Memorial of members of Black Bob's band of Shawnee Indians, against any attempt to force their people to break up their tribal organization, and against a division of their lands.

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MEMORIAL
OF MEMBERS OF
BLACK BOB’S BAND OF SHAWNEE INDIANS,
AGAINST
Any attempt to force their people to break up their tribal organization, and against a division of their lands.

FEBRUARY 11, 1870.—Referred to the Committee on Indian Affairs and ordered to be printed.

Petition of citizens of Johnson County, Kansas.
To the honorable the Congress of the United States:
We, the county officials of Johnson County, Kansas, beg leave to represent to your honorable body, that the lands known as the Black Bob Reserve, in this county, are very unequal in quality and value, so much so as to preclude the possibility of an equitable division in severalty; and further, that the Indians are deriving no benefit from the sale of their lands, but squander the money they receive in drunken frolics, and are led to commit murder and other heinous crimes, and reduce themselves to vagabondage and ruin.

B. P. NOTEMAN,
Probate Judge.

T. J. HADLEY,
Clerk of District Court.

A. J. CLEMMENS,
Sheriff.

I. S. FARRIS,
Register of Deeds.

J. L. WIRES,
County Attorney.

J. M. HADLEY,
Late Sheriff.

JOHN BRADY,
W. H. BRADY,
H. W. McCLINTOCK,
County Commissioners.

J. C. STREET,
County Surveyor.

Petition from Black Bob Indians.
To the Congress of the United States:
We, the undersigned petitioners, members of Black Bob's band of Shawnee Indians, beg to say to your honorable body, that an attempt
has been made to force our people to break up their tribal organization by persuading a portion of our people to take patents and divide the lands in severality; and we would further represent to you that we are totally and entirely opposed to this scheme, for the following reasons: 

First. The land is so unequal in quality and value, as to render a just and equitable division in severality impossible. Second. That the band is (since the war) largely composed of women and children, who are incompetent to manage their own affairs, and therefore can derive no benefit from the sale of their lands. Thirdly. It is not of our own choice to divide our lands, but is an alternative urged on them by speculators, who care nothing for our people, only so far as they can use them for selfish purposes. Fourthly. That when the Indian gets money, he spends it for whisky, squanders his means, and brings ruin on himself and family.

In view of these facts, we ask your honorable body to make suitable arrangements as shall give us a new home, and a sale of our lands in common, and an equitable distribution of the proceeds thereof to our benefit, and thus preserve us from distress and ruin.

And your petitioners will ever pray, &c., &c.

JAMES + JACOBS.
JAMES + BOB.
BILL + BOB.
HENRY + DOROBY.
THOMAS + JOHNSON.
EL-E-MOS + KO-JAW.
ISAAC + BOB.
JAMES + BOONE.
SALOL + BLANCHARD.
SALLY + JOHNSON.
THOMAS + BOONE.
MARY + BOONE.
SARAH + BOONE.
LOUISA + BOONE.
CHARLEY + BOONE.
HENRY + BOONE.
JAMES + DIXON.
JOHN + BLACKHOOF.
JOSEPH + CHARLEY.
JOHN + BOBB.
ISAAC + DOUGHERTY.
CHE-TUM + MAR-GE-SHE.
QUA-WHE + TAH.
MARY ANNE + SCARRETT.
ANNE + SCARRETT.
FRANCES + SCARRETT.
PELE-LA + QUA.
LUCY + SCARRETT.
JOHN + BERRY.

Sworn to and subscribed before me, this 1st day of February, A.D. 1870.

SHERMAN KELLOG.
Justice of the Peace.

STATE OF KANSAS, Johnson County, ss:

I, John T. Taylor, clerk of said county and State, do hereby certify that Sherman Kellogg, before whom the instrument was acknowledged,
was, at the time of taking said acknowledgment, and is now; an acting justice of the peace, duly elected and qualified, in and for said county and State; and that due faith and credit should be given to his acts as such justice of the peace, and that his signature to the within certificate is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of said county, this 2d day of February, A. D. 1870.

J. T. TAYLOR, Clerk.

DEPARTMENT OF INTERIOR,
OFFICE INDIAN AFFAIRS,
Washington, D. C., January 20, 1866.

SIR: In relation to the petition of settlers upon the absentee Shawnee lands accompanying a letter from William H. Nichols, left by you at this office on the 19th instant, you are informed that a similar petition has been received at this office, and that the petitioner, by letter of this date, have been informed that by a treaty recently negotiated with Black Bob's band of the Shawnee tribe, what is deemed a just provision has been made for the protection of their rights, upon payment of a fair price for the lands occupied by them respectively; and that a similar provision will be made in negotiations which may hereafter be made with the remaining portion of the tribe.

Very respectfully, your obedient servant,

Hon. SIDNEY CLARK,

D. W. COOLEY, Commissioner.

SHAWNEE INDIAN AGENCY,
9th month, 7th, 1869.

TO THE SETTLEMENT ON THE BLACK BOB LANDS:

FELLOW-CITIZENS: I hereby inform you that in view of the uncertain course to be pursued hereafter by the Department of Indian Affairs, in the disposition of the lands known as Black Bob lands, I propose to withhold any further selling of said lands until further advised thereto by the department, and in that case will use my endeavors to first notify the settlers of the opportunity of purchase.

Respectfully, yours,

REUBEN L. ROBERTS,

United States Indian Agent.

OLATHE, KANSAS,
12th month, 14th, 1869.

FRIEND JUSTICE: The Indians owning the Black Bob lands who have made selections, claim the privilege of disposing of their lands and seem determined to go ahead with the sales, at all events, in order to remove to their new homes. We have held back as long as it seems proper to do so, and as it seems the design of the government to have
them remove as early as may be, we think it would be advisable for
who design to secure their homes on that land, to attend to it promp-
as we cannot prevent their selling when they have a fair price offered.

Very respectfully,

REUBEN L. ROBERTS,
United States Indian Agent

On the Black Bob Reservation.

Depositions.

THE STATE OF KANSAS, Johnson County, ss:

Samuel Dickey, of lawful age, being by me duly sworn, deposes and
says: That he is at this time a resident of Olathe, Johnson County
Kansas; that in October, A. D. 1868, this affiant went to De Soto
Johnson County, Kansas, where the Shawnee Indian agency was, and
called on H. L. Taylor, then Indian agent of the Shawnees; I asked
him if there was any chance for me to purchase the land or claim on
the Black Bob reservation, on which I was then living, as one of the settlers;
said Agent Taylor told me that he, by an order of the department, was
not permitted to make purchases, but that all that he could do was to
see that the Indian received the proper consideration for his land, and
certify the deed to Washington City; but that he would refer me to Mr.
James B. Abbot, and what he, Abbot, said or done, he, Taylor, would
approve. I then went into consultation with the said Abbot, for
the purpose of purchasing the said claim aforesaid and employed him
as my agent to purchase said land (100 acres) from the Indian, and
deposited money with him, at the rate of six dollars per acre, for that
purpose.

Afterward I learned that Agent Taylor had received an order from
the Indian Department, at Washington City, recalling all the patents
which had been issued for the Black Bob lands in this county, and
asked him if the report was true. His reply was that an order had been
received from the Commissioner of Indian Affairs not to deliver the
patents out of the agent's office to the Indians, until an investigation
could be made by the Indian department, and that the investigation
had been made, with a favorable report, and he, Abbot, remarked that
such investigations was a "humbug" and availed nothing, and involved
the government in cost without any beneficial result. I then stated to
Mr. Abbot that I had heard that some of the patents were not
so that those that had not been delivered until after the order had been
received to return them to the department were invalid, on that account
that the power that could issue them could recall them while in the
hands of the agent; his reply was, that the government had no
means of ascertaining whether they still remained in the hands of the agent,
Taylor, or whether the said patents had been delivered to the Indians,
and that he would like to see the government prove whether the patents
were still in the hands of Agent Taylor, or whether they had been deliv-
ered to the Indians, as formerly directed by the department.

In the latter part of November, 1868, Mr. Abbot went from
Washington City, and before going turned my business over
McBride, and stated to me that he (McBride) would attend to
whatever he done would be the same as if he (Abbot) had done it.
this McBride brought a deed from De Soto for me, said deed calling for forty acres of land, and left it at the recorder's office in Olathe, Johnson County, Kansas. When I called at the recorder's office I found the deed there, and upon examination I found that the deed did not contain the land I designed to buy. I then took the deed from the recorder's office, and went to McBride with it. He told me that he could make the mistake all right, and when I disputed the legality of such an act, he told me to do as I pleased, but that he could make it all right, and took me up stairs at his house in Olathe, and then went to work, and perfected the mistakes by erasing some words and descriptions in the deed, and changed to other descriptions; and, when he had completed the deed, charged me not to say anything about it; that the papers were all right.  

SAMUEL DICKEY.

Subscribed in my presence and sworn to before me this 20th day January, A. D. 1870.

In witness whereof I have hereunto set my hand and seal the day and date above written.

FRANK R. OGG,
Notary Public.

STATE OF KANSAS, County of Johnson, ss:

Thomas E. Milhoun, being duly sworn, maketh oath and saith that I did purchase one hundred acres of land of an Indian by the name of George Williams, on or about the 1st of August, 1869; said Williams accompanied said Milhoun to the office of the Indian agent at Shawneetown on or about the 10th of August of said year; said Milhoun examined the sale record kept by the agent, and found that said land sold by said Williams to said Milhoun was marked "sold" on said sale record. Upon said Milhoun making further inquiries, he found a deed in the hands of Harry McBride, which deed was made in favor of Harry McBride's brother-in-law; said Williams stated that he had never sold said land to any other person than Milhoun; and, upon said Milhoun seeing said brother-in-law to said McBride, said brother-in-law of McBride's stated that he had never purchased said land of said Williams; and, after Milhoun using forcible arguments with said McBride, said McBride tore up and destroyed said deed to his brother-in-law, in the presence of said Milhoun.

THOS. E. MILHOUN.

THE STATE OF KANSAS, Johnson County, ss:

Personally appeared before me, a notary public in and for Johnson County, Kansas, Thomas E. Milhoun, and made oath that the matters and things set forth above his signature are true, as he verily believes. Witness my hand and notarial seal this 20th January, 1870.

[SEAL.]

FRANK R. OGG,
Notary Public.

STATE OF KANSAS, County of Johnson:

Samuel Dickey, being first duly sworn, on oath says: I am a settler on what is known as the Black Bob Indian lands. About the month of August last I accompanied T. S. Slaughter to Shawneetown, to see and have an interview with Reuben L. Roberts, United States Indian agent, located at said Shawneetown.
We had an interview with said Roberts, in which he said that he fully understood that the tract of land known as "Black Bob" was in an unsettled condition; and, in pursuance of instructions received from his (Roberts's) superiors in office, he should do nothing further in the matter, not approve any sales of said land until the difficulties concerning the same had been fully settled at headquarters at Washington and he was advised of the same.

Affiant further states that, notwithstanding the statements and promises of said Roberts, he has, since making the same, approved the sales of hundreds of acres of said "Black Bob" lands, with a full knowledge that said difficulties still exist unsettled.

Affiant states that about the 20th December, 1869, said agent, L. Roberts, together with one H. McBride, a clerk in Roberts's office, promised this affiant that a certain tract of land, occupied by this affiant as a settler therein, should not be sold within three weeks from the time of making said promise; but, notwithstanding said promises made to affiant as above alleged, said agent, within five days after so promising affiant, sold, or at least approved the sale of, said tract of land, without giving this affiant any notice of the same whatever. Said land had never been patented, but was sold under what is known as the selections.

I further state, that I have frequently been in the said agent's (L. Roberts's) office, and, judging from what I have seen in said office, the business thereof seems to be conducted and controlled almost exclusively by Harry McBride and Major Abbot, and said Agent Roberts seems to be a mere tool in the hands of said McBride and Abbot.

On or about the 20th December, 1869, said Roberts told me that the selections on the west side of the Black Bob lands had all been sold to a man, I think, by the name of Clark, who lives in Leavenworth, Kansas, and that said land was sold at an average of about two dollars per acre.

Affiant further states, that about October, 1868, Major J. B. Abbot told affiant that he, said Abbot, made all the "selections" of land for the Black Bob Indians.

SAMUEL DICKEY.

STATE OF KANSAS, County of Johnson, ss:

Be it remembered that, on this 13th day of January, 1870, before me, the undersigned, a notary public within and for said county and State, came Samuel Dickey, who is personally known to me to be the identical person whose name is affixed to the foregoing affidavit, and made oath that the matters and things therein set forth are true, to the best of his knowledge and belief.

In witness whereof, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

[SEAL.]

M. V. B. PARKER,
Notary Public.

STATE OF KANSAS, Johnson County, ss:

Charles Bluejacket, of lawful age, being dully sworn, deposes and saith: That he is a Shawnee Indian, and a member of the Shawnee Indian tribe of Kansas, and that he is at this time United States interpreter for the said Shawnee Indians. In August, A.D. 1869, I and Agent Roberts (agent for the said Shawnees) visited the Black Bob Indians on their reservation in Johnson County, Kansas. On our return from said reservation we met several of the settlers of the Black Bob lands, and Agent Roberts told them (settlers) that he wanted them to give him all
names, and the numbers of the land that they resided on, and that he (Agent Roberts) would see that they got their lands, and that it didn’t fall into the hands of speculators; and the said Bluejacket further saith, that a short time after his and Agent Roberts’s visit to the Black Bob reservation in August, A. D. 1869, that they again visited said Black Bob reservation, and attended a meeting of the Black Bob Indians, in council; and the said Indians then and there stated to Agent Roberts, through me as interpreter, that they did not want to take their lands in severalty.

James B. Abbot told the settlers to get ready to buy their lands, and to bring along enough money to pay for their lands at the rate of six or eight dollars per acre; and when the settlers came prepared to buy their lands, as directed by Mr. Abbot, Harry McBride, the agent’s clerk or deputy, refused to allow the settler and Indian to come together and make their own contracts, but represented to the Indian that there would be trouble about his land, and a lawsuit would be the result, and that he had better take two or three dollars per acre for his land; and after he had thus deceived the Indian, wanted to force the settler to pay him, McBride, six or eight dollars per acre for the same land, thus pocketing the difference; and the said Bluejacket says that the sales of the Black Bob lands were made without his knowledge or consent; and refused to allow me to interpret for the Indians, but the said McBride employed an interpreter to interpret for them; and the said McBride, Abbott, and Indian interpreter were locked up together and refused to admit me. I never refused to interpret for the said Indians, but was always ready to if they had notified me, which they did not. Further this deponent saith not.

CHARLES BLUEJACKET.

THE STATE OF KANSAS, Johnson County, ss:

Before me, the undersigned, a notary public in and for Johnson County and State of Kansas, duly qualified and commissioned, personally appeared Charles Bluejacket, to me well known, and being by me duly sworn according to law, deposeth and saith, that the above and foregoing statements, to which he has subscribed his name, is true and correct, both in substance and in fact, and that he makes the above statement of his own free will and accord.

In witness whereof, I have hereunto subscribed my name and affixed my notarial seal, this twentieth day of January, A. D. 1870.

FRANK R. OGG,
Notary Public.

THE STATE OF KANSAS, Johnson County, ss:

Before me, Frank R. Ogg, a notary public in and for Johnson County, Kansas, personally appeared Isaac N. Phillips, to me personally known, and being by me duly sworn according to law, deposeth and saith: That on or about the 1st day of December, A. D. 1869, a Shawnee Indian by the name of Dougherty came to me and offered to sell me a tract of land containing sixty acres, twenty of which belonged to him, the said Dougherty, and forty acres to his sister, a Shawnee Indian also; for the forty acres he wanted me to pay him ninety dollars, ($90,) and for the twenty acres about fifty dollars, ($50,) which amounts I agreed to give him, and told him to go and have the deeds made, and he agreed to do it, and went to Harry McBride, Agent Roberts’s deputy or clerk, and wanted to see the books, and he, the said McBride, refused to allow the said...
Dougherty aforesaid to see them and to allow him to take the number of the said tracts of land therefrom, and told him, the said Dougherty, to send him the man that wanted to buy the land; that he, McBride, attending to that business, and that he, McBride, would sell that land; and thereby defeated the sale of said land, for the reason the affiant did not want the land if he had to buy it from Mr. Dougherty (the real owner) and Mr. McBride both, although the said McBride had no interest in said land aforesaid, either directly or indirectly, except far as to swindle the Indian and this affiant. And further this affiant saith not.

I. N. PHILLIP

Subscribed in my presence and sworn to before me this 20th day of January, A. D. 1870, and in witness whereof I have hereunto set my hand and notarial seal.

[SEAL.]

FRANK R. OGG,
Notary Public.

STATE OF KANSAS, Johnson County:

J. L. Moreland, being first duly sworn, on oath says: That some time during the month of December, 1869, I was in the office of the United States Indian agent, R. L. Roberts, in Olathe, Kansas, where I saw Harry McBride, a clerk in said office, in possession of quite a large number of what I at the time thought, and still think, were deeds of conveyance for Indian lands. He requested the Indian agent, R. L. Roberts, to place his, said agent's, signature to said deeds or papers, pointing out to said Roberts where he should sign his name, and said Roberts then and there signed his name as requested, without reading the contents of said papers, or apparently making any investigation or inquiry as to their contents whatever. Affiant further states that about the 20th December, 1869, R. L. Roberts, Indian agent at Olathe, Kansas, told me that the selections of the "Black Bob" lands situate along the west end of the tract had been sold to one Clark of Leavenworth, Kansas, and that said land averaged about two dollars per acre.

J. L. MORELAND.

Personally appeared before me, a notary public in and for Johnson County, Kansas, J. L. Moreland, and made oath that the matters and things set forth above his signature are true as he verily believes.

Witness my hand and notarial seal this 19th January, 1870.

[SEAL.]

M. V. B. PARKER,
Notary Public.

THE STATE OF KANSAS, Johnson County, ss:

L. R. Carter, of lawful age, being by me duly sworn according to law, deposes and says: That he is at this time a bone fide resident of Johnson County, Kansas; in October, A. D. 1869, I held a claim on the Black Bob Indian reservation, and at that time I had a conversation with Agent Roberts, the Shawnee Indian agent, and he told me that he had given an obligation to the Black Bob settlers that their lands should not be sold without giving them the first opportunity to purchase it; that they should have the refusal of their lands. I afterward heard that my land had been sold, (without my knowledge or consent,) and without receiving any notice whatsoever from the agent or any of his deputies, my land would be sold or offered for sale. I then called upon Harry McBride, the agent's deputy, at the agent's office in Olathe, Johnson County.
Kansas, and he informed me that the land had been sold to parties in
Leavenworth, Kansas, and at the same time showing me a great num­
ber of deeds which he had in his office, which he said were not on record
in the register of deeds' office in Olathe, Johnson County, Kansas. I
asked him to show me the deed for my land, and he refused to show it
to me. I then went and saw Agent Roberts, and asked him if my land
had been sold; he remarked that he would examine the records and see;
so he examined the records and plats, and informed me that the land
had not been sold, and was not marked sold on the sale record. I again
went to the said McBride, and all the satisfaction he would give me
about my land was that it had been sold. Afterward one Lawson, a
brother-in-law of the said McBride, offered to sell me the said land, which
the said McBride claimed to have been sold to parties in Leavenworth,
and to give me a quit claim deed therefor; but I refused and did not
purchase from him; which said land aforesaid, if sold at all, was sold
secretly, and unknown to the said Agent Roberts.

The said affiant further says that he has good reason to believe and
does believe that said land aforesaid has never been sold to any one; that
is, a bona fide sale made.

L. R. CARTER.

Subscribed in my presence and sworn to before me this 24th day of
January, A. D. 1870.

In witness whereof, I have hereunto set my hand and seal the day and
year last above written.

[SEAL.]

FRANK R. OGG,
Notary Public.

STATE OF KANSAS, County of Johnson:

Personally appeared before me, this 24th day of January, A. D. 1870,
John T. Little, who is a practicing attorney of Olathe, Johnson County,
in said State, and after being first duly sworn by me deposes and says:
I am a resident of Olathe, Johnson County, Kansas, and that I am
acquainted with Roberts, agent of the Shawnee Indians, and that said
Roberts, agent as aforesaid, has his office in Olathe, Johnson County,
and State aforesaid.

Affiant further says, that said Roberts, agent as aforesaid, has in his
office, and who appear to be doing the business of said office, Abbot
and McBride. Affiant further says, that he had occasion to visit said
Indian agent at his office for the purpose of examining a deed in said
agent's office, and that, on inquiry for said deed, the Indian agent told
him that Abbot and McBride were not in the office at present, but had
gone away, and would not be back for two or three days; that they had
taken the keys, and that they had locked the drawers in the office; and
that he, the agent, could not get the deed inquired for until said Abbot
and McBride came back. Affiant further says that he believes Abbot
and McBride to be the parties who do the business in said Indian
agent's office, and that the whole of said agency is under the control
of Abbot and McBride.

JOHN T. LITTLE.

Sworn to before me, and subscribed in my presence, this 24th day of
January, A. D. 1870.

[SEAL.]

FRANK R. OGG,
Notary Public.

G. F. HENDRICKSON,
Justice of the Peace.
Personally appeared before me, this 27th day of January, A. D. 1870, Jonas Mann, and after being duly sworn by me, deposes and says: That he did call on Reuben L. Roberts, United States agent for Shawnee Indians, on or about 23d day of December, A. D. 1869; said Mann inquired of said Roberts if he was selling Black Bob lands, under what is known as the “selections,” that is, land that is not patented by the government to the Indians; said Roberts replied that he had been and was selling said land under the selections; said Mann, being a settler on said Black Bob lands, then asked said Roberts if it was safe to purchase under said “selections;” said Roberts replied that there were men who had bought said lands under said “selections,” but that by so doing they were subjecting themselves to a risk; said Mann then inquired of said Roberts if any portion of his (Mann’s) claim was sold; said Roberts then referred to a plat of said Black Bob reserve, and after looking at said plat he (Roberts) told said Mann that a portion of his (Mann’s) claim was sold to A. M. Clarke, a speculator from Leavenworth, and that said Clarke had recently, at the last sale which was made under the selections. Said Mann further states that said Roberts gave him his obligation in writing that he would not sell said Black Bob lands without first notifying the settlers on said lands to that effect, and that he would not sell said lands until he received orders from the Secretary of the Interior so to do. Said Mann further states that he did not receive any notice from said Roberts to the effect that he was about to sell said lands, and that he did not receive a notice of any kind from said Roberts, but in violation of his (Roberts) obligation he (Roberts) sold a portion of said Mann’s claim. Said Mann did not know that said Roberts was selling Black Bob lands until going into said Roberts’s office and making inquiries; he (Mann) found forty acres sold under the “selections” to said Clarke, as above stated.

JONAS MANN.

Subscribed in my presence and sworn to before me, this 27th day of January, A. D. 1870, and in witness whereof, I have hereunto set my hand and seal, the day and year last above written.

FRANK R. OGG,
Notary Public.

J. S. Justice, being duly qualified, deposes and says: That in a conversation with Harry McBride, some time in January or February of 1869, he (said McBride) stated that he represented James B. Abbot in all matters pertaining to the Black Bob lands; and James B. Abbot also said to me afterward that any arrangements that were made by McBride met his (Abbot’s) approval.

J. S. JUSTICE.

Sworn to and subscribed to before me, Sherman Kellogg, a justice of the peace in and for Oxford Township, Johnson County, Kansas, on the 17th day of January, 1870.

SHERMAN KELLOGG,
Justice of the Peace.

G. M. Ferguson, of the county of Johnson, State of Kansas, being duly sworn, deposes and saith: That in the latter part of the year 1868, he was at the office of Taylor, then Shawnee agent at De Soto; that he saw one John McDevitt purchase eighty acres of land, represented as the
property of a Black Bob Indian woman; that said land was on the Black Bob reserve; that said McDevitt paid the money into the hands of James B. Abbot; that he has no recollection of any Indian being present to sign the deed; that a deed was made out and signed by James B. Abbot, and that four hundred and eighty dollars was the amount of money paid.

G. M. FERGUSON.

Sworn to and subscribed to before me, a justice of the peace in and for Oxford Township, Johnson County, Kansas, on January 17, 1870.

SHERMAN KELLOGG,
Justice of the Peace.

William Hanifin, of the county of Johnson, State of Kansas, being duly sworn, deposes and says: That he lives on the public road leading from Olathe to the Blue, where the Black Bob Indians are living; and that during the sale of the selections by the Indians, they came nearly every night, at all hours, in a state of intoxication, both men and women, endeavoring to find their way to their camps.

WM. HANIFIN.

Sworn to and subscribed to before me, a justice of the peace in and for Oxford Township, Johnson County, Kansas, on the 17th day of January, 1870.

SHERMAN KELLOGG,
Justice of the Peace.

Ezekiel Cooper, of the County of Johnson, State of Kansas, being duly sworn, deposeth and says: That he was at the Indian office, in Olathe, on the 11th day of January, 1870, and in a conversation with Agent Roberts, he (Roberts) told him that Abbot and McBride had gone to Leavenworth, and that the plats and maps of Black Bob lands were in their care, and that he had nothing to do with it.

EZEKIEL COOPER.

Sworn to and subscribed before me, a justice of the peace in and for Oxford Township, Johnson County, Kansas, on the 17th day of January, 1870.

SHERMAN KELLOGG,
Justice of the Peace.

John Reddinger, of Johnson County, State of Kansas, being duly sworn, doth depose and say: That he visited the office of H. L. Taylor, United States agent for Shawnee Indians, on or about the 20th of December, 1867; said Reddinger did not find said Taylor in his office, but found in said Taylor's office Harry McBride, who stated that he (McBride) did represent James B. Abbot, and that said Abbot represented said Taylor. Said Reddinger asked said McBride if Black Bob's lands were in the market, and said McBride stated to said Reddinger that the claim he (Reddinger) occupied was sold to a Leavenworth company, but that he (Reddinger) would have an opportunity to purchase said claim of said company after a while, at about four dollars per acre. Said Reddinger inquired of said McBride the reason that Mr. Duffield, who lives on said Black Bob's lands, had purchased of an Indian his claim, and that he (Reddinger) could not purchase his claim. "Well," said McBride, "I will take down Duffield's name, and said Duffield will
lose both money that he had paid to the Indian and his land, because he, said Duffield, did not apply to Abbot; for said Abbot was doing the business for the Indians, and that all the settlers who wanted their lands must go to said Abbot, because said Abbot wanted to make the extra fees for himself."

JOHN REDDINGER

Sworn and subscribed to before me, a justice of the peace in and for Oxford Township, Johnson County, State of Kansas, this 18th day of January, 1870.

SHERMAN KELLOGG,
Justice of the Peace.

John Robinson, of Johnson County, Kansas, being duly sworn deposeseth and saith: That he visited the office of the Shawnee agency, at Olathe, about the 20th of December, 1869, and had various and diven conversations with McBride and Reuben Roberts, regarding the Black Bob land matters; that all their communications had the air of secrecy; that he was holding a conversation with the agent, and when McBride came into the room the agent immediately broke up the conversation, as if in fear that McBride would hear it; that he observed the actions and doings at the office closely, and that he saw two Indians come down out of the office, (one beastly drunk, flourishing money in his hand,) who, to the best of his belief and observation, were sober when they went in; that there is a back room attached to the office, for what special purpose deponent saith not.

JOHN ROBINSON.

Sworn to and subscribed before me, a justice of the peace in and for Oxford Township, Johnson County, Kansas, on January 17, 1870.

SHERMAN KELLOGG,
Justice of the Peace.

Lewellyn Siess, of the county of Johnson, State of Kansas, being duly sworn, deposeth and saith: That about the 10th of January, 1868, I went up to De Soto, to see the Indian Agent Taylor. I saw him a few minutes in the evening, but had not an opportunity to converse with him. Next morning I visited Taylor’s office. He left immediately for Shawneetown, and referred me and several other settlers on the Black Bob lands to James B. Abbot, who would inform us all about the business. We went to see Abbot, and he refused to give us any definite information, but informed us that our lands had been sold to a Leavenworth company of speculators, but refused to tell us who they are or the prices they had paid, and would give us but little satisfaction regarding our homes.

LEWELLYN SIESS.

Sworn to and subscribed before me, a justice of the peace in and for Oxford Township, Johnson County, State of Kansas, on the 18th day of January, 1870.

SHERMAN KELLOGG,
Justice of the Peace.

STATE OF KANSAS, County of Johnson:

Hazael Wycoff, of said county and State, being duly sworn, doth depose and say: That he lives on the Black Bob reservation, in said
county, and that he was appointed agent by the Settlers' Charitable Association on said reserve, to inquire into the necessities of the Indians known as the Black Bob band of Shawnees, living on said reserve, and thereupon, after making inquiries, he found that they were in destitute circumstances; and thereupon he went among the settlers and they donated to said Indians a large amount of corn, potatoes, pork, beef, flour, and molasses, which he distributed among said Indians; and further he is still acting as agent for the purpose of collecting food among said settlers for said Indians.

HAZAEL WYCOFF.

Sworn and subscribed before me, a justice of the peace in and for Oxford Township, Johnson County, Kansas, on the 17th day of January, 1870.

SHERMAN KELLOGG,
Justice of the Peace.

OXFORD TOWNSHIP, JOHNSON COUNTY, KANSAS,
January 17, 1870.

I, Philip Hayes, of lawful age, being duly sworn, do say: That on the 27th day of December, 1869, I visited the Shawnee agency at Olathe, Johnson County, Kansas, and after inquiring about the sale of the Black Bob lands, was informed by Harry McBride, the clerk of agent Roberts, that the Indians were selling the chances of getting patents for the lands selected by them, and that the office were approving the sales. Also, after inquiring if they had authority for so doing, and if the titles would be approved by the Secretary of the Interior, was informed that if I bought I must take the chances, otherwise other parties would buy, as they had plenty of money to speculate with.

PHILIP HAYES.

Sworn to and subscribed before me, a justice of the peace in and for Oxford Township, Johnson County, Kansas, on the 17th day of January, 1870.

SHERMAN KELLOGG,
Justice of the Peace.

A. G. Newton, of the county of Johnson, State of Kansas, being duly sworn, deposeth and saith: That about the middle of the month of December, 1867, he went to De Soto on business respecting his claim on Black Bob lands, and visited the office of the Indian Agent Taylor; that upon stating his business to the agent, he was referred to James B. Abbot; he visited Abbot, and held a long conversation with him. Abbot said the Indian's deed must must come through him, (Abbot;) that it would cost twenty dollars; that he (Abbot) had spent five thousand dollars in getting the patents, and that he must have his money back some way; ten dollars must come to him (Abbot) and ten to the agent. Abbot also stated that two thousand dollars was put into his (Abbot's) hand to give Pascal Fish, (who was the agent of the Black Bob Indians,) if he would leave Washington and not interfere with their actions; but he (Abbot) said Pascal Fish refused, and there was no way left but to leave him out of the council, and ignore him (Pascal) as a delegate. I saw Harry McBride writing at the agent's desk, making Shawnee deeds, and he (McBride) said he was clerk for Abbot and Taylor both. In conversation with Abbot, he (Abbot) said that if there was not enough Indians to take the whole of Black Bob reserve,
that it was an easy matter to make as many Indians as necessary, remarking at the same time there would be no land left, for, said he, (Abbot,) "We can make Indians as fast as necessary."

A. G. NEWTON.

Sworn to and subscribed before me, a justice of the peace in and for Oxford Township, Johnson County, Kansas, on the 18th day of January, 1870.

SHERMAN KELLOGG,
Justice of the Peace.

Hazael Wycoff, of Black Bob reservation, county of Johnson, State of Kansas, being duly sworn, deposes and saith: That he did, on or about the 1st of January, 1870, at the request of the Black Bob band of Shawnees, call upon Reuben L. Roberts, United States Indian agent for Shawnee Indians, to solicit food and rations for said Black Bob Indians, and that said Roberts informed him that the chief clerk of Enoch Hoag, superintendent, had struck a dividend of three hundred and ninety odd dollars for said Indians, and that the above amount would be applied toward purchasing food and rations for said Indians, and that said Roberts has applied one hundred and fifty dollars of said amount toward purchasing food and rations for said Indians, ninety dollars of the said amount of one hundred and fifty being applied to pay for rations furnished by said Wycoff last summer, the remainder, sixty dollars, being applied toward purchasing rations this winter; and further, said Roberts totally refuses to furnish or purchase any more rations for said Indians, because said Indians refuse to take their land in severalty; and because said Roberts has refused to furnish said Indians with food and rations, because said Indians refuse to take their land in severalty, said Indians are in a great state of destitution; so much so that the settlers on said Black Bob reserve have donated, and are donating, large quantities of corn, pork, potatoes, flour, and molasses for their support.

HAZAEEL WYCOFF.

Sworn to and subscribed before me, a justice of the peace in and for Oxford Township, Johnson County, Kansas, on the 17th day of January, 1870.

SHERMAN KELLOGG,
Justice of the Peace.

D. A. Meek, of Black Bob reservation, Johnson County, State of Kansas, being duly sworn, doth depose and say: That on 1st January, 1868, he, Meek, called at the office of H. L. Taylor, United States Indian agent for Shawnees, and upon making inquiries of said Taylor in regard to Black Bob land, said Taylor informed said Meek that the land occupied by said Meek on said reserve was sold to a Leavenworth company, James B. Abbot being present, and acting as agent for Taylor; said Meek made inquiries of said Abbot in regard to said land, when said Abbot informed said Meek that the land held and occupied by said Meek was sold to a Leavenworth company. Said Meek then answered that he had no further business with said Abbot. Said Abbot replied that the land owned by the Leavenworth company on Black Bob would be put in market in about a month, and that he, Abbot, would be agent for said company to sell said land. Said Abbot then put his mouth close to said Meek's ear and whispered, "What can you pay per acre for your claim?" Said Meek replied that he could not pay more than three
dolars and fifty cents per acre. Said Abbot then replied, "You will have
to pay four dollars per acre." Said Abbot pledged himself to said Meek,
that he, Abbot, would notify Meek by letter, as soon as the land came
into market. On another occasion, McBride stated that he represented
James B. Abbot, in all matters connected with Black Bob lands.

D. A. MEEK.

Sworn and subscribed to before me, a justice of the peace, in and for
Oxford Township, Johnson County, State of Kansas, on the 18th day of
January, 1870.

SHERMAN KELLOGG,
Justice of the Peace.

Report of a committee of Black Bob settlers.

DECEMBER 24, 1869.

To the settlers of Black Bob reserve in mass meeting:

We, the undersigned, having been appointed a committee by the chair­
man of your last meeting to wait upon and confer with Agent Roberts, upon
matters pertaining to the sales of "Black Bob lands," would respectfully
submit the following as the substance of that conference had on the
20th instant:

Question by the foreman of said committee. Was this note (handing
the agent the notice to the settlers to come and buy their lands) written
and sent by you to the settlers?—Answer. Yes; that is my signature.

Q. Do you consider it safe for the settlers to buy on selections, and
pay their money for the land?—A. If it was my case, I believe I should
do it.

Q. Well, agent, the Indian in that case having no patent as yet, his
right to the land being only possessory, how could he make a deed
before the issuance of the patent? Could he do it?—A. Yes; the deed
could be made and the patent issued to the Indian afterward.

Q. Have you approved any deeds made on the sale of selections?—
A. Yes; I did on the last seventh day.

Q. On the sale of a selection by an Indian before
the issuance of the
patent, to whom would the patent be issued?—A. To the Indian, and
then turned over to the purchaser.

Q. By what authority are you now selling Black Bob lands; have
you any orders from the Secretary of the Interior to sell those lands?—A.
I have no orders to stop sales nor to go ahead.

Q. Then are you selling those lands on your responsibility?—A. I am;
on the responsibility of this office.

Q. Do you consider a sale made on a selection as valid as a sale made
on a patent?—A. I think there is no difference.

Q. Don't you remember that in the instrument of writing given to
us at Shawneetown, you promised to suspend the sales of the Black
Bob lands until the question was finally settled?—A. Yes.

Q. Then why are you now selling the selections?—A. Since that time
I have changed my views.

Q. Why, or what caused you to change your views?—A. I received
instructions from the superintendent to sell those lands by order of the
Secretary or Commissioner; I don't know which.

Q. Will you be so kind as to show us those instructions?—A. I think
they are at my house, but I will look in my desk.
Q. Have you seen the resolution as passed by the United States Senate requesting Secretary Cox to furnish that body with all the papers and facts filed in his office relating to the case?—A. I have seen a paragraph in the papers in relative to the resolution. (Here the agent was shown the telegram from Mr. Slaughter that the matter would go to Congress.)

Q. Agent, would it not be better to suspend the sales of those lands until Congress settles the matter?—A. The Indians are continually urging me to sell those lands. They wish to go South and I cannot control them.

Q. Agent, don’t you recollect that, at the council held, you being present, on Blue, by the “Black Bob band” of Indians, a majority of those Indians (not including those Indians who have absented themselves from the tribe) requested you to report to the department at Washington that they wished to go South among their brethren; that they wished to make selections down there; and that they desired the government to buy their lands and remove them to their new homes?—A. I remember the conversation.

Q. Do you not know that a majority of the Indians now on Blue made the above request?—A. I do not know positively; there may be a majority.

Agent further stated that at a council by the Indians on Indian Creek he (agent) had tried to get them to take head rights, but could do nothing with them.

Q. Agent, do you not know that the Indians on the Blue are the needy ones, and suffering for provisions?—A. Yes.

Q. Are you not aware that the settlers are furnishing those Indians with provisions?—A. I do not know.

Q. Have all the deeds, sold on the patents, been proved up?—A. They have all been proved up except eleven.

Q. Were those deeds not proved up settlers’ deeds?—A. One settler has proved up his deed. Duffield, who bought of Big Fox, proved up his.

Sworn to and subscribed to before me, a justice of the peace in and for Oxford Township, Johnson County, Kansas, January 17, 1870.

SHERMAN KELLOGG,
Justice of the Peace.

D. H. Shreve, of Johnson County, State of Kansas, being duly sworn, doth depose and say: That on or about the first of September, 1867, he did go to De Soto, to make inquiries of H. L. Taylor, United States Indian agent for Shawnees, said Taylor having his office at said De Soto, in regard to acquiring title to a claim on Black Bob reservation that he held. Said Shreve did not see Agent Taylor, but was introduced to James B. Abbot by McBride. Said Shreve made inquiries of said Abbot in regard to the claim he, Shreve, occupied, and was informed by Abbot that one forty of said Shreve’s claim was patented. Said Shreve
then asked Abbot the name of the Indian who had the patent for the said forty, and said Abbot refused to give the name of said Indian. Said Abbot then asked said Shreve what he could pay per acre for said claim. Said Shreve stated that he would not want to pay more per acre than his neighbor Henry Nichols, who held a claim adjoining said Shreve, said Nichols having paid said Abbot the sum of two dollars and a quarter per acre. Said Abbot stated that he could not let said Shreve have said land for less than three dollars and a half per acre. Said Abbot stated that said Shreve ought to be willing to pay between, three dollars and a half and five dollars per acre. Said Abbot stated that he let said Nichols have his land at two and a quarter because said Nichols's father was an old acquaintance of his, Abbot's, and a brother in the church.

After said Abbot left the office, said McBride informed said Shreve that the reason Abbot refused to tell said Shreve the name of the Indian was because Abbott wanted the settlers to come to him, Abbott, and purchase, because said Abbot did not charge more than seventy-five cents or a dollar per acre in advance of what the Indian charged, and that said Abbot had to make a living some way, and that he might as well do it this way as any other, and that said Abbot could do better by the settlers than what the settlers could do for themselves.

DAVID SHREVE.

Sworn and subscribed to before me, a justice of the peace in and for Oxford Township, Johnson County, State of Kansas.

SHERMAN KELLOGG, Justice of the Peace.

STATE OF KANSAS, Johnson County, ss:

I, John T. Taylor, clerk of said county and State, do hereby certify that Sherman Kellogg, before whom the foregoing affidavits were made, was, at the time of taking said affidavits, and is now, an acting justice of the peace, duly elected and qualified, in and for said county and State, and that due faith and credit should be given to his acts as such justice of the peace, and that his signature to the within certificates is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of said county this 27th day of January, A. D. 1870.

[SEAL]

JOHN T. TAYLOR, Clerk.

[Five-cent internal revenue stamp.]