bonduel speaks, it seems that he "appeared for this occasion only," and then suddenly stepped aside, and left no trace or footprint as far as I can learn.

It is important to observe that Mr. Bruce is here describing the origin and foundation of Mr. Cown's obligation for \$12,000, which was paid to the full amount of the bond, \$8,343 of it having been passed upon and allowed at the Indian office by the then Commissioner. By referring to Grignon's letter XII, I find that "Little Wave" informed Grignon that "the brave made them a speech, the rest of the business was done in whispers, *like young men courting at night*. We sometimes have the pleasure to hear the sweet words of the courting party, but in this case it was impossible to hear anything. They cried out everything is right, sign the paper, and I did sign it, but am very sorry for it," &c.

I will now give Mr. Bruce the opportunity of stating, in his own words, his advent into this city, about the 1st September, 1850, with the Menomonee delegation, where it seems Mr. Thompson and Mr. G. W. Ewing were awaiting his arrival. He says: "Upon the failure of Law, (to accompany an exploring party to visit the Crow Wing,) at the request of the Indians I engaged the services of Colonel Childs, and the tour was pleasantly and satisfactorily performed, and during the whole journey I heard of no particular objection to the country we visited, with the single exception of the alleged scarcity of game. Upon our return to the nation, having both the written and verbal permission of the Commissioner of Indian Affairs, I determined to gratify the anxiety of the Indians to visit their great father. When we reached the seat of government, much to my regret I found that the Secretary of the Interior and Commissioner of Indian Affairs were both absent, and the Acting Commissioner of Indian Affairs too unwell to hold an interview with the delegation. This truly unfortunate state of affairs caused great embarrassment to me and dissatisfaction to the Indians, to whom it was difficult to explain matters; and it also gave the indefatigable Bonduel and Cown, who had followed on and never lost sight of the chiefs for a moment, time and margin out of which to concoct new elements of mischief, as well as to mature their plans of speculation, in conjunction with their *partners* or *employés* then in this city, and no doubt awaiting their arrival with the delegation. After several days delay it was then finally arranged that the then acting chief clerk should receive the delegation."

"I informed the delegation of the arrangement made to receive them, and they cheerfully commenced preparations for the visit. Just as they had completed their toilette, omnibusses waiting at the door, and all was ready for a start, Bonduel and Cown arrived, in apparent great haste, and passed into the room occupied by the Indians. After waiting for some time for them to come down, I went up to their room to see what detained them, and my worst fears were realized when I found them stripped of their finery and lying down. The transfer had been consummated. The pagans were willing to go, but the Catholics said they must go to see Mr. Thompson before they could accompany me to the Indian office. I was by no means taken by surprise, for I well knew the malign influences that had been at work whilst I was forced to await the action of the office; the prey was at last bagged. The next day the Indians signified their willingness to go to the Indian office, the programme having, I presume, been in the meantime agreed upon by the vigilant Messrs. Thompson, Ewing, Bonduel and Cown, all of whom were present."

Mr. Bruce's statement that the delegation failed to visit the Indian office, on the day first arranged for that purpose, is corroborated by the recollection of Mr. Mix, who was to receive them; and there is evidence in this office which leaves no doubt that they had had interviews with Mr. Thompson, in the absence of their agent and interpreter, before the meeting of the 4th of September, 1850; on that day the delegation had an audience, and as there is a record of it here, made at the time, I will introduce all of it that is pertinent, as the best evidence of what took place. The sub-agent and interpreter, Bonduel,

Cown, Grignon, Thompson, G. W. Ewing, and others, were there, and the talk is as follows :

“Osh-kosh said the delegation had come here for the express purpose of relating circumstances connected with Mr. Medill's proceedings among them, and concerning the treaty which Mr. Medill had made with them. And as the time for their removal, under that treaty, had nearly expired, *one principal object of their visit was to obtain permission to remain longer in their country—they wished to stay where they were another year.* He said that the delegation had all signed a petition, which they wished their father (Mr. Mix) would look at—it was in the possession of Hon. Mr. Thompson, (who was present.) Thompson presented the paper, and, after some explanation from Mr. Mix of the nature of this interview, *that it was merely to ascertain the objects of their visit, and not that anything was now to be decided, &c.—that that would be done by their great father, when the wishes of the delegation were properly brought before him, &c.—the Indians requested that Mr. T. should read the paper, which he did.*”

Mr. Mix then asked if the delegation had any other matters which they desired to be laid before their great father, in addition to the matter stated in the paper just read. It was proper that all the objects of their visit should be made known for the action of the President, and he would now hear anything further they had to say, and would have it put down to be sent to the Indian chief, &c.

“OSH-KOSH then spoke of their annuity moneys being applied to the payment of claims against his people. *He had heard that a large sum had been paid away for their debts, and he was opposed to such payment.* \$30,000 was set apart for paying their debts, and he was unwilling that any more should be paid. (Several of the other Indians assented to what Osh-kosh had said, and said they were all of one mind.) *Osh-kosh wished to know about this payment of claims against them; that it was not intended that their annuity money should be applied to pay claims; that a door would be opened for other improper claims,*” &c.

(The last remark was interpreted by Mr. Charles A. Grignon, who stated that Osh-kosh wished him to say this much for him.)

“LAMOTTE said, he had signed a requisition for the claim Osh-kosh alluded to, (the name of a Mr. Cown, who was present, was mentioned in connexion with the claim in question,) but he, Lamotte, had signed said requisition with the expectation that the amount was to have been paid out of the \$30,000, *and not out of the annuity money.*

“Wah-he-chon: the Indians had expected, when the treaty was made, that this \$30,000 would be placed in their own hands, and that with this they would pay their just debts. But, instead of this, the money was sent to the agent, and he had distributed it among the claimants as he pleased.

“Here the Rev. Mr. Bonduel stated that the chiefs were laboring under a mistake as to the payment of the claim they had spoken about, (Mr. Cown's.) It was out of last winter's payment this claim had been settled. That it was a just claim, and the chiefs knew this, and that *the chiefs themselves had met and requested that the claim should be paid in the presence of many respectable witnesses.*

"*Shaw-ne-ke-ness-ish* said he was of the same mind with *Osh-kosh*; that he had *never heard* of this claim being paid *until* he reached Washington, and that himself and others had not consented to its payment.

"Rev. Mr. Bonduel stated that it was the chiefs of the *Christian party* who had requested the payment of the claim, as Mr. Cown had been their regular trader, and that the money was *justly due*. But that several of the pagan chiefs had also signed the paper requesting the payment.

"*Sheet-neh-shaw-no-pi-nas-seh*, and *Chee-quotish* desired to have their names put down as chiefs who *had not signed the paper* for the payment of the claim. They were *opposed* to its payment, &c.

"Mr. Bonduel again spoke *with some warmth* about Mr. Cown's claim. He wished to say now *in the presence* of the sub-agent and the traders who were also here, that this was a *fairer* claim than many others that had been paid. He had no interest beyond seeing that justice was done to Mr. Cown; he (Mr. B.) knew also about it; he was the priest to *these Indians*, and knew that claims of other traders were paid which were for whiskey sold to the Indians. Much of the money was paid to whiskey traders, who came among the Indians to their injury and degradation. But this was an honest claim, and he was glad to have an opportunity of saying so here *in the presence of the traders who had got much of this money, and of the agent who had paid it*.

"Other remarks about the character of the claims paid were made by Mr. Grignon, &c., when Mr. Mix suggested that this was not the time to go into such a discussion; that if the President desired to investigate the matter, it would then be proper to speak of these things, &c.

"After considerable conversation, &c., between Hon. Mr. Thompson and Sub-agent Bruce, in relation to the writing of the memorial presented to-day, and as to the objects of the visit of the delegation, &c.,

"Carron, a minor chief, said he was here as the representative of *I-haw-a-ton*, who could not come himself, and that *I-haw-a-ton* was next to *Osh-kosh*, and was second great chief of the tribe; that the young man here, *Kee-chee-new*, would be the chief after *I-haw-a-ton's* death; that he had been instructed to see their great father, and make known to him the grievances of the *Menomonees*. He had spoken with all the other Indians of the party here, *and they had all agreed together that no other business would be mentioned by them or brought forward until after the question of their remaining on their land another year was settled. That matter they all wanted to have settled first, and then they would bring up the other matters they had to complain of*. They had many other things to speak about after the removal subject was disposed of. It was not intended by the party to talk about anything else *now*, and they did not wish other subjects taken up. (All the Indians signified their assent to this.) He said they would consult among themselves about the other matters, and if their views were unanimous they would make those other matters known. They now wished to close the interview."

Now, it will be perceived that the Indians in their talks said not one word about the land Commissioner Medill "cheated" them out of.

They did not say one word about any claim for additional compensation, and all that they said was that they would relate "circumstances connected with Mr. Medill's proceeding among them, and concerning the treaty which Mr. Medill had made with them."

They all agreed that the first business to be determined was to obtain permission to remain in Wisconsin longer—to remain another year.

They spoke of their annuity money being applied to pay debts, and Osh-kosh was opposed to such payments. All the Indians agreed about this. Osh-kosh said he did not want "a door opened for other *improper claims*." There is but one expression among the delegates, and that is, opposition to the payment of this claim. It was Cown's claim—the same that Bonduel had sworn was *just*, and that the *obligation* was the *voluntary act* of the Indians. But, fortunately for them, they were then in the presence of a friend, who had been moved towards them because they had importuned him to protect them from the agent who had "embezzled" their money. Bruce was there, too, but he must soon meet with merited exposure; the Indians believed that he had embezzled their money, and were afraid of him because he was a government officer; and his opposition to the employment of Mr. Thompson made that gentleman "*the more anxious to protect them*." And here was a case at hand. There was still one half of the \$8,343 which the department had allowed unpaid, and would be remaining in the treasury until the next January; that will, of course, be saved; for, although the power of attorney dated the 9th of September was not yet executed "in the Indian office," still their friend *knew* the fact, and *he* would take steps to have it stopped.

Look at that group in the Indian office: a delegation of Menomonee chiefs, helpless denizens of the forest; an agent whom they believed had embezzled their money, that very money they are talking about; Cown, who got the obligation, to satisfy which the department had appropriated the annuities; Bonduel, the pastor, who swore to its verity, and that the claim was just; and Richard W. Thompson and Geo. W. Ewing and their associates, each and all of whom had used every artifice to prejudice the Indians against Bruce; there they all stand face to face, the Indians confiding in their pastor, and in their new friend and attorney. Look at them, and startle not, sir, when I say to you that Geo. W. Ewing was the man who got the money, Cown being only one of the many convenient and useful men of that firm in the Indian country, and Richard W. Thompson was the attorney who argued the claim through the Indian office! There they are, Mr. Thompson and Mr. Ewing as attorney and claimant, with one half of that money in their pockets, to which they added the other half in January following! At the very time Mr. Thompson wrote his plain and succinct statement of facts to you, and at the very time he pressed that paper on the consideration of senators, the recollection of this incident, and the crushing fact here disclosed, must have been fresh in his memory!

On the 9th of September, the Acting Commissioner was able to be

at the office; and the delegation and their friends again appeared at the Indian Bureau. There is no record in this office of that day's proceedings, and I shall therefore refer to Bruce's narrative of it. When that is read, you will perceive that it explains why. There was no recorded talk with the Indians; nothing done, except that the Acting Commissioner endorsed upon the paper, without reading the same or having it interpreted, "Done in the office." But let Bruce speak again. He says, "Mr. Thompson again came forward to open the business on the part of the Indians; he (the Acting Commissioner) declined to hear him, on the ground that the government had provided for such cases by the appointment of an agent to conduct their business, and make known their wants and grievances, and that said agent had accompanied them for that purpose, and was their friend, and ready to do so. The seeds of mischief, however, had already been sown. * * * * * Mr. Thompson used imperious language to the Acting Commissioner, accompanied by violent gesticulations; and, when the interpreter was told to say to the Indians that their great father would not be pleased when he heard they had brought a stranger to speak for them before the agent he had given them was heard, Mr. T. *stopped the interpreter*, and, in excited language, objected to its being interpreted to the Indians. The interpretation, however, was again ordered and given under the protest of Mr. Thompson. He then presented a paper, and was asked if it treated of the business that brought the delegation to the seat of government, which question he refused to answer, but demanded its unconditional acceptance. The Acting Commissioner then offered to read the document, reserving to himself the discretion of receiving it or not; that if it interfered with the functions of the agent, it would not be received, and that if it did not, it would. He further said, he only sought to sustain the agent and show the Indians that any disrespect shown towards him would be received as disrespectful to the government. This proposition was peremptorily refused, and the demand renewed that the paper should be unconditionally received or rejected. The Acting Commissioner then told him that the audience was expressly held to hear what the Indians had to communicate to the government, and that, after this special interview was over, his document would be received and considered."

In his speech before the Indians on the 7th of September last, Mr. Thompson confirms the statement of Bruce, and says, "I wrote a paper for your chiefs then at Washington. I went to see the Commissioner of Indian Affairs, and he would not take the paper. I went to the President, and then the Commissioner took the paper." (I have reason to believe that Mr. Thompson did not go to the President, as he states, but started to go, and the Acting Commissioner followed him into the hall, and, after a conference, they returned, and the endorsement was made upon the power of attorney.)

With a power of attorney thus obtained and executed, without the certificate of any interpreter that the Indians understood one word of it, a paper witnessed by Bonduel and Jacobs, Mr. Thompson is inducted into the attorneyship of the Menomonee Indians. In the preliminary steps which he took with reference to the interests of his cli-

ents, it does not appear that any more interviews were held with the head of the Indian Bureau by the delegation. They had confidence, I presume, that Mr. Thompson would be faithful, and therefore did not press another talk; and from the incidents above narrated and facts disclosed, it is not to be supposed that Bonduel, Cown, Thompson, and Ewing would suggest to them another visit to the Indian office. But it seems he doubted the sufficiency of this power, thus obtained, and sent to the Indian country for a new one, and that, he alleges, he obtained at Lake Paw-aw-hay-ken-nay on February 15, 1851; and, at the same time and place, of their own accord, he states that the Indians made an agreement to pay to him the one third part of the amount he should recover for additional compensation for lands sold by them by the treaty of 1848. He did not consult the Indian office, but, without the knowledge of the Commissioner, he determined to obtain this agreement. Bonduel, Cown, Prickett, Jacobs, and Powell, the United States interpreter, were here with the delegation. They were all well acquainted with Geo. W. Ewing before, and they had formed the acquaintance of Mr. Thompson here. In getting up the obligation for Cown for the \$12,000, and in aiding Mr. Thompson to obtain his first power, *he* had discovered their remarkable qualifications for preparing Indian instruments; and they all had claims against the Menomonees. He could rely upon them, and the Menomonees reposed all confidence in them. There were reasons, however, of a grave character for sending up to Wisconsin, as a special agent, some person who had experience, and Mr. Chute, (the junior partner of the Ewings,) was selected for that purpose; but, not being able to go, Mr. Wm. G. Ewing, the senior partner, was detailed for that duty. There was trouble in the Menomonee country, for Mr. Thompson writes to Bruce that he desires him to aid Mr. Chute in getting up new papers that will enable him to conclude an agreement with the President. And he concludes that letter thus: "*As you keep so still you must be getting quiet up there. I hope so.*" Now, this letter is dated in this city, January 20, 1851, and sent to a man whom Mr. Thompson told you, in his plain statement of facts, had "violently opposed" his having anything to do with the business of the Menomonees; and that one object he had in becoming the attorney of the Indians was his anxiety to protect them from Bruce, a man whom he assured you the Indians "would have nothing to do with," and that they would not be advised by him in anything; a man who, he says, had embezzled their money, and whom he alleges to have been a corrupt agent in September, 1850. It is well known that Bruce did oppose him in September; the contract with the Ewings, the attorneys for the claimants against the Indians, for the \$10,000 contingent fee to Bruce, may explain the change. Bruce did change.

It is to be observed that Mr. Chute, whom Mr. Thompson selected, as his agent, to visit the Menomonees, is of the firm of Ewing, Chute, & Co., who had then in hand the prosecution of the claims against the Indians; and he had been up in that country before, for Mr. Thompson remarks, in writing to his *clients* and speaking of Mr. Chute, "*whom you all know.*" Mr. Chute had been in the Menomonee country *about the time* the Cown obligations were made, and was

so attentive an observer as to indorse upon the \$12,000 obligation, which Bonduel and Cown made by whispers, like young men courting in the night, the following words: "\$3,657. Received, Lake Paw-hay-gone, October 8, 1849, on the foregoing, three thousand six hundred and fifty-seven dollars." George Cown. "In presence of Richard Chute." But for some reason, not mentioned even in the "private" letters of the parties which are on the files of this office, Mr. Chute did not go, but Mr. William G. Ewing, the senior member, and a gentleman of large experience in Indian matters, went up to the Menomonee country, as the agent of Mr. Thompson, to get the Menomonees to execute instruments of writing which that gentleman desired. He is supposed to act as his principal has directed, and to be advised of *his* views; and he was one of the attorneys for the claimants, and advised as to *their* interests. The power of attorney of February 15, 1851, is merely a confirmation of the first one, and the contract is to the effect that the Indians will pay to Mr. Thompson one third of the sum he may recover from the United States. There is not a word in either of these powers confiding to Mr. Thompson the duty of preventing their removal or endeavoring to provide a home for them in Wisconsin—not a word; nor is there any provision in the agreement that he is to render this service. The Indians stated in the Indian office that their main principal business here was to obtain permission to remain in Wisconsin a year longer. Their attorney and his co-actors did not incorporate that in either of the instruments, and did not intend to interest themselves in relation to that matter, so important to his clients, as I will show.

Mr. Ewing, in his letter to Bruce, dated March 29, 1851, *after* he had returned from the Menomonee country, and speaking of the removal of the Menomonees, says "*the contract for that object will be an object*; and so thought his principal; and, although the Indians were not removed to Crow Wing, the importance of controlling the removal was so impressed on the parties that Richard W. Thompson and George W. Ewing actually obtained the contract for their removal to the Wolf and Oconto, and received \$24,900 for the job.

And here may be an appropriate place to dispose of the contract or agreement of February 15, 1851. I think I may safely say that it was never exhibited in a council of the Menomonee nation, or a council of the chiefs of the Menomonees; that those whose names are attached to it never had it in council even. It appears to have been prepared in advance. Its execution is witnessed by Rev. F. J. Bonduel, George Cown, John B. Jacobs, Talbert Prickett, and Edward F. Sawyer, who certify to the faithful interpretation, that being done by Jacobs and Prickett, and that it was done in common council of the Menomonee nation on the 15th February, 1851.

But Mr. Thompson has kindly submitted to the Secretary of the Treasury among his papers the original instruments, the power of attorney and the agreement of February 15, 1851; and he says in his memorial to Congress, that "in the same national council in which they executed the new power, they also executed an agreement whereby they promise to him that he should be paid one third part of whatsoever sum should be allowed them by the United States." Now, I

have these two papers before me. The agreement is in the handwriting of an individual with whose chirography the gentlemen of the Indian office are familiar. All the certificates attached to it are in the same handwriting, and the body of the instrument and the certificates appear to be written at the same time, and with the same ink and pen. The body of the instrument states that it was made on the 15th February, 1851, in common council; Wright, the notary public, certifies that it was acknowledged before him by the chiefs on the 17th February, 1851, at Winnebago county. Baldwin, the clerk of the court, attests the official character of Wright on the 19th February, 1851. The date of the certificate of the land officers at Green Bay is the 28th February. And the certificate of Bruce, agent, and Powell, interpreter, is dated on the 10th March, 1851; and yet I am led to the conclusion that, with the exception of the filling of some blanks in the certificate of the clerk of the court and his signature, and the signatures of the land officers, and of Bruce and Powell, that the entire paper and certificates must have been written at the same time, and with the same pen and ink. William G. Ewing, jr., and George F. Wright, both attest the power of attorney of that date, but their names do not appear as witnesses to the agreement, although both are represented to have been made in the same national council, the agreement having been drawn up and executed after the power of attorney was executed and reference made in it to the power. The power of attorney appears to be in the same handwriting, but shows unmistakably that the penman had not the same facilities and accommodations for writing when it was drafted that he had when it was written. Why Notary Public George F. Wright did not take the acknowledgment of the *chiefs in the council* on the 15th, as he was there, I will not undertake to explain. It would seem to me to have been the better and the only proper course; and why he and young Ewing did not witness the execution of the agreement, I will not answer. Mr. Wright, I may remark, is the same gentleman, I suppose, to whom Mr. William G. Ewing, sen., alludes in his "private" letter of March 29, 1851, to Bruce, the agent, thus: "Colonel Thompson will be at Washington some time, and so will my brother. Write to them freely. You will find *them right and true*. If *that* could be carried out as we talked the matter over, it would result in a good profit. Write to my brother about this. I have said to him what was proposed between *you, Wright, and us*. We must try and make this business tell well yet." This is the agent of Mr. Thompson who had visited the Menomonees to have papers got up for his principal, as the latter doubted the sufficiency of his first power. He is writing to a sub-agent, who, Mr. Thompson states, had embezzled the money of the Indians, and that one object he had in becoming their attorney was to protect them from Bruce. But I alluded to this letter of William G. Ewing, sen., in this connexion, to enable you to form some opinion of who Mr. Wright is; and the part he has performed so well in making certificates under seal may be better understood. Mr. Thompson told you, in his narrative of facts, that Bruce did threaten, among other things, to tell that Osh-kosh did not sign the agreement. I am examining the paper now; it is lying before me; and it appears that

Osh-kosh's name is attached to it, and that his X mark is there—but thus, “by his son.” On looking down the other column, I find Ah-ko-no-nay, with his X mark, and thus, “by Osh-kosh, his father.” The paper then presents this singular state of things as to these two signatures—Osh-kosh is signed by the son as though Osh-kosh were absent, and Osh-kosh signs for the son as though the son were absent! Mr. Wm. G. Ewing writes to John B. Jacobs, from the town of Osh-kosh, on the 19th of March, 1851, that he has just returned from the Wisconsin, where he had been with Major Bruce, who, after seeing most of the Menomonees, “has kindly certified Colonel Thompson's papers, same as Colonel Babcock and Colonel Lea did like ones for us last fall, and for Colonel Thompson.” This agreement is attested by F. J. Bonduel, Geo. Cown, John B. Jacobs, Talbert Prickett, and Edward F. Sawyer, as the veritable gentlemen who were at the council, (Jacobs and Prickett being the interpreters,) where it was interpreted and executed by the Indians of their own free will, they having first fixed the compensation of their attorney. When your attention is called to the scene in the Indian office on the 4th of September, 1850, where Bonduel, Cown, Jacobs, Thompson, and Ewing, were all present; when you are referred to the clear, distinct, and unequivocal rejection and repudiation of the obligation which was in favor of Cown, which he and Bonduel and Prickett had sworn was faithfully interpreted to the Indians, and was voluntarily acknowledged by them, knowing the contents of the paper and the objects of it; when you recollect the facts of that interview, and they are the parties who are the attesting witnesses to this agreement, and to the fidelity of the interpretation, and that Jacobs is connected with Ewing and Thompson in Indian transactions, I think it unnecessary to remark further on the character of this agreement, except to state that it was an impossibility, in my opinion, to have assembled any portion of the Indians at Lake Paw-aw-hay-kon-nay at that time, other than the band or bands that might have wintered there. Wm. G. Ewing, sen., did not leave Fort Wayne to visit the Menomonees before the 5th of February, 1851, as is shown by one of the private letters which is now on the files of this office. In the winter of 1851, I am of opinion that it would have required almost the entire time intervening between the 5th and 15th February, to have travelled from Fort Wayne to Lake Paw-aw-hay-kon-nay, and then the Indians were separated, as they always are, in bands spending the winter, and at great distances from each other, some perhaps one hundred or more miles distant from Lake Paw-aw-hay-kon-nay in one direction, some fifty miles distant in another direction, and some thirty miles distant in another, &c., and the country to be travelled, in order to give them notice to assemble, being one in which, in the winter season, it is very difficult to get from place to place. But I have such evidence in writing from Ewing and Bruce both, as to enable me to demonstrate that the Menomonees were not at the lake, and that they never had such a paper before them in council! Mr. Wm. G. Ewing, on the 19th of March, in his note to Mr. Jacobs, says that he and Mr. Bruce have just returned from the Wisconsin, where they saw most of the Indians; but there were two heads of bands they did not see there, and whom he

advises Jacobs to hunt up and take to Bruce. Bruce wrote to this office, on the 6th February, 1851, that he would leave Green Bay that day to make his annual visit to the schools and smiths' shops, &c., of the Menomonees, which he had been prevented from doing earlier because of sickness among the Indians about Green Bay. He says, also, that the small pox was raging among the Menomonees and Chippewas in the northern part of the State; that he had feebly succeeded in arresting the disease, but would do all in his power to extend aid to them, and advise the department from time to time of his success. Mr. Bruce is not heard from again until the 22d of March, 1851, on which day he writes two letters to the office, in one of which he encloses what he states to be copies of the power of attorney and agreement of February 15, 1851, and says that on his arrival at Osh-kosh, about fifty miles from Green Bay, on his way to visit the schools and smiths' shops, he there learned the necessity of visiting a sick brother, who resides in the *south* part of the State, at a distance of about one hundred miles from Osh-kosh. "My brother's situation being very precarious, and unfortunately the *streams* and *roads* becoming so *impassable*, I was detained longer than I anticipated. Supposing no inconvenience could be derived in any part of my official duties, *I did not get back into my route until some days after the time I had expected.* * * * On my return to Osh-kosh, which is near Lake Paw-haw-ze-nun, I learned that there *had been* some business transactions among the Indians, and they wished to see the sub-agent. I visited them on the 10th of March, and they informed me that they had been to Green Bay, and, on inquiring, I found that there was some papers which they wished me to certify to; herewith please find copies of the same," &c. In another letter of the same date on Indian business. Mr. Bruce says: "While on my tour to the smith shops and schools among the Menomonee Indians, I made it a part of my business to learn the present location of this tribe, and also their feelings relative to their removal west, should it be required of them. *I find this tribe much scattered*, although there is a considerable portion of them in their own country, about and near their old villages and sugar camps. There are some on the Rock river, some on the Black river, and some on the Upper Wisconsin river, while others are at their usual place of abode, on the shore of Green Bay, north of this place." Mr. Bruce does not say one word about William G. Ewing being with him on the Wisconsin—not he; but it seems they were there together, and that the Menomonee Indians, instead of being at Lake Paw-aw-kay-kon-hay that winter, were in fact dispersed all over the country.

I will now call your attention to the instrument which has been called the memorial of the Menomonee Indians to the President and Congress, and in which all these former powers and agreement are referred to, and the Indians made to say that the agreement was made by the chiefs, by the authority of the nation, and that they had pledged the honor and faith of the nation, by the authority of the whole nation, to allow Mr. Thompson one third part of the amount recovered, &c., and wherein they say that he has faithfully attended to their business since the 9th of September, 1850, and has secured to

them a home upon Wolf river, in Wisconsin, and obtained the consent of the legislature that they may remain there, "which was the most important object to be gained by our said nation, as by the treaty of 1848 we were to have been sent to the Crow Wing river, west of the Mississippi, where we would have been destroyed by the Chippewas, Winnebagoes, and Sioux; all of which services have been rendered by said attorney, without the payment to him of a single dollar by our said nation; and whereas, we have lately made a treaty with the United States, by the provisions of which and the amendment thereto, made by the Senate of the United States, our nation is allowed, in addition to what they were allowed by the treaty of 1848, the sum of two hundred and forty-two thousand dollars, or thereabouts, to be made in the manner therein specified: Now, therefore," &c., we "do hereby request our great father the President of the United States and the Congress of the United States that he and they will pay, or cause to be paid, to our said attorney, Richard W. Thompson, the one third part of what is allowed our nation by aforesaid last named treaty, to be paid him in money at the city of Washington," &c. "Done in general council at the Falls of Wolf river this 4th day of October, 1854." Mr. Thompson was present when this instrument was executed, and you have in his plain statement of facts something about it. The superintendent had written to me that it was obtained in a council held in the night; that Osh-kosh handed it to him, in a council held after the annuity payment, and that he told the chiefs it was void, &c., with which they appeared to be satisfied. In reply to the superintendent's report, Mr. Thompson says to you: "This paper was executed by the Indians in duplicate, one being handed to me and the other retained by them. This was done at my request, for the following reason: that as I could not remain in the Indian country until the arrival of the superintendent, I desired that they should, when he came, hand him the paper retained by them, so that he could have an opportunity of ascertaining that it expressed the will of the nation. * * * The meeting of the council was fixed for two o'clock in the afternoon, but as it was desired by the Indians that every chief should be present, it did not take place until evening. The chiefs then met at the house of one of the principal men of their number, where there were also assembled a good many of the Indians and such whites as chose to be present. Everybody in the Indian village knew of the meeting, as there was no secrecy about it, and everybody attended who desired. * * * I insist, therefore, that I have a right to consider this act of the Indians in council, in handing this paper to the superintendent, and standing firmly by its contents, as an act equivalent in all respects to the most solemn ratification. It attaches to the paper a degree of solemnity not inferior to that which belongs to a treaty. It is the act of the whole nation in the presence of its members, and indicated by the signatures as well as the conduct of every chief and headman." He says: "If I had ever anything causing me to doubt their integrity, the conduct towards the superintendent would have removed the doubt. Even his authority as a government officer was not sufficient to persuade or force them to an act of repudiation." In addition to the fact that this

instrument is certified to by Cown, Prickett, Powell, Johnston, Kitson, Wright, &c., and which would be sufficient to stamp its true character, I have some other testimony, and of an undoubted character, which I shall here offer, and for which I am obliged to Mr. Thompson; but before I introduce it, I wish to quote a sentence from one of the speeches of Carron, in the presence of and in reply to Mr. Thompson, in the council in September last, when Mr. Clark was there, and the question he had submitted was under the consideration of the Indians.

Carron said, "Yesterday Mr. Thompson mentioned some occurrences of which I have no knowledge. When he came here last fall (we see now our father, the superintendent and agent present,) *we saw him off in the woods then, and I did not like it; we did not see him as we see him now, (meaning in the presence of the superintendent and agent,) our young men did not like it, because he used the night instead of the day to do business. I expected he would bring his claim before us in council.*"

After the Indians had voted unanimously to reject his claim, he set about at once to get up affidavits to prove that they had been unduly influenced by Superintendent Huebschmann. He told you, but a short time before, when arguing his case, in his plain statement of facts, and speaking of his memorial of October 4, 1854, that even the superintendent's authority "as a government officer was not sufficient to persuade or force them to an act of repudiation," but as they did not repudiate his claim on the 10th of September, 1855, in the presence of Mr. Clark, a disinterested man sent out by the Treasury Department, and that, too, although Mr. Thompson, George W. Ewing, George Cown, William Powell, William Johnston, John G. Kitson, George F. Wright, E. D. Gumaer, the gentlemen who had so easily obtained, in conjunction with others, all the powers of attorney, agreements and memorials which Mr. Thompson ever had, and who are all skilled in the business, together with many other gentlemen who were interested in the memorial and schedule of October 16, 1854, were all there, and working with all their energy day and night to mislead, intimidate and overawe, or otherwise control the chiefs of this miserable tribe of Indians, and "*induce or seduce*" them to vote the money to Mr. Thompson. But, sir, for the first time since the 4th of September, 1850, the Menomonee Indians had an opportunity to speak freely their own sentiments without the management and interpretation of Bonduel and his associates; and Mr. Thompson saw fit to attack the superintendent with a hope that he might set aside the unbiassed decree of the Menomonee Indians on that occasion, and for that purpose drew up an affidavit *in his own hand-writing*, in which there are divers allegations of a general character of improper conduct on the part of the superintendent, but without any specific charges; and in drawing up the paper he felt that he must remove, if possible, the impressions which the speech of the old chief Carron had made about Mr. Thompson meeting them in October, 1854, in the woods in the night to do business. That affidavit is sworn to by E. D. Gumaer, William Powell and George Cown, three of the gentlemen who certified to the truth and genuineness of the memorial of October 4, 1854. I quote from it, and am glad that Mr.

Thompson has filed it to sustain his accusations against the superintendent. "We further state that we were present last October when the chiefs executed a memorial to the President and Congress in favor of paying said claim, and know that the council at which the same was done was composed of the chiefs and headmen; that the same was publicly and fairly held; that it was fixed by Mr. Thompson to be held at two o'clock in the afternoon at the village of the Indians, but as all the chiefs did not attend at that time, Mr. Thompson objected to its proceeding till they were all present, and especially Carron; that the Indians then proposed to meet at the house of Lamotte, one of their number, *a mile or two distant, late in the afternoon, when they could get all their number together*; that they accordingly met at the house of Lamotte, when Carron was still not present, and Mr. Thompson insisted that they should wait till he should be sent for; that he was sent for, and then came, which caused the council to be held so late, *commencing about night*. These three gentlemen who thus swear on the 10th September, 1855, certified in writing, in company with their colleagues, on the face of the memorial of October 4, 1854, itself, that it was interpreted fully "to the chiefs and headmen of the Menomonee nation on the 4th of October, 1854, *at the Falls of Wolf river*, and that they signed the same of their own free will and accord, fully understanding the contents thereof." The concluding clause of the instrument is in these words: "*Done in general council at the Falls of Wolf river, this 4th day of October, 1854.*" They swear that they certified to that which was not true, and sustain the statement of the chief Carron. The instrument of October 4, 1854, is said to be in the handwriting of Mr. R. W. McKeen of Terre Haute, Indiana, who, I learn from a note among the papers from Senator Bright to the Secretary of the Treasury, is "a man whose character is unimpeachable in every sense of the word;" but it seems in this case he did certify to that which some of his co-certifiers swear was not true, in an affidavit drawn up by Mr. Thompson himself. So much for the paper. Mr. Thompson went out to the Menomonee country to superintend the execution of it in person, and which he had placed in the hands of the old chief Osh-kosh to present to the superintendent in council, *when he knew nothing about its contents*, so that Mr. Thompson could come here and talk about the solemnity which attached to it; for he says he regarded it with a degree of solemnity not inferior to that which belongs to a treaty; "it is the act of the whole nation in the presence of its members, and indicated by the signatures as well as the conduct of every chief and headman." Now, I may state that Lamotte lives near four miles from the Falls of Wolf river—the place at which the council-house is situate—the only legal and proper place at which a council could be held—and Lamotte is an Indian who has for many years been considered "tricky among his tribe." Mr. Thompson's own testimony effectually disposes of this memorial of October 4, 1854, although backed by a certificate of such high authority. At the very time he sought to mislead you and deceive Congress about the solemnity that attached to that paper, he knew well how it was obtained, for he was there present, and, to use the language of Car-

ron, was "off in the woods," and "used the night instead of the day to do business."

On the 9th of April, 1855, the Menomonees wrote a letter to "Congress and the President," from the Menomonee reservation, Wolf river, Wisconsin, expressing their gratitude for the bounty-land law, by which Indians as well as whites were to receive its benefits; that they had been invited to the dangers of war, but heretofore had not been invited to the feast, but were rejoiced now that their great father had treated them all alike; and they said, incidentally: "We also wish to express our gratitude and thanks for the law which provides for the payment of a part of the debt we owe our worthy friend, Richard W. Thompson, who has long been seeking to obtain redress for us in regard to the treaty of 1848, by which we were defrauded out of a great portion of our land. Our hands were caught in a strong trap, and no one offered to help us out but our friend Thompson. He has loosened the strings a little, so that they do not pinch our hands quite so hard, and Congress and our great father has given us some oil for our wounds. We are truly grateful for this, and we pray that our friend Thompson may be paid from the treasury, as the law which has just been read and explained provides, and that he may not be obliged to wait for our annuities which become due in 1867. The Great Spirit has taught us to be just and true to our promises, and not to speak with forked tongues." They say the law has been interpreted by their friend William Powell, &c. William Johnston, (interpreter,) William Powell, and some other kind friends witness this interesting document. The original is among the papers. Mr. Thompson says of it, in a letter to the Attorney General on the 12th May last: "I had no idea that such a paper had existence until I was informed of it by telegraph, while at home, when I hurried here immediately. I had no personal agency whatever in getting it executed; I never directed anybody to have it executed; I never had any knowledge or suspicion that it was contemplated to execute such a paper; and to this I pledge my personal honor." At the same time and place (April 9, Menomonee reservation) the Indians wrote Mr. Thompson a letter, expressing their gratitude to him; and he filed it as confirmatory of the genuineness of the first, and as an evidence of the integrity of the Indians, *but as no sort of use for any other purpose*, as he held the law must be executed without their consent. Mr. Thompson wrote a long letter to the Indians on the 7th of March last, from this city, which they sent to their superintendent, and it is among the papers, and, from a perusal of it, you will be able to form a very correct judgment as to the truth of his denials of any knowledge or agency in getting up the letter of the 9th April last to the President and Congress. I do not see from the papers that anybody had brought such an accusation against Mr. Thompson, however, at the time he made the denial in such strong language to the Attorney General. But in making his attack on the conduct of the superintendent, Mr. Thompson obtained an affidavit from Mr. Elias Murray, the predecessor of Superintendent Huebschmann, which is among the papers, and, I think, will serve a good purpose in this connexion. By referring to the "private" letter of W. G. Ewing, sen., to Agent Bruce, of March 29, 1851, he states

this fact: "Colonel Elias Murray is the superintendent for the northern Indians; Colonel Thompson and my brother took an active part in his appointment, and he is their friend." On the 11th of September, 1855, Murray swore, among other things going to establish the fact that the Indians had always intended to pay Mr. Thompson: "That William Powell, (faithful man,) late United States interpreter for the Menomonees, convened most of the chiefs at his (affiant's) residence, on the 9th day of April last, to hear a letter read and interpreted to them, showing that a law was passed at the last Congress to pay said R. W. Thompson, their attorney, forty thousand dollars (\$40,000) out of the United States treasury, as a part of what was due to him, under his agreement with the Menomonees, for his services.

* * * * * And they signed a letter, addressed to him, expressing a desire that the \$40,000 might be now paid to him from the United States treasury," &c. Mr. Murray might have added that he wrote the letter, but he did not witness its execution, as that would have detected the deception, and shown that it was made to order in Wisconsin and not on the Menomonee reservation!

The memorial of October 16, 1854, of the Menomonee Indians to the President and Congress, by which \$87,436 34 more of the proceeds of the treaty of May 12, 1854, is appropriated to the payment of debts named in the schedule, with \$12,000 set apart in the body of the memorial to pay a pastor, (Bonduel,) making the appropriation at that council \$99,436 34, is with the schedule in the handwriting of George W. Ewing—a handwriting not unknown to the files of this office. He was in the Indian country with Mr. Thompson in that year as well as at the last September council, and was here with Mr. Thompson when the first power of attorney was obtained in September, 1850. The witnesses to that memorial (October 16, 1854) are eleven in number. I have named them heretofore. Among them are Powell, Bonduel, Johnston, Kitson, Jacobs, Cown, &c.; and these *disinterested* men certify that all was done with the full knowledge and consent of the Indians, and provision is made for every man of them in the schedule, and also for every man that witnessed the execution of every one of Mr. Thompson's various and numerous papers, except Mr. McKean, Mr. Williams, Mr. Murray, and W. G. Ewing, jr.; and the aggregate of their share of the spoils, as shown by the schedule, including Bonduel's \$12,000, which is set off to them as claimants against the Indians, is only \$45,293 08. But Mr. Thompson will tell you that his name is not found there; that he is ignorant of all these things; that he had advised the Menomonees not to pay any old debts, "and promised to do all in his power to prevent them from being paid, in whosoever favor they might be." This was what he told the Menomonees; for, he says, "the Indians, when I first undertook to act as their attorney, consulted me about old claims that they said were against them, which they considered unjust." This statement is verified by what Osh-kosh and all the chiefs said at the Indian office on the 4th of September, 1850; they did not want a door opened to let in *unjust* claims. And Mr. Thompson says, that because the claimants generally understood *his* views on this subject, he "was always kept in ignorance of everything about debts of the

Indians." Bonduel, Cown, Jacobs, Pricket, and others, who were at the Indian office, and who had old claims against the Indians, knew that Mr. Thompson would regard the wishes of the Indians in relation to debts. They had some evidence of that fact in the case of the Cown debt that the Indians repudiated and denounced on that occasion.

It is to be observed that Mr. Thompson and George W. Ewing were together in the Menomonee country in October, 1854; that the memorial of October 4, 1854, was got up under Mr. Thompson's own supervision and direction; that the memorial of October 16, 1854, and the schedule thereto, are in the handwriting of George W. Ewing, and a comparison of the two papers will show unmistakably that they had a common origin; that the certificate of Sub-agent Suydam, to the memorial of October 16, 1854, is precisely in accordance with and in conformity to the requirements of that clause of the amendment to the Indian bill, which Mr. Walker offered in the Senate on the 3d of March, 1853, to pay to the Menomonees the sum of \$613,515, "in gross," in liquidation of their claim; that the amendment provided that out of that sum there should be "*first paid such debts and demands of, and upon said Indians, as they shall, in the presence of the proper local agent or superintendent, expressly admit and sanction as just and due,*" &c.; that this amendment, with this proviso, in favor of the claimants against the Menomonees, Mr. Thompson states was procured through *his efforts* as attorney for the Indians; and yet, sir, Mr. Thompson states to you and to Congress that he had nothing to do with the claims against the Indians, or with those who had such claims, or with those (the Ewings) who were prosecuting them! Why, the amendment of the 3d of March, 1853, if it had passed into a law, would have made these claims a prior lien to any other demand upon the fund appropriated, not even excepting Mr. Thompson's collection fee! Osh-kosh said, in the Indian office, that he did not want a door opened to let in unjust claims against them. Mr. Thompson advised them not to pay them, and promised to do all in his power "to prevent them from being paid, in whosoever favor they might be," and in *fulfillment* of that promise, as *their attorney*, he advised and sanctioned that the act of appropriation should be coupled with a condition that these claims, which the Ewings were prosecuting against the Indians, should be the first lien upon the fund!

Mr. Thompson states to you that he was opposed to the collection of claims *against* Indians, and was ignorant of the connexion the Messrs. Ewing had with the claims against the Menomonees, and that I might as well have connected him with any other of the extensive operations of those gentlemen as with their business with the claimants against the Menomonees. Now, without exhausting the facts which are of file in this office, I may here appropriately refer to one case as indicative of Mr. Thompson's aversion to prosecuting claims against Indian tribes, and as showing the relation that existed between the Messrs. Ewing and that gentleman. On March 25, 1851, he filed in this office an argument which, with the accompanying papers, covered fifty-five printed pages, and, as "*attorney for the claimants,*" urged the appropriation of certain trust funds of an Indian tribe to

the payment of certain claims of sundry persons against them. On consideration of which argument, and the testimony and exhibits accompanying the same, the Interior Department set apart to pay these "claimants" for which he appeared, trust funds of the tribe amounting to the sum of \$105,900 82, and the same was paid "to Geo. W. Ewing, attorney," on July 16, 1851, and on September 24, 1852, there was paid said Ewing, as attorney, the further sum of \$624 22 from the funds of such tribe, making the whole amount of Indian funds paid over in this *one* case, in which Mr. Thompson and Mr. G. W. Ewing both appear upon the records as *attorneys for claimants*, and for the use of the claimants, the sum of *one hundred and six thousand five hundred and twenty-five dollars and four cents!* It does not appear that Mr. Thompson made any objection to this money being paid to Mr. Ewing, or that his clients suffered thereby, or that the fees were not satisfactorily arranged between them. This transaction proves that Mr. Thompson did "trouble himself about the business of the Ewings;" that he was not averse to the collection of old debts from Indians, and that the Messrs. Ewing and himself were by no means ignorant of each other's transactions with the Indians, but active co-operators, as they were also even in the contract for the removal of the Menomonees.

A word as to the fraud charged on the Commissioner, in his negotiations with the Menomonees, and the land which he cheated them out of in 1848.

As to the first allegation, it is only necessary to remark, that in the manner in which the subject was first presented to the President of the United States, he came to the conclusion there was something wrong on the part of the Commissioner, and in a note, now of file in this office, dated May 1, 1851, he said, "the transaction implicates Mr. Medill, and justice requires that he should be permitted to explain." On the 4th of June following, having examined the case more carefully, he wrote a note to the Commissioner of Indian Affairs, in which he said, that "on reading again the report of the Secretary of the Interior, I see nothing which implicates Mr. Medill in any fraud upon the Menomonee Indians," &c. This fact should put to rest the charge of fraud alleged against the Commissioner, who negotiated the treaty.

In relation to the extent of territory to which the Menomonee Indians could rightfully lay claim, I am of the opinion that there has been much confusion about their true boundaries, as well as error in the actual quantity of land embraced within them.

The Menomonees themselves have put forward at various times very conflicting claims. That of Osh-kosh, in 1846, covered an area containing nearly seventeen millions acres, while the claim of the tribe in 1821, before they had ceded away any of their country, did not amount to seven millions of acres. As the title of the Chippewas and Winnebagoes was extinguished and those tribes receded, the Menomonees appear to have set up pretensions to portions of the country vacated; but at no time did they set up a new claim corresponding in every respect with the one previously made by them. Confusion is produced by the language used in some of the treaties

with the Indians, wherein the claims of the Menomonees are recited, but not conceded, and perhaps in some cases the negotiators had no definite and accurate knowledge of the country which was attempted to be defined. Whatever land they owned was held by the same grade of title, and yet they seem to have made a distinction themselves between their farming land and hunting grounds; and when claiming the largest area, and having the most expansive range, if their claim was good as against other Indians, they were compelled to purchase permission to hunt on the west bank of the Mississippi when game was equally abundant on its eastern margin.

Owing to the various and conflicting lines and claims of the Indians, Commissioner Medill gave the subject a very careful examination before he visited the Menomonees to make the treaty of 1848; and the opinion of the Attorney General (Mr. Toucey) was obtained upon various clauses of the preceding treaties, and the influence they would have in controlling the boundaries of the Menomonee country and in determining the extent of the same. The commissioner caused all these conflicting lines to be laid down upon a map in different colors, so that they would be the more readily compared and the discrepancies detected.

In laying the foundation for the claim, I do not perceive that Mr. Thompson obtained any other testimony than the *ex parte* affidavits and statements of Bonduel, Cown, and their associates, which were on the files of this office. In addition to those, it appears by a note, of file here, from John Wilson, esq., Acting Commissioner of the General Land Office, dated October 1, 1850, and addressed to "R. W. Thompson, esq., Washington," that, at Mr. Thompson's request, Mr. Wilson sent him a copy of Nichollet's map, with a slip attached on the east, representing the lines of the Menomonee lands, "*as shown by a map borrowed from the Indian office.*" Mr. Wilson says: "The estimated area within those lines is as follows, to wit: within the blue shaded lines, and exclusive of the surface of Green Bay, 8,869,760 acres; deduct water and pineries on the Wisconsin river, 869,760 = 8,000,000; estimated surface east of the blue dotted line, 2,000,000; reserved for Menomonees and New York Indians, 1,000,000 = 3,000,000; leaves area of last cession, 5,000,000." It thus appears that the very map upon which Commissioner Medill had caused to be delineated the various claims to and cessions of territory made from time to time by the Menomonees, Chippewas, and Winnebagoes, was used by Mr. Thompson, and the estimated quantity of land obtained by the decision of Mr. Wilson, within the area described as the "Menomonee lands," is taken and deemed to be the actual cession in acres, by the treaty of 1848, and this, with the *ex parte* affidavits before referred to, is the foundation of the claim!

After bestowing some attention to the subject, and causing it to be examined with some care, and the area of the various cessions and claims compared with the actual surveys, I am of the opinion that there has been much error about the actual Menomonee country; and that the talks of some of the chiefs, at different times, and on occasions when there was apparent acquiescence in them, when they should have been repudiated, and where, as between intelligent, civilized

parties, silence would be regarded as acquiescence, and even some of these "claims" being recited in treaties, has misled many persons in relation to the country actually owned by the Menomonees; and they have thus had accorded to them, by implication, portions of country which they never owned or occupied.

In the treaty of Prairie du Chien, in 1825, at which many of the northwestern Indian tribes had delegates present, the Menomonees made the declaration in the 8th article, that they were not "sufficiently acquainted with their proper boundaries," &c.; and their chief, Grisly Bear, at a council before the treaty, where the commissioner endeavored to obtain from the various tribes the description of their boundaries, said: "My father, why should I not listen to you. The Menomonees have never had any difficulties with any people. The *small piece* of land claimed by the Menomonees commences at Green Bay, and goes from there to the Fols Avoin river of Green Bay. *But it is so small that we can't turn round without touching our neighbors. But we travel about a great deal, and go where there is game among the nations around, who do not restrain us from doing so.*" And at a council held in 1827, and when the subject of their difficulties with the New York Indians was up, the first chief of the Menomonees said: "My father, from the time that the stranger Indians (New York) first came here, we have no knowledge of our having ceded any part of our country to them. When I heard of their arrival, I sent my brother to them to say that we could not sell any part of our land, *because it was so small.*"

In the complicated controversy between the Menomonees and the New York Indians, growing out of the cessions of 1821 and 1822 of the former to the latter, and by the last of which the New York Indians became joint owners of the Menomonee country, a controversy in which the Winnebagoes and Chippewas were also involved, an argument was made in the case in September, 1830, before the commissioners sent out, (Messrs. Root, McCall, and Mason,) and who were then sitting at Green Bay. Governor Doty argued the case for the Menomonees and Winnebagoes. After stating that the demand of the New York Indians embraced a country estimated to contain 6,720,000 acres, he, for the Menomonees, says: "Treating this demand as altogether ridiculous, those nations (Menomonees and Winnebagoes) have inquired in council of the New York Indians, whether they could not consent to make a more reasonable request than of the *whole Menomonee country?*" According to my investigations, if the Indians were to correct errors and make good former cessions, they had but little or no land to sell in 1848; for, by their early boundaries, they had, as the calculations now show, less than 7,500,000 acres, and they sold in 1831, for the New York Indians, 500,000 and also 3,000,000; and, in 1836, 4,000,000 of acres, making 7,500,000 acres, which was about as much—indeed more land, in quantity, than they claimed in 1830. But there was less land sold to the United States in 1831 than was supposed by 551,600 acres; and, in 1836, there was less than was supposed by 1,097,920 acres; thus leaving about 1,640,000 that Commissioner Medill had to extinguish title to within the early boundaries of the Menomonees *as claimed by them*

selves, and also the vagabond right which they set up and claimed to territory which had been purchased from the Chippewas and Winnebagoes. And so much for the Menomonee claim, which Mr. Thompson worked up and obtained a report upon, on an account stated, showing that the government owed the Indians \$1,083,807 84, but for which he was willing to take "in gross" \$613,515!

In bringing this exposition to a conclusion, I propose to treat the subject matter in a somewhat different light. It is a fact that the first meeting between Mr. Thompson and the Menomonees was brought about by the friends of that gentleman and the Messrs. Ewing. It is a fact that the parties who brought it about, and who acted as the organ of communication, were not only the friends of those gentlemen, but they were themselves claimants against the Menomonees, and one of them (Jacobs) as indicated by the letter of Wm. G. Ewing, (of March 19, 1851,) was involved in other Indian matters with the Ewings and Thompson. The first power of attorney was clearly of their seeking. The second power of attorney and agreement which followed were also solicited by them; their importunities, their management, their arts, their influence over the Indians, obtained from the Indians all the rights which Mr. Thompson can pretend to have acquired from the Indians. The benefits of the "agreement" would flow not only to him who was represented to the Indians as *disinterested*, but also to his *secret partners* and the *claimants* who were the *procurers* of it, the procurers being able to obtain it for him from the fact that they were not even suspected by the Menomonees of being interested with him or he with them, or that they were to have a portion of the money which the Indians would be persuaded to give. With these facts before me, without the additional ones which I have received, and Mr. Thompson has himself furnished in the papers recently sent to the treasury, I have always assumed that a power of attorney and an agreement thus obtained should be rigidly looked into and strictly construed.

The powers of attorney fixed no compensation, and were abandoned (for reasons assigned in the memorial of Mr. Thompson to Congress) for an agreement. A contract can only be legally valid after it is legally signed, in cases where contracts are lawful. That agreement is not only void in law, but I am satisfied that it never was signed in a council of the Menomonee nation; that no legal body, according to their custom and usage, ever executed it.

First. The date of the agreement is February 15, 1851; yet the notary public certifies that it was executed on the 17th February; and,

Second. Several of the witnesses to the agreement, in their affidavits afterwards got up for use in this city, represent it as having been made on the 17th.

Third. The fact that the certificate of the land officers at Green Bay, dated the 28th February, and the certificate of Bruce and Powell, dated the 10th March, 1851, being apparently written at the same time the body of the instrument was drafted.

Fourth. It was wholly out of the question for Wm. G. Ewing to travel from Fort Wayne, as the mode of travelling then was, or would be out of the question with the additional facilities now for an indi-

vidual to travel from Fort Wayne to Lake Paw-aw-hay-kon-nay, in Wisconsin, and assemble a council of the Menomonee nation at that place, and have its action in ten days.

Fifth. William G. Ewing, sen., states, in his letter to John B. Jacobs, dated at Osh-kosh, on Lake Winnebago, March 19, 1851, that he had just returned from the Wisconsin, where he was with Major Bruce, "who (he says) has *kindly* certified Colonel Thompson's papers," &c., and also states to Jacobs that Kee-chee-new and Shaw-anno-fre-nessee are heads of bands and influential chiefs, "whose names it was important to get;" thus showing that the Indians on the Wisconsin, as well as those two bands and their chiefs, were not at Lake Paw-aw-hay-kon-nay.

Sixth. The statements of Bruce as to the dispersion of the Indians, and the unmistakeable evidence of collusion between him and Ewing, which is fairly deducible from his letters of March 22, 1851.

Seventh. Osh-kosh being represented as signing for his son, as though he was absent, and the son as signing for Osh-kosh as though he was absent; and,

Eighth. Because these same Menomonees, but for the interference of an interpreter not under the influence of Messrs. Thompson and Ewings, would have committed the error of signing a paper *assenting* to the payment of the money to Mr. Thompson, under the belief that they were signing a dissent, and this in the very presence of the agent of the Secretary of the Treasury! (See reference to the fact in the accompanying report of the proceedings of the council.) But suppose the agreement was signed with a full knowledge of its contents. Having been procured by such extraordinary means, Messrs. Thompson and Ewing cannot rightfully ask for it to be so construed as to give them compensation, unless they perform what they stipulated to perform.

Did Mr. Thompson do what in that agreement he stipulated to do? And if he failed, did he pay all expenses and forego all compensation as he agreed? He told the Indians that Commissioner Medill had cheated them out of certain lands, and he agreed to obtain justice for them, and was to have for his pay *one third part* of all he received from the United States for the Indians.

Now, in the first place, the Indians were not wronged out of one acre of land by Commissioner Medill; on the contrary, they have been paid for more acres than they owned or claimed as far back as 1830; and if they be charged with the lands minus under the treaty of 1831 and 1836, they are in debt to the government more than one and a half million of acres. Hence, by the very terms of his agreement, he was not entitled to receive from the Indians one dollar.

And, second, if the Indians *were* cheated, still Mr. Thompson is not *legally* or *equitably* entitled to receive *one* dollar of money from the Indians, for he has not obtained for them even so much as *three* dollars, either from Congress or the Interior Department.

Under instructions from this bureau, with your approval, a treaty with the Menomonees was made in May, 1854, and by that treaty they will obtain money. But that money is not for lands out of which it is alleged they were wronged by Commissioner Medill, but for lands

elsewhere situated, and to which the agreement makes no reference whatever! A reference to the papers will show to you that Mr. Thompson had not only no legal right to aid at making that treaty, but also that he himself says he was not permitted to do so.

As, therefore, he has not earned one dollar under his agreement, it would be a *cruel hardship* to deprive these poor Indians of their money and give it to the Messrs. Thompson and Ewing, who are represented to have become vastly wealthy through their extended and complicated transactions with the helpless denizens of the forest.

This case is too plain to justify, under ordinary circumstances, so elaborate an examination and such extracts in detail from papers pertaining to it. But the unusual means to which the claimants have resorted, and the success which has attended their efforts to deceive Congress itself, and the certainty of their determination to press the claim further, seem to demand at my hands a full exposure. As Congress acted under a misapprehension of the facts, and their action may embarrass the Menomonee Indians, it seems to me that justice to the Indians demands the repeal of the clause in the appropriation act having reference to this claim.

All which is respectfully submitted.

GEO. W. MANYPENNY,
Commissioner.

HON. R. McCLELLAND,
Secretary of the Interior.

KAUKAUNA, ONTAGAMIE, WISCONSIN,
September 27, 1855.

SIR: Having resolved to resign my place as government interpreter to the Menomonee Indians, I have concluded to state the reasons that lead me to do so. I attended to the payment of the annuity of said Indians this fall, and was compelled to become the instrument of so much oppression and injustice, that I am not willing to occupy so humiliating a position any longer. The conduct of Dr. Francis Huebschmann, the superintendent on that occasion, in relation to the claim of Mr. R. W. Thompson against the Indians, was such as to create in my mind a disgust for any official position that should require me to take part in it in any way. I had always supposed before that that it was the duty of government officers merely to see that justice was done to all persons, and did not think that they could be required to become prosecutors and persecutors of those who had business with the Indians or the government. I was with the Indians when they first employed Mr. Thompson in Washington in A. D. 1850, and know that he was not willing to be employed by them, until they persuaded him to it. And I know that ever since they have looked to nobody but him to do their business, and have refused to do business even with the government without his advice, and while I

have had nothing to do at all with Mr. Thompson's getting his pay for his services, I think it is wrong that the government officers should interfere with the Indians so as to force them, even against their will, to refuse to pay him. Having the management of the business of the Indians they have great power over them, and if they exercise this power for bad purposes it has the effect to corrupt and debase them. I am not willing to take any part in such things and therefore resign my place.

On Friday, when the council of the Indians was held by Mr. Clark, I told the Indians that Mr. Clark had directed that nobody should speak to them about Mr. Thompson's claim till they had concluded and reported their conclusion. This was done at the request of the superintendent, yet this order was violated almost as soon as made by the superintendent. He professed that he would be very indignant if he could hear or find out that anybody spoke a word to them on behalf of Mr. Thompson, and had several persons to watch if he could find any such; yet he himself was violating this order constantly. He had chiefs and young men in his private room as often as he could get them there, talking to them, telling them that they should not pay Mr. Thompson, and threatening them with the loss of their annuities if they did so. He told the young men that they must not permit the chiefs to pay him, and induced them to threaten to take the lives of the chiefs if they did. He abused Mr. Thompson to them, said that he was not entitled to anything, and that he was trying to cheat them out of money that did not belong to the chiefs but the young men and the children. He did everything in his power, by secret and unfair means, to get them to reject Mr. Thompson's claim, and used his official position to enable him to practise this injustice. I felt degraded while I was compelled from my position to take part in this business, and determined at once that, upon my return home, I would resign my office. I have known the Menomonee Indians a great many years, and know that the business of the nation has always been done by the chiefs and headmen, of whom there are now only about twenty-three or twenty-four. But the superintendent, Dr. Huebschmann, persuaded them last May to agree that, in all matters concerning their annuities, after that, the young men should have an equal voice with the chiefs. I believe that this was done for no other purpose than to induce the rejection of Mr. Thompson's claim, by getting the young men to believe that he was to be paid out of their money, and that the chiefs had no power to pay their money. It had this effect, because, after he had made the young men believe this, they threatened to take the lives of the chiefs if they paid Mr. Thompson. The superintendent has not consulted the young men about other claims, but has consulted the chiefs alone, and he and they have acted together. It is satisfactory to my mind, therefore, that this was designed for no other purpose than to be used as an instrument of oppression against Mr. Thompson. Such conduct can never receive any sanction from honorable minds. On the morning after the council held by Mr. Clark, I understood that the chiefs, with not more than four exceptions, had decided to pay Mr. Thompson what Congress had

allowed him, and I have no doubt would have reported this decision to Mr. Clark, but for the interference of the superintendent. He got the most of the chiefs together with some of the young men around them, and required that I should interpret what he said, in direct violation of the order of the day before. And this he did without any notice to Mr. Clark or Mr. Thompson. He told them that they must take his advice; as he was their friend he was ready to advise them about Mr. Thompson's claim—that they ought not to pay him; that if they did not he had his remedy against the government; that the President and Commissioner of Indian Affairs were good lawyers, and if they did not pay him he had his remedy to apply to them; that he was allowed too much, and it should be left to good lawyers to decide how much he should be paid; that if they paid him he would laugh at them, and that he was a doctor and received certain fees, and knew how much men should be paid. Just as he was saying these things Mr. Thompson came up, when he immediately changed the subject to something about a hay contract, and thus furnished proof that he knew he was engaged in a dishonorable act. His countenance and agitation at detection betrayed this to everybody who saw him. From this time he made no further attempt to talk to the Indians where he could be detected, but continued to do it in secret, both night and day—up to the council on Monday, the 10th instant, when the claim was rejected. He even went so far as to procure a meeting of the Catholic chiefs at the house of the priest after service on Sunday, so as to bring his influence to bear upon them against Mr. Thompson. And again, Sunday night had the priest and some of the Catholic chiefs at his room. This is such an outrage as few have the hardihood to undertake to practice, to use the great influence of the priest over the minds of Catholic Indians, to influence them to do wrong instead of teaching them to do right. There is much more of the conduct of the superintendent that is impossible to put down, but this is enough to show why it is that I cannot hold my place any longer, for I cannot degrade myself by helping to do such things.

Very respectfully, your obedient servant,

CHARLES A. GRIGNON,

United States Interpreter.

Hon. GEORGE W. MANYPENNY,

Commissioner of Indian Affairs, Washington City, D. C.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, October 8, 1855.

SIR: I have received your communication of the 27th of last month, notifying me, for reasons therein stated, of your resignation of the office of United States interpreter for the Menomonee Indians.

I have transmitted a copy of it to Superintendent Huebschmann, for his information and for such reply as he may feel authorized by the facts of the case to make.

Without intending to form any opinion as to the truth of the alle-

gations contained in your letter against the superintendent, I have to say to you, that in my opinion your communication furnishes abundant evidence that you are not a suitable person for the office of interpreter for those Indians, and therefore your resignation is very acceptable to this office.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

CHAS. A. GRIGNON, Esq.,
Kaukauna, Ontagamie, Wisconsin.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, October 8, 1855.

SIR: I enclose herewith a copy of a letter this day received from Charles A. Grignon, esq., resigning his office as interpreter for the Monomonee Indians, for such reply in relation to the charges therein contained as you may feel authorized by the facts of the case to make.

In selecting a successor, I have to admonish you to be assured that he is a man of integrity.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

F. HUEBSCHMANN, Esq.,
Superintendent Indian Affairs, Milwaukee, Wisconsin.

NORTHERN SUPERINTENDENCY,
Milwaukee, October 13, 1855.

SIR: Your communication of the 8th instant and a copy of a letter of Charles A. Grignon, resigning his office as interpreter, have been received. Mr. Grignon has not stated the true reason why he resigned. Since a house has been built for the interpreter he has been aware that he would be required to reside there. He holds the office of county treasurer of Ontagamie county, and though a deputy does the business of the office for him, on his removing to the Indian country the office would have been declared vacant. He had repeatedly declared that he could not live with his family on the interpreter's salary, and at first wanted to be recommended for agent, and afterwards foolishly applied to Mr. Hunkins to be appointed farmer in addition to the office he held. He is unfit for either of the offices to which he asked to be promoted. I am not at all disappointed that he lent himself during the last days of his office to the corrupt schemes of the claimants against the Menomonees, and suggested at the Menomonee payment to Agent Hunkins that it was proper to suspend him from his duty. But, from the fact that his resignation was soon expected, and that it is somewhat difficult to select a proper person to fill

the place, I did not feel prompted to direct his suspension. His father, Augustin Grignon, has a claim of some \$15,000 against the Menomonees, but was heretofore opposed to Thompson's claim, as unjust and exorbitant, and Chas. A. Grignon himself has heretofore been bitterly opposed to that claim. It is apparent that they have been made to believe that the interest of all the claimants are the same with Mr. Thompson's, and they, consequently, have changed their views. It was to be expected that the adoption of the rule by the Menomonees, to allow the young men a voice in all matters appertaining to the granting of any part of their annuities to any claimants is very objectionable to Mr. Grignon and the rest of the claimants, for the reason that they have no hope of prevailing upon the young men to consent to the payment of the claims. Nevertheless, the Menomonees have a perfect right to adopt such a rule. On the 8th of April a number of chiefs had signed at Murray's house a memorial in favor of paying Thompson's claim; when the young men heard of it they became excited and threatened the chiefs, and on the 17th they held a council, and the chiefs signed unanimously another memorial revoking the former.

This was all done in my absence. When I visited the Menomonees in May the excitement amongst them had not yet subsided, and it was reported that the life of chief Lamotte was in danger, because the young men believed that he had been bribed by Thompson with a promise of \$1,000. To allay this excitement I suggested to them to sign a paper expressly acknowledging that the young men have a voice, which, in fact, the chiefs had acknowledged already, when they acted under the influence of the young men and revoked the memorial of the 8th of April. It had never entered the head of Mr. Grignon that on the Menomonees becoming more civilized and intelligent changes in their form of government, which would bring it nearer to the democratic form, would suggest themselves.

The statement that I threatened the Indians with the loss of their annuities if they paid Mr. Thompson, is as false as it is absurd, if the idea is meant to be conveyed that I threatened to take his annuity from any individual Indian.

If Mr. Grignon did know an Indian whom I threatened so he would have named him. As it was my duty, I explained to the Indians how much of their annuities it would take to pay Mr. Thompson.

The statement that I induced the young men to threaten to take the lives of the chiefs, if they did pay Thompson, is equally false. Some of the young men who came to me were very much excited, but I quieted them by referring to the fact that, under the rule adopted, the consent of the young would have to be obtained, as well as of the chiefs, before the claim would be paid. It is equally untrue that I used unfair means to prevail upon the Indians to reject Thompson's claim. If Mr. Grignon, from his position, was compelled "to take part in this business," he would have stated how, and when, I did use unfair means.

I did not violate any rule made at my request. On the first day of the council, after Mr. Thompson and myself had addressed the In-

dians, I requested that nobody should speak to them in relation to Thompson's claim, so that the council which they were about to hold among themselves would be undisturbed.

If there was any such rule, Mr. Grignon violated it himself, when he, as he says, on the next morning, "understood that the chiefs, with not more than four exceptions, had decided to pay Mr. Thompson what Congress had allowed him." The report which reached me as to the views of the Indians expressed in council, was that a few were in favor of paying a part of the amount, and the others against paying anything.

In relation to the conversation which I had with some chiefs on the forenoon of the 8th, I stated the facts in a communication to the Hon. S. Clark, of which I enclosed a copy to you. I did not see Mr. Thompson come up when I was speaking to the Indians, and consequently could not have changed the subject on his account.

That I made Mr. Grignon act as interpreter on that occasion, proves sufficiently that there was nothing intended to be secret about it, for I knew very well that Grignon would report it to Thompson as soon as he met him at Cown's house, were they all boarded.

If Mr. Grignon believes that I ought to have obtained permission from Mr. Thompson, or anybody else, before I did speak to any of the Indians in relation to Thompson's claim, or received the visits of the priest, or of any of the Indians, he is mistaken. Only a short time previous, he had entertained in relation to Thompson's claim views similar to those expressed by myself to the Indians, but since he found that my arguments might be applied with equal force against all, or most of the other claims, he began to look upon the matter in a different light, while I had no reason to change my views.

If I had been perfectly inactive while Mr. Thompson's emissaries were traversing the Menomonee settlements in all directions, and using persuasion, threats, and bribes, to prevail upon the Indians to consent to the payment of Thompson's claim, and had done nothing to remove the impressions made by their falsehoods, my conduct would no doubt have been approved by Mr. Grignon and Mr. Thompson.

Very respectfully, your most obedient servant,

FRANCIS HUEBSCHMANN,

Superintendent.

Hon. GEO. W. MANTPENNY,

Commissioner of Indian Affairs. Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, November 6, 1855.

SIR: By the direction of the Secretary of the Interior, I transmit herewith a copy of a communication from R. W. Thompson, dated October 19, 1855, having reference to his claim against the Menomonees, together with copies of sundry affidavits, for your information and such reply as you may deem proper and the facts may warrant.

Your immediate attention to these papers and an early response are desirable.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

F. HUEBSCHMANN, Esq.,
Superintendent Indian Affairs, Milwaukee, Wisconsin.

NORTHERN SUPERINTENDENCY,
Milwaukee, November 24, 1855.

SIR: I have the honor to enclose a report containing my answer to such of the statements and arguments of Mr. Thompson and of his partizans as seemed to call for an answer from me. These men have piled up so much mud to be thrown on to me, and have raised such clouds of dust to cover their iniquities, that it is no pleasure to wade through them. If you should deem it necessary that some of the points raised by Mr. Thompson, which I have not touched upon, should be answered, I shall be obliged to you if you will point them out. It seemed to me that if I extended my communication to greater length it would be read by less persons than as it is. I wish you would obtain for me, if convenient, copies of Mr. Clark's report and Mr. Thompson's report of my remarks, and have Mr. Thompson's report of the speeches of the chiefs compared with my own, which I forwarded to your office with my report of September 28, 1855, and if the two reports should vary much, a copy of my report of these speeches made and forwarded to the honorable Secretary of the Treasury.

Very respectfully, your most obedient servant,

FRANCIS HUEBSCHMANN,
Superintendent.

Hon. GEO. W. MANYPENNY,
Commissioner Indian Affairs, Washington, D. C.

NORTHERN SUPERINTENDENCY,
Milwaukee, November 23, 1855.

SIR: Copies of the letter of R. W. Thompson to the Hon. James Guthrie, Secretary of the Treasury, dated Washington, October 19, 1855, and the affidavits accompanying it, have been received. In relation to the legal argument made by Mr. Thompson in relation to his claim I do not deem it my province to argue against it, since most of the points have already been passed upon by high judicial authority.

If Mr. Thompson really believes, as he states, that I entertain a personal hostility to him, he is in error, and the fact that Mr. Thompson readily consented on the 6th of September to the order in which the

council on the 7th was to be conducted, to wit: Mr. Clark to open the council with some remarks explaining the object of his mission, then Mr. Thompson to speak to the Indians in behalf of his claim, and I (the superintendent) to follow him on the other side, seems to prove to me that Mr. Thompson had neither seen any evidence of any personal hostility on my part against him, nor considered the instructions of the Secretary of the Treasury as precluding me from acting on that occasion as agent to the Menomonees, and this objection raised now by him seems to me entirely unfounded.

Superintendents are considered as agents, and, for instance, are authorized to make out application for bounty lands for Indians, while the law on the subject only speaks of Indian agents. The agent who is acting under me is, by the law creating his office, (an act making appropriations for the current and contingent expenses of the Indian department and for fulfilling treaty stipulations with various Indian tribes, for the year ending June 30, 1856, and for other purposes, approved March 3, 1855,) styled "one (agent) for those (Indians) at Green Bay, Wisconsin," and his agency extends over the Oneidas and Stockbridges as well as the Menomonees, and in fact is co-extensive with the present limits of the northern superintendency; consequently I am as much particular agent of that latter tribe as he is, and it would appear only proper that the superior agent should transact business of importance, particularly when the attention and time of the other agent is occupied by other duties previously assigned to him. Personally I would have been very glad to be relieved of any responsibility in relation to the Menomonees acting on the claim of Mr. Thompson, with the full understanding of the case and without being "controlled by improper means;" but since there seemed no doubt to exist as to my duty in the case, I was determined to act on that occasion as on others, without fear of any blame to be thrown on me by interested parties.

In relation to the report of the proceedings of the councils, it is much to be regretted that I did not succeed in securing the services of a competent reporter, but Alfred Marschner, esq., of Sheboygan, who had been engaged for that service, was unable to fulfill the engagement, and Daniel Shaw, esq., of Milwaukie, who was desirous of joining my party and acting as clerk and reporter, found that it was impossible for him to go only a few hours before the steamboat left, on which we had engaged passage. When the council was opened on the 7th, Mr. Anderson, a young man who had acted as guard to my funds, attempted to report, but as he could not write fast enough, or take down the substance of the remarks, I took his place myself. A copy of my report of the substance of the remarks of Mr. Clark and Mr. Thompson is herewith included, and, I presume, if Mr. Thompson had reported my remarks as near correctly as I have his, there would be no controversy as to what was actually said. After I had concluded my remarks, Mr. Thompson asked and received the privilege to say something more to the Indians, and I followed him again with a few words, not so much in opposition to his last remarks as to guard against any misapprehensions of some remark I had made before. Before the close of the council, Mr. Thompson spoke a third time, but

I have not reported the remarks he made after he had closed his first speech. If Mr. Thompson then thought that I had said to the Indians what unjustly prejudiced them against his claim, he might have raised the point or points, and on his establishing them Mr. Clark would have given the proper explanations to the Indians, and not only on the 7th he had an opportunity to do so, but on the 8th, when he had read over his report of my remarks, and the Indians came in council without being ready to give their decision, such corrections might have been made. His (Mr. Thompson's) report of my remarks was shown to me by him. On reading it, I took a pencil to correct it, but found some sentences reported entirely erroneous, so that it was impossible to correct them without writing them out on a separate piece of paper, and on handing back the paper to Mr. Thompson, I pointed out some of the erroneous sentences to him and remarked, that the remainder of the report was in the main as correct as might be expected under the circumstances. Mr. Thompson, himself, contradicts his statement, "after these (corrections) were made, he handed it back to me as a correct report of his speech," by stating, in another part of his letter, "there is some difference between the superintendent and myself about what he did say on the subject."

It is unfortunate for Mr. Thompson that he looks upon the measures taken by the government for the improvement of these Indians, and their legitimate results, as calculated and intended to injure his interests, and he assumes to himself, in that report, entirely too much importance. The payments to be made under the treaty of May 12, 1854, were not stipulated to commence with the year 1867 with the intention of depriving him of an opportunity to receive pay for services to the Indians, which he claims to have rendered, but merely because then the annuities under the treaty of 1848 will have expired, and because it seems bad policy to pay to the Indians too much money at any one time. The considerations properly looked upon by the Indians as most important, were the stipulations for improvements to be made for their benefit, and every philanthropist will be glad to notice the beneficial results obtained already. One of them is the deep interest in their public affairs now more felt by the young men of the nation. The young men have always been allowed a voice in the councils of the nation. Chief Carron, in a speech made in council on September 8, said: "When the Commissioner was sent to Lake Powaugun to buy our lands from us in 1848, the chiefs were unwilling to do anything with the Commissioner; we left it to our young men." On the 10th following he said: "I talk for the young braves. The money hereafter to be paid will be paid each in their own hands," and, turning to Mr. Thompson, "myself and all these young men are not willing to allow your account. I am not the first chief, but I belong to the family of chiefs. I have been the spokesman of the young men ever since I have been a man, and this is well known to the white people."

There has been no important business transacted by the Menomonees in council, since I am acquainted with them, except many of the young men were present and their assent obtained, and whenever business was transacted by the chiefs secretly, the young men con-

sidered their rights infringed upon. Carron, in behalf of the young men, said, in relation to the secret council held by Mr. Thompson on the 4th of October last, "when he (Mr. Thompson) came here last fall (we see now our father the superintendent and agent present) we saw him off in the woods then, and I did not like it; we did not see him as we see him now, (in presence of the superintendent and agent.) Our young men did not like it because he used the night instead of the day to do business. We prefer to see business done in day-time.

When some of the chiefs had secretly met on the 8th of April last, at the house of Elias Murray, esq., late superintendent, without the limits of the Indian territory, and had signed a paper in favor of paying Thompson's claim, the young men considered these proceedings as in violation of the regulations and usages of the tribe, and the chiefs knowing that they had been misled to do wrong, conformably to the wishes of the young men, unanimously signed in open council, on the 17th of the same month, a memorial to the President, revoking their action of the 8th, and many young men signed the same document. (These proceedings were had in my absence and without my knowledge, and when it was impossible for me to give advice to the Indians, or to exercise any influence in relation to these affairs, I should receive neither blame nor credit for these acts of the Indians, as I did not know anything about them until I received a copy of their memorial of the 17th.) As shown above, they had been always allowed a voice in the councils in relation to important affairs, and since the Menomonees, in their present settlements, can be called together at short notice, there can be no possible objection to all those parties participating in their councils who take sufficient interest in their public affairs, except on the part of those who know that the majority of the Indians look upon their claims as extravagant or without foundation, and think, as Carron said to Mr. Thompson, "the birds of prey are plenty."

Though Mr. Thompson says, "I apprehend such a thing was never heard of before, and that there is no like instance in the history of the government intercourse with the Indian tribes," I think that the Menomonee council acted perfectly correct and in accordance with their own usages, allowing the young men a voice in their proceedings. When I visited the Menomonee country during the next month, I found the Menomonees yet much excited and apprehensive of the consequences of the paper signed by some of their chiefs on the 8th of April, and some of the young men were afraid that some of their chiefs, through their imbecility and by bribery, might be seduced again to sign such papers. Lamotte, one of the chiefs, was openly charged with being bribed by Thompson, through Cown. Archibald Caldwell had been freely speaking of a conversation between William Powell, George Cown, and the chief Lamotte, which took place at Milwaukie, about the 7th of March last, where all of them were to attend as witnesses in the habeas corpus case of the Menomonee boy, and when Mr. Powell had spoken of good news he had received from Mr. Thompson, in relation to his claim, and Mr. George Cown, of \$1,000, soon to be in his pocket for Lamotte.

On the 7th of May, in council, a motion was made to "break" La-

motte as a chief; but since no conclusive *proof* was offered of his guilt, and I doubted the propriety of interfering with their government, I took no notice of the motion. The chiefs who had signed the paper for Thompson on the 8th of April were so much cast down that I could not reproach them for their conduct, but did everything in my power to allay the bitter feeling of the young men against them. The action of the council on the 17th of April, held in my absence, and, as already remarked, without my knowledge, had been conclusive as to Mr. Thompson's claim, and no further action in relation to it seemed to be necessary at that time, neither did I expect that his claim would again have to be acted upon by the Menomonees, and the memorial of the 8th of May, conceding to the young men equal rights with the chiefs in relation to the granting of any part of their annuities to any claimant or claimants, was not signed with particular reference to his case, and by it no new right was given to the young men which had not been conceded always, and which had been exercised at the preceding council of the 17th of April; but it was considered as a bond of amity between the chiefs and young men, to relieve the latter of their mistrust against some of the former, and in that respect it had a very happy effect. While during the previous excitement the Menomonees had much neglected their agricultural and mechanical labors, they returned after this council (contented with the formal concession of a right which the chiefs had, however, never refused to acknowledge when the young men wanted to exercise it) to their pursuits, and have from that time till September (when, unfortunately, the excitement was for a short time revived) made more progress in the arts of civilization than previously during many years. I had neither been instructed by the Indian Department to obtain any such action on the part of the Indians, nor thought of it previously, but the propriety of such action suggested itself during the proceedings in council, and I considered the memorial of so little importance, except as to its effect among the Indians themselves, that I did not forward it to Washington until several days after I had returned to my office. It was mailed by me on the 17th of May, and consequently information of the action had could not have been at Washington on the 18th, when Mr. Thompson wrote his letter to the Attorney General, signifying his willingness to submit his claim to the Menomonee council. If a trap has been set for Mr. Thompson by his writing a letter on the 18th May, agreeing to submit his claim to the Menomonee Indians, I know of no one who did it except himself. I have uniformly expressed my conviction, as well in writing official papers appertaining to the subject as in conversation, that the Menomonees in council would not assent to the payment of the claim if no improper influences are brought to bear upon them.

The official business of the Menomonees is not done by twenty-one chiefs, as Mr. Thompson says, or any number of chiefs, but it is done in open council, where all have access as much as practicable, and where every one is allowed to speak. It is true that of late the young men have oftener participated more lively in these councils, since there are many among them who understand as much or more in relation to their domestic affairs, farming operations, &c., than their chiefs.

Generally the decision of the council is unanimous, and then the chiefs, or such of them as are present, sign or make their marks, to signify the assent of the nation to any such documents. Such was the case with the making of the treaty of 1854. Osh-kosh was not present when the conclusion to which the council had come was announced, and was understood to be sick at the time. On their receipts for annuities, the heads of families receipt for the amount paid to them. On their receipts for provisions and other articles furnished to them, as they are generally distributed by bands, the chiefs of the bands, ten in number, generally sign, and in case the head chief of the band is absent, some other chief belonging to the band; but no such action has ever been considered as done fairly, or as binding upon the nation, except it was had in open council and at the common place of meeting.

The list of names of those authorized to act, furnished by the agent to Mr. Clark, I believe contained all the male persons of age on the pay roll; but in calling the Indians to sign either the paper "dissenting from," or the one "assenting to," the payment of Mr. Thompson's claim, on Mr. Clark's request the interpreter called the chiefs in their order, as they were sitting on the benches before us, and after Mr. Clark ascertained that all the chiefs, some thirty in all, had signed, and neither of them, nor any of the young men, were willing to sign the paper in favor of paying Mr. Thompson's claim, he thought that the will of the nation was sufficiently ascertained, and that no further signatures were necessary. From these facts, it appears that the regulation adopted, which, however, in fact was no new one, did not work an injury to Mr. Thompson, as he claims, for there were not even among the chiefs any who would sign the paper in favor of his claim.

Mr. Thompson represents me in my remarks as misrepresenting the treaty of 1854, by telling the Indians "that the sum given by it was a consideration of *the difference between lands in Minnesota and Wisconsin.*" I admitted distinctly, that "the relinquishment by said tribe of all claims set up by or for them, for the difference in quantity of lands supposed by them to have been ceded in the treaty of 18th of October, 1848, and what was actually ceded," was mentioned, and I handed the treaty to the interpreter, and he translated, on my request, the fourth article to them. The Indians, no doubt, well recollected that at the making of the treaty the difference in the number of acres ceded by them in Minnesota, over the quantity ceded to them by the government in Wisconsin, and the value per acre, &c., was the subject of a lengthy debate, and understood it perfectly.

In relation to the charge of Mr. Thompson, that I cheated the Menomonees out of \$600,000, in inducing them to sign the treaty of 1854, I have to state, that I never committed myself as far as to say that any such amount was due to the Menomonees. It is true that the committee of the Senate reported that such amount was due to the Indians; but the same committee, no doubt, on due reflection and re-consideration, reported the amendment to the fourth article of the treaty of 1854, only increasing the amount to be paid \$92,000, making a sum total of \$242,000; and, since it cannot be denied that "the difference in extent between the lands hereby ceded to the United

States and the lands given in exchange," amounting to about 400,000 acres, was an important consideration in fixing this amount of pay, which consideration was independent of the claim previously set up for the Menomonees; and since the said amendment was, as I understand it, reported and agreed to by the Senate as a finality to that claim, I should think that I might be excused if I differed even more than the Senate committee did in their last report with Mr. Thompson, as to the amount of the lands previously ceded by the Indians, for which it was alleged they received no pay. When some of the delegation of the Menomonees visited Mr. Thompson at Washington, they were told, as I am informed and as has not been denied previously, that a great many more boxes (\$1,000 silver) were due to them. My informants may have been incorrect in stating that it was Mr. Thompson who estimated the number at 600. At any rate the amount was immensely large beyond the comprehension of these Indians, and they therefore were willing to pay to the person who would get it for them a large share. Carron, who seems to have been the most intelligent amongst them, however, distinctly states that Thompson told them that he would get his pay out of the money coming from the government and not out of their (the Indians') annuities, and the Indians, until recently, were left under the impression that such would be the case, if they consented to have the claim of Thompson paid. It was certainly my duty to remove such false impressions, and I stated, for this purpose, that it would take two of their annuities (and a part of a third) stipulated under the treaty of 1854; and this is all that I stated in relation to their losing any moneys which they were to receive from the government; neither did I say "that Congress expected them to be directed and governed by him," (me.) Mr. Thompson gives his own report and version of my speech, and then makes his own deductions from it, which, in most cases, are entirely unwarranted, and some of the remarks quoted make no sense. If there was any object in the order of the honorable Secretary of the Interior, that the agent of the tribe should answer Mr. Thompson, it was my duty to correct him where he had taken positions and claimed merits for his case which, in my opinion, did not exist. That his report of my remarks should be admitted evidence, I must object to.

There is one important error, as to my legal rights and duties, and as to the facts in the case, the cause of much complaint on the part of Mr. Thompson, and of most of the persons whose affidavits he produces. They seem to have supposed that my authority as an executive officer had been superseded, and that for any redress against improper means being used to influence the Indians I would have had to apply to Mr. Clark, while I did everything in my power to treat Mr. Clark with the courtesy due to him, and to assist him in obtaining from the Indians a fair expression of their views in relation to Thompson's claim. I was in the Indian country in the regular line of my duty, and a great amount of official business was to be transacted, and it was for me only to judge when and where I should speak to the Indians or transact any business. It is true, that when the Indians on the first day of the council were about to leave us, to counsel among themselves, I suggested, that they be advised not to be influenced by

outsiders, and I believe their council during that afternoon was not interrupted. On the evening I soon learned that emissaries were traversing the settlements of the Menomonees to persuade and to intimidate the Indians, in favor of Thompson's claim. It is true that Mr. Thompson denies that these persons were in his employ or acted under his responsibility; but it seems to me that large amounts of money would not have been offered, if the party most interested had not furnished the means. It was not and is not now pretended by anybody that Mr. George W. Ewing did not come to the pay ground to assist Mr. Thompson; and if Mr. Ewing injured, perhaps, Mr. Thompson's cause more than he assisted it, by offering bribes to the Indians, I have only to express my regret that such means were resorted to. The same is the case in relation to the threat of the removal to the Mississippi, in case they did not allow Mr. Thompson's claim. Mr. Thompson denied that such threats originated with, or were authorized by, him, as well as the threat of the removal of Carron's bones; but since the same were in open council asserted to originate with Mr. Cown, the right-hand man to Mr. Thompson since 1850 and previous, it is probable that the Indians did not believe the denial. I should be the last man to be made responsible for the over-acting of Mr. Thompson or of his friends. It was my duty to counsel and advise the Indians at the time when they needed it most, and to show the absurdity of the threats used. In relation to the conversation which I had with some of the chiefs on the 8th in the street between the houses and the trading shanties of the village, it is self-evident that I intended nothing secret, from the fact that Mr. Charles Grignon there acted as my interpreter. I knew very well that his connexion with the Indian Department would soon cease; that his sympathies and feelings then were on the side of Mr. Thompson and the other claimants, and that he would report anything I said, as soon as they would meet at the house of Mr. Cown, where they boarded together. If Mr. Grignon really misunderstood me and translated to the Indians, that because I was a doctor I consequently knew what lawyers' services were worth, he made nonsense of what he translated; but even though I could not be made responsible for such a mistake of the interpreter, it cannot be shown that it had an effect injurious to Mr. Thompson; for when the Menomonees wanted to leave it to Mr. Clark and myself to fix the amount which Mr. Thompson was to receive, we both declined to do so. The other remark made at the same time, though equally incorrectly reported, was in relation to some action which might be had in relation to Thompson's claim, even if the Indians should not assent to its payment as it was before them. In the opening of his letter of October 19th, Mr. Thompson says: "I have a meritorious claim upon the Indians, independent of the act, for compensation for services actually and honestly rendered," and if this position is right, it proves that I was correct in stating, that if it should be found that Mr. Thompson has actually and honestly rendered services to the Indians, that he has a claim, (independent of the act, or the proviso, or any action under it,) and that it can be examined into by the proper authorities.

There is another error of Mr. Thompson's which has arisen from

the same misunderstanding of my legal rights and duties as an officer of the department, in consequence of which he pretends that I should have made complaint to Mr. Clark in relation to these attempted briberies, threats, &c. The only question with me was, whether I should have the guilty parties arrested, and if doubts had not existed, whether an "act to regulate trade and intercourse with the Indian tribes, and to preserve peace on the frontiers," is in force within this State, I would have probably done so, and then the connexion of Mr. Thompson with these attempts, I think, would have been proved; but Mr. Clark could not supply such want of legal and official power, and it would have consequently been useless to trouble him *officially* with such complaint.

In relation to the question asked "Why was this present of a suit of clothes made to the chief?" referring to the remark made by Sho-wa-no-penassiew, "that they were poor—that even the coat he had on he received from me," (the superintendent,) Mr. Thompson should have stated, that I remarked at the time that I did not want the impression to prevail that I made presents to any of these Indians; that this coat, as well as many other garments which were worn by the Indians, were made up by their own women of cheap stuff furnished to them in the spring. Mr. Thompson himself then and there conceded that the term "present" was used by the chief figuratively, and that I had not made him a present personally. The fact is, that all of the Indians got as much of this stuff as they wanted for their own use and what their women could make up into garments, and this chief as little considered that coat as a present from me as he did the bag of flour, which was his share of the annuity provisions; and Mr. Thompson must be hard up for arguments in favor of his case, that he now picks out this remark occurring in *his* report of the speech of this chief, to throw suspicion on me. (Reference is made to my annual report, and the report of the teacher of the sewing school.)

Mr. Thompson, in again referring to the treaty of May 12, 1854, states, that the Menomonces were induced by the threat of removal to the Mississippi to sign that treaty, and that they would not have signed it without, in his (Mr. Thompson's) absence. In this, again, he assumes to himself too much importance and influence with the Indians, as he did in presuming that the terms of the treaty in relation to the payments to be made were fixed by the Indian Department to injure him. I had told the Indians when I first visited them, that I would do all business directly with them, and without interference of any attorney or of their traders. When I visited them in January following, I told them that I would return soon, authorized to make a treaty with them, and this prospect caused great joy among them. Not one word was said by any one of them desiring that Mr. Thompson should be present on that occasion, and at the making of the treaty itself not one word was said by any of them in favor of paying any claim of Mr. Thompson or of any other claimant. There was no difficulty in making the treaty with them, except with those who had resided on the Oconto, and who were at first not inclined to consent to a change of their territory, which would compel them to remove to the Wolf river. If the late sub-agent, Mr. Suydam, to

obtain their consent to the amendment of the Senate, giving them \$92,000 additional pay, did use the threat of the removal to the Mississippi, I should be sorry for him, and that he took it upon himself to obtain their consent; for I am positive I could have obtained that consent without any such threat.

In relation to the affidavits produced by Mr. Thompson, I have to state that the statement of Mr. George F. Wright can only refer to the payment of Thompson's claim as far as it was depending upon the assent of the Menomonee Indians to it; and I have as well before, as after I learned that Mr. Thompson had declared his willingness to submit it to the Indians, frankly and openly expressed the opinion, that the Indians would not consent to it if the matter was properly explained to them.

Mr. Thompson next introduces W. A. Davis as a gentleman of high respectability, who resides at Muckwa, Wisconsin; I do not know of any other Davis of Muckwa, except one, who is selling whiskey to the Indians, and who has been convicted of it. In relation to the contents of his statement I have nothing to add to what I have already stated in relation to that conversation in the open street with some of the Indians.

In relation to the affidavit of Way-wau-wett, or John Waupose, I have to say that he understands some English, but not sufficient to avoid ridiculous misunderstandings, and on such must be founded, if on anything at all, the statement that I said, "he had better look out that he (I) would hang him." I, of course, never thought of any such thing. His name was struck from the pay-roll in accordance with a rule of the Menomonee council, prescribing that none who did not reside or plant on the Menomonee lands should be put on the roll. He would never have been put on, if it had not been through the mistake occurring through his having two names, and when the mistake was found, it was at once corrected. There was no exception made for any other Indian, who had not complied with this rule, except for a blind man and a widow, and this was done at the request of the council. John Waupose had, at the previous payment, promised that he would at once remove to the Menomonee country, but had not done so, and his statement "that the said Indians would, as he believes, never have thought of rejecting said claim but for the threats and interference of said superintendent, by which he had induced the young men to frighten the chiefs," deserves the less credit, as he had been absent from the Menomonee country most of the time when these proceedings took place. It is not stated that the statement signed by him was explained or translated to him, and under the circumstances he might have been induced to sign almost any statement.

Next he introduces a statement of R. A. Jones and Wm. Johnston.

Mr. Jones is the same person whose contract with the Indians for the cutting of the pine timber on their lands I had declared null and void. Mr. Johnston is one of the claimants referred to in the appendix to your last annual report. To the statement "that the superintendent Dr. Huebschmann has threatened them with a loss of their annuities if they pay Mr. Thompson," there is no foundation, except that I explained to them that the law prescribed that the amount to

be paid to Mr. Thompson would be deducted from their annuities, under the treaty of 1854, when they would become due. These affiants even do not mention the chiefs from whom they got any information, and I believe that, if properly inquired into, it would appear that "the chiefs" never stated so to Messrs. Jones and Johnston, or that the statement of Harvey S. Murray next introduced is based on any reliable information. It is possible that some of these Indians, when they were spoken to or violently electioneered with, in favor of Thompson's claim, felt mortified and did not make any objections; but that these persons, as well as Elias Murray, late superintendent, never heard "any contrary sentiments (in opposition to the claim of Mr. Thompson) expressed by any Menomonee until he (they) heard expressed in the council of the 10th instant," must either appear ridiculous or the affiants prove by such statements that they knew very little of the affairs of the Menomonees during the present year, for it was well known that the Menomonees had, on the 17th of April, under considerable excitement, unanimously repudiated the claim.

In relation to the affidavit of Augustin Grignon, I have to remark that he is an old man, who does not understand any English, and could not be held responsible for the statement submitted by him. However, it contains nothing positive, and the erroneous statements made have already been pointed out in speaking of the other affidavits.

This old man had, indeed, exercised great influence over the Indians, and prided himself in having more influence over them than any other person. That the official business of the Indians is now done without he in the least being consulted, may appear to him "oppressive and unjust conduct." When I took charge of the affairs of the Menomonees, I received much valuable information from this old man, and his son, the interpreter, in relation to Thompson's claim, which was only colored by bitter hostility against it. Recently they have taken an active part in favor of the claim, undoubtedly because they suppose that there would be more prospect, if Mr. Thompson should succeed, of obtaining the payment of the claim of \$15,000 of Augustin Grignon against the same Indians.

The affidavit of E. D. Gumaer, William Powell, and George Cown, shows the same disregard to truth as some of the other statements. Mr. Gumaer had probably not been in the Indian country since spring, and was not aware what had taken place, but George Cown and William Powell, who live there and near there, knew that they were stating what is not true when they swore they "never heard them, or any of them, (Indians,) speak against allowing it until since the assemblage of the Indians, at the present time, at their pay-ground."

They must have been aware of the proceedings among the Menomonees, on the 17th of April, repudiating Thompson's claim.

But all these affidavits are evidently drawn up not with regard to what these persons had seen or heard, or actually knew from reliable information, the source of which could be mentioned, but to convey the impression upon the hasty reader that an undue influence had been exercised over these Indians.

All the affidavits, except one or two, state that I excited the young men to threaten the chiefs; but not a single word is stated which I

had said to these Indians to that effect, nor is even the name of any Indian given who had stated that I had done so or said anything of the kind. Such evidence would be ruled out in any court.

In relation to the letter of resignation of Charles A. Grignon, late interpreter, I have to refer to my answer to it, of October 13, a copy of which is herewith inclosed, and to which I have, for the present, nothing to add, except to state, in reference to what the priest said to the Indians on Sunday preceding the 10th of September, that one of the young men came to me shortly after the priest had spoken, dead pale and almost frightened out of his senses, stating that the priest had spoken to them in favor of paying Thompson's claim. I became somewhat alarmed myself, but afterwards I learned, from some of the old men, that the priest had only spoken in general terms of their duty to be honest. I submit whether claims must not be dishonest if the will be put in jeopardy by the sermon or remarks of a Christian minister admonishing his people to be honest? The conduct of this Christian minister was certainly more proper than that of his predecessor, who, (as Mr. Gotier stated in open council on the 7th of May,) at the time when Mr. Thompson's claim was under consideration, during October of 1854, offered to put him (Mr. Gotier) on the list of claimants against the Menomonees with the amount of \$600, if he would get the chief, (Carron,) his uncle, to go in favor of Thompson's claim. Mr. Thompson will deny, of course, that he authorized any such offer to be made.

To give a correct idea of what took place before and after the signing of the paper expressing the "dissent" of the Indians from the payment of the claim, it must be stated that Osh-kosh, though he had only a few minutes previous remarked that he heard his friends among the chiefs wanted to send the question to the President, which of course precluded the idea of his assenting to the claim as it stood, came, through Mr. Grignon misinterpreting what Mr. Clark had said, very near signing the paper "assenting" to the payment. I deemed it my duty to insist on it that further explanation should be given. Mr. Gotier, who had been placed near by for that very purpose, corrected the interpretation of Mr. Grignon, and Mr. Grignon did admit that he had interpreted wrong; and after this Osh-kosh and the other chiefs proceeded to sign the paper "dissenting" from the payment of the claim. After the claim was unanimously rejected, Mr. Thompson presented a paper to be signed by the Indians, which he states was in these words: "We agree that our great father, the President, shall pay Mr. Thompson what he thinks his services are worth, and ask him to decide for us." It seems to me that it was worded somewhat differently, but I am not positive about this. On reading it, and on the suggestion of the agent, who was standing behind me, I remarked that the mission of Mr. Clark in relation to this claim seemed to me to have ended with the rejection of it by the Indians, and that I might be held responsible for any further action had by them in my presence, and I wanted time to reflect. (This remark was not translated to the Indians, and not intended to be.) Mr. Clark, however, without taking the least time to consider my objection, handed the paper to the interpreter, had it translated to the Indians, and asked them if they would

sign it; but none of them would. These proceedings did not take more time than it does to state them, and it is simply ridiculous that Mr. Clark believes or states that I sent, in the meantime, emissaries to the Indians, advising them not to sign such paper. I do not know the reason why those of the chiefs who had expressed themselves in favor of sending the question to the President did not come forward and sign the paper, but I suppose it was on account of their believing to be in a small minority, and because they felt mortified that Oshkosh had come so near to be misled to sign the paper express the opposite of what he intended. I have never expressed to the Indians, or to any of them, any views in opposition to a careful examination of Thompson's claim, and if the Indians had signed such paper without any responsibility resting on me in relation to it, I would have raised no further objections. I believe I have answered all the arguments and statements made and furnished by Mr. Thompson which seemed to call for an answer from me.

Mr. Thompson has not furnished any proper proofs showing that injustice has been done to him by my acts and the remarks made to the Indians, and, I believe, I have done nothing on the occasion which was not proper or necessary to protect the Indians, who were approached by the traders and claimants working in Thompson's interest, against improper influences and against being "controlled by improper means." Though Mr. Thompson denies that he led on these forces to attack and importune the Indians, or that it was done with his knowledge, the most simple Indian would not believe this denial.

Such a bitter spirit of animosity against me is pervading the papers written, since the rejection of the claim, by Mr. Thompson, and the statements furnished by his partisans, that every one will understand that it must be an unpleasant task to oppose the schemes of these men. However, it is encouraging to see that the further the Indians advance in civilization, the more they are disinclined to be used as tools to the iniquitous schemes of these men, and I expect the time is not far distant when they will be capable to transact their own business, and to value properly the services rendered them by others.

Very respectfully, your most obedient servant,

FRANCIS HUEBSCHMANN, *Superintendent.*

Hon. GEO. W. MANYPENNY,

Commissioner of Indian Affairs, Washington, D. C.

NORTHERN SUPERINTENDENCY,

Milwaukie, September 28, 1855.

SIR: During the proceedings in relation to the claim of R. W. Thompson, which took place at the council of the Menomonees previous to their payment for the present year, some developments were made which may be of interest. The report of the remarks made is as near correct as could be obtained under the circumstances, and may be relied upon as to the most important facts. The speeches of the

Indians appear less coherent than they mostly are at other occasions, which is to be accounted for by their minds being embarrassed by the importunities of outsiders and by the probably somewhat imperfect translation by the United States interpreter, who himself felt embarrassed, knowing that through his unwillingness to remove to the Indian country his connexion with the Indian Department would soon cease, and that from the part which his friends took his fidelity on this occasion was strongly suspected. On the 7th instant, seats for the Indians had been prepared in front of the office of the Menomonee agency, and the council was opened about 10 o'clock, a. m.

MENOMONEE COUNCIL, *September 7, 1855.*

Mr. Clark said: He came as the agent of the government in relation to the claim of Mr. Thompson, to ascertain if the said claim is to be paid out of their annuity hereafter to come due. I want to ascertain first the names of all who have authority to act for the tribe, the names of such as attend the council, and their respective voices of consent or dissent. Asked if they were now ready to proceed; the Indians said they were ready. On questioning, they said they were all present who had authority to act.

Mr. Thompson to the Indians: You came to me to help you. It was cold, and you had no home except Crow Wing, where you could find nothing to eat except a little root, and you told me you would starve to death there; you asked me to be your friend, this was about five years ago; I felt for the Menomonee and acted as your friend; I wrote a paper for your chiefs then at Washington; I went to see the Commissioner of Indian Affairs, and he would not take the paper; I went to the President, and then the Commissioner took the paper; you asked me to act as your attorney, and I told you I would do it if the Commissioner was willing; he was willing. You made another paper in presence of the Commissioner, in which I was authorized to act for you; I went to the President and told him you would starve at Crow Wing, and the Winnebagoes, Chippewas, and Sioux, would kill you, and you did not want to go there.

The Commissioner had fixed October as the time for removal; your great father agreed to let you stay until next June. You gave me a map of your land, and you said you had not got pay for all your land. I told you it was very hard to break a treaty, but I would try to get more pay for you; you asked me how much I would charge you, and I told you to fix that yourselves. I told your chiefs to go home and talk to all your people and say how much they would give; and you made at home a paper and you all signed it, and agreed to give me one third of what I got for you if I should keep you from going to Crow Wing. I went to work for the Menomonees in good earnest, and the Secretary and the President said you must be paid, but that they had no money, that I must apply to the great council. The great father sent the superintendent, Major Murray, to the Wolf river to see if a home could be found for you, and it was found. The President was willing you should go there, if the council of Wisconsin would agree to it. I drew up a paper and paid men to take it to

the council of Wisconsin; there was nobody else to do it; nobody else but me. I wrote to the council, and they agreed you might stay, and you felt glad. I was trying to get you more money from one great council; they refused to give you anything, and I went again and told them that they did not understand it; they sent it to the committee, and the committee said the Menomonees was entitled to more than six hundred thousand dollars, and Mr. Walker reported so, but it was too late that year. I had to pay out my own money. The great council gave you money to move up here, and I was sent to move you. I went back to the great council, but before they decided you made another treaty. When I heard of it I started to see you. I saw your father, the superintendent, at Milwaukie, and asked him when the treaty was to be made, but he would not let me advise the Menomonees. Some of you signed another treaty. You signed to take one hundred and fifty-thousand dollars. When I heard that, I addressed another letter to the council, and said it was not money enough, and they added ninety-two thousand dollars, which made two hundred and forty-two thousand dollars; and you signed the other paper, but you did not make any provision to pay me, and I came up last fall to see you, and asked if you would pay me for my long labors. You stood by the paper you had signed, and you made another paper, and I took it before the great council, and I told them if it was too much to pay me what was right. They asked me if one half would do; I did not want anything but what they were willing to give, and the great council passed a law and they said I must have one half. Somebody told the great father that the Menomonees did not want to pay anything, and that I had cheated the Menomonees, and your great father and I agreed to see if the Menomonees wanted to pay me or not, and I came here with the consent of your great father to see if any of the Menomonees do not want to pay me. When did I cheat the Menomonee? Who has been his friend? Who has told the great council about his wrongs? You have spoken through my mouth. Your father (referring to Mr. Clark) wants to ask you if you want to pay me or not, and then your great father will know what you want to do. I claim to be an honest man. My hands are clean. Your great father has agreed to pay the money out of his own treasury, and wait with the Menomonees for twelve years until the money is due under the late treaty. It will come out of the money which you get for the lands sold under the treaty of 1848. I have done all I promised, I want to know if you will give me one half of what you promised. You have nothing to do now with anything else.

When I first saw you your head was hanging down and you were sad; now it is for you to say whether (giving his Indian name, meaning the brave) shall hang his head down or not.

I have got another Indian name, meaning a coon climbing up a tree, but if you refuse to pay me, I will not be like a coon going up a tree, but a coon going down a tree.

I answer to the appeal of Mr. Thompson, I stated to the Indians that the question before them was not merely whether they should act honestly or dishonestly; I had always advised them to be honest.

The question was, whether they would pay to Mr. Thompson \$40,000. They should examine this claim like any other claim, and see if such service had been performed as would justify the payment of such a large sum. In relation to the assertion of Mr. Thompson that he had prevented their removal to the Crow Wing, I remarked that the United States government had always been very liberal to the Indian tribes, and that very seldom a removal had been made against their will. I mentioned the case of the Stockbridges, who, about the same time with the Menomonees, stipulated to remove, and who are yet on the lands which they have sold. In relation to his assertion of having obtained the consent of the legislature of Wisconsin, I referred them to the claim of the Rev. Mr. Bonduel for the same service, which they had allowed at the payment of 1854.

In answer to his claiming so much credit for the Senate amendment to the treaty of May 12, 1854, I stated that I had been at Washington when the amendment was made, and that I probably knew as much about it as anybody who was not a member of the Senate, and I could not concede that the amendment was made through Mr. Thompson's influence. Thompson probably wrote such a letter, but that did not prove that the Senate had acted so in consequence of it. I referred them to the fourth article of the treaty of 1854, under which they will receive the \$242,000, and which first mentions their lands in Minnesota as a consideration for which this sum is stipulated to be paid, and only afterwards claims "set up by or for them," and reminded them that Mr. Thompson had nothing to do with the making of that treaty. I had remonstrated against the payment of the \$40,000 to Thompson, and stated that I did not think that, on mature reflection, they would decide to pay it, and that I believed so still. The money would come out of their own funds when these annuities became due, and would amount to two annuities and part of another.

After Mr. Thompson had made a few other remarks, and I answered him, the council was adjourned and the Indians went to a place about a half mile north of the pay ground to council among themselves. I learned afterwards that none of them did express themselves in favor of paying the claim, some were for paying something, but a majority against paying anything. However, these Indians were under the impression that unanimity was required, and consequently they were not ready to give their answer on the morning of the 8th. In the meantime, Mr. Thompson and those working in his interests were busy trying to influence the Indians in favor of his claim. Mr. G. W. Ewing, in the night following the 7th, labored with Shoneon, one of the chiefs, to persuade him to favor the claim, and when neither persuasion nor threats of their removal to the Mississippi had any effect, he offered him one hundred dollars if would use his influence for Thompson's claim. This fact was stated by Shoneon in open council, and I have reason to believe that this was not the only instance where bribery was used to influence the Indians, and those having influence with them. Archibald Caldwell had been freely speaking of a conversation between William Powell, George Cown and the chief Lamotte, which took place at Milwaukie about the 7th of March last, where all of them were to attend as witnesses in the

habeas corpus case of the Menomonee boy, and when Mr. Powell had spoken of good news he had received from Mr. Thompson in relation to his claim, and Mr. George Cown of \$1,000—soon to be in his pocket for Lamotte. Notwithstanding this statement had been made by Mr. Caldwell, and he had been opposed to Thompson's claim until lately, he was now found to work as hard as he could for it, at the same time advocating his own claims. Augustin Grignon, the father of our interpreter, who had, until on this occasion, been opposed to Thompson's claim, was electioneering and threatening, particularly the old chiefs, and every person on the pay ground who had at their desire and consent been placed on the list of claimants, published with your last annual report, and every Menomonee half-breed was opportuning the Indians in favor of Thompson. Everybody who knows these people, will be slow to believe that they worked without pay or the promise of pay; and in the case of the claimants, the promise of obtaining similar action in relation to their claims after Thompson's should be allowed, may have been sufficient to secure their co-operation.

The threat of their removal to the west of the Mississippi, through Thompson's influence, was used by most of his partizans, and with some Indians not without some success. Mr. Thompson will probably deny that he authorized any such threat to be used, but that it was used extensively is certain; and it appears only as an effort similar to his own, to impress upon the Indian mind the idea of the extraordinary influence he had exercised (and could at a future period exercise again) over the Executive and Congress.

The council did not assemble on the 8th until late. Carron was the first to speak:

MY FRIENDS: The Americans are our friends. I will tell you what I have to tell, and I will not add anything to it. When the commissioner was sent to Lake Pewaigun to buy our lands from us in 1848, the chiefs were unwilling to do anything with the commission; we left it to our young men; then we told them they might have our land, and they might take it away, and have pity on us. Mr. Medill told us we could look at the land destined for our new home, and if we did not like it the government would give us another section of land in this Territory.

After the treaty was concluded we went to examine the land; it did not suit us; it looked like an old burying-ground. After we got back from that expedition, and concluded to go and see the President ourselves and tell him about this location. We did not know anything about Thompson at that time. After we got to Washington we were told to employ a man; we never thought of it before. Our business was only to report that the land was not suitable; but we could not see the President to lay our grievances before him. All the rest of the delegation refused to go to see Thompson except myself, (Carron,) Shaw-wa-na-he-nassiew, Lamotte, and Wauketchon. We four went together. We had a conversation with him in relation to the difference as to the land sold to Medill. We agreed to pay Thompson half of what more he would get for us; he said, if I can get it for you you shall have half and I shall have half. Afterwards he said he would be satisfied if he got one third of what he got out of the gov-

ernment. Yesterday Thompson mentioned some occurrences of which I have no knowledge. When he came here last fall, (we see now our father, the superintendent and agent present,) we saw him off in the woods then, and I did not like it; we did not see him as we see him now. (Meaning in presence of the superintendent and agent.) Our young men did not like it because he used the night instead of the day to do business. We prefer to see business done in the day time. I expected he would bring his claim before us in council, and the President would be requested to pay him so much out of the national (United States treasury) treasury to remunerate him. I, for my part, have heard that the chiefs said that it was the claim allowed by the government to be brought before the nation. I supposed at that time that his claim was sanctioned by the President. I never heard we had allowed him any specified amount, all he told us was "my friends you allow me my claim," but he did not say what it was for. I did sign the paper myself, but I thought that the President and senators would correct it if it was not right. I tell you all I know. I would not add anything to what I relate to you. Our friend, Mr. Thompson, said yesterday his hands were clean. There is so much trouble in this world, that God only knows whether my hands are clean or not.

Osh-kosh.—My father, I shake hands with you, and through you, with all the people of the United States, as you are sent here as a commissioner. We have been trying to come to a decision about this claim. We have not wisdom enough to make a clear decision. I have heard our friend Thompson speak to my people. We understood it well; it is all true what is said about our transactions; but we have come to no exact conclusion, the reason is, we have no laws and we do not understand your laws. We ask your assistance and that of our father, the superintendent. We leave the matter to you. You are sent here and you know the rules, and we want the assistance of the superintendent.

Mr. Clark.—I cannot assist you, if you have any question to ask I will answer it; or if you have any request to make of your great father at Washington I will lay it before him. The simple question before you is, if you assent or dissent to the claim as it has been presented to you.

Carron asked if the majority decided.

Clark.—That depends upon your practice and regulations.

Shaw-wa-na-pe-nassiew.—You see our trouble is great. We do not know how to decide, and we come to you for advice. You are a special agent. As for myself, I could not pay the money of the young men with propriety. Only what I get in my own hands is mine. The young children do not know what is right, and their money should not be taken away to pay a debt. It looks to me like this, that when there is a sum of money paid to us in a pile, the birds of prey carry it off before we know where it is. You see the suit of clothes I have got on is the best I have got. We are all poor. I don't want to give the money of the young men for this debt.

Sho-no-niew.—When I talk fast my heart is strong, and it tells me what to say. I am glad that the President has sent you as judge in

this matter. God thought proper to have the Indians in this country, and you white men were put on the other side of the ocean. It is you white people who have got our land away from us. We supposed you white people would help us along. You have been buying and selling the lands, and after all you pay about a shilling an acre, and how much you get! All these lands were ours. When I was a little boy, they told me the white people were living on the other side of the ocean. All the young men are glad you have been sent here. The little money sent here by government is carried away by mice; you white people are rich and have cities. All the young men are afraid, and we are afraid, to take the money from those not yet born. Those young people would think hard of the chiefs if the money was given away, and I should not like to be blamed so.

Their annuities are small, and we are not willing to allow anything. You will tell at Washington what we say, and our reason. I know not how to write; what I say comes from my heart. It is hard, and we have come to no conclusion. We leave it to you and the superintendent. There is something that we suspect is not right. (On suggestion of others he withdrew that remark.) We are uneducated, and want to leave it to somebody who understands your laws.

Mr. Clark repeated his refusal to decide the claim, and then asked if they wanted further time; and, on their asking for further time, requested them to be ready to give an answer on the morning of the 10th.

COUNCIL, *September 10.*

Carron spoke to his people, and then addressing Thompson: The bad birds are plenty. I have nothing against you, although I have heard something that is not right. The Great Spirit has created us both. I would not be frightened at anybody's talk. You brought our people here, and it was our wish. We lost a great many of our little things. You could not bring them, as you transported some of the white people at the same time. The white people got dissatisfied, and some of them went ashore. Mr. Clark has been sent here to hear our sentiments, and I am expressing my views. As I have heard you would take my bones away to the Mississippi after I am dead, I want to tell you what you had better do. [Here Mr. Thompson interrupted by denying that he made any such remark.] I am perfectly astonished, if it is true what I have heard; and I am astonished at you. If it is not true, it has to come out here. [Here he turned to J. Cown, with whom Thompson boarded, and who had reported the remark as Thompson's.] I laughed when I heard it. I recommend you will not drop any of my bones. I want them together, if they are here or on the Mississippi. Put them in a strong bag, and keep a strong watch, so the dogs do not run away with some of my bones. Not only this has been used to frighten our chiefs. If you should want to get the removal of myself and the others, I think you could not get it if you said you wanted to remove my bones. You may get my bones, but you cannot get my soul; that will go up where all the good spirits go. You are welcome to my bones.

I talk for the young braves. The money hereafter to be paid will be paid each in their own hands. Myself and all these young men

are not willing to allow your account. I am not the first chief, but I belong to the family of chiefs. I have been the spokesman of the young men ever since I have been a man, and this is well known to the white people.

Ko-mane-kin said to Thompson: I speak in behalf of the young men and warriors. We refuse to allow you anything.

(Show-noniew and Old Ayamd-tah standing up with him.)

Osh-kosh to Mr. Clark: I am a chief, and I am no chief; I am weak, thinking one way and then the other. It is true, my father was the head chief, and I am in his place. We can come to no decision. I would rather resign.

In 1827, when Messrs. Cass and McKinney, at Butte des Morts, inquired who was the head chief, I was recognized as such. Whenever I say anything using my authority, I have always had the consent of the nation. You have heard my friend Carron; I have also friends among the chiefs. We want to send the question to the President. They (his friends) have not come to any decision, except to leave it to the President to decide what is right. The reason is we are not well acquainted with the labor that Thompson has performed. We wish the great father to take everything into consideration and decide. We shake hands with you, and through you with the President. You tell him to take care of us.

Sho-ne-on, (Show-wa-no-pe-nassiew and Keshe-na standing up with him.)

Our father was not the head chief, but he was speaker. Myself and the young men think that the account of Mr. Thompson is too high. We refer it to the great father and the great council, they will decide if it is a legal claim or not, at Washington, in the great council house, and our great father, the President. In relation to those claims which were certified to by the late agent, Mr. Suydam, I have to say we are all opposed to it and we want to break it up.

When Mr. Clark had ascertained that the Indians had nothing further to say, he told them that he had prepared two papers, one for those to sign who did assent to the payment of the claim, and another for those who did dissent. On his request to furnish him a list of all those authorized to act, Mr. Hunkins, in accordance with the regulations adopted by the Menomonees, May 10, 1855, handed to him a list of all the chiefs and young men. Old Ah-yah-mee-tah's name happened to be the first on the list; he said he would sign the paper which Osh-kosh would sign. Osh-kosh being called, it appeared that he had not yet understood the object of the two papers, and through a blunder of Mr. Grignon in interpreting, came near signing the paper in favor of the claim, though he had just expressed himself opposed to its allowance by them as it stood. The misinterpretation of Grignon was corrected by Mr. Gotier, and then Osh-kosh unhesitatingly signed the paper against the claim. Ah-yah-me-tah followed, and Mr. Thompson here expressed his willingness to dispense with further proceedings as to the affixing of the signatures of the Indians, and to admit the claim to have been unanimously rejected by the Indians; but I preferred to let all the Indians give their decision in this way. After all the chiefs had signed the paper against the claim, Mr. Clark thought this sufficient. I preferred to have the young men

sign, as they seemed desirous to do so. To save time, Mr. Clark asked whether it was not generally admitted that all the young men had a right to sign, and the question was answered unanimously in the affirmative, and he further asked, whether there was any one in favor of the claim, and the answer was unanimously in the negative.

In the meantime, Mr. Thompson had prepared a paper for the Indians to sign, requesting the President to examine the claim of Mr. Thompson, and to pay him what he thought was right. Mr. Clark had the paper explained to the Indians, and asked them if they were willing to sign it; but none of them was willing to do so. So ended the proceedings in relation to Thompson's claim.

The regulation allowing the young men an equal voice with the chiefs in all questions in relation to the granting to any claimants their annuities, or any part of them, was, no doubt, very inconvenient to Mr. Thompson, as well as to those whose claims were to be allowed in the wake of his. Some of the chiefs might have been prevailed upon to yield to the demands made upon them by appealing to their generosity, others by threats, and perhaps some by bribing them. But under this regulation, the voices of the young men would have to be silenced in addition.

Carron is an intelligent and honest Indian. From the account he gives of the proceedings at Washington, when they were taken to Mr. Thompson to employ him (by George Cown) it appears that they there were willing that Mr. Thompson should have a part of the immense amount of money (large beyond their comprehension) which he said he would get for them; but the idea never entered their heads that Mr. Thompson's part was to come out of their annuities. Carron is at their councils, when claims come before them, one of the most ready to pay fair claims, but has strenuously opposed the claim of Thompson, for the reason that he has not got for them the money which he promised he would get allowed.

It further appears from his remarks, that they never would have thought of employing Thompson if their affairs had been attended to speedily by the proper authorities.

If I ever had entertained any doubt, whether the claim operations of Mr. Thompson and Mr. Ewing, with and for the other claimants, were carried on jointly or not, their acts, during these proceedings, would have removed it, and the Indians understood it well.

I care very little for the abuse which will be heaped upon me by them; but I had hoped that they would have saved themselves the disgrace of threatening Mrs. Donsmon, (the estimable old lady who has, for a scanty compensation, done as much for the Menomonee Indians as any other person,) with removal from the place of teacher, because she would not be bribed by being put with \$300 on the list of claimants, and would not favor a policy which she knew to be detrimental to the Indians.

Most respectfully, your obedient servant,

FRANCIS HUEBSCHMANN,

Superintendent.

CHARLES E. MIX, Esq.,

*Acting Commissioner of Indian Affairs,
Washington, D. C.*

No. XXVIII.

Letter of the Secretary of the Interior to the President.

DEPARTMENT OF THE INTERIOR,
Washington, December 26, 1855.

SIR: I have the honor to return herewith the report and accompanying papers submitted to you on the 29th of October last by the Secretary of the Treasury, in relation to the claim of Richard W. Thompson against the Menomonee Indians, which you handed to me some time since, in order that Mr. Huebschmann, the superintendent of Indian affairs, might be informed of the charges and complaints made against him by Mr. Thompson, and afforded an opportunity to be heard.

The Commissioner of Indian Affairs feeling himself, also, somewhat reflected upon, has, in transmitting Mr. Huebschmann's reply, entered at length and minutely into the origin, progress, and nature of the transactions in which this claim has its foundation, and with a view to show the extent and character of Mr. Thompson's services to the Menomonee Indians. The whole subject is now again laid before you for your consideration, and for such disposition as to you may seem right and proper in the premises.

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

R. McCLELLAND, *Secretary.*

To the PRESIDENT.

No. XXIX.

Letter of the Secretary of the Interior to the President.

DEPARTMENT OF THE INTERIOR,
Washington, March 8, 1856.

SIR: I have the honor to return herewith the Senate resolution of the 6th instant, which you referred to this department, calling for information, and all the papers connected with the case of Richard W. Thompson, of Indiana, now on file in the several departments.

All the papers having reference to the action had upon this case since the passage of the act of March 3, 1855, were returned to you from this department in a letter dated the 26th December last, of which the enclosed is a copy. There are other papers on file in the Indian Office showing the action had prior to the passage of said act, which I will cause to be copied and laid before you, if you should construe the resolution of the Senate as calling for all the papers having reference to the case from its inception.

The papers which accompanied my letter to you of the 26th December, however, are believed to contain all the material information possessed by this department on the subject of said claim.

I have the honor to be your obedient servant,

R. McCLELLAND, *Secretary*

To the PRESIDENT.

REPLY

OF

R. W. THOMPSON

TO

A COMMUNICATION

FROM THE

COMMISSIONER OF INDIAN AFFAIRS

TO THE

SECRETARY OF THE INTERIOR.

REPLY

THE PRINCIPLES OF THE REVOLUTION

THE PRINCIPLES OF THE REVOLUTION

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THE PRINCIPLES OF THE REVOLUTION

Faint, illegible text covering the majority of the page, appearing to be bleed-through from the reverse side.

REPLY.

[To accompany Ex. Doc. No. 72.]

WASHINGTON, April 26, 1856.

To the Committee of Indian Affairs of the United States Senate:

Hitherto, in what I have written and said about my business with the Menomonee Indians, I have treated the *Commissioner of Indian Affairs* with lenity. I have foreborne to assail the integrity of his motives, and when I have had occasion to complain of his official oppression, have made no opprobrious reflections upon his conduct. I am slow, at any time, to suspect that a man is influenced by improper motives, whatever his conduct, but prefer to suppose the reverse until *compelled* to a contrary conclusion. There are no emotions that I cherish more cordially than those charitable ones that teach us to throw the mantle over what we even *know* to be the faults of others; for there are none of us, whether in public or private life, or whatever pretensions we may set up, who are in a condition to pluck the mote from a brother's eye until we have first removed the beam from our own. But the course of the Commissioner has been marked by such an untiring spirit of personal hostility towards me; so stubborn a persistence in misstatement and misconstruction; and has been characterized by such wanton and wholesale calumny, not only of me, but of *every man* who has had a word to say about my business or a thing to do with it; it is so far at variance with that dignity which gentlemen always practice, and which public officers are bound, by the honor of the government, if not their own, to observe, that I am released from any further obligation of respect towards him, and am convinced that what I have heretofore endeavored to exhibit has been misapplied and undeserved. Justice to myself, therefore, demands that in stripping from him the cloak of official purity which he pretends to wear, and in making apparent his oppressive and iniquitous exercise of official power, I shall deal in stronger language than I have heretofore employed towards him. Yet, even in this, I shall present a striking contrast between him and myself, by not forgetting that there are many things that all honorable men will refrain from saying, from a sense of justice to themselves and their own character. *He* feels no such restraint, but does not scruple to do whatever the bitterness of his hatred may suggest and the consummation of his purposes require.

One of the most brilliant of English orators, in enumerating *crimes* upon a celebrated occasion, spoke of a class that were not against the written law, but against "those eternal laws of justice which are our rule and our birthright." He characterized them as crimes of "forethought and deliberation," which show that their perpetrators are "dyed in grain with malice, vitiated, gangrened to the very core," and

which are "aggravated by being crimes of contumacy." He referred to *official oppression*, to the conduct of those in public places who, forgetting that offices are created for purposes of justice, turn such as they accidentally possess into receptacles for defamation; who, instead of regarding them as places where business is to be done in a just and honorable way, convert them into manufactories of falsehood, and who keep on hand a quiver of envenomed arrows, that every man who crosses their threshold may be wounded, and that every wound may be filled with deadly poison. He who sat for the picture thus drawn has furnished to the Commissioner the model after which he has moulded *his* official form, and as the great original exulted in the cruel exercise of authority which enabled him to crush the very heart of citizen and subject into atoms, so he now boastingly displays his official dagger, vainly supposing it to be reeking with blood which he thinks his reckless stabs have drawn from my veins. But as the ambitious prototype fell beneath the blows of his adversary, so it has become my duty, though not my pleasure, to show that the Commissioner has wounded himself, not me, and that the blood, streaming from the point of his dagger, comes from his own veins, not mine. When he shall thus find himself transfixed by the weapon he has aimed at me, it will be curious to see which will excite his surprise the most, his folly or his stupidity.

So long as it was not rendered absolutely necessary for the defence of my reputation, I was content to let him alone, with the single accusation of his having *prejudged* my case, when it was not before him for official action and when he had no legal jurisdiction of it. And I made this charge in terms of mildness, so that it should not be understood as including one of official turpitude. I should have been content to leave it there, without further comment, and to have attributed his conduct to misguided zeal in the performance of duty, but his recent conduct forbids that I should longer do so, and compels me to place another and different estimate upon his motives. He has now shown himself to have been, from the beginning of his assault upon me, utterly insensible to any manly and honorable feeling, and to have been stimulated by the most untiring malignity; a malignity which renders his moral perceptions so obtuse that he can see no distinction between truth and falsehood, or which makes him indifferent in his choice between them. And all this I shall make perfectly apparent to such as shall investigate and understand the facts.

And yet I am perfectly well aware, *and so is he*, that however plainly this may appear, I have more at hazard in this controversy than he has. I stand alone—a mere private individual, in the prosecution of a private right—with none of the prestige which is given by official position. He is shielded by the place he occupies, and borrows both strength and insolence from the fact. And he knows, too, that there are thousands who hunt after defamation and feed upon it as anxiously and greedily as he does, who will read and treasure up the contents of his official papers without seeing or caring to see in what my defence or his falsehoods consist. The consciousness of this advantage over me has led to his industrious and persevering efforts to perpetuate his slanders upon the public records, that, if he can

accomplish the ruin of my reputation, he may gloat over and fatten upon his work as the hyena does upon the bodies of the dead.

And I am also aware, *and so is he*, that I have been and yet am prosecuting the controversy with the odds greatly on his side. He is a salaried officer, with salaried superintendents, agents, clerks, and others, who are all obliged to do his bidding, and who understand, full well, that he judges of their capacity for the public service less by their ability to perform legitimate duty, than by a blind submissiveness to his will. With such materials, ready to his hand and furnished at the public expense, he carries on his official machinations. He has the power to establish, and, doubtless, does establish, "a universal connivance from one end of the service to the other," to strike at whomsoever he shall mark as the victim of his passions and his hate. And when he meets with such a willing and obedient instrument as the *superintendent* whom he has employed in my business, he finds no difficulty in binding them together in a common league, "to support mutually each other against the inquiry that should detect, and the justice that should punish their offences." But I have no such paid auxiliaries. Every blow I strike has to be struck with my own arm; every mile I travel must be travelled at my own expense; every clerk I hire and every line I print has to be paid for out of my own pocket; and every day I am from home is at the injurious neglect of my own private business. Understanding all this, he has continued to pile up his load of persecution and oppression upon me, expecting every moment, doubtless, to see me crushed beneath its weight. But how slight a conception he has either of the resources or the energy which a man receives from the inward consciousness of his own integrity. With all this odds in his favor, he has not yet accomplished his work of destruction, and will be surprised to find me yet daring to confront him, and flinging back upon him his own arrows, but with the poison extracted from their points. Instead of being prostrated by his blows, I may yet teach him to wonder how it is that he has so widely missed his aim. And if, when I have done so, he shall find the load he prepared for me falling upon and crushing him, he may derive consolation from the fact that history will furnish other examples than his own, where instruments of torture have been applied to their inventors by those for whom they were designed.

This much I have deemed it my duty to say, before I enter fully upon a reply to the communication of the Commissioner, of December 22, 1855, addressed to the Secretary of the Interior, which I was unable to see until a copy of it was sent to me at home by the acting Commissioner, on the 22d of last month. That communication extends over *one hundred and sixty pages* of foolscap, and the report of the superintendent, which accompanies it, covers *seventy-one pages more*, making a document of *two hundred and thirty-one pages* in length! The care taken to prepare such a paper, much longer than his annual report, shows how anxiously he has devoted himself to it, and that he must have been moved by some powerful impulse. What that impulse was will presently appear, and the paper itself will show to those who shall become familiar with the facts, that such an extra-

ordinary combination of official stupidity and malevolence is not likely to be found anywhere else amongst the records of the government.

My statement will be found amongst the papers, several times repeated, that I entered *unwillingly* upon the business of the Menomonees, and the unfounded and gratuitous accusation to the contrary, made by the Commissioner without the slightest proof, will justify me in going a little behind the time of that employment, to show why I happened in Washington at that time; and this explanation will furnish a complete answer to some of his other equally groundless insinuations. Before the close of my last term of service in Congress, March, 1849, I had announced my determination to retire to private life, that, by devoting myself to my profession, I might be relieved from pecuniary embarrassments, occasioned by many years of active political life. At the close of the session, a proposition was made to me by Messrs. W. G. and G. W. Ewing, both of whom I had known as distinguished members of the senate of Indiana, that I should, as *their attorney* and for a stipulated compensation, undertake to prosecute before the proper authorities of the government some claims against several Indian tribes; a portion of which were in their own names, but much the greater part were held by them as *attorneys in fact* for others; and as collateral security for the payment of debts due them by some of the claimants; not for goods sold by *them* to the Indians, but by wholesale to these claimants. I did not then, nor do I now, know what arrangements about compensation existed between them and the original claimants; it was no business of mine, and I did not care to inquire. But as I could see no good reason why I should not become *their attorney* when they were willing to pay me a fair compensation, I assented to their proposition and initiated the business as soon thereafter as I conveniently could. I found it not only tedious, but difficult—requiring almost my entire time. The most of these claims were finally allowed by the Hon. T. Ewing, then Secretary of the Interior, and were paid to the proper parties; *not one dollar of the money except my fees, as I solemnly aver, ever having been paid to me.* I had nothing to do with the claimants. I looked only to W. G. and G. W. Ewing, and received my pay from them—not as their partner, as the Commissioner falsely charges, but as *their attorney*. There were some afterwards, who suspected the propriety of allowing and paying these claims, and an inquiry in reference to them was instituted by the House of Representatives, which resulted, after careful investigation, in sustaining the action of the Secretary, and in justification of their payment.

A portion of the claims thus prosecuted were finally acted upon and allowed by *Congress*, upon the recommendation of the Secretary, but a large part of these belonged, by assignment, to a gentleman who recently died in Indiana, and who was represented by the Messrs. Ewings. As my other engagements were with them, I held them responsible for my compensation in these, also, and was paid by them as in the other cases. Every dollar that I received was paid me as *attorney*, and the average of my compensation was *less than five per cent.* upon the amount paid. My original contract with W. G. & G.

W. Ewing stipulated for *five per cent.*, but the amount upon which it was computed was less than the amount actually allowed, so that the average was thus reduced. For example: there was one case where the amount allowed against the Miami Indians was \$63,772 21, in favor of *forty-six* claimants, and based upon an award made by Major E. Murray, late Superintendent of Indian Affairs; the Hon. W. Z. Stewart, now a judge of the supreme court of Indiana; and the Hon. G. N. Fitch, late a member of the House of Representatives. There was another against the Pottawatomies, allowed by Congress upon a report made by General William B. Mitchell, as special agent, where the amount was about \$90,000, payable to a large number of claimants. And in my original contract there were about \$20,000 against the Sacs, and Foxes, and the Pottawatomies. Yet, for all the claims here named, I was paid only the sum of \$4,468. The reason was this: that, amongst so large a number of claimants, there were many who had not agreed to pay any compensation, and who, after the debts were allowed, drew their money without doing so. I make this detail because it is a necessary reply to a most reckless and unfounded charge made by the Commissioner, that I have amassed, *in partnership with W. G. & G. W. Ewing*, a large fortune by the prosecution of Indian claims. And when I come to state other facts to the same effect, it will then be seen how utterly indifferent he is whether any statement that may seem to answer his purpose is true or false.

It became necessary for me, in the prosecution of the claims I had thus undertaken, to spend the greater part of my time in Washington, which I did, with my family, at a heavy expense. I was here, engaged in this business when the deputation of Menomonee chiefs visited here in September, 1850, but was, at that time, making arrangements to leave for home. I was anxious to get home for many reasons, and was, therefore, disinclined to engage in any *further* business relating to Indian tribes; for although in the line of my profession, yet it was not such a practice of it as harmonized with my feelings. Therefore, as will be seen hereafter, I hesitated about undertaking the business of these Indians.

Amongst the claims I had thus prosecuted was one in favor of *George Cown* for about \$8,000, against the Menomonee Indians; by the prosecution of which I learned all that I then knew in reference to that tribe. The Commissioner has paraded this claim and has entered into a long argument to show that it was unjust. My only connexion with it was that of *attorney*, and I do not feel called upon to re-argue it; indeed I should find it difficult to recall the facts to my memory. The Commissioner *at the time* thought it valid and allowed it, and it is rather late for the government to assail it. It *may be* that I have even obtained judgments from the *courts* that ought not to have been granted, but I have not *designedly* done so. My understanding of this case has always been, that *Cown* was indebted to W. G. and G. W. Ewing for credits extended to him in the purchase of goods in New York, and that they held this claim, or part of it, as collateral security for the payment of the debt. I am as sure that such was the case as I can be of anything of which I have not positive and personal knowledge. At all events, I was employed and paid by *them* in this, pre-

cisely as in the other cases, and had no care or knowledge about the manner in which the proceeds were disposed of. It was none of my business. My fee was \$400, and that was paid me, not a dollar more. And yet the Commissioner, with an utter disregard of truth and without a particle of evidence, has, in his recent communication, especially referred to this, amongst other cases, in pretended proof of his charge that *I have made a large fortune* by prosecuting them in partnership with W. G. & G. W. Ewing. To this I shall recur again, and then shall have occasion to fully expose his unfairness, and the unblushing manner in which he has deliberately manufactured this false accusation out of *whole cloth*. He has hunted amongst the records of his office, as a ravenous animal hunts for prey to appease his hunger, and whenever he has found a paper with my name upon it, has, with a perfect indifference about its true history or import, attempted to dovetail it into matters with which it has no connexion, and to use it as the foundation of base and malicious slander. I speak strongly, contrary to my inclination or habit, but I am driven to it by unparalleled official oppression. The *Commissioner* has no right to complain that I do so, for he has, without provocation, begun the controversy, and has continued it for more than a year after Congress has made an appropriation in my favor. He has shown an entire disregard of the will of Congress, and has taken advantage of his official position to defame me in a manner as unfair as it is disreputable. A man who would thus cumber the records of a public office with malicious and heartless slanders, when he knows that the refutation of them cannot be preserved upon the same records, should be held up to public scorn, as unfit for honorable association or official position. And in this view my case becomes one in which every man in the nation has an interest, for it involves no less than the settlement of the question, whether, or no, in this country, where the *citizen* is presumed to have some privileges worthy of protection, a public officer has the *right* to practice oppression in his office to gratify his personal malignity and revenge. If such an officer has no sense of shame on his own account, he should recollect that something is due from him to the character of the government by whose authority he acts. As our government is constructed upon principles of justice, and its success and perpetuity depend upon their preservation, the public functionary who outrages and violates those principles by his conduct is guilty of a crime scarcely less than treason. It is more dangerous than treason; for that crime is one from which men shrink at once with instinctive patriotism and horror. But the malignant and unscrupulous officer who puts forth only his gilded exterior, while he secretly crawls about in the filth and slime from whence issues defamation and its kindred vices, scatters by slow and insidious degrees the destructive poison of his influence, so that it may creep into every vein and artery of the government before the public can be aroused to the enormity of his guilt.

The first time I ever saw any one of the Menomonee Indians a portion of the chiefs called to see me in this city. By whose instrumentality they were induced to do so I did not then, nor do I now, know. It may be that as I had successfully attended to the business of *Mr.*

Cown, (who is himself part Indian, of the *Ottawa* tribe, I think,) and as he accompanied them here, they were advised by him to do so; but I do not know, as I never heard him say a word upon the subject, and never saw him until he came with them to visit me. One thing, however, I do know, and solemnly aver, that I did not, nor did anybody for me, with my knowledge or consent, employ any means whatsoever, either directly or indirectly, to induce them to do so; and the Commissioner speaks falsely and wholly without the slightest reliable proof when he charges the reverse. The first intimation I had of their wish to call on me was when a messenger from them called to know if I would see them. The credit to be given to this statement must, I know, depend in a great measure upon the estimate that shall be put upon my own character for veracity, as it is easy to see that there is much greater difficulty in proving such things than there is in proving ordinary negatives. Whether those who know me best shall suppose me to possess a sufficient regard for truth to scorn a falsehood about such a matter, I shall leave to be decided by them, perfectly satisfied to be concluded by whatever award they shall make. But certainly *some* consideration should be given to my own explanation of my own motives and conduct, when it is considered that the Commissioner does not offer a particle of *proof* to sustain his *assumption* that I cunningly inveigled these Indians into my power. The meanest criminal is entitled to the presumption of his innocence until his guilt is proven, and I am at a loss to know by what authority he places *me* beyond the protection so justly and universally afforded by this rule. If he acts upon the presumption that this authority is conferred by the *prerogative* of office, he should be taught, if he does not know, that even *royal prerogative*, under the constitutional monarchy of England, does not confer upon the *king* the power of doing causeless injury to either property or persons. It is neither just nor fair that he, as a public officer, engaged in the administration of a government whose *basis* is justice, should be permitted to place his unsupported *suspicious* upon the public records as *facts*, that he may thereby inflict an injury upon a private citizen for the mere gratification of his personal malice. If he shall be countenanced in starting out, as he has done, with the foregone conclusion that I have committed some most grievous wrong, and then in warping, and twisting, and perverting, and distorting every fact and circumstance before him, to make me appear so, what man is there who has business with his office who is secure against like assaults? If he is to be justified in *forging* out his conclusions to my prejudice, without regard to what is really true, may he not hereafter act with equal unfairness and impunity towards others? But I protest; as a citizen, having but a common interest with others in a just and proper administration of the government, I protest against having that administration, or any part of it, governed by the abominable doctrine that "*the end justifies the means.*"

When the Indians came to see me, they were accompanied by their own friends, who were all strangers to me, and who were brought along to act as interpreters. We had a long conversation, which resulted in their communicating to me, confidentially, that they had lost

confidence in the government agent who had charge of them, and in the understanding, at their request, that I should receive a visit, the next day, from the entire delegation. This visit was made, during the next day, and before it terminated the *agent* was present. They spoke to me *only as a friend* who sympathized with them; not a word was said, either by them or me, about my acting as their *attorney*, and I had not the remotest idea that they intended to request me to do so. I advised them that as the immediate and most pressing object of their visit was to obtain a postponement of the time of their removal to the west of the Mississippi, they had better sign a memorial to the President, explaining their wishes, that he might know what they desired. They requested me to draw it, and I did so, and it is now on file in the Indian office in my handwriting. It was signed by them, after a full interpretation, in the presence of the government agent and interpreter, but was not attested by either of them, as they both declined to do so without assigning any reason. I agreed to go with them to the Indian office that they might lay it before the Commissioner—the next day, I think—and they left the paper with me, with the request that I would present it for them. At the time designated we all met there, when a council was held between the present chief clerk of the Indian office and the Indians, the agent being present, but the Acting Commissioner being absent. The chief clerk called on the *agent* to state the object of bringing the Indians to this city, and he *could not or did not tell!* The demand was several times repeated, with the same result each time. He then called upon the Indians to explain their object, and they, pointing to me, promptly told him that I had in my possession a paper, signed by them, which expressed their wishes, and which they desired him to examine. The chief clerk did not receive the paper, but it was read by me—he informing the Indians that the interview was not intended for anything more than merely to ascertain the object of their visit, but that, in a few days, the Acting Commissioner would be present, when *he* would hear and consider what they had to say. I cannot perceive what the present Commissioner expects to make out of the assertion upon which he has ventured, that the Indians, at this interview, “*did not say one word about any claim for additional compensation.*” It is certainly not a little curious that he should have made such a statement, when the report of what the *head chief* said—which he has copied into his communication—shows his distinct declaration that “the delegation had come here for the *express purpose* of relating circumstances connected with Mr. Medill’s proceedings among them, and concerning the treaty which Mr. Medill had made with them.” Then, referring also to the time of their removal, he said, “that the delegation had all signed a petition, which they wished their father to look at”—which was the paper in my possession. Was not this sufficient reference to the matter, at this mere initiatory point?—especially when they were told that nothing was to be decided at that interview. Does the Commissioner mean to say that, when they came here they had no idea of a *claim*, and that it was hunted up for them by me and others? He does this by insinuation, in a manner that would bring discredit upon a pettifogger in a justice’s court, and in defiance of the fact, *stated by himself*, that, in the

very first sentence uttered by the Indians, (which was *before* I was their attorney, or they had even spoken to me on the subject,) they declared that to attend to the business growing out of the making of the treaty of 1848, was the "*express purpose*" of their visit. His statements are absurd, and contradicted by the contents of his own communication.

The interview with the *Acting Commissioner*, promised by the chief clerk, took place September 7, 1850. Between the time of the first interview and that time, the Indians solicited me to act as their attorney in settling their business with the government, and in prosecuting their claim for additional compensation for the lands they had ceded to the United States by the treaty of 1848. When they first made this request, I expressed my disinclination to do it, under any circumstances, as it would interfere with my wish to return home at an early period, but promised them I would reflect upon it and give them an answer. I told them, however, at once, and positively, that I would not do so, in any event, *unless with the consent and approbation of the proper government officers*. Before I came to any determination on the subject, I had a conversation with the *President*, to whom I explained the business of the Indians, as far as I then understood it, and who approved of the suggestion of the Indians that I should become their attorney. The Indians became very earnest that I should do so, and exhibited some feeling at my hesitation. None of them were more so than was *Corron*, the chief who is now so much complimented by the superintendent as the most intelligent amongst them. I recollect very well the impressive manner in which *he* told me that they all thought the *Great Spirit* had sent them to me, because they were so trodden down that their heads were upon the ground, to use his own figurative expression; and the Indians have several times told me that he has always claimed the credit of having excited my sympathies by his appeal. They seemed to have lost confidence in everybody, and to entertain the idea that the *government officers* were their worst enemies. Their condition did excite my sympathy, and I should have despised myself if it had not done so. I was not aware of any good reason why an Indian tribe, who, by the authorities of its domestic government, exercises one of the highest of sovereignty in making *treaties* with the United States, might not, by those same authorities, employ an attorney to transact its business—especially when the government of the United States was the *adversary* party. In our early history it was doubted whether the United States had the power to appoint an agent to reside amongst them and transact their business, without *their* consent, and in many of the early treaties this consent was obtained. But by the frequent exercise of the power the custom has ripened into authority, as has been the case in many other instances of the exercise of doubtful power. Still, if it were an original question, to be now decided under the Constitution, I apprehend it would be found that the authority does not exist, and that the exercise of it, without consent, could only be justified upon the ground of that "*irresistible power*" by which the Supreme Court has said that we obtain dominion over the Indians. The same tribunal—defining their authority—has said, also, that although the Indian tribes are "*domestic*

dependent nations," yet they are still *nations* in contemplation of the Constitution; as much so, in the act of making treaties, as France or Great Britain, and possess full and entire sovereignty over all their domestic affairs. Considering them in this light, and in the additional one of being entitled to the sympathy of the white man when they are oppressed by the government, it occurred to me as both reasonable and proper, if the government officers *had* obtained an advantage over them, whether by mistake or otherwise, in making the treaty of 1848, as they alleged and seemed to believe, that they had as much right to select *their own agent* to obtain redress as they had to make the treaty, or as the United States had, without consulting them, to select *their agent*. Such, I venture to say, would be the conclusion of a large majority of honest minds if the abstract proposition were submitted to them. Yet the present Commissioner has a different opinion, and thinks that government officers may impose upon these poor creatures as much as they please with perfect impunity, and that they shall not be permitted to open their mouths unless these same government officers who practice the imposition will aid them in seeking redress! I subscribe to no such doctrine. I have heretofore resisted it, and, as a citizen, shall continue to do so. I do not think the country will approve it. It is wrong, and there can be no good apology for it. Its practical result is this: that the government may send a worthless and dishonest agent amongst the Indians, who defrauds them of their money, yet the tribe can utter no word of complaint unless they do it *through the mouth of this faithless agent*. The case of these Menomonees, when they employed me, furnishes an example. They had been defrauded out of \$20,000 by the very agent who claimed, before the Acting Commissioner, that nobody but *himself* should be permitted to have anything to do with their business! A most convenient mode, indeed, of cheating Indians—a *monopoly* in which the present Commissioner would secure to *government officers!* Do not these defenceless people need protection against such doctrine and such men? It occurred so to me, and, therefore, I said to them, after reflection, that, in view of all the facts, I would agree to take charge of their business *if the government officers would consent*; which consent, as I have already stated, was promptly given by the President.

At the interview had, September 7, 1850, the Indians repeated to the Acting Commissioner the request they had made to the chief clerk, three days before, that the memorial in my possession should be received by him as expressive of their wishes. At this point the agent interfered and insisted that it should not be received, because, as he maintained, they had no right and should not be permitted to speak *except through him*. This surprised me, for as I had never before been placed in a similar situation, the idea was entirely novel to me; and I so expressed myself in such terms of earnestness as were excited both by my surprise and my sympathy for the Indians. The effect of his resistance, however, was to convince me that, in all probability, there were good grounds for the suspicion of the Indians that this agent had defrauded them, and was then acting falsely towards them. And this conviction satisfied me no less of the right of the Indians to be heard through me, if they desired it, than of the necessity of my

rendering them all the assistance in my power. I insisted on this earnestly, but the Acting Commissioner sustained the views of the agent and *refused to receive the memorial*. I then told the Indians that I would take their paper to the President, explain to him what had occurred, and see if he would not direct it to be received and acted on, and immediately left the room for that purpose. The Acting Commissioner followed me into the hall, and asked if I really intended going to the President. I told him I did, and informed him what I designed stating to him in reference to his conduct and that of the agent, and that I had *already seen the President and shown him the memorial*, and had obtained from him a promise that the time of the removal of the Indians to the west of the Mississippi should be postponed. He begged me not to do so, and said that if I would return *he would receive the paper*. As this was all that I desired, I, of course, consented, and he then received it and placed it on file amongst the records of the office.

I desire it to be especially observed that this occurred upon the 7th of September, for this date becomes important in exposing a false statement made by the Commissioner, when he accuses me of having *forced* the Acting Commissioner, by my threats and overbearing manner, to attest the *first power of attorney* given me by the Indians. Nothing of that kind ever occurred at any time. The only paper about the reception of which there ever was the slightest difficulty was this *memorial to the President*, which had been presented by me, for the Indians, to the chief clerk, before a word had been said about my becoming their attorney; and this difficulty occurred before the Acting Commissioner had any knowledge of the fact that the Indians desired me to become their attorney, or that I intended it. Yet the Commissioner now states that I so threatened the Acting Commissioner as to *compel* him to attest my *first power of attorney*, and then assigns *that* as a reason why it should be considered as invalid. And when he made this assertion he had before him both the official report of his chief clerk, which shows that the controversy about receiving a paper occurred on the 7th, and also the power of attorney itself, which shows by its date that it was *not then in existence*, and which was not written until the 9th, *two days afterwards!* He knew all this perfectly well, but he chose to state the falsehood, because it answered his purpose better than the truth, intending to trust to his official position to shield him from the consequences. I repeat that this power of attorney was not executed until September 9, 1850. All difficulty about receiving papers was then at an end, and it was drawn up *in the Indian office* and attested by the Acting Commissioner, without a word of complaint, and with the greatest apparent pleasure. The Commissioner assails it also, because it is not shown that it was interpreted and signed in the presence of the *agent*. What necessity was there for this, when it was interpreted and acknowledged and signed *before the Acting Commissioner*, in whose *higher authority* that of the agent was merged? Does he mean to insinuate that the Acting Commissioner suffered it to be signed and acknowledged before him, without having its contents properly explained to the Indians? *That is the effect of his language.* And yet no man can look at the paper

without seeing that it has as much official sanction as it was possible to give to it. The fact is, that all these insinuations and senseless assertions about the invalidity of this paper are after-thoughts, never heard of before, because they never entered into the brain of anybody until they crept, lately, into the *inventive* imagination of the Commissioner. And the papers in his office show that what he has said about my forcing it upon the Acting Commissioner is absolutely false. See what the gentleman who was Commissioner at the time of these occurrences, (but who was then temporarily absent,) said of this matter, in his original report upon the case, April 23, 1851, which accompanied his annual report to Congress, December, 1851.—(See page 33 of the annual report.) He says:

“After having presented the aforesaid memorial to the President of the United States, through R. W. Thompson, esq., they, the Menomonees, on September 9, 1850, constituted and appointed said Thompson *the true and lawful attorney of the said tribe*, to act for and in the name of the said tribe in seeking redress for their alleged wrongs, and *they requested the President to recognize him as their sole and only attorney for that purpose. This power of attorney was signed by the chiefs and headmen, who constituted the deputation of said nation in this office, and was INTERPRETED to said chiefs, and acknowledged by them in the presence of the then Acting Commissioner of Indian Affairs.*”

This was communicated to the Secretary of the Interior only a few months after the occurrences took place, and may I not, with confidence, ask, whether anything could be more conclusive? Shall the government be permitted now to gainsay it, when it has stood upon the record uncontradicted for *five* years, and when all the cotemporaneous facts attest that it is a true statement? And yet the present Commissioner has had the effrontery to attempt, by insinuation more than argument, to show that this *first* and my subsequent powers of attorney were *invalid*, to create the impression that *I was never employed by the Indians*, and that my employment and agreement for compensation was never recognized by the government! It is difficult to imagine a greater degree of official assurance. In no other way can these reckless insinuations be accounted for than by supposing that he has suffered his pride of office upon the one hand, and his hatred of me upon the other, to degenerate, by their excess, into a mere passion for their indulgence at any expense. This passion has so filled his mind with illusions, that it works out for facts what never had existence, and tempts him to persist in any misstatement, however groundless, that he, or others for him, may originate, for the purpose of assailing my reputation. Such men are dangerous, both to individuals and the public; to the former because they have no just regard for character, and to the latter because they corrupt the sources of public justice. To gratify their tyrannical and domineering propensities, so that they may rule over men and *gain a name for vigilance and sagacity*, they will invent falsehoods, and circulate and defend them with the most indomitable obstinacy, and without the slightest remorse. How else can we account for the bold and groundless assertions of this Commissioner? To say nothing of those aspects of the case that are personal to me, it is melancholy to see such profligacy

in high official position. What would become of the government if all public officers were thus? See how overwhelming is the *proof* of his falsehood in reference to these important facts.

He quotes from the report of a speech made by me to the Indians, last September, and furnished him by the superintendent, to show that I told them that the Acting Commissioner would not receive the paper presented by me, and that *I went to the President*, and he then received it. He then says that I did not go to the President, in order to make it appear both that the President knew nothing about it and that I had spoken *falsely* to the Indians. I never said to the Indians, or anybody else, that I went to the President between the time I presented the paper to the Acting Commissioner and his receiving it. The facts were just as I have already stated them—observed by not less than twenty witnesses, a number of whom are now in this city—and I could have had no motive for stating them otherwise, to say nothing of the probability of detection, if I had done so. Besides, the *chiefs themselves knew the facts as well as I did*. *I started to go to the President*, and then the paper was received; and that is what I said to the Indians. The superintendent might very easily have mistaken my language, and, badly as I think of him, I will suppose that he did so. But the Commissioner uses it for another purpose, to show that the *President knew nothing about my acting for the Indians*, as one link in the chain of his argument, to show that *I was not recognized by the government*. Here is what he says: "The story that Mr. Thompson succeeded in getting the *President* to issue an order postponing the time of their removal," &c., "is a mere *invention, a fabrication*, and one which, having no doubt served its purpose on more occasions than one, in *managing these poor unlettered savages, is unblushingly* put forward in a memorial to Congress, and made the foundation-stone of a claim against the Indians for professional services." Here is a direct charge of *falsehood and deception* against me; practiced, as he charges, both upon Congress and the Indians. It must either be true or false. If true, then I am not entitled to confidence; if false, then *he* is not. This is a plain issue. What are the proofs? He offers *none*, but *I will*; and if I do not convict *him* of the falsehood *by the public records*, I do not know what proof is. Now, if he will take the pains to examine the records of the Department of the Interior, he will find there a letter from the Acting Secretary, communicating the fact that the *President had agreed to extend the time for the removal of the Indians*. And he will see that this letter is dated September 7, 1850, the day on which the memorial was presented by me to the Acting Commissioner, which will convince him that *somebody* must have explained the matter to the President before that time, or he could not have acted so speedily and promptly. And, more important still, he will then see that *this* letter is addressed to *ME*—not to the Acting Commissioner, nor to the Indians, but to *ME*—because the Indians were represented by me. A copy of it is herewith filed, (see Appendix A,) but the original is in the possession of the Indians. It was handed them by me, and was the *only* evidence they carried from this city that they would not then be removed. The precise facts are, that I conversed several times with the President upon the subject, saw him on the morn-

ing of the 7th September, when I made an arrangement with him for an interview with the Indians, went directly from his house to the Indian office, and, after the memorial was received, accompanied the Indians to see the President, who then told them I had explained their business to him, that he understood it, and would grant their request in reference to the time of their removal. It was but a little while afterwards when I received the foregoing letter from the Acting Secretary of the Interior. But what does the Commissioner care about all this? In fact, what does he *know* about it? Nothing, absolutely nothing. And yet he strikes as if he was perfectly blind himself, or supposed everybody else to be so. What *now* becomes of the charge of falsehood and deception? Who *now* is guilty of the "*invention*"—the "*fabrication*?" Is it not seared and burnt into *his own forehead*, so that the blush would color *his own cheek*, if it could exhibit such emotion.

All these matters being disposed of—that is, the memorial of the Indians being filed, the time of removal being postponed, and that fact being communicated officially to *me*, not to the Acting Commissioner or any other officer of the government—another council was held at the Indian office. And I desire it to be observed, in this connexion, that the Commissioner has sought to create the impression that the Indians had *no other* business here but what I have named; which both the language of the Indians, as quoted by himself, and the facts I shall now state, show to be false. *This* council was held on the 9th of September, 1850, and the only business transacted then was the *execution of my first power of attorney*. The Indians asked the Acting Commissioner if he would consent that I should act as their attorney. *He cheerfully gave his consent*. There was no controversy. Not an angry word was spoken. There was no excitement. I wrote the power of attorney *upon his table and in his presence*. He took it, examined it, had it interpreted to the Indians by the government interpreter, the Indians signed it, and he attested its execution and acknowledgment, as appears upon its face. After this was done, he handed me the paper, and it was retained by me, never being out of my possession until I filed it with my memorial to Congress, where it still remains. Now, the present Commissioner could not, by any sort of possibility, have the slightest personal knowledge of these facts, and I do not believe that he has any record of them in his office, (that from which he quotes relating to a transaction that occurred *two days before* the time here referred to,) yet he has become so absolutely reckless, that, for the purpose of rendering *this power of attorney* invalid, if possible, he has applied to it transactions that had occurred *two days before*, and which had reference to an *entirely different paper!* How is it possible to comment with patience upon such conduct?

This interview of the 9th September was the last one that took place between the Acting Commissioner and the Indians, of which I have any recollection. After that *all* their business was in my hands, as was well understood by all the authorities of the government who had jurisdiction of it. Very shortly after, perhaps the next day, they left this city, with the promise from me that I would examine their claim for additional compensation for the land ceded in 1848, and

inform them whether, in my opinion, it was a valid one. But before they left we had a conversation in referelce to my compensation. I told them that I would make no suggestions as to the amount; that I knew they had nothing to pay with unless something could be recovered; that they had better go home, and after I had examined the case, then, if I thought I could do them any good, they must advise with their friends and each other, and determine *themselves* what they would pay me. One of the Indians, (*Corron*,) in his speech in September last, said that they had agreed while here to give me *one half*, but this is not true. The understanding was as I have stated it, and it was so put in writing by me at the time. The original agreement, signed by me, and showing the fact, is now in possession of the Indians, and I herewith file a copy of it, (Appendix B.) Still the Commissioner, by assailing all my papers, insinuates that *the Indians never employed me!*

When *Corron*, the favorite chief of the superintendent, and the loquacious leader of one faction of the Catholic portion of the tribe, said that they had agreed, while here, to give me *one half*, he stated a little *too much* for the purposes of the Commissioner and superintendent. I never pretended that I had such a claim as that; but if it were true that I ever had, it could not have existed unless I had *been employed by the Indians*. So that the Commissioner is contradicted by the chief Indian witness of the superintendent. He is unlucky. The fact is, there never was any agreement about giving me *one half*. I have no doubt that *Corron* would have made such a one, as he was altogether the most officious chief who was here; and he, perhaps, would have been willing to stand to it had he not been taught by his *government teachers*, who are engaged in the work of *civilizing* and *christianizing* him, that *repudiation* is the easiest and cheapest mode of payment!

I lost no time, after the departure of the Indians, in examining the case upon the evidence furnished me by them and such other as I could procure from the records of the Indian office. About the middle of October I laid my original argument before the Secretary of the Interior. My object then was to arrange the matter by a new *treaty*, as I understood both him and the President to favor that mode. The Secretary, however, referred the case to the Commissioner of Indian Affairs for examination and report. It was retained by him until April 23, 1851, when he made his report.—(See his annual report for 1851-'52, *Appendix A*, page 29.) In a clear and convincing argument, he shows that the Indians were entitled to be paid *at least* the sum of \$221,840, though he did not exclude the idea that they might equitably be entitled to more. This report was adopted by the Secretary of the Interior, and, May 1, 1851, by the President, each of them giving the case a separate and careful examination. In addition to the arguments I had made before the Secretary and Commissioner, I addressed a communication of some length to the President, April 25, 1851, which I presume is still amongst the papers. I addressed him as *attorney for the Indians*, as I had done the other officers. I allude to these facts to show that, during all this time I was recognized by *all* who had jurisdiction over the matter, as their attor-

ney. At the commencement of the report of the Commissioner, April 23, 1851, he states the fact that I was so recognized, and explains afterwards the manner in which the power of attorney that made me so was executed.—(See *Appendix A* to his annual report for 1851, already referred to.) These facts are now of record in the Indian office, and the Commissioner must have had them before him when he prepared his late communication to the Secretary of the Interior; yet he has made statements that are directly contradicted by them. It is scarcely to be wondered at that he should misrepresent other things, when, in the most unblushing manner, he falsifies the records of his own office.

This report of the Commissioner, of April 23, 1851, states that the Indians requested the President to recognize me as their "sole attorney," and it and the other papers show that the President, Secretary, and himself all did so. Here, then, is my employment by the Indians, and the assent to it by every officer who had jurisdiction of the business, clearly and *officially* proven. Does not this raise an obligation on the part of the government to protect me, and to see that I shall obtain a fair compensation? It brought me precisely within the rule of the Indian office, as stated by the present Commissioner himself, for *I have never asked anything more than a fair compensation.* That is the distinct and express prayer of my memorial to Congress. What is that rule? The Commissioner states it to be this: that if the government *shall* recognize an attorney for an Indian tribe, it assumes the obligation of seeing that he shall be fairly paid for his services; and such was the opinion of *Senator Toucey* when Attorney General. I have asked nothing more than this, and have proposed, more than once, that it should be submitted to any accounting officer of the treasury, or to almost any other officer of the government, except the present Commissioner of Indian Affairs, to decide upon the amount of my compensation. The Commissioner says that I did not rely upon this rule when I took the agreement for *one-third*, which he says was "*in violation of it.*" Not so. The rule, as he states it, does *not* deny the *right* of a tribe to employ an attorney; it only refuses to protect an attorney in getting anything more than reasonable compensation. That much it *does* do, whether he has a contract for a particular sum or no. And that is all I have ever asked. It would be the duty of the government, under this rule, to secure this to me, if I had no agreement about amount. As I have never asked any more than that, I am clearly within both the letter and spirit of the rule. Will any fair-minded man say that the government can discharge its obligation to me, then, without seeing that I am justly and reasonably paid? Even the Commissioner admits this obligation, if it be the fact that I *was* recognized by the government; but falsely assumes that I *was not*, in the face of the most conclusive and convincing proof to the contrary.

I do not know what estimate he expects to have put upon his candor, when he makes this assumption, in as much as the proof is so overwhelming against him. It goes even further than I have stated it, and I might well have insisted that it goes to the extent of binding the government to see that I was paid *one third* of the sum allowed the

Indians, but *that I have never asked*. A copy of the agreement of the Indians to that effect, was sent to the Indian office by the Indian agent, soon after its execution, and has remained on file there ever since, that is for *over five years*. To say nothing now about the question whether or no it was or is binding upon the Indians, the fact of its being filed there imposed upon the government the duty of notifying me that it would not be recognized, if it had been designed to repudiate it. What sort of faith is there in permitting it to remain on file for several years, without a word of objection, and then, *after my services have been rendered*, giving me notice that it will not be recognized? The Commissioner says that it is not true that my agreement was recognized. Does not the fact of its being on file so long, with no notice of repudiation by the government while I was rendering the service, amount to a recognition? Shall the government be permitted to sleep so long upon it, and then repudiate it? Good faith forbids it. Such conduct, practised toward its citizens, would disgrace any government, and, more especially, one like ours. The most despotic governments act more justly towards their subjects. The facts, then, being established, that the government did recognize me, that it recognized my contract with the Indians and their agreement that I should be paid, and continued this recognition for several years, and until my services were performed, is it not perfectly clear that it is its duty to see that I am paid a reasonable compensation, without regard to the question whether or no the Indians agreed to pay me any *particular* sum, or whether they are *now* willing to pay or not? Indeed, is it not, under these circumstances, the duty of the government to require them to pay, even if they were unwilling? This has been its course of policy in reference to its citizens, in innumerable instances. If I were seeking to recover the *one third* specified in the agreement, it might be important to know whether the agreement was valid or not, and whether the Indians were willing or not; and the Commissioner has, all the time, argued as if I had asked for the *one third*, and has concealed the fact that I have only asked for *reasonable compensation*. As I have asked only that the questions of the validity of the agreement, or of the *present* consent of the Indians, become of no legal importance, in view of the just duty of the government. The only questions are these—did the Indians employ me?—did the government assent to the employment?—did I render service? These being settled affirmatively, I might leave the whole matter there—but justice to myself requires that I should not let the Commissioner escape so easily, since he has travelled so far out of his way to villify me. A sense of duty to the *public* requires it also—for Lord Bacon spoke most wisely and truly when he said—“he that injures one, *threatens an hundred*.”

But besides all this, there is also evidence of my recognition as attorney by Congress. A memorial was presented to the House of Representatives, bringing the matter before that body, which was signed by me as attorney, and I was so recognized by the Committees on Indian Affairs both there and in the Senate. And still further; the act of the last session, providing for my payment, expressly recognizes me as attorney. And yet, in defiance of all this, in the very

face of this legislative declaration, the Commissioner has denied the fact, and has undertaken to lecture Congress about *its* duty, showing that he considers the little "brief authority" which he employs as elevating him above both the executive and legislative departments.

In this view of the case, it must not be forgotten, that the Commissioner seeks to show that *I was not employed by the Indians*, and that to sustain this position he impeaches the integrity of my first power of attorney executed here, also the ratification of it February 15, 1851, and the agreement of the Indians to pay me, of the same date; which two last named papers have been on file for five years in his office. And, with this kept in view, the great importance to me of a paper *now on file in his office*, and which *he has suppressed* in his statement, will be seen at a glance. That paper is *another* power of attorney, signed by the chiefs of the tribe, at the time of the payment of their annuity, October 27, 1851. In this paper they give me power to "conclude an agreement with the government of the United States, or to agree upon the preliminaries of a treaty with said government," to relinquish their title to the lands set apart for them west of the Mississippi, in exchange for lands in Wisconsin, giving me also full discretion to determine what difference shall be paid them for the exchange. A copy of this power is herewith filed, (Appendix C.) This shows that they considered ALL their business in my hands, and that I had already full power to agree upon everything else about a treaty, so as to bind them. But the Commissioner, in his long review, *has not referred to this paper*. The reason, to my mind, is obvious. If it had no other witnesses to it than those whom he has chosen, most recklessly, to assail by his wholesale defamation, he would have done so. But there are witnesses to it whom he dared not assail, and, therefore, he has *omitted all mention of the paper!* Amongst these are *Lieutenant Collins* and *Lieutenant Hodges*, meritorious officers of the United States army, who were present on official duty to protect the Indians against whiskey-sellers. As these gentlemen could not be reached by the shafts of his malice, he attempts to make his deception complete by a *suppression of the truth*.

What was meant by giving me this suppressed power? Is it not apparent that it was given because that of February 15, 1851, was not comprehensive enough to cover the exchange of lands, with which the Commissioner would have everybody to understand that *I had nothing to do?* That was my own view of the matter, and, therefore, I advised it; and, therefore, it was given. And the fact that it was limited to this exchange, and referred to a treaty that was to be concluded by me, as their attorney, proves conclusively that I was understood to have already, and without it, full power to manage *all* their other business, including the claim for additional compensation for the lands ceded by the treaty of 1848. If there had been any doubt about the validity or sufficiency of the power of February 15, 1851, which the Commissioner assails, it could have been removed, *when this last power was executed*, by extending the last one so as to embrace the whole of the business; but there was not, as everybody concerned perfectly well knew, and, therefore, the authority conferred by it was limited to the exchange of lands. By examining the power of February 15, 1851,

it will be seen that, besides ratifying and confirming the original one of September 9, 1850, it gives me power to make an agreement with the President about the additional compensation for the lands sold by the treaty of 1848. It extended no further, but was valid for that purpose. After examining the case, I concluded that it was the best mode of settling the business to make a new treaty, and understood the President and Secretary of the Interior to concur in this view. I, therefore, deemed it necessary to have this power of February 15, 1851, that the matter might be concluded with as little delay and expense as possible. And as it was neither expedient nor right for me to leave here with the business in the condition it then was, and as I was compelled to go home if I could leave here at all, I was under the necessity of procuring somebody to go to Wisconsin and obtain the power for me; for I was satisfied, from what had occurred here, that the agent would do nothing towards it unless I was there myself, or had somebody there to represent me. Besides, I was yet engaged *as attorney* for W. G. & G. W. Ewing and others, and their business was not closed and needed my attention. Colonel G. W. Ewing was then here, and was unwilling that I should leave. Rather than have me do so, he would agree that he would induce Richard Chute, esq., then at Fort Wayne, Indiana, (and whom I have never seen,) to go to Wisconsin and transact my business for me at my expense. (This, it will be observed, was before the assignment by me to W. G. & G. W. Ewing, which was, as the paper shows, August 2, 1852.) I agreed to this, and instructed Mr. Chute what I desired him to do. It turned out that he could not go, and that Judge W. G. Ewing went in his place, of which I had not the most remote idea until after he had gone. My understanding was, that he went in consideration of the promise of his brother to me that Mr. Chute should go, as I was engaged in their business and they required my services here. I do not think that he had ever had any intercourse with the Menomonees before. He went, however; performed the duty; returned the papers to me; caused the agent to send copies of them to the Indian office; and I afterwards settled with him for the expenses of his trip. Judge Ewing is now dead, and it is, therefore, consistent with the Commissioner's views of propriety to charge a fraud upon him by insinuating that the papers he sent me *were forgeries*, and were *never executed by the Indians*, as they purport, because, he says, he had not time, after he left Fort Wayne, to go to the Indian country, assemble the Indians, and have them execute the papers by the 15th February. He tries to argue out this proposition, in a very senseless manner, by pretending that he knows when Judge Ewing left Fort Wayne—a matter about which I neither know nor care anything. According to his own showing, however, he had *ten days* within which to accomplish it; and I know, if he does not, that five days was abundant time to go there, and five days more sufficient to assemble the Indians and execute the papers. He absolutely stultifies himself, for all the time he was writing this accusation he had lying before him the copies of the very papers he was assailing, showing that they were *certified by the register and receiver of the land office at Green Bay, and the Indian agent who sent them to his office!* Suppose the papers sent me by Judge

Ewing were never executed, how, in the name of common sense, did they become acknowledged before and certified by these government officers? And how did they come to send the *copies* to the Indian office if there were no originals? There are some things too palpable to need argument, and the execution of these papers is one of them. But if he even destroys mine, he only gives to the copies the character of originals; for, if Judge Ewing did not see the Indians, it is certainly true that the government officers *did*, and that is quite as much as I need to contend for. I have rarely seen such an evidence of official stupidity as the Commissioner has exhibited on this point, and I venture to say that there is no other living man who, seeing the facts, can doubt for an instant the execution of these papers; but there is abundant other proof of it, such as would make him blush if such a thing were possible.

He comments upon the circumstance of my having written to Bruce, the agent, who, as he concedes, *was a defaulter*, having embezzled the money of the Indians. But then he conceals the fact that it was only then *suspected*, but had not been positively ascertained, that he was a defaulter. Who else could I write to to superintend the execution of the papers? He was yet the government agent, and if I had not written to him this Commissioner would have been the first to charge that I intended to impose upon the Indians, because I *did not notify the agent*; for he makes it an objection to my first power of attorney, (executed before the Acting Commissioner,) that it was *not acknowledged before this same agent*. I was, therefore, compelled to write to him, and here is what I said in reference to the business:

"It is necessary that the Indians give me power to conclude the agreement with the President. This is the business for which Mr. Chute visits them. And I have written them a letter explaining all their business as nearly as I could. I hope you will aid Mr. Chute, as it is very important to the Indians that it should be done correctly and immediately."

"I wish the Indians also to agree what they are willing to give me out of the money I shall recover. This I wish *them* to determine, *without the influence of anybody*, as I told them when they were here. I do not wish to take a dollar of their money, that they do not willingly give. And I hope they will be told this."

And in a letter to the Indians, written at the same time, I said, in reference to my being paid: "I do not say anything about how much you ought to give me; *I leave that to you*, as I told your delegation I would do. I wish you to talk among yourselves, and then do what you think is proper and just."

Now, must not every unprejudiced man be convinced that I did, in this instance, everything that could be done to secure the utmost fairness to the whole transaction, and that there is no just room for suspicion that it was otherwise? I know that with a certain class of minds it is very easy to conclude pretty much anything that may be desired by the passions or fancy of their possessors; with them, "the wish is father to the thought." The Commissioner has a mind of that sort, and having made it up *beforehand*, that his purposes would be suited by having this transaction appear to be unfair, he has gone

to work to make it so ; with facts if he can find them, but then to make it so *any how*, even with *falsehoods*.

Although he concedes that copies of the papers obtained pursuant to these instructions of mine were sent to his office by the agent, yet he says that there never was a true copy of the agreement of the Indians of February 15, 1851, on file there. I really do not know what he means, as he has pointed out no discrepancies. But if any do exist, I apprehend they are *immaterial*, and would be scarcely worthy of notice even in a court. The paper in his office, however, was sent there by a *government officer*. I had nothing to do with it, and if it is not true it is not my fault. When he penned this sentence he must have been thinking of *another* paper—the Indian memorial of October 4, 1854. If he had said that there never was a *true* copy of *that* in his office, he would have been exactly right ; as will be hereafter very plainly seen. We shall then see who it is that *makes*, and who it is that *uses*, false and fraudulent papers. If it is *me*, then let the censure fall upon *my head* ; if it is the Commissioner and his superintendent, let the consequences rest upon *them*.

A word, not exactly in this connexion, may be necessary here, by way of explanation, though it is not important. I have already referred to what *Corron*, the chief, said about their agreeing to give me *one half*, and have stated that there was no such understanding. All that I ever heard about *one half* was what I learned from Judge Ewing. He informed me that at the time these papers were executed the Indians themselves proposed to give me that amount, and that *he advised them against it*, because it was too much ; and that they then fixed it as it now is in the agreement. And the Rev. Mr. Bonduel, Catholic missionary amongst them, afterwards corroborated this statement to me. I know nothing more about it.

I never heard the slightest suspicion thrown upon the papers executed February 15, 1851, by anybody worthy of notice, until it was done by the Commissioner. He has heretofore insinuated that they were invalid, but now he has entered into an argument to *prove* it, as he supposes. And for this purpose he has resorted to something said several years ago by Mr. W. H. Bruce, which he has revamped for the occasion. Before I notice this, however, I must say a few words about Mr. Bruce, taking care to speak of him as gently as I can, in justice to myself, for I utterly abhor the practice of speaking harshly or unkindly of the dead. At the time of the execution of my papers it had not been ascertained that he was a defaulter. But some time after this it was discovered that he had embezzled twenty thousand dollars of the money of these Indians, which sum has been since appropriated by Congress, and for the recovery of which an action was brought upon his bond. So soon as this was known he was removed, for which he became violently offended at *me*, holding me responsible for his detection, and repeatedly declaring that if it had not been for me he would not have been removed. I had nothing to do, however, with his removal, but he came on here soon after, threatening me with vengeance. The result was a long communication from him to the Commissioner of Indian Affairs, dated October 8, 1851, which was devoted chiefly to his own defence. The only part of it that

referred to the execution of my papers, which he had attested and sent to the Indian office, was a statement that he had learned after he had attested them, "*that Osh-kosh did not sign them at the council,*" &c., and that his signature was "*afterwards procured.*" When I read this statement I paid no attention to it, because I knew that the gentleman who was then Commissioner placed no confidence in what he said. Therefore there is no reply to it by me on file in the Indian office. I supposed it would pass into forgetfulness, along with its author. But this statement, dependent only upon the mere veracity of a defaulter, suits the genius and calibre of the present Commissioner, and he seizes upon it with as much avidity as if it had really been true; a matter, however, about which I apprehend he had very little concern. It so happens that I have clear proof of the falsehood of this whole story. Although I paid no particular attention to it at the time, yet when I was in the Indian country, shortly afterwards, I had the curiosity to inquire of *Osh-kosh* himself and the other chiefs whether this statement of Bruce was true. I was answered by all of them that it was *not true*. At my request a council of all the chiefs was called, in the presence of the agent, his secretary, and the government interpreter, and I now append a report by them of its proceedings communicated to me by the agent.—(*Appendix D.*) The fact that it was charged by Bruce that *Osh-kosh* had not signed the power of attorney and agreement of February 15, 1851, was stated to the council, when *Osh-kosh*, in the presence of all the chiefs, declared that he *had done so* "with a full knowledge of their contents." He then reaffirmed it before the government officers and the same persons who had witnessed his original signature, and those persons also declared that the papers were executed as they purported to have been. Now, this was done in full council of the nation, when all the chiefs and members of the tribe were present as well as the government officers, and the only question to be acted on was whether Bruce had told the truth about the papers not being signed by *Osh-kosh*, the head chief. And is it not most natural to conclude that if there had been any single chief or other person present who was opposed to the agreement with me, he would *then* have made it known, whether he had signed the papers or not? The fact that no such opposition was made settles the question conclusively that they *all understood the agreement and were in favor of it*. The Commissioner has not the slightest evidence anywhere that *Osh-kosh* did not sign it, except what Bruce says. *Osh-kosh*, in the presence of the whole nation, declared that to be false; therefore all that the Commissioner has said upon the subject is false also. But I am not willing to let this accusation rest here. I have besides this the *sworn* statement of two of the persons who have attested the signature, which I also attach and which is perfectly conclusive.—(*Appendix E.*) All the prettily conceived story of the Commissioner, then, about *Osh-kosh's son* signing his *father's name*, and then *Osh-kosh* signing *for his son*, turns out to be an absolute fabrication of the Commissioner, which *even Bruce* never thought of. Just see to what excess a man's bad passions will carry him. He says: "*I am examining the paper now; it is lying before me, and it appears that Osh-kosh's name is attached to it, and that his x is*

there, but thus: 'by his son.' On looking down the other column, I find Ah-ko-no-nay, with his x 'by Osh-kosh, his father.' The paper then presents this singular state of things as to these two signatures: *Osh-kosh is signed by the son as though Osh-kosh were absent, and Osh-kosh signs for the son as though the son were absent.*" Now I have shown by Osh-kosh himself, and by the sworn statement of two witnesses, that Osh-kosh *was* there and did sign the papers. This is certainly enough if the question were doubtful. But it is not doubtful, and it will astonish the committee when they look at the papers to see that every word the Commissioner has here said is wholly false, and I wish I could have charity enough to think that it was unintentionally so. I hope it was. He says: "*I am examining the paper now; it is lying before me*" and then goes on to make his charge, which he intends as proof that I have presented a false paper. Now, by examining the paper, it will be seen that *Osh-kosh's* name does *not* purport to have been signed "*by his son*" at all! The words "*by his son*" are attached to the name of *Ay-yah-may-tah*, which comes *next to Osh-kosh's*! Such are my copies, and such must be the originals which were "*lying before*" the Commissioner when he ventured upon this bold and unblushing falsehood.* He saw Bruce's falsehood and that suited his purpose; but, as Bruce might not be believed, he went to work to give it support by another, which Bruce would have been ashamed of. A stranger who only reads his canting about frauds, &c., would suppose that he would have the most holy horror of such a man as a defaulter, and such a thing as deceit. Yet he has so little choice about the character of his witnesses, when an end towards which his malice is driving him is to be gained, that he does not hesitate to bring forward as a witness a man who has embezzled Indian money, and predicate an attempt at argument upon his statement, and then *originate* a miserable falsehood to sustain him. If a man who thus exhibits his stupidity and malice were not already a member of a respectable administration, it would excite the wonder of those who should understand his conduct to see him beyond the position of a common dealer in the foulest wares of defamation. The fact is, that Bruce, defaulter as he was, was a better man and had more self-respect. He supposed that I had detected his defalcation and had been the cause of his removal, and this gave him *some* apology for assailing my papers; yet, with all this to excuse him, his communication of October 8, 1851, is written in the most respectful terms compared to the foul and libellous charges and insinuations in the letter of the Commissioner to which I am now replying. The Commissioner would be greatly improved if he would take him as a pattern, both in decency of expression and regard for truth, though he would then be still below where any man of proper self-respect would desire to stand.

Having thus shown, beyond controversy, that all my powers of attorney, and the agreement of the Indians in reference to my compensation, were executed and fairly so, and that the statements and insinuations of the Commissioner in reference to them are wholly gra-

* See note at end marked P. S.

tuitous and altogether disproved by the facts, I do not now propose to set forth the nature and character of the services I have rendered these Indians. That is sufficiently done in my memorial to Congress, and in my letter to the Secretary of the Interior of January 19, 1855, in the latter of which I fully met and explained *other* libellous accusations of the Commissioner. All these were before Congress when the appropriation for my benefit was passed, at the last session, and an examination of them will explain the whole case to those who have the inclination and leisure to make it. In this communication the conduct of the Commissioner must be the subject of further review, in the course of which it will be my duty to pay my respects also to his superintendent, who has figured in this business. They have *driven* me into this controversy and must now take the consequences of their own folly.

After I was refused permission to go into the Indian country to explain to the Indians the condition of their business, before the treaty of 1854 was made, (as fully set forth in my letter of January 19, 1855, to the Secretary of the Interior,) and after that treaty was made, postponing the payment of the money for twelve years, I was left with but a single mode of proceeding, in order to secure the payment of compensation for my services, and that was to visit the Indians and ascertain what they designed to do. I learned that the payment of their annuities for 1854 would be made about the first of October of that year, and left home so as to reach the Indian country at that time, in order that what occurred between me and the Indians *might take place in the presence of the government officers*. That such was my purpose and wish will appear evident to any fair man, from the fact that I selected the time of the annual payment to go there, when I knew that the government officers would be present, which I should not have been likely to do if I had had a *fraudulent* object in view. When I reached there I found that the officers had not arrived, but that the Indians were all assembled at and in the neighborhood of their village, about a mile or so below the Falls of Wolf river. I waited several days, saying but little to the Indians about my business, but receiving from them a universal expression of regret that provision had not been made for paying me. Finding that the officers did not arrive, and as I could not remain longer than that day, in consequence of business at home, I called a council of the chiefs for about *two o'clock* in the afternoon of the 4th of October, to be held *at the village*. When this time arrived the most of the chiefs were there, and the council could have been readily held, but I was unwilling to hold it unless *every chief was present*, and especially *Corron*, who I knew would complain if it were held in his absence. When I suggested this to the chiefs they themselves fixed their meeting for later in the afternoon, at the residence of *Lamotte*, a chief, who is a good farmer and has a comfortable house two or three miles from the village. They then sent runners for the absent chiefs, one of whom was sick near *Lamotte's* house, which, as I understood it, constituted the chief reason for selecting *that* as the place of meeting. As Indians are proverbially slow in assembling, they did not all meet until nearly or about night, and the council lasted perhaps a couple of hours.

Every chief in the nation was there, as the Indians told me, and a number of other Indians, besides about ten or twelve whites. I have explained all this in my letter to the Secretary of January 19, 1855, and also the manner in which, at this council, the memorial of the Indians of October 4, 1854, referred to in the act of Congress, was executed. It was willingly signed by every chief, after being fully interpreted, so that its contents were perfectly understood. I gave the best evidence of my confidence in the fairness of the transaction by requiring a *duplicate* of the memorial to be executed, and by leaving it with the Indians to be handed by them *to the government officers* when they should arrive. I would scarcely have ventured on this, if I had not felt a consciousness in the integrity of my own motives and conduct, for I must have known that it was in the power of the officers, after I had left, to have detected anything wrong on my part. The *conduct* of a man often furnishes a better rule than his professions by which to interpret his motives. My object in leaving this duplicate was this: that, as I was compelled to leave, the Indians might hand it to the superintendent when he arrived, to be sent by him to the Indian office, so that, by *their* act of handing it to him, it would be considered as equivalent to the execution of it in his presence. It would, as I supposed, amount to a reaffirmance of the paper given to me. And when the superintendent came they *did hand it to him*, in full council and in the presence of the whole nation, telling him that it expressed the *will of the nation*, and requesting him to send it, as such, to the President, to whom, as well as to Congress, it was addressed. It was at this point of the business that this superintendent interfered to prevent them from doing what they desired to do, by attempting to make them *take back the paper*. I have explained all this in my letter of January 19, 1855, to the Secretary of the Interior. He has furnished the evidence of it against himself, in his report of November 1, 1854, published with the report of the Commissioner for that year.—(See page 319.) He states, in substance, that when the Indians handed him the paper, he made a speech to them, in which he abused me, told them that I had rendered them no service, and that their "*signatures had been obtained under false pretences*," &c. And he also admits that, notwithstanding this direct and unwarrantable interference of his, and these falsehoods, the Indians *refused to take back the paper*, but left it with him as expressing what the nation wished to be done. Now this paper, handed to the superintendent by the Indians, was a *precise duplicate* of that which accompanies my memorial to Congress. Then, if it were even true, as the Commissioner charges, that the paper filed by me was never properly executed or never executed at all, would not *this* paper be sufficient of itself? It came directly *from the Indians* and was handed to the superintendent *as their act*, and what more is necessary to give it validity? Can any man perceive what object the Commissioner can have in view in now attempting to invalidate *my* paper, when he has *one precisely like it in his office*, (except so far as it has been *mutilated* by the superintendent,) sent to him *by the Indians* as their act and deed and through the proper officer of the government? But the history of this paper, now in the Indian office, is both curious and instructive, affording conclusive and crushing evidence of a piece

of deliberate unfairness, which, it is to be hoped, has no parallel in the history of the government. The superintendent saw, when it was handed to him by the chiefs, that it might be the means of accomplishing the payment to me, which he had told *George F. Wright, esq.*, should never be done while he was in office.—(Appendix F.) This he had resolved to prevent, as the affidavit of Mr. Wright shows, and to accomplish his purpose, perpetrated the disgraceful act of *mutilitating the paper after it came into his hands*. This is a grave charge, but the *proof* is abundant, and I make it with a full sense of the obligation it imposes on me. It is not now made for the *first* time. I referred to it in my letter to the Secretary of the Interior of January 19, 1855, and *there has not yet been any explanation of it*. There can be none. It is one of those acts which admits of no apology. It was the duty of the superintendent to send THE paper handed him by the Indians, but he *did not* do it. He sent a paper which he represented to be “*a copy,*” but which was a *false and fraudulent copy!*—and made so *intentionally* by him, to prevent me from getting my money. The *original*, which was handed him, contains the certificates of *two competent interpreters* and *five others* who speak the Menomonee language, stating the fact that it was *fully interpreted to, and perfectly understood by, the Indians*, and also the certificate of *five others* that *the business was fairly conducted*. Everybody will see the importance of *these certificates*, in view of the charge made by this superintendent and repeated by the Commissioner, that the paper was unfairly obtained. The superintendent saw it, and saw also that if *the certificates* went along with the paper, or if *he sent the original*, the falsehoods that he had made up his mind to tell would be disproved. Therefore, with perfect deliberation and as if there were no *crime* in such an act, *he suppressed all the certificates*, sent only a *false copy, without any certificates*, and, I suppose, still retains or has destroyed the original! And these are the kind of men with whom I have had to deal, and who have employed themselves for the last year or two in assailing me. When I spoke of them heretofore I did it mildly, merely stating the facts of this transaction, without comment. I should be untrue to myself as well as the country if I let them escape any longer.

This *false* paper was sent to Congress with the annual report of the Commissioner for 1854, and it stands now upon the congressional records. It has been printed and circulated over the country—sent into my own neighborhood, under the *frank of the Commissioner*, to men whom he never saw—for the express purpose of creating unfair and injurious impressions against me. By closing the paper at the termination of the names and marks of the Indians, and by *cutting off the certificates* and leaving it *without a single witness*, (see *Report of Commissioner of Indian Affairs for 1854, page 322,*) it is calculated, as it was intended, to create the impression, in connexion with what the commissioner and superintendent have said, that I had got the Indians together in some secret place—in the woods or in the dark—and had obtained their *cross-marks* to the paper, when there was no interpreter present to tell them what they were doing and not a soul to attest the act. Does the interest and honor of the government demand such

conduct of its officers? In the estimation of the Commissioner of Indian Affairs, I suppose it does—for I have learned that he has lately *enlarged* the sphere of action of this same superintendent, by *extending* his jurisdiction over *other tribes!* He seems unwilling to part with an auxiliary so important to him in the kind of work he delights in—that of oppression and defamation.

When this paper went before the Commissioner he had no right, legally, to act upon it, even if it had been genuine. It pertained to my individual business, and nobody but me could make such a case as would give him jurisdiction to act, either under any existing law or the common usage of his office. If he had waited until I had reached here and prepared my case for his action, then he could have seen that the paper he had was *false*, and might have acted advisedly upon *all* the facts. But this did not suit his purpose. He was too anxious to put something *personally abusive of me* upon the public records, where he could get it *printed and circulated* at the *public expense*, knowing full well that, if I replied to it, my reply could never reach one tenth of those who read his accusations, and that whatever was printed by me had to be done at *my own expense*. He forgot the sacred proverb, "He that answereth a matter before he *heareth it*, it is *folly and shame* unto him," and did not hesitate to decide the case and conclude my rights *before he had heard a word from me*. He, doubtless, considered this paper as a sort of God-send, and it is curious to see with what dispatch, under *pretence* of great care over the rights of the Indians, he worked the false material into his annual report. The report of the superintendent enclosing it is dated at Milwaukie, November 1, 1854, and the annual report of the Commissioner is dated November 25, 1854, so that he had it on hand but a short time before he sent it to Congress, with his injurious and slanderous comments. Why all this "indecent haste?" Why did he thus, before he had time to deliberate or hear from me, give *my case* this prominent position in his report to Congress? It is universally understood that such reports should properly embrace only those matters that are of general interest, connected with the relations between the United States and the Indian tribes. But the Commissioner, departing from the course of all his predecessors, has initiated a new mode of reporting, by giving the business of a private citizen, which had not been made ready for his official action, the most prominent position in his annual communication to Congress. He had no just or legal right to do so; more especially as I had not prepared my case. My object in having the duplicate memorial sent to him, was to present to him, upon my arrival here, such a case as would have required him to act; and if he had waited a little while I should have done so. I should have prepared the evidence of my services, in the usual manner, and have submitted to *him* to decide the amount of my compensation. Then, if I had not been satisfied with his decision, I could, under the law and invariable usage, have had my remedy by appeal to the Secretary of the Interior and the President. I have never known any other Commissioner to preclude a party from this course, by *prejudging* a case. In all such matters the Commissioner acts *judicially*, and his proceedings, in my case, have no other parallel

than in that of a judge who decides a case upon the filing of the declaration and before he has heard one word of evidence. What would be thought of such a judge by all honest men? Is the Commissioner less to blame than he would be? I submit, then, to all candid men to decide whether I was not absolutely compelled to consider him as having *prejudged* my case. The accusation that he did so was the harshest expression used by me against him in my communications heretofore; a courtesy with which he has repaid me with a whole volume of as vulgar abuse as ever emanated from the brain or disgraced the productions of the commonest libeller.

I did not charge *him* with having had any agency in the suppression of the certificates of attestation attached to the duplicate memorial of the Indians; all my remarks on that subject, in my letter to the Secretary, January 19, 1855, were confined to the superintendent, and were not even abusive of *him*, as they were a simple statement of the facts. But what am I *now* to infer from the fact that, although the attention of the Commissioner has been called to this suppression *for more than a year*, and he *knows* that the paper communicated by him to Congress was *false* and *mutilated*, yet he still leaves the matter *unexplained* and refuses to make the *amende honorable*? If it were his purpose to act honorably towards me, he would frankly say without hesitation, that I should not be left subject to the false imputation which *his publication of this mutilated paper* is calculated to excite against me. That would be *my* course towards him, if our positions were reversed, as I think all who know me intimately will concede. But as he seems to have no just understanding or appreciation of the motives that prompt such conduct, he has let the falsehood pass without explanation, knowing that it is impossible for me to get my defence against it, placed by its side, upon the record, and has *rewarded the man* who perpetrated the infamous act, by giving him more extended authority and by taking him more nearly to his confidence! Shall a public officer, just because he is so, be tolerated in doing that which any private citizen, who had the slightest regard for himself, would blush to be guilty of? Is it to be tolerated that the power and authority of the government shall be thus employed? The persistence of the Commissioner in this wrong leaves me no other alternative than the conclusion that he is equally guilty with the superintendent. To make him accessory to the act of suppression, it is not necessary that he should have advised it, or have known it *before* it was done. The ratification of it by him *since* then, makes him an accessory after the fact. The man who employs a fraud, perpetrated by another, to work out his designs, knowing it to be so, is as guilty as the other—both in the eyes of the law and of morality—upon the same principle that the receiver of stolen goods, knowing them to be stolen, is equally condemned and punished with the thief.

But all the matters set forth in the annual report of the Commissioner, for 1854, were replied to by me, in detail, in my letter of January 19, 1855, to the Secretary of the Interior, and successfully replied to, or he would not have found it necessary to prepare his last long communication. That letter was before Congress when the amendment to the civil and diplomatic bill was made, paying me *one half* of

what the Indians had agreed to give me. And upon full view of the whole case Congress acted. That action is, certainly, entitled to *some* consideration and respect, but has received none whatever from the Commissioner

He goes *behind* the act of Congress to show that the memorial upon which it was based is invalid; he even insinuates that it *never was executed by the Indians*. To this I might reply at once by saying, that if it were not, the duplicate handed by the Indians to the superintendent *was*; but that is not necessary as I have abundant proof. All these insinuations, however, were made by him *before* the act passed—and is there to be no end to such things? Is Congress to remain passive and suffer itself to be lectured in this way by malicious men, and to be told that it is ignorant of its duty? But I shall not attempt to evade or escape any point he has made.

It so happened, as in all such cases it generally happens, that when I reached the Indian country, about October 1, 1854, I found no other white persons there than those who are engaged, more or less, in trade and intercourse with the Indians. A gentleman who resides in the same place with me accompanied me, and besides him there were no others when I reached there than those I have named. Col. Ewing did *not* go there with me. It also happens that some of these persons have claims against the Menomonee Indians, which they have made some effort to collect. But I am not aware that this, of itself, furnishes a good reason for discrediting an act of theirs—the simple witnessing of my paper—in which they can have no possible personal interest. Not finding the officers there, and these persons being the only ones present, I had no other mode left me of having the memorial attested and interpreted than by them and the gentleman who accompanied me. Two of them acted as interpreters on the occasion, both having acted heretofore in the same capacity for the government. Now, the Commissioner assails *all* these persons by saying that they are unworthy of credit, *just because they have claims against the Indians*. He offers no other reasons, except the false ones that *they and me have conspired together to cheat the Indians*, and that Colonel G. W. Ewing and *me are engaged together, as their attorneys, in prosecuting their claims for them*. He made these same accusations in his annual report for 1854, *before* the act of Congress passed, and they were fully replied to by me. When is the matter to end? I had not supposed that they would be again revamped, especially when I had been gratified to know that, so far as they related to me, they were *discredited* by a higher authority in the government than the Commissioner. I cannot refrain, however, from repeating here a part of what I said on this subject in my letter of January 19, 1855, to the Secretary of the Interior. These are my words:

“The Commissioner does me great injustice when he assumes that the collection of the sum owed me by the Menomonee Indians, and the prosecution of certain claims *against them*, is a ‘*joint and partnership operation*.’ I positively assert that, although I had heard that there were some claims of an old date against these Indians, yet that I never knew what they were, nor in whose favor they were, until I saw the schedule of them, and the names of the claimants, as published

with the Commissioner's report. I do not *now* know who are the agents or attorneys of these claimants, or whether they have one, two, or a dozen. I do not know what they are to receive for collecting the claims. The schedule and agreement of the Indians to pay the debts were made out after I left the Indian country. I had no conversation, at any time, with the claimants, or any of them, in reference to these debts. I never knew anything about them, or had anything to do with them. I have nothing to do with them now, and never expect to have. I do not know what interest Colonel Ewing has in them; whatever it is concerns himself only, not me. I have no more to do with his general business than the Commissioner himself."

"The papers published by the Commissioner do not show my name, anywhere, as connected with these claims; because I repeat that I never had anything to do with them."

"I never was a party to any contract about them, or was informed of the contents of any contract. I never had any understanding or agreement with any person or persons holding these claims against the Indians, whereby I was to assist in their collection, either in consideration of their aid in my business or for any other consideration."—*(See the printed copy of my letter, pages 3 and 4.)*

Now, I repeat every word I here used. I make my denial ten thousand times more emphatic than before, if possible, and defy the Commissioner or any other man to the slightest reliable *proof* to the contrary. It is false—false in spirit, false in conception, false in fact, false in utterance, and false in every other mode in which a foul calumny can become so, that I ever had anything to do in any way with these claims. The man who states otherwise states untruly, and is guilty of a falsehood which, if uttered, would stick in his throat—I have heard enough of this, and it is time it was ended, unless some proof of it is offered. The Commissioner offers nothing but *assertion*, and has not in his office one word of *proof* upon the subject. If by a dogged perseverance in the falsehood he expects to make, it appears to be true, what man may he not assail in the same way?

He has asserted that W. G. and G. W. Ewing and myself have made independent fortunes out of the prosecution of claims against Indians; that it may be inferred therefrom, that whatever interest they may have in these claims is shared by me. But this assertion is equally false with the other. I meet it at once by solemnly averring, that *I never received one single dollar in all my life from a claim against an Indian tribe, prosecuted in partnership with W. G. and G. W. Ewing, or either of them, or anybody else, before any of the departments of the government.* Let the contrary be shown if this be untrue! I make the issue boldly. In the prosecution before the Indian office of every claim against an Indian tribe in which I have been concerned, I have acted only *as attorney*, and for a stipulated and moderate compensation. So far from making a fortune in this way, *I have not received from all the cases I have thus prosecuted as much money as I have lost and spent in attending to the business of the Menomonees.* What has been made by the Messrs. Ewings is no concern of mine. The property they have acquired has not been made out of their *Indian business*, but they are mainly indebted for it to the great increase in

the value of real estate in the great western cities. But I have nothing to do with this. For myself, I have *not* made a fortune, nor anything like it, and should have been \$10,000 better off to-day if I had never engaged in this Menomonee business. Of this I am so well convinced, that I could not be induced to engage again in any similar business, however much my sympathies might become excited.

I desire that this charge of the Commissioner that W. G. and G. W. Ewing and myself have prosecuted claims against Indian tribes in partnership, and *made fortunes out of them*, may be particularly observed, for I meet it promptly and directly. There is no evidence to such effect upon the records of the Indian office, because nothing of the kind ever occurred—*no such case ever was prosecuted*. The Commissioner parades the case of *Cown* as an example. I have stated my relation to this, that I was *attorney* merely. My contract made with Colonel Ewing was, that I was to have *five* per cent. The claim being \$8,000, my compensation was \$400, and this Colonel Ewing paid me. He got nothing for the care he bestowed upon it, that I ever heard of, as I understood it to have been assigned to him as collateral security, which I have heretofore explained.

The Commissioner says, addressing the Secretary of the Interior, "Mr. Thompson *states to you* that he was *opposed* to the collection of *claims against Indians*," &c. When and where did I say so? Let him show it if he can. I deny it. The expression here used is *general* and applies to *all Indians*. I *have* said that I would not prosecute claims against the *Menomonees*, because I was *their attorney*. I should have stultified myself if I had applied it to *other* tribes, for I have prosecuted them against others, as is very well known. But this accusation furnishes me a proper occasion for saying that I *have* declined to prosecute some that were offered to me, and have no idea of ever prosecuting another. The Commissioner, however, *invented* this remark and put into my mouth, without the slightest evidence, for the purpose of referring to some cases that I *had* prosecuted, so as to convict me of misstatement. For example, he, immediately afterwards, refers to a case where, he says, I filed a printed argument and appendix of fifty-five pages, and where, he asserts, that \$106,525 04 of Indian trust funds were paid to Colonel Ewing. I did file such an argument, but know nothing now of the amount of the trust funds, except what I derive from my own statement of the case. He states this large sum to show what enormous amounts of money have been paid to Colonel Ewing and *me*, for he insists that we were in partnership in this as in all other cases. He has the records before him, and I suppose states truly the amount paid, but I find my argument predicated upon the idea that there were only \$80,000 of trust funds on hand, with the accumulated interest of \$9,782 50; but there may have been a larger amount of interest due. I did not concern myself about it, beyond the allowance of the claims, as the sequel will show that I had no interest beyond that. The treaty under which these claims were payable set apart \$300,000 to pay debts *pro rata* amongst the creditors, and this was an application for the "surplus" on hand, nothing more, the remainder having been previously paid. The amount was ascertained by arbitration, and the bond of submission

between the creditors and Indians followed the treaty, that this "surplus" should be taken in full satisfaction of the debts. The largest sum payable to one individual was \$18,827 85, and *seventy-five* of the claims were less than \$1,000. W. G. and G. W. Ewing had a claim for only \$874 15. The whole amount had, by the treaty and the terms of submission, to be paid out of the trust fund on hand, which was *kept for that purpose*. And all the claims were paid in that way, the creditors taking it in full, and each receiving his *pro rata* share. So that there was nothing paid but the balance on hand of the \$300,000 set apart by the treaty to pay debts, and which could not have been used for any other purpose.

I lay my printed argument in this case before the committee that they may see, if they desire it, the character of the case. It was founded upon an award against the Ottawa and Chippewa Indians, made by arbitrators selected by the Indians and creditors. The arbitrators were A. T. Wadsworth, esq., and J. M. Pratt, esq., on the part of the Indians, and John D. Irvine, esq., on the part of the creditors, all of Michigan, where the most of the creditors also resided. The respectability of these gentlemen was certified to by Hon. Lewis Cass and Hon. A. Velch, senators from Michigan, and Messrs.ingham and Buell, of the House of Representatives. The legislature of Michigan passed a joint resolution in favor of paying the claims, and *seventy-nine* members of the legislature signed a petition to the same effect. Colonel Ewing was the *attorney in fact* for a large number of the claimants, to draw their money and account to them. He employed me to prosecute the case *as attorney for the claimants represented by him*. I did so. The award was affirmed and the "surplus" fund on hand was paid. What the claimants paid him I solemnly aver I do not know. For my services *as attorney* he paid me \$2,000, not two and a half *per cent.*, which I as solemnly aver was the only part of the money that I ever saw or know anything about. And this case is referred to to show that he and I have amassed large fortunes in partnership by prosecuting claims against Indians!

Now the Commissioner, taking this and the other cases where *I was attorney*, and lumping them all together, has chosen to draw a fancy picture of the persons assembled in the Indian office at the time of the interviews with the Indians in 1850, and to represent those he has named, including me, as being in the *common design* to rob the Menomonee and other Indians of their money. This is a grave accusation, and if true should consign all of us to disgrace; if false, should visit that consequence upon *him*. It is no small matter to take upon one's self the responsibility of such a charge. What proof does he offer of its truth? *Not one word!* Is his *ipse dixit* sufficient? No human being has *said* that it was true, and nobody has fancied it so but himself. Does his office give him the *prerogative* to defame whoever he pleases *without proof*? This kind of wholesale slander is becoming too common in the country and should be rebuked. Even *Congress* does not always escape it, to say nothing of an humble individual like me. The times are wonderfully "out of joint" when such things can be done with impunity. In my case, the Commissioner has voluntarily taken the affirmative of the issue—the *onus probandi* is upon him—let

him make his proof. Naked and unsupported assertion is not sufficient, or if it is, no man's character is safe.

I deny any combination with these men, or any others, to impose upon the Indians or the government, or any individual for any unfair purpose, or any combination with them for any purpose at all. And I make this denial as broad, unqualified, and emphatic as language will permit. I have explained the manner in which these Indians came to me and induced me to engage in their service, and whatever of honor and reputation I have, I pledge it all to the truth of that explanation. At that time these men were all strangers to me, and whatever they did in reference to the matter was done as the friends of the Indians, not as my friends. Since that time I have been compelled, by circumstances over which I had no control, to ask them to attest my papers and to act as my interpreters. Not one of them has ever asked me to prosecute a claim for him against the Indians, for they all well understood that I was counsel *for*, and would not consent to become counsel *against* them. For that reason they have constantly kept from me all information about their claims, and I, therefore, know nothing about them. I know nothing about the arrangements between them and Colonel Ewing, either before or since I assigned to W. G. & G. W. Ewing part of my agreement. If he has any agreement with them about their claims, I never saw it and have nothing to do with it. As it is upon the *supposition* that *this is all false*, that the Commissioner predicates his accusation of conspiracy, it must follow that if no such relation as he charges exists between us, the accusation must be untrue. He offers not the slightest evidence to support it, nothing but the *suspicion*. He has no evidence, for the plain reason that none exists.

But he tries to make his suspicions appear plausible by insisting that *Colonel Ewing* is concerned with them, and by holding me responsible for all that he has said and written, as well as for what was written by Judge Ewing, in his life time. With his annual report for 1854, he published some letters of the latter gentleman, written about matters of which I had no information until I saw his report, and with which I had no concern. All this I explained in my letter to the Secretary of the Interior, of January 19, 1855.—(See *printed copy*, pages 14, 15, and 16.) And attached to his last annual report are two letters from Colonel Ewing to Andrew Jackson, a Pottawatomie, which I never saw or heard of until a copy of his report was furnished me since I reached this city, and since I commenced this reply to his last communication. I never heard of *this* Andrew Jackson before, and did not know, until now, that there was any such claim or pretended claim in favor of the Pottawatomies as that referred to in these letters. I not only have nothing to do with it, but never intend to. I am not responsible for anything contained in these letters. It is true, as Colonel Ewing says in one of them, that he aided me as far as he could in the prosecution of the Menomonee claim. It was his interest to do so, as I have already stated, and the papers show the assignment of a portion of my contract to him and his partner. But this aid was limited, from the fact that, notwithstanding the assignment, *I expressly retained the business in my own hands, and*

would not suffer anybody to interfere with it, and it being also understood that my assignees were to look to me after I had received my money for their interest, and not to the contract. If he ever did anything beyond what was done under my supervision, I do not know it, except that he may, perhaps, have spoken to some members of Congress about it. He had a similar interest in my Shawnee contract, (and these were the *only* ones of the kind I ever had,) acquired originally in the same way, by assignment, growing out of a monied arrangement between us, and rendered similar service in that case; a second contract was afterwards made with the Shawnees in his name and mine, and that is the *only* joint contract we ever had. But what of all this? Is there anything wrong about it? The Commissioner intends to have it understood that we are so associated together, in all things, that I am to be held responsible for all that he does and says. I have stated the extent of the interest he has in this Menomonee contract, and the manner in which he acquired it, and the interest he had in my Shawnee contract, and that in all matters in which I have been engaged, growing out of *claims against Indians*, I have acted *only as attorney*, and I defy a word of proof to the contrary.

But the Commissioner charges that I *deceived* Congress by inducing them to believe that *I had nothing to do* with W. G. & G. W. Ewing, and that they had no interest in my contract with the Menomonees. I desire that what he has said on this point may be specially observed. It is to the effect that I *concealed* my agreement with the Indians, upon the face of which appears the assignment to W. G. & G. W. Ewing, until *after the law of last session was passed*, and then only exhibited it because I could not draw the money out of the treasury without doing it. He says that, during the debate in the Senate, at the last session, upon the proposition to insert the amendment to the civil and diplomatic bill in my favor, I had the *agreement of the Indians* to pay me one third, and which contains, on its face, the assignment to W. G. & G. W. Ewing, "IN HIS [*my*] POCKET," and then continues: "*After Congress adjourned*, Mr. Thompson and George W. Ewing had to present to the Treasury Department the alleged agreement with the Menomonees in order to obtain the money which they had induced Congress to grant under such statements. *This brought out the assignment*. To prevent the *exposure* from depriving them of the money thus appropriated by a *deceived* Congress, they devised, Mr. Thompson prepared, and Mr. Ewing executed, the following instrument, with a *false date*, (but which is exposed by the instrument itself,) abandoning the rights of the Messrs. Ewing to Mr. Thompson." Now, in the first place, I do not suppose that the fact of my being compelled to pay part of my money (for it is all *mine* until I do so pay it) to W. G. & G. W. Ewing, or anybody else, when I obtained it, would be any valid objection against its allowance in the minds of honest men, and therefore I cannot imagine of any motive I could have for such concealment. I suppose my case should be decided upon its merits, without regard to what I shall do with my money when I get it. Suppose my necessities should have required me to assign part of it to a bank, or a broker, to borrow money to prosecute this Menomonee case with, would it be an argument against paying

me that part of the money would go into a bank or a broker's office? or that I had not told Congress that I had so assigned it? But it so happens, most unfortunately for the Commissioner's veracity, that this charge about my having *deceived* Congress is absolutely false—without the slightest foundation whatsoever. The agreement of the Indians of February 15, 1851, containing on its face the assignment to W. G. & G. W. Ewing, dated August 2, 1852, was filed with my memorial to Congress, presented long before the discussion referred to, and has been amongst the papers ever since! It was sent with the papers, by the Secretary of the Senate, to the First Comptroller of the Treasury, who was directed by the Secretary to report upon the case. In a letter to the Comptroller of March 7, 1855, I said: "The agreement of February 15, 1851, and the memorial of October 4, 1854, were filed in the Senate with my memorial, and constituted the basis of the action of Congress." I then requested him to obtain them from the files of the Senate, which he did. The act of Congress, by its very terms, shows these facts, and if the Commissioner had had sagacity enough to consult its phraseology, he would scarcely have ventured to say that I *deceived* Congress in the manner indicated by him. But he struck at a venture, as he has done in other instances. He was hunting more after *me* than he was after the *truth*.

But he pretends to have found a *mare's nest* in the date of the paper, wherein G. W. Ewing released the assignment, so that the money could be drawn by me. This paper being dated *February 9, 1855*, which was *before* the act passed, and yet referring to the act upon its face, he sets down as a *fraud*. It seems to me that any man whose mind is not gangrened with suspicions, who would look at this paper and see that it referred to the payment of the money, by virtue of the act of *March 3, 1855*, would conclude, at once, that its date of *February 9, 1855*, was a *mistake*. If I had designed a fraud in writing it, (but I cannot see how it could become the subject of fraud, under any possible circumstances,) I should scarcely have made it so contradictory, as to date it *before* the act passed and yet make its terms refer to the *date of the act*. Poorly as the commissioner seems to think of me, I think, upon reflection, he will concede that I have sense enough not to perpetrate so silly a thing as this, for a fraudulent purpose. The facts are these: when the First Comptroller looked at the paper, he saw and pointed out to me the assignment, and suggested that its existence might embarrass the payment of the whole of the money to me. I told him that it was never designed to deprive me of the right to receive all the money—that the Ewings were to look to *me* for their share of the money *after it was paid*, and that Colonel Ewing was then in the city and would erase it or indicate that fact in any way he desired. He suggested that I should get a paper from him and put it on file. I did so, and this is the paper. This was done on the 9th *March, 1855*, and in dating the paper I dated it 9th *February, 1855*—mistaking the month, which, as well as the day of the month, I am very apt to and often do. And out of this trifling circumstance, which would have explained itself to any fair mind, the Commissioner has manufactured a parcel of slander, and has talked about fraud and all that sort of thing, as if there were really any thing in a matter so

absolutely unimportant. Must he not be hard run for materials of assault upon me?

But he charges that I deceived Congress, by inducing Mr. *Brown* of *Mississippi*, in the debate during the last session, to represent me as having nothing to do with the *Ewings*, and he quotes from Mr. *Brown's* speech to prove it. Mr. *Brown* was replying to a speech made by Mr. *Stewart*, of *Michigan*, in which he referred to the letters written by the Messrs. *Ewings*, which accompany the annual report of the Commissioner for 1854, and his remarks were intended—and bear no other construction—as a reply to the charge that those letters had reference to business in which I was concerned. I denied that they had any such reference, in my letter of January 19, 1855, to the Secretary of the Interior. Mr. *Brown* had a printed copy of that letter in his possession, and upon the strength of what it contained, he denied, *truly*, that I was, in any way, connected with those letters—and with the business, generally, of the Messrs. *Ewings*. But the question, whether I was bound, in consequence of a private pecuniary arrangement between us, to pay them part of the money I was asking, after I received it, was not the subject of discussion. If it had been, the assignment on the agreement of February 15, 1851, which was before the Senate, would have shown the fact. The Commissioner shoots as wide of the mark in this as he has done in other parts of his long statement.

Now, I have stated frankly and truly, all the connexion which I had with W. G. and G. W. *Ewing*, in prosecuting claims as *their attorney*, and all the connexion they have had with my business. I have not entered into the details of the private pecuniary transactions between us—nor would any fair man require me to do so. If my circumstances have been such as to require me to make those arrangements, it has been that same kind of misfortune that has befallen thousands of others. And if they, confiding in my integrity, have been disposed to assist me, I should do my own feelings injustice if I were not to experience and express my gratitude towards them. But this is not the place for matters of this sort, and my only object in referring to them, is that my own motives and conduct may be understood.

I know that this detail is tedious, but I have been compelled to enter into it, to answer the arguments and insinuations of the Commissioner, and, having done it, must refer to other matters necessary to a full understanding of the controversy between us, for I desire to leave nothing that he has said unreplied to. In its *true* aspect, the controversy is merely a *private* one between him and me, in which the *public* can have no interest; but as his position is such as to give him the opportunity, by taking advantage of it, to put his defamation upon the *public records*, everybody will concede to me the right to place my defence by its side.

I have stated, and repeat again, that I did not ask, and have never asked, and never intended to ask, that I should be paid the *entire sum* promised me by the Indians. I chose to have my papers consistent with the first agreement, so that whenever the time of payment arrived, I might act fairly and liberally towards the Indians, by sub-

mitting the question of the amount of my compensation to any disinterested and impartial authority. I should have submitted it originally to the Commissioner himself, in the regular course of proceeding, if he had not put it out of my power by deciding the case *beforehand*. I have always been willing since then to refer it to almost anybody. Therefore, in my memorial, I only asked for *reasonable compensation*; and when asked by the members of your committee what I considered reasonable, declined to name any sum, and left it entirely to them. Your committee decided it, and it was upon your motion that the appropriation of last session was based. Does not this bring me precisely within the rule which the Commissioner has stated? And when Congress has determined, in full view of the facts, that, under this rule, the compensation fixed by the law is reasonable, it presents a question of some moment, to the country as well as me, to consider how far the Commissioner should be excused for his persevering assault upon their action.

This legislation was predicated upon the memorial of the Indians, of October 4, 1854, which the Commissioner has attempted to assail, but which he has failed successfully to assail. In reference to the facts and circumstances under which it was executed, I desire, in addition to what I have said, to call attention particularly to the sworn statement of *W. R. McKeen*, esq., the gentleman who accompanied me to the Indian country, and who wrote the memorial, and is one of the witnesses to it.—(*Appendix G.*) It is conclusive upon all the points, and its substance need not be repeated here. This gentleman has no sort of connexion with the Indians or Indian business, and never was amongst them before this visit, therefore the Commissioner has had some difficulty in getting over the effect of his attestation to the memorial. But as it had to be got out of the way to make his position even plausible, he does it at a single blow, but in a way that must excite a smile upon the face of all who read what he says. It is that *McKeen did not tell the truth* (*nobody*, it seems, can tell the truth in my favor) when he certified that the memorial was executed at the Falls of Wolfe river, because it was done *two or three miles from there*. Can a more contemptible mode of attack upon a man's reputation be conceived of? Need I argue to show that, in common parlance, when we speak of such a place as the Falls of Wolfe river, or the Falls of Niagara, we embrace both the place itself and its vicinity? Such is the decision of the courts in repeated cases. Why, the thing is simply ridiculous, and deserves scarcely this much reply. There is not a more honest and honorable man living than *W. R. McKeen*, as all who know him will testify. But honesty is no protection against the assaults of this Commissioner. By such an attack as he has here made upon the veracity of this gentleman, by this contemptible quibble, he has shown himself capable of doing anything that may be prompted by his malice.

As another specimen of the mode of reasoning by the Commissioner, I may state here one of his *arguments* to show that this memorial is invalid. In his letter of *March 24, 1855*, to the Secretary of the Interior, he says that as the law describes a memorial executed in "*general council of the nation*," and that filed by me was executed by

the chiefs, in "*general council assembled*," therefore the one exhibited by me is *not* the one referred to in the law! notwithstanding it was the only one before Congress when the law passed. This is quibbling, most certainly—a sort of official pettifogging. There is just about as much difference between the two as there is between "*Come out here, Mr. McCarty*," and "*Mr. McCarty, come out here*," and no more.

But he says that it is not shown that the *chiefs* had power to execute it, and this argument he derives from a letter to him by the superintendent, written *in this city*, March 23, 1855. Who else had power but the *chiefs*? When the government makes a treaty *here*, or anywhere else, it makes it with the *chiefs*. Does it require the exhibition of their power of attorney to show that they are authorized to act for their tribe? Does it ask the *young men and boys* (which *has been done in my case*, as will hereafter be seen) whether the chiefs shall make a treaty? The idea is ridiculous. The chiefs are the *domestic government* of the tribe, and so the United States have always considered them, and so this Commissioner considers them in all other business but mine.

But the *superintendent*, in his letter of March 23, 1855, goes a little further, and says that the council at which the memorial was executed was not conformable to the usages of the tribe; that it has always been customary to have the government officers present on such occasions. I never heard of any usage of this sort, and do not believe there is any amongst the Indians. But if there is, I was anxious for that myself, (*see McKeen's statement, Appendix G*,) and, therefore, left a duplicate of the memorial to be handed by the Indians to him, considering this, as I yet do, *equivalent to the execution of it in his presence*. Like a deed, it took effect from delivery. And so he must have supposed himself, or he would not have found it necessary to *mutilate* it as he did.

He says also that a majority of those who signed the memorial are not chiefs, &c. It is often difficult to tell who the chiefs are, I concede, and all the information I had at the time I derived from the Indians themselves, which was, that they were *all present*. And when I looked at the names of those whose approval of the amendment to the treaty of 1854 had been obtained by this same superintendent, through his agent, I saw that a majority of those who signed the treaty *were present*. And when I was told that there were a number who signed the original treaty and amendment who were not chiefs, and that several of the principal chiefs, (including the head chief and second chief,) had refused to sign the original treaty, and were then present, I had no doubt about it, nor have I now. Accompanying my letter of October 19, 1855, to the Secretary of the Treasury, there is a list of the chiefs as they stood in September last, after the diminution of the numbers spoken of by the superintendent, which list was furnished me by direction of the agent. And even by this, which contains *twenty-three*, it is shown that the memorial contains *fifteen chiefs*. But the fact is, that there are others who consider themselves chiefs, and who like to show their importance by asserting the title, and others as low down as *third* chiefs, who rarely ever act, and when

they do, always in subordination to the *chief of the band* to which they belong. Thus you will find names upon the original treaty of 1854, with these same Indians, that are not to the amendment, and *vice versa*.

Notwithstanding the endorsement of this memorial by Congress, it is perfectly apparent to my mind that the Commissioner had resolved, while the matter was before Congress, that *he would defeat the will of Congress* at all hazards. He was at the capitol when the amendment passed the Senate in my favor, or soon after; and when it went to the House, contrived his plans accordingly. He sent his chief clerk into the hall with a request to the distinguished and gentlemanly chairman of the Indian Committee, that he would move an amendment to the amendment of the Senate, in these words: "*Provided*, That the same be paid with the consent of the Menomonees." If the gentleman of whom this request was made had suspected that it was an attempt of the Commissioner to secure in his own hands the means of defeating the will of Congress, he is one of the last men who would have consented to such an act. Incapable himself of doing what he believes to be wrong, it is inconsistent with both his nature and character to approve it in others. But as the request to move it came directly from the Commissioner, to whom it was perfectly natural that he should look for information in relation to Indian affairs, he made the motion without hesitation. I was in the lobby of the House at the time, and when advised with by a friend, a member, as to what I thought of the amendment, replied that I was willing to submit to anything that Congress determined, and requested so to say if it became a matter of importance. The amendment was adopted by the House. Soon after I left the capitol, and have no personal knowledge whether it passed the Senate or not; but have understood, and, in all my correspondence, have admitted that it did.

The object of the Commissioner in having this amendment adopted will be seen, very easily, when the transactions that have occurred since then are understood. Although the Indians had already consented, in the authoritative form I have explained, that I should be paid, yet the Commissioner hoped and expected that the influence that he and his superintendent would, as government officers, exercise over them, would enable him to get them to withdraw their consent; or, in other words, to *repudiate*. He knew perfectly well that there are *white* men who are easily persuaded to pay a debt in this way, if it can be done, and he hoped to induce or force the Indians to do so. They look to the President as their *Great Father*, and consider him as speaking to them through the mouths of his officers. Hence, it would be natural enough for them to heed the advice of these officers, especially when it is shown them that it is their *interest* to do so. I have been informed that the present chief clerk of the Secretary of the Interior was sent amongst some western Indians, during the last year, to investigate their indebtedness to claimants, and that, in his report, he has expressed his official opinion as to the entire control that government officers have over the Indians, arising out of their dependence. I have never seen it, but understand that he is quite decided and emphatic in declaring that they may exercise their power to

almost any extent they please—for good or bad. And such must be the conclusion of all who reflect upon their condition. If, then, they are told by their *Great Father*, through his officers, that they must not pay a debt, it is not at all astonishing that they should refuse to pay it; in which case, the Indians are not so much to blame as those who advise them. The Commissioner knew all this, and desired the amendment for this purpose. This should be kept in view as a key to subsequent events, which, to be fully understood, must be related in their order.

A few days after Congress adjourned I called at the State Department and procured a certified copy of the section of the civil and diplomatic bill that provides for my payment. I then ascertained that the *proviso* moved in the House had been omitted by the enrolling clerk, and was no part of the bill when it was sent to the President for his approval. This embarrassed me, and I consulted with those in whose judgment I had more confidence than in my own, as to the effect of it, and found to agree with me that, in no aspect, under the Constitution, could the proviso be considered as a part of the law. I, accordingly, brought the matter before the Secretary of the Treasury, with a request that he would order the money to be paid. With his accustomed promptness he referred it to the First Comptroller for examination and report, and before him the circumstances occurred, which I have already related, in relation to the paper executed by Colonel Ewing. He made his report to the Secretary, setting out the necessary facts to show that the money should be paid, and the amount; and my understanding is, that the Secretary was about to execute the law, by ordering it to be paid, when the *President* requested him to suspend all further action. This action of the President was, I apprehend, induced by the interference of the Commissioner of Indian Affairs, who made a communication to him which he calls a "*protest*," I believe, wherein, on behalf of, and as *prochien ami* for the Indians, he *denies the power of Congress*, under the Constitution, to pass the law, and calls upon the President to protect the Indians *against Congress*, and not to execute but to *resist* the law; or, in other words, to *review* an act of Congress which *he* had, but a few days before, approved. He protests against *Congress* as well as against *me*, showing that he had no respect for either. The result was the submission, March 14, 1855, by the Secretary of the Treasury to the Attorney General, by direction of the President, certain questions for his decision, the principal one of which was, whether it was competent to consider the *proviso* as a part of the law, and require a compliance with it? I state this from memory, as I have no copy of the paper, but think I state it truly.

My several communications to the Attorney General are of the dates, respectively, March 29, (*Appendix H*) May 12, (*Appendix I*) and May 18, 1855, (*Appendix J*.) The first contains my views of the constitutional question, involving the power of the President; the second is an explanation of a paper of April 9, 1855, sent here by the Indians, or rather my want of connexion with it, and which cuts a figure in the Commissioner's communication; and the last is a letter in which I agreed, at the suggestion of the Attorney General, that a *special*

agent should be sent to the Indian country to ascertain whether or no the Indians were willing that the money should be paid, upon the condition that he should not be connected with the Indian office, and should be "instructed to see that *no improper influence is brought to bear upon the Indians, either by the officers of the Indian Department or myself*," &c. To these I beg to refer the committee. It will be seen that even in this request of protection against the Indian office, I expressly disavowed any purpose to "reflect upon the *personal integrity of the Commissioner or the superintendent*"—a lenity for which I have been repaid in but little else than Billingsgate abuse.

On the day of the reference to the Attorney General it was suggested to me by the Assistant Secretary of the Treasury, at the instance, I understood, of the Secretary, that it would be proper for me to file with the Attorney General, as the case had been sent to him, a *release of one half* of my claim against the Indians—that is, *one half* of the amount covered by the agreement of February 15, 1851. This I did immediately, in proper form, reciting that upon the payment of what was provided for by the law, *the remainder was released*. Still, the Commissioner knowing this, and having this release before him, persists in representing me as exacting the literal fulfilment of the agreement of February 15, 1851, as demanding the "pound of flesh." Could anything be more unfair?

To ascertain the will of the Indians, the President selected the *Hon. Samuel Clark*, late a member of the House of Representatives from Michigan, and a gentleman for whom I have the highest respect; and the Secretary of the Treasury issued his instructions to him June 26, 1855. These instructions were in the highest degree fair and impartial—all that I could have asked them to be. They especially directed that Mr. Clark should see "that *no improper means are used to bias or control their [the Indians'] determination*." I was furnished with a copy of these instructions, and informed by the Secretary of the Treasury when the Indians would be assembled. The time was fixed at the payment of their annuity, which commenced September 7, 1855. I attended, and the character of the proceedings and result are fully shown by the papers before the committee.

The paper signed by the Indians and reported by Mr. Clark is a simple act of repudiation. For what I have deemed it my duty to say in reference to the unfair manner in which it was obtained, I beg leave to call the particular attention of the committee to my letter to the Secretary of the Treasury of October 19, 1855. The committee will then be able to see *some* of the impediments that have been thrown in the way of the execution of the act of Congress, by the Commissioner and those who act under his direction. They will then see why it was considered necessary to have the *proviso* attached to the law.

The first thing that will arrest attention is the fact, *conceded by the superintendent*, that on May 10, 1855, he induced these Indians to consent to the adoption of a rule, never, I venture to say, heard of before in an Indian tribe. It was to the effect that, *after that time the young men* (including boys) should have an *equal voice with the chiefs*, in all questions concerning the *payment of money*. Who originated this new and novel rule, that *breaks up and destroys the domestic government of*

the tribe, I do not know. I will not say that the Commissioner did it, because I have no information on the subject; but it appears to my mind as *exceedingly probable* that it had its origin *in this city*. It is so very like some *other* things. Observe first its object: that is to destroy the authority of the *chiefs*. Then see what the superintendent told these *young men*—that the money was *theirs*, and the *chiefs* had no *right* to give it to me. Observe again, its novelty—that is, that the same rule was never adopted in any *other* tribe. Then see how resolved the superintendent was to have all these *young men* vote, after exciting them against my claim. And does it not then appear to be the most natural conclusion in the world, that this rule was made expressly to *fit my case*? But again, observe its date—the 10th May, 1855. Then observe also, that in about three days from that time the superintendent could reach Milwaukie, his place of residence, and that in three days more a communication from him could reach this city, which would bring it up to the 17th May. Then observe, still further, that it was on the 18th May that the Attorney General advised me to consent to take the opinion of the Indians, as if the *proviso* were part of the law. And is not the conclusion then almost irresistible that *somebody about this city* had an agency in this business? I do not say who it was, for I do not know, and I declare sincerely that I do not believe that the Attorney General, or the Secretary of the Treasury, or the President, had the slightest intimation of it—there were others who might have urged it upon them “*after the triggers were set.*” I should violate my feelings of personal respect for those gentlemen, if I were to harbor such a thought for a moment, and have not done so. *They* never would have sent me there to deal with *young men* and *boys*, when the invariable practice of the government has been to transact business *only* with the *chiefs*. They were themselves deceived. And whoever deceived them, did not scruple to do it in order to *injure* me and defeat the will of Congress.

Another fact, in this connexion, is worthy of notice. There is a letter amongst the papers from the superintendent to the Commissioner, dated March 23, 1855, and written *in this city*. This shows that the superintendent was *here* a few days after my case was submitted to the Attorney General, and it is an inference which I cannot resist, that *then* it was arranged to *get ready* for the *proviso* by making this *new rule*. It was very well known that the Indians would pay me unless *something* was done to prevent it, and this was invented as the means to accomplish it—all of which was *concealed* from me. We shall presently see how it worked.

The committee will observe, by reference to my letter to the Secretary of the Treasury, October 19, 1855, that I there charge that the superintendent *improperly interfered to prevent the Indians from exercising their own will*; that he *violated the instructions of the Secretary of the Treasury*; that he stated *falsehoods to the Indians*; that he had *secret meetings* with the Indians, when it was expressly understood that *nobody* should talk to them; and that he resorted to *threats* and other means to alarm and intimidate them. I did not wait until I came here to charge him with unjust interference. I did it while in the Indian country, while we were all together, and where the proof was at

hand, so that if he denied the accusations *there*, I might confront him at once. This I did in my letter to Mr. Clark, of September 8, 1855, which accompanies my letter to the Secretary of the Treasury, of October 19, 1855.—(Also *Appendix K.*) But notwithstanding this, he did not venture, *while I remained there*, to contradict a word that I had there stated. This letter of mine accompanies Mr. Clark's report, as does also the reply to it by the superintendent, written September 17, 1855, *after he returned to his home in Milwaukee*. I have reviewed this reply in my letter to the Secretary, October 19, 1855, and have there shown that he *admits all the material charges made against him in my letter to Mr. Clark*. He admits his interference with the Indians, in violation of Mr. Clark's order, which was made at *his own request*, and which I studiously observed, and attempts to justify it upon the ground that he is a *public officer*! He admits every thing, indeed, that is necessary to show that the paper of the Indians repudiating the payment was *unfairly obtained*, and, for that reason, is *invalid*. But if he had not made these admissions, the proof upon that point is overwhelming. The Commissioner objects to the affidavits filed with my letter to the Secretary, because, he says, that the men who made them are all *under my influence*, and therefore should not be credited. The same argument might be made against any number of witnesses in court; but would it avail with an impartial judge or jury? But suppose I concede that they are *not* worthy of credit, (which I do not,) there is still *other* proof which fortunately comes to my aid in corroboration of them. This is the letter of *Charles A. Grignon, esq.*, who was, at the time, the government interpreter. It is dated September 27, 1855, and addressed to the Commissioner, resigning his office of interpreter, and is published amongst the documents accompanying the last annual report of the Commissioner.—(Also *Appendix L.*) He points out the particulars of the superintendent's conduct, his falsehoods, and his secret manœvering, and says that he felt himself "*degraded*" by being compelled, as interpreter, "*to take part in this business*;" therefore, he resigned. Now, whatever may be said of the *ex parte* affidavits filed by me, here is the statement of a *government officer*, himself an unwilling party to the interference of the superintendent. He has the reputation of an honest and honorable man, and he states facts that are of crushing weight.

One important and direct act of interference on the part of the superintendent is that related in my letter of October 19, 1855, when he prevented the Indians from signing such a paper as *they desired*, and as Mr. Clark had told them they could sign. At the council on the 10th September, which was the *last*, and after the Indians had deliberated from the 7th, the head chiefs, speaking for the whole nation, announced the *result* of their conference in these words: "*We wish to send the matter to our Great Father, the President.*" WE HAVE CONCLUDED *to leave it to the President to decide whatever he thinks is right.*" Five other chiefs followed to the same effect—all speaking for the tribe. They were "*unwilling to decide.*" They *would not reject the claim*, but said, in their own emphatic language: "*At Washington is the great council house of the United States, and our great*

father is there, and they know what is right, and we don't know what to do here; and we leave it all to our great father, the President." This was the declaration of the tribe, notwithstanding the extraordinary efforts of the superintendent, and it was made to Mr. Clark after deliberating *three days*—from Friday to Monday. It shows the strength of the principle of native honesty in the minds of these unlettered people, and I verily believe that if left to themselves, the Indians as a class, will observe their engagements as faithfully and as religiously as the whites. Here, they had been falsely told at the first council on the 7th, that *I had rendered them no service, that the government did not recognize me—that I was entitled to nothing, and that what they gave me would be a mere gift,* and had been told before that, that I was practicing a *fraud* upon them to get their money; and the intervening time between that and Monday had been spent in the exertions of the superintendent, as set forth by Mr. Grignon and others, and yet in despite of all this, when Monday came they *would not repudiate.* They, themselves, *knew* that what the superintendent told them was false. They dreaded his power as an officer, and were *afraid* to say that I should be paid, yet their native integrity forbade them from saying that I should *not* be paid. Therefore, being confused with these conflicting emotions, they decided after three days to *leave it to the President.* When this was announced, (I now quote from my letter to the Secretary of the Treasury, October 19, 1855,) "I immediately expressed to Mr. Clark my willingness to have a paper drawn up to this effect, but the *superintendent was unwilling to it,* (how strange that he would not trust the *President,* when I was willing to do so,) and Mr. Clark himself thought it would not be consistent with his duty under your (the Secretary's) instructions, that he must have either their direct assent or dissent to the payment. He doubtless felt embarrassed at the indecision of the Indians, and said to them, "*I understand that you have come to this conclusion, that you cannot or will not decide this question, but that you wish to refer it to the President, your Great Father.*" This was assented to by the Indians. He then immediately presented them *two papers,* which he had previously shown me, one *for* and the other *against* the payment, and asked them whether they were willing to sign either. When these papers were explained by the interpreter, Mr. Clark said to them that *after they had signed either of the papers as they pleased, they could THEN REFER IT TO THE PRESIDENT IF THEY WISHED."*

Then it was that the paper reported by Mr. Clark was executed, under the circumstances related in my letter to the Secretary of October 19, 1855. It contains *several hundred names*—more, I venture to say, than is signed to any other paper in the possession of the government, emanating from an Indian tribe. It shows that the nation had been resolved into *universal confusion*—the power of the chiefs and consequently their authority, being entirely destroyed; the superintendent calls it getting "*nearer to the democratic form.*" The manner in which all these names became signed is important and was this: after the chiefs and a few others had signed, I stated to Mr. Clark that it was not necessary to get the other names, as I would concede that all the balance would sign it after the chiefs had done so. I was anx-

ious to have the other paper signed also, which Mr. Clark had promised them *as the condition of signing this*—I mean the one still *referring it to the President*—for that was what the Indians desired and had resolved to do, as they had distinctly announced. I saw this difficulty at once—that the *young men* had threatened the *chiefs* and had alarmed them, as is shown by the proof—so that, although anxious for the payment, they were yet willing to sign this paper, *provided they could then leave the payment to the President*, (which Mr. Clark had, in effect, told them they could do,) to relieve themselves from the responsibility. That is the simple truth about the matter, and it was due to me and to justice that I should have had the benefit of it. I was anxious after this repudiating paper had been thus obtained, that the whole arrangement should be carried out just as the Indians understood it and as it was. I was not afraid to trust the President, (though *his own officers were!*) believing then as I have since had the satisfaction of *knowing* that he would, upon learning all the facts, *set aside this repudiating paper as invalid*, because wrongfully obtained. Therefore, I did not desire to wait until all the Indians, old and young, could sign the paper and then disperse—for I saw, in a moment, that that was the game the superintendent was playing. He insisted upon having *all sign*, so as to delay the business as long as possible, with a view, as I plainly saw, to operate upon the Indians through those who are subject to *his control*, so as to induce them not to sign any other paper, and thus to prevent them from doing what Mr. Clark had promised them they should do. The result proved how well he succeeded. I quote again from my letter to the Secretary, October 19, 1855.

“After this paper was signed, and in order to carry out the suggestions of Mr. Clark to the Indians, I drew up a paper in these words: *“We agree that our great father, the President, shall pay Mr. Thompson what he thinks his services are worth, and ask him to decide for us.”* I did this not only because it was, in reality, the wish of the nation as fully expressed by the chiefs, but because they had signed the paper now before you (the Secretary) with the express understanding that they could do this *afterwards*. I wanted the whole matter, just as it was, to be fully and accurately shown.”

“Mr. Clark acted fairly and faithfully to his promise to take such a paper if they would sign it, and caused it to be interpreted to them. At this moment, the *superintendent*, under high excitement, asked to see the paper, and Mr. Clark handed it to him. When he read it, he remarked, under *still greater excitement*, *“Mr. Clark’s mission here is now at an end. He has got the answer of the Indians, and I am now captain here, and no other proceedings must be conducted here without my consent. I object to having any such paper signed, as the instructions of the Secretary have been complied with.”* Mr. Clark promptly and sternly rebuked this insolence, by telling him that he should conduct the council as he pleased, and again addressed the Indians on the subject. In the meantime the emissaries of the superintendent amongst the *young men*, aided by some other persons who spoke the language, were busily at work amongst the Indians, and they, still dreading the power of the superintendent and the threats of the young men, and being afraid to disobey the orders of the superintendent,

(as he had threatened not to pay them their annuity,) showed some hesitation, and Mr. Clark, with his patience, no doubt, a good deal worn out, adjourned the council, and the Indians dispersed."

Mr. Clark, as the committee will observe, simply reports the paper signed by the Indians, my letter of September 8, to him, and the superintendent's reply. I regret that he did not think it necessary to communicate all the facts, for, if he had done so, I should have been saved the necessity of this tedious detail. I have done all I could to obtain his statement, as will be seen hereafter. My desire has been to have my letter of October 19, 1855, to the Secretary of the Treasury, referred to Mr. Clark, that his opinion of the truth of the statements might be obtained, for which, it is but common justice to give me the benefit of the presumption, at least, that I *think* them true.

After the report of Mr. Clark, and after my letter of October 19 was written, the matter was laid before the President for his action. He examined it, and I had the satisfaction to find that he did not consider my right to the money, under the law, concluded by the paper reported by Mr. Clark; but then he had a difficulty in his mind which I appreciated, even though that paper were set aside, arising out of the fact that the *proviso* to the law had been acted on. He was willing to send it back to the Indians, but readily perceived and admitted that that course would not be just to me, as the Indians might be considered in the light of a packed jury. I did not desire to embarrass him, and, therefore, readily consented that, as the case then stood, the better course would be that he should report the case to Congress, with an expression of opinion by him that the paper repudiating the payment should *not* conclude me, and that, in his opinion, I should be paid. I wrote him on the 5th November last, indicating my acceptance of this proposition, and file herewith a copy of my letter.—(*Appendix M.*) But the chief object of this letter was to request the President (which I had previously understood would be readily granted) that a copy of my letter of October 19, 1855, might be sent officially to Mr. Clark, with a request that he would return his "opinion as to the correctness of such facts stated in it as come under his observation." I had a two-fold motive in this, I frankly concede. First, I was satisfied that he would corroborate my statement in its main features, at all events; and, second, I felt convinced, if his official statement could be procured showing the fact that the Indians desired to submit the matter to the President, and that that was the *answer they gave after three days' deliberation and at the last council*, that then, the repudiating paper being out of the way, the President, in the exercise of a sound discretion, might feel himself justified in ordering the money to be paid without the delay of reporting the case to Congress to see if they would adhere to the *proviso*. On the day of the date of this letter to the President, and with the impression that my letter to the Secretary would be sent to Mr. Clark, I left for home, and heard nothing more of the case, of an important nature, until my return here in February last, the President having very promptly and kindly consented not to report it to Congress in my absence. I then learned that my letter to the Secretary had *not* been sent to Mr. Clark. I did not feel disposed to complain of this, be-

cause I could readily see that such a matter would easily escape the mind of the President, absorbed, as it must then have been, with great public questions of the deepest interest to the whole country; but I regretted it, because I desired my statement to be supported, as I had no doubt it would be, by Mr. Clark.

I found that a different course had been pursued after I left here in November, and that instead of my letter to the Secretary having been sent to Mr. Clark, it was, by direction of the Secretary of the Interior, sent to the superintendent by the Commissioner. To this I did not, and could not object, because his conduct was implicated; but as there was likely to be an issue between us, I was the more disposed to regret that no steps had been taken to procure the statement of Mr. Clark. I find now that the dispatch in sending my letter to the superintendent, considering its length, was astonishingly expeditious, for the letter of the Commissioner, enclosing it to him, is dated the *next day* after I left the city. On the 24th November last, the superintendent forwarded his answer to it, and this, with accompanying papers, was, on December 22, 1855, transmitted by the Commissioner to the Secretary of the Interior. Of all this I do not complain. It was proper to send my letter to the superintendent, and it was proper to receive and place upon the records his reply. But I *have* cause of complaint, I think, just at this point of the business. It will be observed that in all my communications *since* the passage of the act of Congress, I have avoided assailing the *Commissioner*. The harshest expression that I have used anywhere is, that he had *prejudged* my case. In my letter of May 18, 1855, to the Attorney General, I expressly declared that "*I do not mean to reflect upon the personal integrity of the Commissioner or of the superintendent.*" I did not say anything in my letter to the Secretary of the Treasury that could lead the *Commissioner* to suppose that I was not sincere in this declaration. As the matter had been transferred by Congress to the *Secretary of the Treasury*, I let him alone. All the controversy, therefore, that had taken place since the law passed, up to the time I refer to, was between the *superintendent* and me. Now, what I think I have a right to complain of is this: that instead of sending the superintendent's reply to my letter to the Secretary or President, and leaving the controversy between *him* and *me* to be settled without his interference, the Commissioner has seized upon the opportunity, when communicating that reply, to write his long and defamatory letter of December 22, for the sole purpose of gratifying his personal hostility to me, as I am constrained to believe. He had then no legal jurisdiction over the case. Congress, by the law, had expressly removed it from him and confided it to the *Secretary of the Treasury*. He alone had jurisdiction to act in the matter, under the general supervisory authority of the President. Even the President, under this authority, could not confer jurisdiction upon the Commissioner, for jurisdiction is acquired only *by law*. All that the Commissioner could, legally, have to do with it, was confined to the simple act of sending my letter to the superintendent, as the Secretary of the Interior had instructed him, merely for the purpose of getting the superintendent's reply. For no *other* purpose could the case go before him. But he has *assumed* to himself jurisdiction far beyond this by ex-

ercising the prerogative of going *behind an act of Congress* and *behind the treaty of 1854*, (which he made *himself*,) and of *reviewing the whole matter from the beginning*, that he may *teach* Congress, and the President, and the Secretary of the Treasury what is, respectively, their duty. By what just authority, I may well ask, does *he* act, in commenting upon the report of Mr. Clark, especially, and upon the facts that transpired last September? They pertain to no business before *his office*. Mr. Clark was sent out by the President, who acquired jurisdiction over the case by virtue of his general constitutional power. Apart from him nobody had anything to do with the execution of the law but the Secretary of the Treasury. He has, therefore, acted *extra officially* in the preparation of this paper, and the paper is *extra official* entirely. Feeling, himself, that it was so, he has attempted an apology for it, by saying that I reflected upon him in "communications to the Attorney General." I have examined my letters to the Attorney General and find nothing of the sort; I have already given a quotation from the *last* of them, which is directly the reverse. Then he says I wrote to the Indians, March 7, that he "*hated*" me because I was their friend. Well, does he not *hate* me? Who can say otherwise, after reading what he has said? I should exceedingly dislike to feel towards any human being as he does towards me. But, then, how does all this confer upon him the right of *official* action? Suppose I were to write of him in a memorial to Congress that he has stated a *falsehood*, would that give him the right, under the law organizing his office and defining his duties, to prepare a document and put it upon the *records of his office* that I had *stolen a horse*? Those records are *public records*, and he has no right to soil them with malignant falsehoods, uttered only to gratify his *personal* hatred and his bad passions. He thinks he has and has, acted upon this principle; yet the law from which only he can derive jurisdiction gives him none such. And having acted without legal jurisdiction, this long and most slanderous letter of his must be condemned by all impartial minds. It is impertinent—using the term in its common as well as legal sense—and deserves only to be treated as such. But his object in preparing it will presently be developed, to say nothing of putting upon the records of the *Indian office*, where he knows my reply cannot go.

I do not know when this paper left the Indian office, but I do know that efforts were made soon after its preparation to give it *notoriety in the country*, with a view to my personal injury. This was done while I was at home, having no knowledge or suspicion of what was going on, and resting with confident security in the belief that Mr. Clark would be consulted in my absence, and that, in the meantime, there would be no further *official* action. In the *St. Louis Republican* of January 28, 1856, there is a published letter *from this city*, dated January 23, wherein it is announced that a distinguished senator, not now in this city, would make a call by resolution "for the papers in the claim of RICHARD THOMPSON, &c. *A rich exposure is promised.*" This was handed me by a friend some time after its publication, and gave me the *first* information I had of what was going on here. How did this writer know that a "*rich exposure*" was to be made, when

this letter of the Commissioner had *not yet seen the light*, and when I, some time afterwards, *could not find it*? He must have been very intimate, to say the least of it, with the *secrets* of the Indian office.

I reached this city on the 23d of February last, and was informed then, for the first time, of the probable contents of this communication of the Commissioner. In a few days I made efforts to procure a sight of it, that I might examine and reply to it. I called on the President, but it was not in his possession. I called at the Treasury Department, but could not find it there. I then called at the Department of the Interior, but it was not there. The Secretary referred me to one of his clerks, who could find no notice of it upon the register of the office. Still, I could hear of its existence. This search kept me here several days longer than I had designed remaining, and from the first week of my most important court. I suppose I could have found the original at the Indian office, but I have not been *there* for more than two years. Finally, on the 5th of March, as I could remain no longer, I addressed a letter to the Secretary of the Interior, requesting that he would "cause me to be furnished with a copy of it," that I might defend myself "against any imputations and calumnies" it contained; of which letter I file herewith a copy.—(*Appendix N.*) My surprise, then, may be well imagined, when, upon reaching home, almost amongst the first proceedings of Congress that attracted my attention was the resolution of the Senate—introduced *the day after my letter to the Secretary*—calling for *all* the papers in *all* the departments to be reported to the Senate. I have no sort of objection to the resolution, and entertain the most sincere respect for the gentleman who introduced it. I know that he is entirely incapable of harboring the slightest wish to do me or any other man injustice; and I say this because I *feel* it, and not by way of mere compliment. I am perfectly confident that he did not know the precise condition of the case, or he would not have introduced the resolution *at that time*. And I cannot help supposing that he must have introduced it at the suggestion of *somebody else*, who took advantage of the known kindness of his nature to have the papers sent to the Senate and *printed, at the public expense, before I could reply to the Commissioner's slanders*, and then leave me to publish my reply *at my own expense*. He could not have known that I had endeavored to procure a sight of it and had called for a copy only the *day before*, but that *somebody else* may have known it. Who it was, if anybody, I do not know. At all events, the call found me engaged in professional business which I could not leave, and without the means of knowing how I was assailed. Afterwards, the Acting Commissioner, on the 22d of last month, (about two weeks after the call was made,) forwarded me a copy, which I now have.—(*Appendix O.*) This reached me on the 27th, and as soon as it was possible for me to do so afterwards, I left home for this city, leaving two weeks of the term of an important court unexpired. I state these facts to show how disastrous it is to me, in a pecuniary point of view, to carry on such a controversy with competitors who are *paid out of the public treasury*, and who print their abuse of me *at the public expense*. Can it be possible that the *government* would promote its welfare and add

to its honor and dignity by stripping me of all I have. If so, and it will not lend itself to unjust and undeserved assaults upon my integrity, I am willing to make the sacrifice.

But before I left here in March, I addressed a letter to the President, in which I referred to the difficulties I had encountered in my search after the Commissioner's letter, and to the fact that I had been disappointed in finding that my letter of October 19, 1855, to the Secretary of the Treasury, had not been sent to Mr. Clark. I requested also that the business might remain in the condition it then was, until I could return.—(*Appendix P.*) Then, in order to procure still the opinion of Mr. Clark, I also addressed a letter to the Secretary of the Treasury, requesting that he would send my letter to him to Mr. Clark, to ascertain whether or no it contained "a true statement of facts."—(*Appendix Q.*) But see the embarrassments under which I have labored in my efforts to get at a fair understanding of the case. The Secretary of the Treasury, in a letter of March 10, 1856, informed me that he "must decline" acceding to my request, to call upon Mr. Clark, for "the reason that the case is *no longer before this department*; nor, indeed, since the adoption of the late resolution of the Senate, *before any of the executive departments.*"—(*Appendix R.*) This letter having been sent to my hotel here, where it was retained, did not reach me until my return here recently; consequently, while at home, I still had strong hope that I should at last get the benefit of Mr. Clark's statement. Although the reason assigned by the Secretary for not complying with my wishes did not occur to my mind, yet I think he was right in considering himself as bound, by the respect due to the Senate, to suspend further action, on his part, for the present. And if it be true—which I do not assert, but *believe*—that the gentleman who introduced the resolution into the Senate did it at the suggestion of some other person than himself, it is a reasonable conclusion that *that other person* may have designed the resolution to have just that effect. I have already shown the motive that would prompt the Commissioner to do so, yet if he did not, I shall regret to have suspected him. The superintendent also had a like motive, in preventing, if possible, any official statement from Mr. Clark. I understand that *he* was in this city at or about the time, and, possibly, may have had some hand in it. If he did not, I shall also regret to have suspected him. I have no facts to state about the matter. I have frankly expressed my suspicions. If they turn out to be wrong, I shall be ready to make also necessary atonement for the expression of them; for I will not, if I know it, do injustice even to *these men*.

But notwithstanding the reasons assigned by the Secretary of the Treasury did not occur to my mind before I received his letter of March 10, yet, while at home, I could not avoid the *impression* that it would be best to address Mr. Clark myself. I did so, on the 27th March, requesting him, in view of the possibility that my letter to the Secretary might not have been sent him, to write me here, in answer to the interrogatories I propounded. I now file a copy of this letter.—(*Appendix S.*) I have received his answer since he reached here, in which he very properly suggests that, in consideration of his position, he would "prefer to wait for the communication from the Secretary of the Treasury, before answering said questions." But he says also, "*my*

recollection of what took place at the council in many respects corresponds with your own." A copy of his letter is also filed.—(*Appendix T.*) I wrote him again on the 18th instant from this city, informing him that the Secretary had declined to address him, and renewing my request that he furnish me his statement. To this letter I have yet received no reply. I file a copy of it.—(*Appendix U.*)

But it is my duty to go a little further back and notice other matters involved in the case, from which it will be seen that all the material matters charged by me are sufficiently proven without the statement of Mr. Clarke. The letter of Charles A. Grignon, esq., resigning the office of interpreter, is a plain and truthful statement of facts. He felt "degraded" by his position under such a man as the superintendent, and like an honest man he said so; and I think I shall show presently that by all the rules of evidence his statement must be held to be true. Now, how did the *Commissioner* treat him when he received this letter? He knew nothing about the truth of what it contained, for in his reply (*Appendix V*) he admits that he does not. Yet he could not let the opportunity escape without striking him a blow, which he did by telling him that his "*communication furnishes abundant evidence that you are not a suitable person for the office of interpreter for those Indians,*" &c. Now, this "abundant evidence" of unfitness is derived from the "communication" itself; that is expressly avowed. What is it? Not the statement of a *falsehood*, for that he knew nothing about. What then? Why, it is because he dared to tell *official secrets*—because he had the manliness to *tell the truth*. Such a man as that is not "*a suitable person for the office of interpreter for those Indians!*" This is a bold and most unblushing avowal; but observe the reason, necessarily inferred from this letter, why he is not suitable. "*Those Indians*" have to be *managed*—they have to be set *against me* by the officers of the Indian Bureau, and *kept so, and no tales are to be told of the manner of doing it*. Therefore, any man who is honest enough to *let the cat out of the bag*, is not "*a suitable person for the office of interpreter for those Indians.*" The man who takes that office must forget that he is a man. He must become a mere machine—to do what he is told to do, say what he is told to say, and *keep his lips hermetically sealed*. Mr. Grignon is not that kind of man, and consequently, in the opinion of the *Commissioner*, is not "*a suitable person!*"

The *superintendent*, in his letter to the *Commissioner*, October 13, 1855, raises several questions of veracity with Mr. Grignon, in replying to his letter of resignation. To get at the truth, we must first inquire into the position and character of the two men, and the motives operating upon them. Up to the time Grignon wrote his letter, they were both *government officers*, and had the confidence, it is fair to presume, of those who conducted Indian affairs—so that, in that respect, they were alike. Grignon, as the superintendent states in his letter, "*holds the office of county treasurer of Ontagamie county*" in Wisconsin. This is an important office, never given to any but trustworthy men, or those who are at least thought so, and it is a just conclusion that *at home* the people consider him an honest man. Such may be the case, for all I know, with the superintendent; but having, in

his connexion with my business, *deliberately suppressed* a material portion of an important paper, to say nothing now of other things, it would certainly not be doing Mr. Grignon justice to place this man, upon the score of veracity, upon an equal footing with him. Then, the *motive*. The superintendent admits that Grignon, up to the time we were in the Indian country last September, was "*bitterly opposed*" to my claim. Grignon, himself, says: "I have nothing to do at all with Mr. Thompson's getting his pay for his services." And he assigns a reason for the course he deemed it his duty, as an honest man, to take; yet does not say that he has changed his former opinion. He may still be opposed to my being paid, for all I know; and yet feel himself obliged to tell the truth. That's the way *honest* men feel on all subjects; though by pursuing it they may not be considered "suitable persons to act as interpreters" for an Indian tribe. Yet, if any man, whoever he may be, high or low, in place or out of place, shall think himself bound to tell any truth in *my* favor, he brings down upon him, from that moment, the curses and maledictions and hatred of this Commissioner and superintendent. Mr. Grignon says: "I think it is *wrong* that the government officers should interfere with the Indians, so as to *force them, even against their will*, to refuse to pay him," [me.] And is it not so? Who will defend it? It was this interference that disgusted him, and his own conscience dictated to him the necessity of relieving himself from all share of responsibility in such conduct. But the superintendent assails him by saying that he did not trust him because he knew he would tell me everything, as we were boarding at the same house. The latter fact was accidental, as we had *no other* house to board at, and he might, with equal justice, apply it to the *agent*, if the fact amounted to any thing, for *he* boarded there also. But then he contradicts himself—for he had just said that Grignon, up to that time, was "*bitterly opposed*" to me. And, as he had not *then* shown any indications of change, and did not until *afterwards*, when he wrote his letter of resignation, it follows that the superintendent *did not* know, at that time, that he would tell me anything. This accusation is an after thought, manufactured for the occasion, and is very common amongst men who are detected in mean things, against those who detected them. Grignon's statement was important and could not, in any of its material points, be disproved, and, therefore, it was considered necessary to *break him down*. This game may be successfully played sometimes, but not in this instance. The arm is not strong enough to send the arrow to a height sufficient to reach the object it is aimed at.

He says that *Grignon's father* has a claim against these Indians, and that this was sufficient to bring him over to my side; the same argument would apply to any man who testifies in behalf of a father. These claims are eternally haunting the Commissioner and superintendent, and furnish them the basis for nearly all they say. But then, in this instance, they do not serve their purpose so well as they may suppose. This claim of Grignon's father is an old claim, of long standing, as I understand it—having been known, of course, to his son *ever since I had anything to do with these Indians*. Now, the Com-

missioner and superintendent have both charged me, more than a year ago, with being concerned in prosecuting these claims. If this charge were true, Grignon must have known this too, for if I had been acting for his father, his father would probably have told him. Then, if *that* was an inducement for him to favor me, how happens it that he has been all along so "bitterly opposed" to me? If his support of my claim were necessary to the payment of his father's, and that was his object, why did he not advocate my claim *sooner*? Has not the superintendent sagacity enough to see that one or the other of these statements must be false? But I wonder that it has never occurred to the Commissioner and superintendent, that the interest of these claimants was really *adversary to mine*. The more money there is paid to me, the less there will be left to pay them with, and they understand that perfectly well. And if it is their business to cheat Indians, as these officers charge, is it at all likely that they would be willing to see me take from the Indians that which they would otherwise get?

These most trivial accusations constitute the *only* grounds of the superintendent's attack upon the *integrity* of Mr. Grignon. Are they sufficient in any view, but more especially in view of the motive for assailing him, to destroy confidence in what he has said? I think not. Look, then, at his statement, and it will be seen that it exposes a system of official oppression, if not of corruption, perfectly unparalleled—but which has so recommended the superintendent to the Commissioner, that he has given him *greater* official power than he then had!

The superintendent saw the difficulty of replying to Grignon's letter, as is always the case with those who are caught at a disgraceful act; consequently his denial of specific points is very weak. He denies having threatened the Indians with the loss of their annuities. Well, if the benefit of this denial be given him, it is of no consequence, for the fact is not important, as he admits that he explained to them "how much of their annuities it would take to pay" me. He did that, I have no doubt, and impressed them with the belief, as everybody understood there, that it would take a part of their *present* annuities, when the fact is, and he knew it, that the law pays me out of the treasury, and does not propose to touch the annuities for *ten* years to come.

He equivocates about the charge of violating Mr. Clark's order for *nobody* to speak to the Indians after the first council, and while he tries to deny it, yet contradicts himself, by claiming the *right* to do it, without permission from me "*or anybody else*." That is just what I have charged on him, and his admission is full, that he claimed the *right* to violate not only the order, but the instructions of the Secretary of the Treasury, and did so.

But I desire it to be observed particularly, that what I consider the most important fact charged in Grignon's letter is *not denied* by him—not even referred to. It is this: Grignon says, speaking of the new rule to let the *young men* vote, "*I believe that this was done FOR NO OTHER PURPOSE than to induce the rejection of Mr. Thompson's claim, by getting the young men to believe that he was to be paid out of their money, and that the chiefs had no power to pay their money.*" I repeat, that I consider this a most important fact, for if it be true, it will show to

Congress and the country a systematized plan of official corruption which would disgrace any country, if sanctioned, and which will, in the estimation of all honorable men, disgrace all who had a hand in it. Congress legislated with a view to the action of the proper authorities of the nation, as the government has *never* recognized any other power in the tribes. The *proviso* even contemplated only the consent of these same authorities—the chiefs. The President, the Secretary of the Treasury, and the Attorney General, all did the same. But here is a plan, secretly and deliberately contrived, to change the mode of proceeding, almost as soon as Congress adjourns, so as to defeat the execution of a plainly written law. In other words, it resolves the *Indians* into a sort of general congress, to repeal the law of the Congress here. That is precisely what the *Commissioner* claims, for he says that the action of the Indians is equivalent to a *repeal* of the act of last session! This is carrying the doctrine of the "*higher law*" a little further than I have ever known it carried. What an extent of legal learning he possesses! But it shows that he has about as little respect for Congress as he has for anybody who dares to come "between the wind and his nobility."

What, then, is the inference to be drawn from the fact that this important charge is not referred to? Is it not fair to infer that the charge is true? Such is the rule of evidence. It is a direct and specific accusation against him, and he admits it—therefore, it is true. And being true, settles the character of this whole transaction, and shows that these men who are so profuse in their abuse of others are like those who cry "*stop thief*," that they may prevent their own detection. The fact is, that our knowledge of human nature furnishes the best rule by which to judge of this class of men. I have never, in my life, known a man who was invariably finding fault with others, and was always ready to assail the motives of others, and was eternally boasting, like the Pharisee, of himself, and of his integrity, and of what he had done, and how much better he was than other men, who could be safely trusted in any thing. Such men have not, in their souls, any of those generous emotions that belong to the *true* man. The *Psalmist* understood them perfectly, when he said, that they "whet their tongues like a sword, and bend their bows to shoot their arrows, even *bitter words*, that they may shoot in secret at the perfect." And, with the unerring foresight of prophecy, he foretold the fate that invariably befalls them, sooner or later, when he said—"but God shall shoot at them with an arrow, suddenly shall they be wounded, so that they shall make their *own tongue to fall upon themselves*." There is a more homely and familiar way of expressing the same idea—"give them rope enough and they'll hang themselves."

But although the superintendent does not reply to Grignon's charge about the *motive* of this new rule, yet he directly *admits* another important fact connected with it. He says, speaking of the adoption of the rule in May, "*I suggested* to them to sign a paper expressly acknowledging that the *young men have a voice*," &c. Here he avows that he "*suggested*" this rule. Now, the *motive* being, as Grignon says, "*for no other purpose than to induce the rejection of*" my claim, by exciting the *young men* against the *chiefs*, the infamy of the trans-

action is fixed fully upon him. Then, when this avowal of his and the base motive which prompted him are considered, in connexion with his deliberate and corrupt suppression of a material part of the memorial of October 4, 1854, need any thing more be said about *his* integrity? That he is unworthy of credit, in anything he may say about *my* business is too palpable to be further argued. *He* talk about corruption and bribery, and my emissaries running through the Indian country! I think I can survive the abuse of *such* a man, but it is proper for me to say, on account of others whom he here assails, that there is not one amongst them who is not, in my opinion, far more honest than he is. If I were mean enough to bribe anybody, and had gone there for the purpose of doing so, I should have selected *him* as more likely to engage in such a thing than anybody I knew there. Any man who will mutilate an important business paper, for a false and fraudulent purpose, can be bribed; I have no doubt of that. It is due to these persons whom he calls my emissaries that I should repel his false accusations against them, by declaring what he has said, as I now do, absolutely and unqualifiedly false; as I also do what he has insinuated about its being understood that I had agreed to give *Lamotte* \$1,000. I never agreed to give him a *cent*, as I solemnly and religiously declare. This whole story, and the miserable and low insinuations which are employed to sustain it, are the offspring of a contemptible malice as ever filled the mind. The preservation of it in the archives of the government will remain as a foul blot upon its records.

But the superintendent shows the effect of this new rule upon the business of the tribe, and we are bound, from all the facts, to infer that this was the precise effect designed by him when he "suggested" it. It is what he calls getting "*nearer to the democratic form*" of government. In his letter in reply to Mr. Grignon, he says, "*the young men threatened the chiefs,*" and forced them to sign a paper repudiating one they had signed on the 8th of April, which was a request made *since* the law passed, that the money be paid, but of which I had no knowledge, as I have explained in my letter of May 12, 1855, to the Attorney General. And he further says, that "*the life of Chief Lamotte was in danger,*" because he was in favor of paying me; the foolish story about my having bribed him having been invented as a sort of apology for the threat. These admissions sustain one of the main facts set out in the affidavits accompanying my letter to the Secretary of October 19, 1855, which is that the *chiefs* were forced by the *young men* to repudiate the payment to me, and that without that interference they would not have done so. Those threats and the influence of the officers accomplished it, as far as it was accomplished; but even then there was great difficulty in doing it, so strong was the principle of native integrity in the minds of the chiefs. It took *three days* to bring about what was done, and it was even done then only with the express understanding that they should still sign *another paper requesting the President to decide for them*. The fact of the *young men* having been employed to alarm the *chiefs* by threats, is one of the material charges in the affidavits filed by me. Then why assail the witnesses when the fact is here admitted

by the accused party? The particular fact admitted occurred before the councils in September, but it is an irresistible conclusion that the same means were employed then.

I have said in my letter of May 12, to the Attorney General, that I knew nothing of the paper executed by a portion of the chiefs, on April 9, 1855. It came here addressed to me, with a letter from the Indians, in my absence, and was placed on file by a friend here who I had informed the Attorney General was authorized to act for me in my absence. On the 7th of March last I wrote to the Indians, enclosing them a copy of the act of Congress, and telling them that I had agreed to take *one half* of what they had promised me, And I requested them not "to sign any more papers about it," unless I was there, as I apprehended from the hostility of the Commissioner and superintendent that they would make an attempt to procure from them a remonstrance against the payment. But the Indians, although I had thus written them, chose to prepare the paper of April 9, 1855, which is signed by ten chiefs, including the head chief. It is not addressed to any body, but expresses their gratitude to Congress and the President for extending the benefits of the bounty-land law to them, (which I had also sent them, and proposed to get their warrants for them *without charge*.) It also thanks Congress and the President for passing a law to pay me, and expresses a hope that it will be done pursuant to the law, &c. This paper was sent to me here, and placed on file, as I have stated.

On the 17th April another paper was obtained revoking this, which was signed by six of the principal chiefs who had signed this, and seventeen others who had not signed it. The superintendent takes care to say that *he* was not there when it was signed, but fails to say who was there to represent him. The paper is signed by some man who calls himself a "*special agent for the Indian Department to the Menomonee Indians.*" What was he "*special agent*" for? Who appointed him? By what authority and under what law was he appointed? The paper sent to me is dated the 8th, and this is dated the 17th, so that the Commissioner could not have had anything to do with his appointment, nor the President, as they could have had no notice. He must, therefore, have been appointed by the *superintendent* at Milwaukie, but from whence he derives authority to appoint a "*special agent for the Indian Department*" I am at a loss to know. If I were curious upon such subjects I might enquire how this "*special agent*" was paid; and if out of the public money, by what law? But that is an enquiry foreign to my purpose. He *was* paid, doubtless, and did the work he was sent to do to the entire satisfaction of his employers. And we shall now see what the work was. The paper itself is simply a revocation of that of the 8th April, stating that they did not understand its contents. Upon this point I beg to refer the committee to the affidavit of Elias Murray, accompanying my letter of October 19, 1855, to the Secretary of the Treasury—as I do to refer them to *anybody* from Indiana for an endorsement of the integrity of Major Murray.—(*Appendix W.*) But *how* was this paper obtained? When we see that, we shall see how it was that it was so worded as to express anything designed by this "*special agent*," acting, of course, under

instructions. When it came here and was filed before the Attorney General it was accompanied by a letter from the *superintendent*, dated Milwaukie, April 24, 1855, in which it was said that this paper "is a *voluntary expression*" of the views of the chiefs. Let us see how true this is. At that time this superintendent thought he had things *all his own way*, and that he could say and do pretty much what he pleased without fear of detection. But afterwards, when driven a little closer to the wall, and when he had gone so far as to *disgust* Mr. Grignon, his interpreter, he found himself compelled to make an explanation. These things will come out, sooner or later. In his reply to Grignon's letter of resignation he is forced to admit that this paper was *not* a "*voluntary*" act, but that his statement to that effect is untrue. There he says, expressly, that it was obtained because the *young men* "*became excited and threatened the chiefs.*" And that was just what this "*special agent* of the Indian Department" was sent there for, and *paid* for, too, I presume. It was, therefore, obtained by duress and by fraud, and is, in the eyes of the law and of morality, absolutely void.

Observe that this was the *first* time that this *threatening* of chiefs had ever been heard of in that tribe, and this was on the 17th April, 1855. It was an *experiment*, doubtless, to see how the thing would work, and, therefore, a "*special agent*" was employed to try it, so that the superintendent could say, if it should fail, that he was not there. But, rejoiced at his success, so soon as he heard of it the superintendent hurried there himself, and, on the 10th May, 1855, (less than a month,) "*suggested*" the new rule of conducting business, by which the *young men* were to have this influence secured to them, so that they could be used against *me* whenever needed. He then felt confident of his success over me, and in his power to *defeat the will of Congress*, as he was sure he could keep the *young men* "*excited*" and the chiefs alarmed by their threats. Consequently, when he saw Mr. Wright, only a short while afterwards, (in June,) at Milwaukie, feeling rejoiced at having secured these new auxiliaries, he boastingly told him that I could not get my money "*so long as he was superintendent.*"—(For Mr. Wright's affidavit see *Appendix*.) Just think of an inferior officer contriving such a plan and making such a boast to defeat the execution of a law! Was there ever before so deliberate an attempt to bid defiance to law, or such infamous means resorted to for the purpose? And yet this man's power, instead of being taken away, has been *extended*, and that at a time, too, when the greatest question of the age is before the country—whether a law, passed pursuant to the forms of the Constitution, *must* not be executed, even with the bayonet if required?

I come, now, to notice the reply of the superintendent to my letter of October 19, 1855, to the Secretary of the Treasury, regretting the necessity that compels me to make this communication so long. But I shall, I hope, be pardoned for this when it is recollected that I am replying to nearly *two hundred and fifty* pages of libellous matter, and that a slander may be uttered in a single line that it will require several pages to explain.

The superintendent has ventured to intimate, though he does not

exactly say so, that I have not properly reported his speech to the Indians on the 7th September. I stated that I handed the paper containing my report to him, in the *presence of Mr. Clark*, and that he corrected and handed it back to me. If this is not true Mr. Clark will know it; and I re-affirm it. But he says that I contradict myself when I say that he and I differ about what he did say. The opposite inference is the just one, for I stated both my own report and his correction, that both statements might go together for what they were worth. But my arguments were predicated upon *his* statement, giving him the benefit of it.

He tries to apologize for the interference of the young men, by pretending that it has always been customary for *them* to be consulted about the business of the tribe. I do not believe it, and never heard of it before. If it has been, wherefore the necessity of having a paper signed to that effect on the 10th May? The records of the government prove the reverse—their treaties prove it, and I venture to say that, although the money is paid *per capita*, the receipts for it are signed by the *chiefs* alone. The fact is, that except in the single act of *per capita* payments, the government has never dealt with any other authority of an Indian tribe than its chiefs, and there are several senators who know this perfectly well. The superintendent introduces his favorite, *Corron*, to prove this, by quoting what he said. I have shown that he did not state the truth when he said that they had agreed, when first here, to give me *one half*, and this throws suspicion upon what he may say about other things. He is a sort of loquacious nuisance—just such an instrument as the superintendent can use; and it is because he is eternally grumbling about something, that I would not hold the council of the 4th October, 1854, without him. It is easy to see how he has been moulded to the will of the superintendent, and to see at the same time what is the cause of the particular spite at *Lamotte*, who is far the most intelligent chief of the tribe. Grignon explains it. These chiefs are both *Catholics*; so I believe is Grignon. Now, he says, that the superintendent “went so far as to procure a meeting of the *Catholic* chiefs at the house of the *priest* after service on Sunday, so as to bring *his* influence to bear upon them *against* Mr. Thompson. And again, Sunday night he had the *priest* and some of the *Catholic* chiefs at *his* room.” Here is the whole secret plainly told. It produced its effect upon *Corron*, and the *priest* moulded him to suit the purposes of the superintendent, but *Lamotte* refused to be led by these influences, and therefore, the miserable pretext that bribed him! It will be observed that the superintendent has but faintly denied, if at all, what Mr. Grignon here says about his employing the aid of the *priest*. He actually asserts his *right* to do it, and at another place says, that “it was for *me* (him) only to judge *when* and *where* I should speak to the Indians or transact my business;” notwithstanding he had himself requested Mr. Clark to order that *nobody* should speak to them. That may be true as to *his* business, which was the regular business between the United States and the Indians, but it was not so as to *my* business, as Congress had removed it from the Indian Bureau and confided it to the *Treasury* Department. He pretends to justify this conduct by talking about *my*

emissaries offering bribes, &c., to all of which I have fully replied by a flat denial of any knowledge of it, and it is not likely that it could have occurred without my knowledge.—(See my letter to the Secretary of the Treasury, October 19, 1855.) He sees the force of what I said in that letter about his not informing Mr. Clark of these things, as I did of *my* complaints against *him* while we were all together, and where the proof, if what he states is true was at hand. And, therefore, he offers the lame apology of saying that he could derive no additional power to put a stop to them from Mr. Clark to that given him by the intercourse law. This is no reply—it is a senseless evasion. Mr. Clark needed no other power than *he* already had to detect these frauds if they existed; his special authority gave *him* full power, without reference to the intercourse law. If the superintendent doubted *his own* power under that law to detect them, why did he not inform Mr. Clark? The fact that they were made known and investigated on the spot, shows that they have been *manufactured since* for the special purpose for which they are now used.

He says that if he had not doubted whether the intercourse law was in force there, he would "*probably*" have had *me* and all *my* emissaries arrested! I have heard of this threat before. It has been more than once used to intimidate me, with the hope, doubtless, that I would be *afraid* to tell the Indians of the imposition of *government officers* upon them, for fear of being *arrested*. It has not had the desired effect, and I have been half inclined to wish the threat had been put in execution, that I might have seen how far the doctrine of *scandalum magnatum* prevailed in this country, or the old doctrines of the *sedition law* would be revived. There are some things, I concede, that may be done with impunity, but I do not suppose that the time has yet arrived when the conduct of public officers, in this country, shall go unchallenged, by the citizen whose rights or person they may assail. And it would have presented a curious question to be tried in the courts whether this superintendent, who can yet but scarcely speak our language, possessed such immaculate qualities as an officer, as to shield him against censure when, in violation of positive instructions, he was assailing my rights. He might have learned by his experiment that *he* is not yet *the government*.

He denies any improper motive in presenting one of the chiefs with a suit of clothes, and I give him the full benefit of his denial. It is proper that he should have it, and he has, I think, sufficiently explained it. I concede this with pleasure.

He denies all knowledge of the fact that the consent of the Indians to the amendments to the treaty of 1854 was obtained by the agent, John V. Suydam, esq., by the threat that if they did not give it they would be removed west of the Mississippi. I have no knowledge of what the precise fact was, of course, and it is not of such importance to me that I should hunt after difficulties about it. Suydam admits, in his letter to me, (an extract from which is published in my letter of October 19, 1855, to the Secretary of the Treasury,) that he told them "that their *only alternative* was to sign the treaty or *go beyond the Mississippi*." By that means, chiefly, he procured their assent, and he was a government officer, acting under instructions from the

Commissioner and superintendent. Whether his instructions went that far or not, I do not care to inquire, as *his act* is sufficient to show *how* the treaty was made; that is, that it was made by the very means that he now falsely accuses me of having employed. "Those who live in glass houses should never throw stones." While at this point it may be of more importance to the public than to me, that I should make a single suggestion about the *expense* of making this treaty of 1854, to show how careful these men are of the public money. Now, the superintendent who made the treaty lives at Milwaukie, and the whole of his personal expenses in going to the Falls of Wolfe and back, could not possibly have reached \$100. Yet when he got back home, he modestly requested the Commissioner, May 20, 1854, to send him \$950, "to reimburse me [him] for moneys *so far* expended." I have no conception, but I have some *suspicion*, what all this was for. A thorough examination might produce some rich developments. But I shall not concern myself further about it.

What he says about the affidavit of George F. Wright, esq., is in the nature of a plea of confession and avoidance. But while I have the right to hold him to the confession, the avoidance does not avail him, because he says that the remark only had reference to the consent of the Indians. Of course it could have reference to nothing else, because that was all that he would be likely to have anything to do with, and is the very thing that he did have to do with. He told Mr. Wright, as he swears, that my "*claim never should or never would be paid so long as he was superintendent.*" If, then, as he now says, in admitting the truth of what Mr. Wright says, he had reference to the consent of the Indians, his mode of preventing the payment must have been to *keep them from giving their consent*. That is just what I charge, and his concession covers the whole ground of my complaint.

As to the general assault he has made upon the persons whose affidavits I have filed, I owe it to them to say, that it is wrong for the government to assail this whole class of men. There are doubtless amongst those who trade with Indians, some who are unworthy of confidence and respect. The *whiskey dealer*, who sells the accursed "fire-water" to the Indians is a despicable creature. Such men I loathe, and would, if I had the power, strictly execute the law against them in *every* case. But the trader who supplies the Indian with food and clothing, is absolutely necessary to his existence. He *must* be there, or else the government has but two alternatives—either to turn broker and trader itself, or to leave the Indians to starve and die. You give him now his small annuity once or twice a year. When that is gone, he goes to the trader to buy blankets or food for his wife and children, or powder and lead and a rifle to shoot game with. What is the trader to do? Must he turn them adrift to live only upon herbs and roots and insects, and to starve or freeze. *They cannot do that*; for, rough and unlettered as some of these men are, they have got as generous hearts as ever beat in human breasts. They do supply their wants, trusting to the honor of the Indian to pay. And, in nine cases out of ten, the Indian will pay, fairly and honestly, if you let him alone. But how must this generous hearted trader feel, knowing that he has acted from good motives himself, when, at the next

annuity payment, the "Great Father" of the Indian—his pretended *guardian*—tells him that he must not and shall not pay his honest debt? It is all wrong. The whole policy of the government towards the Indian tribes is wrong, and but hastens their extermination. The Constitution makes it the imperative duty of Congress to "regulate commerce" with them. This *must* be done in some way. Shall the government itself carry on the commerce? Certainly not. Then it must regulate what is carried on. Let it then subject the merchandise of licensed traders to inspection; let it be made a condition of their licenses that their goods shall only be sold at stipulated prices above cost and carriage, to be ascertained by the exhibition of the invoices under oath; let the swearing to a false invoice be punished as perjury; let your agents reside amongst the Indians, and be required to be present whenever a sale is made upon credit to an Indian, or to give his consent in writing; prohibit, as far as possible, the sale of beads and ribbons, and other senseless ornaments; teach the *chiefs* to feel the necessity of setting an example of industry and sobriety, and don't degrade them to the level of the thriftless and drunken sot; and then give the countenance and aid of the government to the honest payment of the debts created with the consent and approbation of the agent, and in the cultivation of individual integrity, and stop this business of *teaching* Indians to *repudiate* honest debts, and they will need no attorneys to help them, and everything will go on smoothly. And, then, if, instead of sending amongst them as officers, desperate gamblers in politics or broken down politicians, or men whose integrity is doubtful, good and true and conscientious men are selected and properly rewarded for their labor, it will require but a little time to see hundreds of these poor creatures, who are now idle and dissolute, gradually becoming elevated to the condition of the white man. Pardon this digression. It seemed important, as a means of showing that it was wrong to countenance this promiscuous warfare upon a class of men who are necessary parts of any system by which you can "regulate commerce" with the Indian tribes.

I feel myself bound to notice a most malicious assault upon an absent and estimable man. It ought never to have been made in a public document. The superintendent says that the *Rev. Mr. Bonduel*, who was a long time Catholic missionary amongst these and other Indians, offered to put a man by the name of *Gotier* on the list of claimants against the Indians, for \$600, if he would get *Corron* to go for my claim. And he states, as authority for this, that *Gotier stated it in an Indian council held May 7th*. This is a most reckless stab at the reputation of an honest man, and as I have every reason to believe, a pious and devoted Christian—one who has devoted many years and a large amount of his private means in the work of christianizing the Indians of the northwest. He is now absent, I understand, on a temporary visit to France, and it is cruel to assail him in this way. And upon *such* evidence do. What is it? It is a mere pretence that *Gotier* said so in an Indian council last May. Why was not his statement taken? Why did he not swear to it, as those persons have done whose statements are filed by me? The fact is, this *Gotier* is one of the employes of the superintendent, and knows very well if he does not *help*

the superintendent, he will lose his employment. But he *dared* not swear to his statement, or even put it in writing. Is it not most contemptible to make *such* an assault upon an absent man? Need I comment further upon the insufficiency of such a statement, as proof of fraud against anybody, let alone a man standing as does the gentleman who is here assailed?

But, fortunately for Mr. Bonduel, the facts disprove this statement. He had left that mission and had charge of a church in Milwaukie, before there was any reason to think that *Corron* would be opposed to my being paid. He was not opposed to it in October, 1854, for he then signed the memorial to Congress as willingly as any other chief. His opposition was never heard of, that I know of or believe, until *since the law passed* for paying me, and I *do not think Mr. Bonduel has been there since then*. I have not seen or heard from him since that time, and my impression is that he has been the most if not all of it in Europe. He was not in the Indian country in September last, which was the *first* time that I had any idea that a single chief was opposed to paying me. So this story is all a miserable fabrication. But it is only a part of the system that has been played. There is scarcely a man either in or *out* of the Indian country (I cannot now think of a *single* exception) who has been disposed to look favorably upon my claim, who is not or has not been assailed by these officers, in a most rude and insolent manner—a manner that deserves the severest rebuke.

He admits directly what I have said in my letter of October 19, 1855, to the Secretary of the Treasury, about the wish of the Indians, at the last council, on the 10th September, to send the matter to the *President and leave it to him*, and, by not denying, also admits all the facts that I stated there upon that subject. This is most important, for it covers the whole question of the validity of the paper obtained by Mr. Clark. I have already noticed this at length.

He admits, also, having asserted the right to interfere to prevent the signing of the paper which I drew up, in accordance with Mr. Clark's suggestions about sending the matter to the President, and justifies it upon the ground I have stated, that Mr. Clark's mission "*seemed to me [him] to have ended,*" &c. This is of still more importance, because it shows that he was unwilling to trust even the *President*, notwithstanding he *kept silent at the time Mr. Clark's promise was made*, and because it shows a direct interference in violation of the Secretary's instructions. If he had intended to assert this authority, why did he not say so when Mr. Clark made the suggestion, that they could send it to the President *after* signing the paper? Why did he suffer the paper to be signed and *then* interpose his objection and assert his pretended authority? This is a fraud, both upon the *Indians* and *me*. It entrapped *them* into doing what they would *not* have done without Mr. Clark's promise. For he had plenty of time to consummate it between the suggestion of Mr. Clark and his presentation of the paper drawn by me, while the Indians were engaged in signing their names.

I have said in my letter to the Secretary that I have no knowledge of any attempts having been made by *anybody* to influence any chief

by promises of money, and I repeat it here. I do not believe that there were any such. I asked why it was not named when we were together? The superintendent now says *it was that Shoneon* stated it "in open council." He does not say *what* council. If he means that it was either of the councils when I was there, then I deny it emphatically. I never heard of it until I saw it stated by the superintendent in reply to my letter to Mr. Clark, and that was after I reached here. Not a word of the sort was said there, and the report of *Shoneon's* remarks, even as made by the *superintendent himself*, has *nothing of this sort in it*. Like the rest of the stories about bribing, it is of recent manufacture. And this applies equally to all he has said upon that subject. If a word of what he says were true, it might easily have been ascertained there. What I had to say about *him* I communicated to Mr. Clark, that he might have an opportunity of testing its truth at once. But he made no reply *there*, and had not a word to say about bribery and fraud. However, *after he got home*, when it appeared necessary to *get out of a bad scrape*, he hatched up all these stories. If they had been true, he should have offered *some proof* of them. But instead of that, he pretends to say that I have got complete control of everybody up there, and that *somebody* or *somebody else* said that *some* of these people said *something* at *some* time or other! That is his mode of argument, or rather, this is the manner in which he seeks to sustain his unsupported assertions.

He reports what the Indians said in council, not exactly as I have done, but yet quite sufficient for my purpose. For instance, he represents his favorite, *Corron*, as saying that they had agreed here, in 1850, to give me *half*. I have already stated that this is not so; but if it were, it shows *more* than I have asked. And he represents him as not pretending that there was anything *unfair* in obtaining the memorial of October 4, 1854, and if there had been he would have told it. The only objection he makes to it is, that it was done at night. I have explained that I could not help that. But *Corron* admits he signed it, and does not pretend that he was persuaded, or forced, or bribed to do it, or that he did it any otherwise than of his own free will. He says, he understood when he signed it, that the "President and senators" would correct it if it was wrong. I told them at the time that it was a memorial to the President and Congress, and that they would protect the rights of the Indians, and from that he gets this very proper impression. The statement, therefore, of *Corron* supports the original agreement and the memorial of October 4, 1854.

But *Osh-kosh* who is the *head chief* and speaks for the whole tribe, is represented by him to have said in his speech on the 8th just what I said he did, that "*I have heard our friend Thompson speak to my people; we understand it well; it is all true what he said about our transactions,*" &c. Now, the report of my remarks by the superintendent is not correct, but for the argument let it be admitted, and even *that* will show such a state of case as will leave no room for doubt in any honorable mind about my right to compensation. It shows that what I said about my employment, services, &c., was known to the Indians to be "*true.*"

He concedes the correctness of my report of what *Osh-kosh* said on the 10th, that is, to use the words of *his* report, that he said "*We want to send the question to the President. They* (his friends, as he called the Indians) *HAVE NOT COME TO ANY DECISION EXCEPT TO LEAVE IT TO THE PRESIDENT TO DECIDE WHAT IS RIGHT.*" It must be recollected that this was the *last* council, and that these words were spoken by the head chief as the result of the three days' deliberations. Have I not a right, then, to insist that they express the will of the tribe? And yet it was directly after they were spoken that they signed the paper reported by Mr. Clark. Why did they do it? I have already explained that it was because they were told that they could *still* leave it to the President, which they were prevented from doing by the acknowledged interference of the superintendent. Need argument be offered to show that a paper thus obtained is void?

He makes the next chief *Shoneon* speak *for the young men*—but even he does not speak *against my claim*. He says that he and the young men only object to the *amount*—that they think it is "too high," and agree to "*refer it to the great father and the great council,*" &c. This is of great importance in many aspects of the case,—but especially as it goes to show that *all* the Indians were for my being paid, but that the only question amongst them was as to the *amount*. And that is the fact about it. The superintendent had said so much to them about my taking all their *annuities* that they were confused—but still their native sense of justice satisfied them that I should be paid *something*—and therefore, even the *spokesman of the young men* admitted this by stating what I have quoted from the superintendent's report of his speech. And yet, *in a few minutes after this*, the repudiating paper was signed. How could it have been done in any other way than that I have described?

I desire to call attention, particularly, to the superintendent's report of the proceedings of these councils. While there is not enough difference in my report and his of what the Indians said, to quarrel about, yet there is one *most important omission* in his statement of the proceedings; he seems to have some skill at *suppressing the truth!* It is this: that he has failed entirely to report what Mr. Clark said to the Indians, about leaving it to the President, *just before* they signed the paper. I had an impression that he would not like to have this told, from the very beginning, and, therefore, was the more particular in my memorandum of the fact made at the time. It is for this reason that I have been so anxious to procure the statement of Mr. Clark—for this I consider an important point in the controversy. But as I have not got Mr. Clark's statement, how does the question stand without it? I stated the facts in my letter of October 19, 1855, and the words of Mr. Clark. The superintendent does not deny my report, but *omits the whole of Mr. Clark's statement to the Indians, and says nothing about it*. Is not that equivalent to an admission of the truth of my report? And being so, does it not conclude the controversy about the validity of the paper reported by Mr. Clark?

He talks about threats of *somebody* to have Mrs. Dousman removed from the position of teacher; but I do not know what he means. He flings this in, I suppose, as a sort of make-weight. I know of no reason

why she should be removed, and if I did, am not in the habit of *making war upon defenceless women*. He says she refused to be bribed. When? where? by whom? Just look at his statement, at the close of his communication, and see how contemptibly ridiculous it is. It is unworthy of reply, and is just one of those mean and slanderous insinuations that originate in base minds, and could have no dwelling-place, for an instant, in honorable ones. Of the whole of these insinuations, in the aggregate and in detail, with whomsoever they may have originated, and by whomsoever repeated, I declare, upon whatever of personal honor I may have credit for possessing, that, so far as they refer to me, or my conduct, they are *absolutely and unqualifiedly false*, both in spirit and in fact; and that, so far as they relate to the other parties referred to, I believe them to be so. The minds that invented them are gangrened with passion and prejudice—ready to magnify the most trifling occurrence into fraud, and to cover up their own acts by duplicity and deceit. How truly did Solomon speak when he uttered the proverb: "*Deceit is in the heart of them that imagine evil.*"

These accusations are akin to some that this same commissioner caused to be made against me on the *floor of the Senate* at the last session, in reference to a speech I was said to have made *at the payment* of their money to the *Shawnees* in Kansas, in July, 1853. The charge was this: that I made a speech "*at the time when the payment was made to the Shawnees,*" "*on the morning when that payment was made,*" "*on the morning before the payment,*" "*that morning*" of the payment, &c., wherein I said to the Indians that the appropriation in their favor was "*defeated in the Senate by two votes;*" that "*it was defeated by the influence of one man;*" that "*we managed to have the bill reconsidered;*" that then the "*one only chance for success was to prevent this senator from attending when the vote would be taken;*" that I tried to see him for "*many days,*" but could not, and gave my note to a friend who could, and that "*by hiring this friend to keep the senator away when the vote was taken I got the bill passed,*" &c. Whereupon, as if this was all true, I was assailed in an injurious manner by a senator who was, doubtless, himself deceived. Of course I could make no reply to these charges upon the floor of the Senate, but could I have done so, nothing would have been more easy. In the first place, I made *no speech at all at that payment*, and that I did not is sufficiently proven by the statements of General Whitfield, of Kansas, (*Appendix X,*) and of Colonel Woodson, of Missouri, (*Appendix Y,*) both of whom were present. In the second place, there was *no separate bill* pending to provide for the appropriation; there never was any *reconsideration* of the vote; the amendment making the appropriation was made to an *appropriation bill* by a vote of 28 *ayes* to 13 *nays*, and if it had failed by *two* majority, the absence of *one* senator would not have secured its passage. So that there could have been no foundation for such a case as was made here, to say nothing about the improbability of my being such a *fool* as to *tell it* if I had been guilty of such conduct, but it only goes to show how easily a man may be assailed, even when he has an entire consciousness of his own innocence and integrity. And I allude to this now merely for that purpose, as it originated with some of the same men who have

been engaged for several years in the work of abusing me, in which they seem to take much more delight than they do in the performance of their public duties.

Having thus passed to the end of this letter of the superintendent, I should scarcely be justified in going further, under any other than the extraordinary circumstances existing in this case. Yet the committee will indulge me until I put myself right upon *every* point of attack, for I *feel* perfectly invulnerable upon *all* of them. I intend to drive these officers to the wall and pin them there, that, like victims of the pillory, they may serve as examples to others. And I only desire to extend this communication to the notice of some *general* points made by the Commissioner, not necessarily involved in the detailed discussion of the case.

He refers to the contract made by Colonel Ewing with W. H. Bruce, *after* Bruce was removed from office; he treats it as one made while he was *in* office, which is not true. I have fully explained that transaction in my letter to the Secretary of the Interior, January 19, 1855, and have there shown that I was no party to it, and that it was made from the most laudable motives, which were fully explained to and understood, at the time, by the then Commissioner of Indian Affairs. I referred to that gentleman for the truth of the statement. He still resides in this city, and can be appealed to by any who may doubt what I have said. He was informed of the whole matter at every step of its progress; which fact, of itself, is sufficient, in all unsuspecting minds, to relieve the transaction from the slightest suspicion of unfairness.

He assails Mr. Walker because he voted against the Menomonee claim at one session, and then made a report in its favor at the next. There are some men who never understand a thing like this, and who attribute corruption of motive to all changes of opinion; but, as a general thing, these men are less to be trusted than any other class. They are obstinate, dictatorial, selfish, narrow-minded, and, almost invariably, ignorant. An *honest* man will always change his opinion when convinced that he is wrong. Mr. Walker is fully able to take care of himself, but it is due to him that I should state the circumstances of his connexion with this case, so far as I know them. He did oppose the claim, and, as I thought, caused its defeat at the first session, and in his speech spoke of some parties who were to share the money. He alluded, amongst others, to a member of the House from Wisconsin, at the time. At the next session I said to him that he had done injustice, unintentionally, I believed, to this gentleman, to the Indians, and to me, and I proposed to him that if he would examine the case with the impartiality of a chancellor, I would abide the result of his conclusion; that if he still thought it unjust I would abandon it. He acceded to this proposition, introduced a resolution in the Senate directing the inquiry by the Committee on Indian Affairs, and the result was the *unanimous* report of that committee which he afterwards made. His examination was long and laborious, and during the whole time I had but a single interview with him on the subject. That was at my own room, where he called to get some information from me in reference to a line upon one of the maps. I

did not know what his opinion was until it was announced to me by himself after the report had been prepared; but let the whole matter rest upon the action of the committee. This action, and the reason of his own change of opinion, he satisfactorily explained at the time, and his report speaks for itself.

The Commissioner says that I procured the Committee of Indian Affairs to set apart, by their amendment offered in the Senate, part of the money to *pay debts*, and therefore I am connected, says he, with the *claimants against the Indians*. In the first place, the conclusion is far fetched, even if the fact were as he states it; for I might be in favor of having the Indians pay their honest debts without being benefitted by it. But the fact is not so. I never made a suggestion to Mr. Walker or anybody else about how the amendment should be drawn, and never knew anything about it until it was offered in the Senate. His blow at me is equally one at Mr. Walker and the members of the committee who directed the report.

He quotes an amendment to the Indian appropriation bill made some years ago, which, he says, was "*well understood at the time*" to be expressly for the purpose of repudiating *my* agreement. By whom was it so "*understood?*" Where did he get his information? *He was not here and knew nothing about it.* Who told him? There was no discussion to that effect. Did Congress legislate expressly to reach *me*? He strikes blindly and his passions mislead him. He assails the justice of Congress by the charge, as he also does its wisdom. My contract was already in existence, and *had been recognized* by the government as made under its existing regulations, and the law he refers to was intended to be *prospective*. Would Congress have attempted to impair it by *retrospective* legislation? I think not.

The Commissioner displays less wisdom than obstinacy in making an argument to show that these Indians were *not entitled to anything* in the matter prosecuted by me. He cannot draw me off into a re-discussion of that question. It has occupied me two or three years already, and I shall not renew it. It has been decided in *favor of the Indians* by one Commissioner, by the Secretary of the Interior, and the President, in 1851; by the House of Representatives in 1852; by the *present Commissioner himself* in making the treaty of 1854; and by the President and Senate in approving and ratifying that treaty, and increasing the amount originally allowed by it; and I do not feel myself called upon to enter either into a defence of their action or of my own arguments against those which are now put forth as such by the present Commissioner. If I did, it would be very easy for me to show that he knows but little about the case, and that he has used that little with the single object of preventing *me* from being paid, after *he* has agreed, *against his present position*, that the *Indians* should be! Suppose they were *not* entitled, yet they have it, secured by treaty, with *his* consent; and is it any argument against my being paid to go behind all this and say that nothing should have been allowed? It is rather an argument in favor of my being paid, for if I, by several years of service fairly rendered, have secured a sum of money to the Indians to which they are not entitled, then *they* are not injured by my being paid. The Commissioner exhibited but little discretion in

this *new* argument, and shows, conclusively, that it was intended for no other purpose than to create the impression that I had been prosecuting a groundless claim, and had succeeded, by some sort of influences which he does not explain, but *hints* at, in getting decisions in its favor, even from *him*! He yields too much to the spirit of revenge against me, and should not have forgotten what a very wise man once said, that "He that *studieth* revenge keepeth his own wounds green." He may hurt himself worse than he does me, as I will answer his whole argument, now made, with less than a sentence from his annual report for 1854. He there says: "Having become *satisfied*, from an *examination* into the affairs of the Menomonees and their relations with the government, that *they were justly entitled to some ADDITIONAL COMPENSATION for the lands ceded by them under the treaty of 1848*, in consequence of the *quantity* thereof having been *under estimated* at the time that treaty was made," &c., &c.; "the supplemental articles of May 12, 1854, referred to elsewhere, were entered into."—(See his *annual report for 1854*, page 20.) He forgot this. His disposition to be revenged upon me made him too hasty and impaired his memory. The next time he attempts to make an argument I would advise him to pause a little and see what he himself has already said upon the same subject. And this quotation from his report serves another purpose, also—to show that this treaty of 1854 was made to cover the "*additional compensation for the lands ceded by them under the treaty of 1848*," which both he and his superintendent now pretend was no part of the consideration!

He mentions the fact, by an unfair allusion to it, that Colonel Ewing and myself were associated together in the removal of the Menomonees to their present homes. If he had stated all the facts *in the possession of his office*, I could have had no objection to this reference; but he merely gives the aggregate amount paid us, so as to leave the impression that we made a great deal of money, whereas we did not. Col. Ewing was the *lowest bidder* for the removal, but as the *Indians had requested that I should superintend it*, the Commissioner awarded the contract to him upon the condition that it should be made "*jointly*" with me, and it is so endorsed on his bid now in the Indian office. As the whole of the money necessary to remove them had to be raised before the payment by the government, I could not have removed them myself if I had desired it, for I had not the means to raise it. His endorsement of my obligation enabled us to raise some \$15,000 in this city, to initiate the necessary steps, and in the same way we raised the balance elsewhere. I have always looked upon this operation with satisfaction, for although the profit turned out to be no object, yet we succeeded in less time than such a thing was ever done before, and at an inclement season of the year, in a northern climate and through an uninhabited country, in removing this whole tribe—men, women and children, and every article of property they possessed, to the place of their present residence, without the slightest accident and without the loss of a single valuable article. We subsisted them, furnished them with medical attendance, and with 3,500 bushels of corn, 425 barrels of flour, and 15,500 pounds of beef, after they reached their new homes, transported at our expense, and erected a warehouse

suitable for the safe keeping of said provisions. (Observe that the superintendent was paid \$950 for going up there by himself and making a treaty!) The Indians, in a paper now in the Indian office, expressed to the President their gratification at the manner in which they had been removed; and the superintendent, who accompanied the expedition, in his official report said, "that it has been effected in a peaceful, comfortable and satisfactory manner. They have been abundantly supplied with transportation, and good and wholesome provisions. No complaint has been made to me—on the contrary the Indians expressed their entire satisfaction in regard to their removal, and have this day in council presented their thanks to the contractors for their kindness in providing to make their journey smooth and comfortable." I repeat that I have always looked upon this expedition with satisfaction, because of the personal interest I took in the comfort of the Indians, at an inclement season, and the other circumstances of its execution, and if there be anything about it that seems wrong in the eyes of the present Commissioner, *let him make the most of it.*

The time employed in the preparation of this paper has necessarily been limited. It has been written since I came to this city, under a consciousness that your committee were kindly awaiting my reply to the attack of the Commissioner, and from a conviction that my engagements at home required my stay here to be as short as possible. But it has been my object, although thus hurried, to meet every material accusation made against me. If I have not done so, if there is anything, a sentence or a word, which I have omitted specifically to reply to, which shall, by insinuation or otherwise, be intended to reflect on me, and to impute to me unfairness or dishonor, I pronounce it false, absolutely and unqualifiedly so. I have retained this whole matter in my own hands from the beginning, and *my own conscience* acquits me of anything wrong in its management.

A few words more. The Commissioner says that my contract is void, because it is against *public policy*. What does he mean? I doubt whether he knows himself. Does he mean that it is *champertous*? If he does, I deny it. If I had made such a contract with an individual to prosecute a lawsuit, I concede that *that* would have been so, but I am not in the habit of making such; if no other consideration, respect for my profession would restrain me. A contract with an Indian tribe, for the arrangement of its business, is altogether different—it is more like an action prosecuted in *forma pauperis*. No litigation is contemplated, no lawsuit is stirred up, the quiet of the community is not disturbed. And besides, as in this case, it is rendering professional services for a party unable to pay without something is recovered. Such cases often occur in the practice of the law, and though it is a common practice with vulgar minded people to abuse lawyers, yet I may safely claim for them that they perform more service from motives of humanity and benevolence than any other class of men in this country.

And there is nothing in the *regulations* even of the Indian Bureau, or in the practice of the government, rendering such a contract as mine void. The Commissioner has wholly misunderstood and mis-

represented the rule on that subject. I will state it as it is, and first, by referring to a case that occurred just before my contract was made. A gentleman—lately a distinguished member of the Senate, and who will, in all probability, soon be so again, if the wish of his constituents to place him in even a higher position shall not prevail—made a contract with a tribe of Indians some years ago, by which he agreed to prosecute a claim in their behalf against the United States, in consideration that he should receive *one half* of whatsoever sum should be recovered. The case was prosecuted by him; the sum of \$112,042 99 was allowed; and *one half* of this, that is \$56,021 49, was paid him, upon a power of attorney executed by the commissioners of the tribe, though the name of the “king” of the tribe was signed to the power by *another person*, and *he* protested against the payment. The contract was assigned and afterwards lost, but its existence was supplied by affidavit of the parties, and, in 1849, it was submitted to the *Attorney General*, to decide whether it was valid or not; the Commissioner of Indian Affairs considering it *invalid*, as it was not entered into with the consent of the proper authorities of the government. The *Attorney General* gave his opinion January 3, 1850, deciding that it *was valid*, and that the money should be paid to the assignees, and reaffirmed it March 7, 1850. The \$56,021 49 *was then paid*. Now, this case occurred *just before* my contract was made, and furnished a precedent for it; and if I have violated public policy, so did this distinguished gentleman. In point of fact, my case is much stronger than his. His power of attorney was *without date*—mine is not. His was not executed before government officers, or approved by them—mine was. The Indians “were diligent and persevering in their resistance to the claim”—not so in my case. Yet the money was paid him, not upon the ground that it was a *reasonable compensation*, but because his contract was held valid. Now, I submit that I had a right to consider this proceeding as furnishing an example not altogether unworthy of respect; and that it also furnished me evidence of what was then the settled policy of the government. (The *House of Representatives* afterwards, upon inquiry into this case, *much weaker than mine*, justified its payment.) If such was then its policy, announced thus by its public action, would it be good faith to change it *after my services had been rendered*? Certainly not; especially as all the objections urged against the papers in that case were carefully avoided in mine. If I shall now be denied all compensation, the strange state of things will be presented of the adoption of one rule in *that case* and another in *mine*, although that rule was unreversed at the date of my contract, and is still so. But it is unjust to the government to anticipate such a result. I am only showing what it is that the Commissioner desires; and that to accomplish it he has *omitted* all reference to this case, and the decisions of the *Attorney General* in it, with the purpose of making the impression that there never were any such.

He represents me as improperly quoting the opinion of the *Attorney General* and as misstating the rule of the department at the date of my contract. The mistake is with himself, and is occasioned by his reference merely to the opinion of Senator Toucey when he was *Attor-*

ney General, to which he says all the mischievous practice is to be traced. That was to the effect that when meritorious services were rendered for a tribe, the obligation rested upon the government to see that their attorney or agent rendering them was paid. The Commissioner entirely overlooks the decisions in the case I have referred to; which, together with the opinion of Senator Toucey, constituted the *law of the government* at the date of my contract. Nor is there anything in the *present* regulation, quoted by the Commissioner, in conflict with these opinions. It merely discourages the employment of attorneys, but expressly provides that if, notwithstanding the rule, the Indians *shall* employ them, (clearly conceding the *right*,) the government is bound to see that they shall be paid a reasonable compensation. Wherein, then, have I misstated it? The Commissioner himself has done it. Is not *reasonable compensation* all I asked? But why argue this? The *present Attorney General* settles this question between the Commissioner and myself, and most conclusively in my favor. In his opinion, in *this very case of mine*, which was before the Commissioner when he wrote the sentence that my employment was *void* because it was against *public policy*, Attorney General Cushing, speaking of the instructions referred to by the Commissioner, says: "But while those instructions discourage and condemn the act, [of attorneys being employed by Indians *without the consent of the government*,] they seem to admit that it may *LAWFULLY* be done, subject, as in the case of all other acts of the Indians, to the approbation of the government," which approbation I obtained. I submit, therefore, whether the Commissioner is not as wide of the mark in this as in other instances. If I have not brought myself so within these rules as to be entitled to the protection of the government, then I confess myself unable to comprehend their meaning. I did not fix the compensation allowed me in the law. *Congress* fixed it, and I have released the remainder of my claim. If it is too much, let it be so decided, not by the Commissioner, but by an impartial arbiter, in full view of all the facts, if Congress shall so decide, and I must be content. But in the name of right and justice, in the name of the plighted faith of the government, let me be paid *something*, that this controversy may be ended, and I may be left to my own private pursuits, and to that humble sphere of private duty which furnishes me as much of happiness and contentment as I seek for in this life.

I cannot afford to work *more than five years*, and spend my own money and lose my own time, *without one dollar of compensation*. I cannot contend, single handed, against the power of a government like this; no human energy is sufficient for such a task. It may crush me to the earth; by the denial of justice it may strip me of all I possess; it may, by the indorsement of repeated slanders, leave upon its records unfounded imputations upon my character; it has the *power* to do all this, and more than this; but it cannot deprive me of the consciousness of my own integrity, of the inward satisfaction of honorable intentions in all that I have done in the progress of this business, or of the determination to discharge in the future, as I have endeavored to do in the past, honorably and faithfully, every obliga-

tion which the government itself or society have the right to exact of me.

I have abundant faults, and God knows that I feel this as sensibly as any man can feel it. But whatever they may be, my own heart assures me that they are not the faults of *avarice* which are now charged upon me. If I have not acted my part nobly in the great battle of life, I trust I have acted it *well*; and he who has now assailed me should recollect that the keen, sagacious eye of the public will detect, lurking beneath every foul aspersion he has tried to cast upon me, that low, debasing, and grovelling spirit of envy, which is the very "canker of honor." And he should no less remember, that the world has long since borne witness to the wisdom of the great man who said: "A man that hath no virtue in himself ever envieth virtue in others; for men's minds will either feed upon their own good or upon others' evil; and who wanteth the one will prey upon the other; and whoso is out of hope to attain to another's virtue, will seek to come at even hand by depressing another's fortune."

Most respectfully submitted,

R. W. THOMPSON.

P. S. Since the foregoing was written, I have examined the original power of attorney and agreement of February 15, 1851, now on file in the Indian office, and also the copies before the committee, and I find them all to correspond precisely with my copies, the words "*by his son*" being attached to the name of Ah-yah-may-tah and *not* to that of Osh-kosh! And it is so distinct that it is impossible to see how anybody could be mistaken about it!

APPENDIX.

A.

DEPARTMENT OF THE INTERIOR,
Washington, September 7, 1850.

SIR: The petition of the delegation from the Menomonee tribe of Indians, *presented by you at their request*, has been submitted to the President of the United States, to whom it is addressed. His action in the premises, so far as it relates to their application to be permitted to remain temporarily at their present location, has been communicated to this department, as follows:

“After a careful consideration of the application of the Menomonee Indians, to be permitted to remain temporarily upon the lands in Wisconsin, ceded by them to the United States by the treaty bearing date October 18, 1848, I perceive no objection to granting their request for a reasonable time; you will therefore inform them that they will be permitted to remain till the first day of June next, provided they do not interfere with any surveys which may be ordered, and they must not understand this as granting any indulgence beyond that time.”

Very respectfully, your obedient servant,

D. C. GODDARD,
Acting Secretary.

Hon. R. W. THOMPSON, *Present.*

B.

It is agreed between me and certain chiefs, warriors and headmen of the Menomonee nation of Indians, that I shall act as their attorney in the prosecution of a claim against the United States, growing out of the making of the treaty of 1848 with them, and it is expressly understood that if nothing is allowed them under said claim, I am to have no compensation for my services, but that if anything is allowed by a new treaty or otherwise, that, in that event, I and they are to agree *hereafter* of the amount of per centage I am to receive.

Witness my hand the 9th September, 1850, at the city of Washington.

R. W. THOMPSON.

C.

Whereas, the United States, on the 18th day of October, 1848, at Lake Pow-aw-hay-kon-nay, in the State of Wisconsin, by William

Medill, commissioner on the part of the government, concluded a treaty with the chiefs, headmen and warriors of the Menomonee tribe of Indians, whereby, amongst other things, the said tribe agreed to cede and did cede to the United States all their lands in the said State of Wisconsin, wherever situated, and the United States agreed to give and did give to the said Indians for a home, to be held as Indian lands are held, all that country or tract of land ceded to the United States by the Chippewa Indians of the Mississippi and Lake Superior, in the treaty of August 2, 1847, and the Pillager band of Chippewa Indians, in the treaty of August 21, 1847, which may not be assigned to the Winnebago Indians under the treaty with the tribe of October 13, 1846, which tract of country was guaranteed by the said treaty to contain not less than six hundred thousand acres of land; and whereas, the said tribe of Indians have sent a deputation of themselves, by the consent of the government of the United States, and have personally examined, through said delegation, the country so set apart for them by said treaty, and have become satisfied that the same is insufficient to furnish them the necessary means of subsistence, and are consequently anxious to exchange the same with the United States for other lands in the said State of Wisconsin, so that they may permanently reside in said State, cultivate the arts of peace and become citizens thereof, under the protection of its laws; now, therefore, be it known that we the undersigned, the chiefs, headmen, and warriors of the said Menomonee Indians, in common and general council assembled, at the payment ground on Lake Pow-aw-hay-kon-nay, in the county of Winnebago and State of Wisconsin, and at the time of the assembling of our nation to receive their annuity money for the year 1851, and on the 27th day of October, 1851, do make, ordain, constitute and appoint *Richard W. Thompson*, of the State of Indiana, our true, only, and lawful attorney, for and in the name of our nation, and as the attorney of our said nation to make and conclude an agreement with the government of the United States, or to agree upon the preliminaries of a treaty with said government, which we oblige ourselves, on behalf of our said nation, to accept and confirm, whereby he, as our said attorney, shall relinquish all the right, title, and claim of our said nation in and to the said tract so set apart by said treaty for our future home, to the United States, in consideration that the said United States shall set apart and confirm to our said nation the title to a tract of country within the limits of the said State of Wisconsin, for our future and permanent home, and for such other and further consideration as our said attorney shall agree in our names to receive, hereby giving to our said attorney full and ample power and authority to do all things in the premises necessary to perfect and consummate the said exchange, and hereby also ratifying and confirming whatsoever our said attorney shall lawfully do for our said nation in the premises. In testimony whereof we have hereto set our hands, in the council aforesaid, on the day and year aforesaid.

Osh-kosh,	his x mark.
Ah-yah-may-tah,	his x mark.
Ke-shi-nah,	his x mark.
Corron Glande,	his x mark.

La-motte,	his x mark.
Wah-ke-cheon,	his x mark.
Sho-noh-nay-new,	his x mark.
Che-quo-tum,	his x mark.
Shaw-wah-nay-pay-nais-say,	his x mark.
Tay-ko,	his x mark.
Way-tans-say,	his x mark.
Wish-kay-non,	his x mark.
Ah-pay-nay-say,	his x mark.
Osh-kay-nay-niew,	his x mark.
Ah-ko-nay-may,	his x mark.
Thah-pway-tuck,	his x mark.
Ah-ke-nay-pay-nay,	his x mark.
Ko-main-ke-me-non-shay,	his x mark.
Ah-kah-mote,	his x mark.
Shaw-wan-nah,	his x mark.
Nah-pah-wain-shun,	his x mark.
Pay-yah-way-shay,	his x mark.
Ain-she-kah-bo-may,	his x mark.
Wah-pe-nah-nosh,	his x mark.

All of which doings were made in the presence of—

F. J. BONDUEL,
Superintendent and Pastor M. School.

JOS. B. COLLINS,
Lieut. Fourth Infantry.

HENRY C. HODGES,
Lieut. Fourth Infantry, U. S. A.

JOHN G. KITTSOON.

CHARLES A. GRIGNON,

JOHN B. JACOBS.

GEORGE COWN.

TALBOT PRICKETT.

EDWARD OUTHERWITE.

WILLIAM POWELL,
United States Interpreter.

D.

Memoranda of a council held at Lake Powawhaykonnay, on the 28th day of October, 1851, in the presence of George W. Lawe, United States Indian sub-agent, and William Powell, United States interpreter.

In presence of the agent, interpreter, and chiefs assembled, *Osh-kosh*, the principal chief, is asked whether he did or did not sign a certain letter of attorney and agreement to Colonel Thompson, dated February 15, 1851, within referred to.*

* The reference here is to a memorandum on another page of the paper, which describes the two papers more minutely.

Whereupon, in our presence, "*Osh-kosh*" acknowledged to have signed said instruments, and with a full knowledge of their contents.

John B. Jacobs, George Cown, Talbot Pricket, and George F. Wright, being now present before the agent aforesaid, acknowledged to have been present at the signatures to the aforesaid instruments, J. B. Jacobs and Talbot Pricket acting as interpreters. George F. Wright also acknowledged to have taken the acknowledgment of said instruments.

Osh-kosh, the principal chief of the Menomonee nation, now here present, reaffirms his former act and deed as expressed in said instruments.

GEORGE W. LAWE,
Sub Indian Agent.
WILLIAM POWELL,
United States Interpreter.

Attest:

EDWARD OUTHWAITE,
Secretary of Payment.

E.

STATE OF WISCONSIN, }
Winnebago county. } ss.

The undersigned, John B. Jacobs and George F. Wright, being duly sworn, say, that they were both present at the meeting of the council of the Menomonee Indians, on the 15th February, 1851, when a power of attorney was executed by them empowering Richard W. Thompson, of Indiana, to attend to certain business for them growing out of their treaty of 1848 with the United States, and also an agreement with said Thompson to pay him thirty-three and one third per cent., or one third part of whatsoever sum should be allowed them by the United States; that *Osh-kosh*, the head chief of said nation, was present and signed both of said papers freely and voluntarily, together with the other chiefs whose names are attached thereto.

And the said Jacobs says that he understands the Menomonee language perfectly, and is often called on to act as interpreter, and that he did interpret said papers truly to said *Osh-kosh* and the other chiefs, and that they all fully understood the contents thereof.

And the said Wright says that he was and is an acting notary public; that the said papers were fully explained to said *Osh-kosh* and the other chiefs in his presence, and that they all freely acknowledged the same, as is set forth in his official certificate attached to them.

And the said Jacobs and Wright both state that they were present at a council of all the chiefs of the said nation, at the payment ground on Lake Pow-a-hay-gon-nay, on the 27th October, 1851, when all the said chiefs spoke of what they had agreed to give said Thompson in the aforesaid agreement, as thirty-three and one-third per cent., the said *Osh-kosh* being present and assenting thereto.

And they both also state that they were also present at a council held before the sub-agent, George W. Lawe, esq., on the 28th October, 1851, at the said payment ground, when the said Osh-kosh was present, and they heard him acknowledge to said agent that he had signed both of said papers, on the 15th February, 1851, of his own free will; that he perfectly understood all about their contents, and that he still approved thereof and again ratified the same.

And the said Jacobs says that he was present at a private council of all the chiefs of said nation, held amongst themselves and their friends whom *they desired to be present*, and when none others were present, and that he heard all of said chiefs (the said Osh-kosh being present as the head chief) speak of what *they had agreed to give said Thompson* as thirty-three and one-third per cent., and that the *whole of said chiefs were satisfied therewith and perfectly understood it*. And he also states that he has *often heard said chiefs speak of said agreement with the said Thompson, and never heard of any objection thereto*; and that he knows that the whole of them, including Osh-kosh, understand the same fully, and have always understood it since it was made.

JOHN B. JACOBS,
GEO. F. WRIGHT.

Subscribed and sworn to before me, the undersigned, a justice of the peace in and for said county, the 29th day of October, 1851.

S. H. SMALLEY,
Justice of the Peace.

STATE OF WISCONSIN, }
Winnebago county. } ss.

I, E. R. Baldwin, clerk of the circuit court of the aforesaid county of Winnebago, certify that the aforesaid S. H. Smalley, who has signed the above affidavit, is, and was at the signing thereof, an acting justice of the peace in and for said county, and that all his official acts are entitled to full faith and credit.

In testimony whereof I hereto attach the seal of said court, at [L. S.] Osh-kosh, in said county, this 29th day of October, 1851.

E. R. BALDWIN, *Clerk.*

F.

STATE OF WISCONSIN, }
Shawano county. } ss.

This affiant being sworn, says that some time during the past summer, he thinks in June last, he had a conversation with Dr. F. Huebschmann, superintendent of Indian affairs at Milwaukee, in relation to the claim of R. W. Thompson against the Menomonee Indians, which conversation was introduced by himself; that in that conversa-

tion the said Huebschmann stated that the said claim *never should or never would be paid so long as he was superintendent*. In the conversation he expressed himself *strongly and undisguisedly opposed to it*.

GEORGE F. WRIGHT.

Subscribed and sworn to before me, witness my hand and seal, this
[L. s.] 11th day September, 1855.

WILLIAM POWELL,
Notary Public.

G.

In the fall of 1854 I accompanied R. W. Thompson, esq., from Terre Haute, Indiana, to the Falls of Wolfe river, Wisconsin, where he went to attend to some business between him and the Menomonee Indians. I understood from him that his object in going at the time he did was to reach there at the time of the annuity payment to the Indians, which he had been informed would take place about the 1st of October. We travelled as fast as possible, as he informed me that he desired to have all his business with the Indians done in the presence of the government officers, and reached there about the 1st October. We found that none of the officers had arrived, but the Indians were assembled at their village on Wolfe river, just below the falls. He expressed his disappointment at this, as both he and I had promised before we left home to get back by a certain time, which it would have been impossible to accomplish if we had been detained there more than three or four days. He, however, determined to wait as long as possible, so that they might arrive before he transacted any business. We found that it would be necessary for us to leave there on the morning of the 5th of October, in order to reach home at the time we had appointed, and therefore, as the officers did not arrive, he called a council of the chiefs, to meet at 2 o'clock on the 4th at the village. When the time for the meeting of the council arrived, a large number, I think nearly all the chiefs were present at the village, but Mr. Thompson was unwilling that the council should be held unless all the chiefs were present. The result was that the Indians, as I understood, postponed the meeting until a later period in the afternoon, and appointed the house of Lamotte, one of the chiefs, who lived about two miles from the village, as the place of meeting, as they said the absent chiefs could reach there more readily than at the village, as one of them was somewhat unwell and near there. They then sent persons to notify them of the fact and to request their attendance. A number of the chiefs met at Lamotte's house before night, but the council was not opened until all of them arrived, which was by a little while after dark. There were a number of other Indians present and ten or twelve whites. Everybody was there who desired to be, as I understood. Mr. Thompson explained to them the object of his visit, *and left it to the Indians to decide whether they wished him paid or not*. They admitted *unanimously* that they had agreed to give him *one third*

of what the government allowed them, and expressed themselves *anxious that he should have one third of what was provided for them in their last treaty*. I drew up the memorial to the President and Congress, dated October 4, 1854, to that effect, and [it] was signed by all the chiefs, *without the slightest hesitation*, after being fully interpreted to them by Messrs. Johnston and Powell. So far as it was possible for me to know, they appeared fully to understand it, and to be *anxious to have Mr. Thompson paid according to its terms*. The whole transaction was as fairly done as any I ever saw, and so perfectly harmonious were the Indians, that it never occurred once to me that anybody could object to what was done. At Mr. Thompson's request I wrote a *duplicate* of the memorial, which was also signed by the same chiefs. *Both the original and duplicate were witnessed by several whites present besides the interpreters*, who understood and spoke the Indian language, and by several other whites besides myself, who did not. They were intended to be and I think were *precise duplicates of each other*. Mr. Thompson retained one of these papers, and handed the other to the head chief, and requested him and the other chiefs that, as he was compelled to go home, they would hand it to the superintendent or agent when they came, as the act of the nation, that he might send it to the President, which they promised to do. The council then adjourned and the next morning Mr. Thompson and myself started home, and were compelled to make extraordinary exertions to reach there in the afternoon of the day we had promised to return.

I do not think it possible that Mr. Thompson could have had any other business there. I heard nothing of any other from him or anybody else, which I should probably have done, from my intimacy with him, if he had had any other. Colonel G. W. Ewing arrived there on the 4th, and we left him there. I heard something of his being concerned with some claims against the Indians, but not a word that Mr. Thompson had anything to do with them. I heard Mr. Thompson say several times that there were some *old claims* against the Indians that he had, as their attorney, *always opposed, and should continue to do so, as he thought they ought not to be allowed, and that some of the claimants were mad with him about it*.

W. R. McKEEN.

TERRE HAUTE, April 9, 1856.

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

This day personally appeared before me, the undersigned, a notary public in and for said county, the aforesaid W. R. McKeen, who, being sworn, says that the foregoing statement is true, so far as facts are stated as of his own knowledge, and so far as they are stated to be upon information he believes them to be true.

Witness my hand and notarial seal, at Terre Haute, this 11th day
[L. s.] of April, 1856.

ALEXANDER B. CRANE,
Notary Public.

H.

My letter of March 21, 1854, to the Attorney General, which is amongst the papers reported to the Senate.

I.

My letter of May 12, 1854, to the Attorney General, also amongst the papers.

J.

My letter of May 18, 1854, to the Attorney General, also amongst the papers.

K.

My letter to Hon. S. Clark, dated Falls of Wolfe river, September 8, 1854, also amongst the papers.

L.

C. A. Grignon's letter resigning his office as interpreter, addressed to Commissioner of Indian Affairs, dated September 27, 1855, also amongst the papers. A printed copy is published with the annual report of the Commissioner for 1855, page 222.

M.

WASHINGTON, *November 5, 1855.*

I accept, with a just appreciation of your kindness, the proposition that my case shall remain as it is, to be reported to Congress, with an expression of opinion by you, that the late paper executed by the Indians should not conclude my rights; and that, in your opinion, I should be paid. I beg to assure you that the magnanimity which has prompted your consent to this arrangement, has made a strong impression of personal gratitude upon my mind.

Permit me, however, to request that you address a letter, at your earliest convenience, to Mr. Clark, stating to him your present action and views of the case, and ask of him a fuller report of the facts; and that you send him a copy of my last letter to the Secretary of the Treasury; also, asking his opinion as to the correctness of such facts stated in it as came under his observation.

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

R. W. THOMPSON.

To the PRESIDENT.

N.

WASHINGTON, *March 5, 1856.*

SIR: I have not yet been able to find the report of the Commissioner of Indian Affairs upon my case, about which I spoke to you the other

day. And as I am compelled to go home, I respectfully request that you cause me to be furnished with a copy of it, as also a copy of the last report of the superintendent; to both of which I think you will readily concede I am entitled. My desire is to reply to them, which, if I have learned their contents correctly, I shall have no trouble in so doing as to defend myself successfully against any imputations and calumnies they contain.

I have the honor to be your obedient servant,

R. W. THOMPSON.

Hon. R. McCLELLAND,
Secretary of the Interior.

O.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, March 22, 1856.

SIR: I herewith transmit (in conformity with a promise contained in a letter from this office to you of the 15th instant) a copy of the report of the Commissioner of Indian Affairs of December 22, 1855, in relation to your claim against the Menomonees, with the annexed papers, including the report of superintendent Huebschmann, to which you refer.

Very respectfully, your obedient servant,

CHARLES E. MIX.

Acting Commissioner.

R. W. THOMPSON, Esq.,
Terre Haute, Indiana.

P.

WASHINGTON, *March 5, 1856.*

The fact that the superintendent had made an additional report in reference to my business with the Menomonees, I learned, as I think I said to you, from the Commissioner of Indian Affairs, as I also learned from him, at the same time, that he had himself prepared a document reviewing the whole matter, even going so far back, behind the law of last winter and the late treaty with the Indians, as to show that they were, in his opinion, not entitled to anything.

I have not been able to see either of these papers. Having learned that they were not before you, I called at the Treasury and the Interior Departments and failed to find them at either. I suppose they are still in the possession of the Commissioner, at whose office, for obvious reasons, notwithstanding the late personal interview between us, I am unwilling to call. I have therefore made the request of the Secretary of the Interior that he cause me to be furnished with a copy of them,

that I may defend myself against the accusations they contain. I do not know what those accusations are, but have no fears about my ability to satisfy all unprejudiced minds that any reflections upon my integrity of conduct or motives are utterly without foundation. But as it is absolutely necessary that I shall return home immediately, I cannot prepare this reply until I am furnished with the copy. I therefore most respectfully request that the matter may remain in its present condition until I can return here. I think you will not hesitate to concede this to me, under the new aspect of the case, as a matter of justice.

When I left here last fall I was under the impression that a copy of my letter of October 19, 1855, to the Secretary of the Treasury, would be sent to Mr. Clark, that he might state whether what I there state was or was not true. As he was the special agent of the Treasury Department, and therefore disinterested, I considered this due to me. But instead of this, the *Commissioner* has sent it only to the superintendent, of whose conduct I complained, and now, as I understand it, seeks to conclude me by *his* statements in reply, without any steps being taken to ascertain what Mr. Clark will say upon the subject. I have therefore requested the Secretary of the Treasury to send a copy of my letter to Mr. Clark, with the request that he state whether or not it states truly what occurred. I hope this course will be approved by you.

All that I desire is that the *truth* may be arrived at; and I know you will agree with me that justice requires that all necessary and proper steps should be taken to reach that object.

I have the honor to be, very respectfully, your obedient servant,
R. W. THOMPSON.

To the PRESIDENT.

Q.

WASHINGTON, *March* 5, 1856.

SIR: The present condition of my business, arising out of the law of the last session of Congress for my relief, is such that I think it due to me that the opinion of Mr. Clark as to the correctness of my letter of October 19, 1855, to you, should be obtained, in order that you may be satisfied that the truth has been arrived at. I therefore, most respectfully, request that you cause a copy of it to be sent to Mr. Clark, with a request from you that he inform you whether or no it is a true statement of facts. I think you will not hesitate to concede this to me as a matter of justice and right.

I have the honor to be, most respectfully, your obedient servant,
R. W. THOMPSON.

Hon. J. GUTHRIE, *Secretary of the Treasury.*

R.

TREASURY DEPARTMENT, *March 10, 1856.*

SIR: Your request of the 5th instant, that a copy of your letter of the 19th October last may be sent to Mr. Clark, for his opinion upon its statements, is received.

I must decline acceding to this request, for the reason that the case is no longer before this department—nor, indeed, since the adoption of the late resolution of the Senate, before any of the executive departments.

Very respectfully, your obedient servant,

JAMES GUTHRIE,
Secretary of the Treasury.

R. W. THOMPSON, Esq.,
Washington, D. C.

S.

TERRE HAUTE, *March 27, 1856.*

DEAR SIR: After the Secretary of the Treasury had received your report of the result of the Menomonee councils held at the Falls of Wolf river, in September last, I addressed to him a letter, dated October 19, wherein I stated, somewhat in detail, circumstances not named by you. As I had hoped and confidently expected that your report would contain a full statement of what occurred, and had not anticipated the necessity of this, I could not but regret that the duty of doing it was devolved upon me. Independently, however, of what was stated by me, there was enough in the admissions of the superintendent to justify the President in determining to disregard the paper repudiating the payment to me, though he did not feel himself authorized, under all the circumstances, to direct the payment of the money.

I was anxious to have my letter submitted to you, that if it contained any erroneous statements or conclusions, you might suggest them, so that they could be corrected; and I requested that a copy of it should be sent you for that purpose. I left Washington in November, with the understanding that it would be so sent, but upon my return there again, last month, found that it had not been done, an omission for which I can readily find apology myself, in the laborious performance of other and higher duties which were about that time accumulating upon the executive department. My last visit was a short one, but before I left I renewed the request, by letter, to the Secretary of the Treasury, but have not yet been informed that he has ever received the letter. However this may be, and in view of the possibility that the letter has not yet been sent you, I hope you will pardon me for calling your attention, in this form, to the few points,

and asking whether or no your recollection of the facts will enable you to corroborate my statement.

1. I stated that I wrote down, at the time they were delivered, the remarks of the superintendent to the Indians, and afterwards, in your presence, submitted a copy of them to him, with the request that he would correct whatever of error it contained; that he took the paper, read it over carefully, made several verbal alterations in pencil and handed it back to me, as a correct report.

2. I stated, also, that I took down, at the same time, what was said by you and all the Indians in council, and, at your request, handed you a copy of my report. Do you know whether the superintendent or any other person reported what was said as fully as I did? Did you not then, and do you not yet, consider my report correct?

3. I stated also, that you told the Indians before they came to any decision, that although you could not advise them, as you did not consider it a part of your duty, yet, if they had any request to make of their great father, in reference to the claim, you would make it for them.

4. I stated also that, at the council on Monday the 10th, Osh-kosh, the head chief, and five other principal chiefs, stated to you that they had "concluded to leave it to the President to decide whatever he thinks is right," and would refer it to him; and that I expressed to you my willingness to have a paper drawn up to this effect; that the superintendent was not willing to it, and that you only declined it upon the ground that you did not consider it a compliance with your duty under your instructions, which required an express assent or dissent.

5. I stated also that after these last named speeches were made, announcing the conclusion of the Indians, you addressed them as follows: "I understand that you have *come to this conclusion*, that you cannot or will not decide this question, but *that you wish to refer it to the President*, your great father," and that to this *the whole tribe assented*; that, thereupon, you immediately presented them with two papers, which you had previously shown me—one *for* and the other *against* the payment; and asked them whether they were willing to sign either; and that when these papers were explained to them, you also told them that after they had signed either of them, as they pleased, they could then sign another paper referring it to the President, if they wished.

6. I stated, also, that after this explanation Osh-kosh, the head chief, advanced, and indicated a purpose to sign the paper *for* the payment of the claim; but that, at that moment, some unauthorized person spoke to the Indians, in their language, and he hesitated; that the superintendent then interfered, claiming that the matter was not understood; whereupon you caused it to be explained again, after which the paper *against* the payment was signed.

7. And I stated, also, that immediately after this paper was signed, and in order to carry out your suggestions to the Indians, I drew up a paper in these words: "We agree that our great father, the President, shall pay Mr. Thompson what he thinks his services are worth; and ask him to decide for us;" and that you, fairly and consistently with

your promise, caused the paper to be interpreted to the Indians; that, just at this point, the superintendent asked to see the paper, and it was handed to him; that, upon reading it, he remarked, under excitement: "Mr. Clark's mission here is at an end. He has got the answer of the Indians, and I am now *captain* here, and no other proceedings must be conducted here without my consent. I object to having any such paper signed, as the instructions of the Secretary have been complied with." That you promptly rebuked him by saying that you should conduct the council in your own way, as you had called it, and again had the paper read to the Indians; but that they had become confused, and hesitated, whereupon, your patience being worn out by the delay, the council was broken up and the Indians dispersed.

Are these several statements correct or not?

I need not say that these matters are important; your own knowledge of the transaction will enable you to know that they are so; therefore you will pardon me for calling your attention to them, and for requesting, at your earliest convenience, an answer to the foregoing interrogatory.

Please direct your reply to me, at "Brown's hotel," Washington.

Very respectfully, your obedient servant,

R. W. THOMPSON.

HON. SAMUEL CLARK,
Kalamazoo, Michigan.

T.

KALAMAZOO, *April 12, 1856.*

MY DEAR SIR: I have received your letter of March 27, in reference to your claim against the Menomonee Indians, in which you ask me to reply by letter to certain questions. *My recollection of what took place at the council in many respects corresponds with your own.*

Considering my position in the matter, I prefer to wait for the communication from the Secretary of the Treasury before answering said questions. This course I think will be most proper for me to take.

Very truly, yours,

SAMUEL CLARK.

HON. R. W. THOMPSON.

U.

WASHINGTON, *April 18, 1856.*

DEAR SIR: I have just received your letter of the 12th instant, for which I thank you.

Since my arrival here, last night, I have received a letter from the Secretary of the Treasury, informing me that as all the papers in my

case have been laid before the Senate, in answer to a call of that body, he does not consider it as now before either of the executive departments, and, therefore, does not feel himself at liberty to act any further in the matter at present. For that reason he declines to address to you the communication desired by me, and to which I referred in my letter of the 27th ultimo.

This imposes upon me the necessity of requesting a somewhat more definite answer to the inquiries contained in that letter, as there is no other mode left me of procuring your statement, the importance of which, to a just and full understanding of the whole matter, you cannot fail to see. If I could perceive anything in your position that would render it at all delicate for you to do so, I assure you I would not ask it. But as your official relation to the business has terminated, and the inquiries I have made are collateral to the main object of your appointment, it occurs to me to be manifestly proper that I should have your opinion of the correctness of the statement I have made.

In making that statement, I have been doubtless influenced more or less by the personal interest I have involved, which it is almost impossible for any man to avoid. But as I am conscious of having designed to state the facts just as they occurred, I am the more anxious to have your understanding of them, that, if erroneous, my statement may be corrected, and if I have done unintentional injustice to any of the parties concerned, the wrong may be repaired before the matter is finally disposed of; for I would prefer to lose the whole of my money rather than do an unmerited wrong to any man, or to hesitate about repairing it when convinced that I had undesignedly done so.

I hope then, my dear sir, that you will properly appreciate my motives in this renewal of my request, and that you will not longer hesitate to comply with it under the peculiar circumstances. And if you shall conclude to do so, you will please pardon me for asking an *immediate reply*, as the case is now in such a condition that much longer delay is impracticable, if indeed, I shall even succeed in getting it delayed long enough to hear from you.

Most respectfully, and truly, your obedient servant,

R. W. THOMPSON.

Hon. S. CLARK,
Kalamazoo, Michigan.

V.

This is amongst the papers; one of the exhibits accompanying the letter of the Commissioner, of date December 22, 1855.

W.

This is also amongst the papers; accompanying my letter to Secretary of Treasury of October 19, 1855.

X.

WASHINGTON, *February 17, 1855.*

SIR: In answer to yours of this date, I have to state that I was present on the 20th and 21st July, 1853, at the payment made to the Shawnee Indians by agent Robinson. I was there at the request of the agent to assist in making the payment.

In answer to your inquiry whether you made a speech to the Indians on either of those days or not, I have to state that *you did not*. I understood that you made a speech to the Shawnees some ten days previous to that time.

Yours, respectfully,

J. W. WHITFIELD.

R. W. THOMPSON, Esq.

Y.

WASHINGTON CITY, *February 17, 1855.*

DEAR SIR: Your favour of this date is just received, and, as requested, I return an immediate reply to the interrogatories therein proposed.

I was present during the first day of the payment to the Shawnees in 1853, commencing on the 20th July, and attended the public council of said Indians, held on the ground, just before the commencement of said payment.

You made no speech or any remarks whatever to, or in the hearing of, said council, during the time I was present, nor did I hear of your having made any such speech or remarks. And I have no hesitation in stating the belief that you could not have done so without my having known or heard of it. I heard of no other speech being made to said Indians on that day but that delivered by their agent, Major Robinson, and a few remarks made by superintendent Cumming.

Very truly, your obedient servant,

S. H. WOODSON.

Col. R. W. THOMPSON.