

Gen. Land Office

April 21, 1888

T--- report of Spl. Agt. J.K. Speer in the matter of timber trespass committed by certain Oneidas on their reservation in Wisconsin.

Department of the Interior
General Land Office, Washington, D.C. April 21, 1888

Hon. J.D.C. Atkins
Commissioner of Indian Affairs

Sir:

I have the honor to transmit for your consideration and such action as you may deem necessary, a report in duplicate dated 9th April, Current, by special Agent Speer in the matter of timber trespass committed by certain Oneida Indians upon their reservation in Brown and Outagamie Counties, Wisconsin.

The trespass involves 450 loads of Poplar Timber, "averaging one cord per load", and the material was sold to A. M. Priest for the Fox River Pulp and Paper Company at Kaukauna, Wisconsin, and to George F. Kelso of the same place.

In connection with the above case I beg to call attention to my letter of 14th instant transmitting the report of Agent Speer relative to a Timber Trespass committed by the Oneida Reservation Indians and D.W. Brillion.

Very respectfully,
T.J. Anderson
Acting Commissioner

Report of J.K. Speer, Special Timber Agent
Wausau, Wisconsin, April 9th, 1888

Timber Trespass Committed by
Oneida Indians on Oneida Reservation

Timber cut under contract for, or sold to
Fox River Pulp and Paper Co. and George F. Kelso, Kaukauna, Wis.

Report of Timber Trespass

The blanks must be filled up strictly as prescribed in the book of instructions under head of "manner of making report of trespass."

In every instance where names of persons are given the post-office address and residence must also be stated.

1. Name of Trespasser: Certain Oneida Indians named as witnesses under no. 15 page 3 of this report. A. M. Priest for the Fox River Pulp and Paper Company, Kaukauna, Wis, and George F. Kelso of Kaukauna Wis, were the purchasers.
2. Land Trespassed upon: Oneida Indian Reservation in the counties of Brown and Outagamie State of Wisconsin.
3. Character of Land: Oneida Indian Reservation.
4. Date of dates upon which trespass was committed: In the winter of 1886 and 1887.
5. Kind of Trespass-cutting or removing, or both: Cutting and removing.
6. Kind of Timber: Poplar for pulp.
7. Number of Trees cut:
8. Quantity of timber or lumber cut: 450 loads of poplar wood for pulp, averaging about one cord per load at an average of \$4 per cord=\$1800. See Sheet A No. 8. From my interviews I could discover only 128 loads or cords, the Indians admitting that there might be more.
9. Log marks: Whose property they represent:
10. Location of timber or lumber:
11. Value of trees when standing, \$ per ; value of timber on ground where cut, \$
per ; value at stream, or shipping point, per ; value in
boom, \$ per ; value at mill, \$ per ; value when
manufactured, \$ per ; value of material in position where, and condition when,
found, \$ per ;
12. Name of present owner, possessor, or claimant of the timber or lumber: Last known owners, Fox River Pulp and Paper Company and George F. Kelso.

Diagram of Locality of Trespass

Trace on the diagram all streams on or near the land trespassed upon, and all roads leading from the place of trespass, stating to and from what points they lean, and distances; also note by appropriate marks the location of cutting and buildings upon the land.

(Nothing on grid map)

Explanation

The land from which the poplar was cut and removed is known as the Oneida Indian Reservation in Brown and Outagamie Counties, Wisconsin. The timber so cut was delivered to A.M. Priest for the Fox River Pulp and Paper Company and to George F. Kelso, all of Kaukauna, Wisconsin. The wood was cut and hauled to Kaukauna by the Oneida Indians whose names are given under number 15, 3 page. I found these Indians in a fairly prosperous condition and as a tribe well disposed. They have very good houses and many of them have nice farms under cultivation. Some of them have barns, horses, cows. They have children and many of their children are in school. While the timber cutting alleged was outside of their -----, yet I discovered no willful waste of timber.

13. Was cutting done under contract? Contract Price, \$ _____ per _____; where timber was to be delivered, _____ amount advanced or paid on contract, \$ _____; names of contractors, _____
14. Is the timber sold? Yes; Name of purchaser: See No. 1, Page 1; Price given or agreed upon, \$ _____ per See No. 8; amount paid, \$ _____; Where the timber was delivered: Kaukauna, Wisconsin.; amount of Timber delivered: 450 cords of poplar wood; was the purchase made innocently, or with a guilty knowledge? The purchasers certainly knew that they were dealing with Oneida Indians who were then living on the reservation.
15. Witnesses to trespass, and brief of testimony: Samuel Metoxen, Antone Metoxen, Chaucy Cornelius, J D Cornelius, Wesly Cornelius, Joseph S Commadore, Eli Cornelius, Simone Metoxen, Eli Sconnodore, Baptise Hill, William Sommers, Simon Webster, Martin Metoxen, Little William Cornelius, Big William Cornelius, Lymon Beechtree, Lymon S Commadore. These Indians all live on the Oneida Reservation and should all be subpoenaed as it will require each witness to establish all of the facts since each hauled or ----- to be hauled poplar to said purchasers named under No. 1 of this report.
16. Agent's testimony: I was on the Reservation Nov. 29, 1887, and interviewed nearly all of the Indians whose names are given and that part of the Reservation from which the poplar was cut was pointed out to me - outside of their livings.
17. Was the trespass willful? As to the Indians I am unable to say as the Oneidas seemed to believe that they had the right to dispose of Timber to assist them in supporting their families.
18. Have any legal proceedings been instituted? Civil suit has been instituted against the parties named under No. 1, Page 1. See letter P of Jan. 21st 1888.
19. Are the parties to the trespass financially responsible? The Fox River Pulp and Paper Company is responsible and have paid the judgement rendered against them for \$433.80. See my letter of March 15, 1888. Doubtful as to George F. Kelso.
20. Action recommended by agent: That the U.S. District Attorney W. A. Wolken at Milwaukee, Wis., be sustained in his action if it is thought best to take judgement against Kelso in his alleged bankrupt condition.
21. Remarks: Sheet 18, No. 21, also sheet A pages 1 and 2.

Dated at: Wausau, Wisconsin, April 9th, 1888.

Reported as per letters P. Sept. 8, 1887, and Jan. 21st, 1888.

J. K. Speer, Special Timber Agent.

Sheet A. No. 8

The U. S. District Attorney for the Eastern District of Wisconsin, W. A. Walker, Dec. 14, 1887, instituted civil proceedings against A. M. Priest and the Fox River Pulp and Paper Company for \$1,000, for 250 loads or cords of poplar cut from the Oneida Reservation, and Dec. 8, 1887, against George F. Kelso for \$800 for 200 loads or cords of poplar cut from said Reservation. Office letter P. Jan. 21st, 1888. February 18, 1888 judgement was rendered against A. M. Priest and the Fox River Pulp and Paper Company for \$433.80. See my letter of March 15, 1888. Knowing the difficulty of making proof I think the attorney did well to recover \$433.80 from said company. The trial in the case against Kelso has not yet been heard as he is reported to be bankrupt. There is some doubt as to the wisdom of further prosecution as such action will necessarily incur a large ----- without a reasonable hope of collecting after procuring judgement. The department once the ----- must decide this question. The \$433.80 have been paid.

I was on the Reservation Nov. 29, 1887 making investigations, but before I was ready to report, the U. S. Attorney believing it for the best interests of the Government and acting under instructions as he understood his correspondence with the solicitor of the Treasury, instituted civil proceedings as stated on page 1. The quantity alleged in the two suits is greater than I was able to discover in my investigations with the Indians, but there is reason to believe that it is even larger than alleged, for the Indians said to me that they could not remember the number of loads and that they had permits to sell part of what they did haul. I have included the entire quantity in one report, because the Indians could not tell me how many loads were delivered to each party. If a trial is had against Kelso the attorney will be able possibly to draw from the Indians more than I could get and he may not bring out so much. This report was being prepared at or about the time suits were instituted and suspended at the suggestion of the Attorney until he could make further developments. End of Sheet A.

Sheet B.

I know of no way for ascertaining the value of such young poplar in the standing tree as there is no market for such tender only where it can be used for pulp.

As I understand it certain Indians had been arrested by the direction of the U. S. Attorney and the Deputy Marshall – Henry Marshal, had in his investigations been caused to believe that very large quantities of poplar had been delivered to the parties named, hence the 450 cords or loads for which suit was brought as stated on sheet A page 1. This action was prior to my investigations. It seems to have been a long standing customer for the Indians to deliver poplar and other Timber from their Reservation, both from actual clearings and from the Reservation generally, and that their distress for food and clothing has been ----- by speculators as sufficient reason for disposing of their Timber. Such was the impression made on my mind during my investigations. I believe that the Oneidas as a Tribe wish to save their Reservation and Timber for themselves and children.

During my investigations of these matters John Archiquette, the Captain of the Police on the Reservation was with me and seemed to act freely in giving information. He was not certain, but was of the opinion that the parties at Kaukauna had written permits for part of the poplar and that their books would show a much larger quantity than I was able to discover from my interviews, but as the Attorney had instituted Civil proceedings under his suggestion I did not call on the parties for a statement as I usually do. The quantity cut can not be ascertained from examination of the grounds, because of the small size of the Timber and the quantity cut for their own use on their farms. The Government must rely on such evidence as can be obtained from the Indians and those who have assisted them. In this case middle men were not used. The Indians cut and hauled their own Timber according to their statements to me and Priest and Kelso purchased directly from them. The Indians need to be encouraged in farming and protected from the solicitations of greedy outside speculators.