
SAN FRANCISCO, CALIFORNIA,
June 23, 1852.

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

Since May 1-1, 1851, at which time I commenced the discharge of my separate duties, I have made up and forwarded quarterly statements of all official transactions up to December 31st, including eight treaties, six of which were made within my district and two in the southern district.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Hon. LUKE LEA,
Commissioner Indian Affairs, Washington.

COTTON WOOD, SHASTER COUNTY,
March 10, 1852.

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

Very respectfully, your obedient servant,

P. B. READING.

Doct. O. M. WOZENCRAFT.

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SAN FRANCISCO, *June 19, 1852.*

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

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

I remain sir, as ever, your obedient servant,

F. BELCHER,

Indian Trader on the Cosumnes.

Dr. O. M. WOZENCRAFT.

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

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

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

SAN FRANCISCO, CALIFORNIA, June 25, 1852.