

April 12, 1911.

Charges against
Superintendent
Oneida School.

The Honorable
The Secretary of the Interior.

Sir:

Under instructions of the 29th ultimo, I have the honor to submit the following report of my investigation of charges preferred against Joseph G. Hart, Superintendent of Oneida Indian School, Oneida, Wisconsin, in a letter dated February 16, 1911, addressed to Charles S. Peirce, School Supervisor, by E. M. Hammitt, engineer, at the said school.

The said letter was forwarded me from Chief Supervisor's Holcombe's Office at Denver, Colorado, under date of the 29th ultimo, and upon receipt thereof, I proceeded to investigate the allegations therein contained by first interrogating the complainant Mr. Hammitt regarding the statements reflecting upon the management of the Oneida School as set forth in his letter to Mr. Peirce, and his answers under oath to my interrogatories in the premises is transmitted herewith (Exhibit "A").

One of Mr. Hammitt's charges is that of alleged undue intimacy of Superintendent Hart with Miss Inez E. Pope, a teacher in the Oneida School; but, as may be seen by his answers under oath with reference thereto, he has no personal knowledge of any improper relations between them, knows nothing

reflecting upon their conduct, other than having heard prior to his employment at the Oneida School, ^{that} Superintendent Hart and Miss Pope had frequently been seen walking together. Mr. Hammit gave as his informants in reference to this matter the names of E. H. Krueger, Financial Clerk at the School, Mrs. P. D. Harris, wife of the Postmaster at Oneida, and Henry W. Smith, Oneida School carpenter, also two brothers named Powless, the two latter being referred to by Mr. Hammit on page 3 of Exhibit "A", as having painted the roof of the Superintendent's cottage. These two brothers left Oneida some months ago, and their whereabouts being unknown to the people of that locality, I was unable to ascertain the truth of Mr. Hammit's statements regarding as to what they told him concerning Superintendent Hart and Miss Pope. However, I met and interrogated all other persons whose names were mentioned in connection with the matter, securing affidavits covering this and certain other questions from E. H. Krueger (Exhibit "B"), Laura D. Harris (Exhibit "C") and Henry W. Smith (Exhibit "D"), none of which affidavits corroborated Mr. Hammit's hear-say remarks to any great extent. Henry W. Smith, in his affidavit, (Exhibit "D") states that he never made the remark regarding Miss Pope as stated in Mr. Hammit's affidavit, but Mrs. Elsie M. Hammit, in her affidavit (Exhibit "E"), corroborates the statement of

her husband as to the question of veracity between the complainant and the said Henry W. Smith.

The sworn statement of Lucy T. Hart, wife of Superintendent Hart, transmitted herewith (Exhibit "F"), explaining the nature of the ailment for which Miss Pope had an operation performed in the month of February, 1909, and a copy of the certificate dated March 15, 1909, of P. S. Wiley, M.D., of Fond du Lac, Wisconsin, who performed the surgical work, above mentioned, is also herewith submitted (Exhibit "G").

From painstaking inquiry and thorough investigation on this matter involving the moral characters of Superintendent Hart and Miss Pope, and becoming convinced that the slanderous allegation was without foundation, simply gossip of scandal-mongers, I therefore did not mention the matter to Miss Pope, on account of the humiliation to which she necessarily would have been subjected, she being a lady of more than ordinary intelligence and refinement. Her home is at Topeka, Kansas. She has been nine years in the Oneida School as teacher. Her brother is a Captain in the Engineer Corps, U.S.A., and she is held in high regard by all employees of the school.

The absurdity of the inferences of dishonesty or favoritism conveyed by Mr. Hammitt's statements regarding the sale of Nelson Antone's land ~~is~~ so clearly shown by the abstract of bids on the tract referred to, herewith transmitted (Exhibit "H") as to need no further explanation, the bid of J. J. Rasmussen being \$725.00 for the tract of land in question and that of W. S. Hager to whom it was sold being \$1,008.00, nearly \$11 per acre more than the bid of Mr. Rasmussen. I interrogated Dr. J. A. Powless referred to by Mr. Hammitt in connection with this allegation and his affidavit, transmitted herewith (Exhibit "I"), sets forth ^{the} fact that he knew nothing regarding this transaction other than what was told him by Mr. Rasmussen and which he had repeated to Mr. Hammitt. My interview with Dr. Powless was subsequent to my examination of the Oneida office records with reference to this land sale and after procuring Dr. Powless' statement with reference thereto I showed him the abstract of the sale of the Antone lands, transmitted herewith as Exhibit "H", heretofore mentioned, and he (Dr. Powless) expressed himself as very much pleased to know that the transaction had been honestly conducted and in the interest of the Indian grantor. He also expressed himself as being surprised when he learned that John Wilcox was not even a bidder on Nelson Antone's land, as had been told him by the said J. J. Rasmussen, which would appear to

have been made for the purpose of injuring Superintendent Hart with the Oneida Indians.

Regarding the estate of the Indian, Martin Denny, referred to by Mr. Hammit in his charges against Superintendent Hart, I interrogated Peter Huff and Millard Denny, respectively, who were the interpreters in that transaction, and their joint affidavit, transmitted herewith (Exhibit "J"), together with affidavits of Financial Clerk Krueger (Exhibit "B") and of Superintendent Hart (Exhibit "R") show that nothing improper was done by Superintendent Hart in the transaction referred to and that the only part he took in the matter was to advise Mr. Denny relative to the provision of the deed that he was executing to P. W. Silverwood for his patented land. The said Martin Denny is now deceased and certain mortgages given on the land by him, previous to his execution of the deed to P. W. Silverwood has produced complications, but for which Superintendent Hart is in no way responsible.

Mr. Hammit's charge on page 4 of his complaint that Superintendent Hart invariably asks Indians who make application to sell their land to state the price they want for it and that bids are always just what the Indian owners had stated they were willing to accept is not borne out by the facts and disproven by the records of the land sales of the Oneida Superintendency, which records together with

the affidavit of Joel House, night watchman at the Oneida School, whose name was given by Mr. Hammitt as his authority for this assertion, shows the absurdity of the allegation, the above mentioned affidavit of Joel House, transmitted herewith, (Exhibit "K"), showing that he never made any remark to Mr. Hammitt regarding the sale of the Indian lands and that he knows nothing of such sales, except what Mr. Hammitt told him.

The statement of Mr. Hammitt regarding Superintendent Hart having one cow, one heifer, yearling, and one calf in the school herd is corroborated by Jesse Cornelius, Assistant at the Oneida School, in his affidavit, transmitted herewith (Exhibit "L"), and the same was admitted by Superintendent Hart in his sworn statement, herewith transmitted (Exhibit "R"), wherein, he testifies that the said cow was bought by him and kept for a time at his own expense and that with two of her progeny have not been heretofore carried on the property return of the superintendency, but that he has directed that this cow and any other omitted stock be placed on the property return. While inspecting the Oneida school herd, the cow, yearling heifer and calf referred to were pointed out to me and I directed that they be taken up on Abstract "C", for the 3rd quarter, 1911, and the entry was thus immediately made, so that the animals referred to are included in the list

of animals belonging at the Oneida School as given in my report on that school under date of the 6th instant.

As to the charge of Mr. Hammitt regarding Financial Clerk Krueger keeping a horse at the agency barn every week day from 8:00 a.m. to 5:00 p.m., the same was admitted by both Superintendent Hart and Mr. Krueger and the reasons therefor are fully set forth in Mr. Krueger's affidavit, herewith (Exhibit "B") and in the sworn statement of Superintendent Hart (Exhibit "R"). I directed that the keeping of this horse in the agency barn be discontinued until departmental authority for same was obtained and suggested to Superintendent Hart that he submit the proper application to the department for such authority.

The matter of the two pigs referred to by Mr. Hammitt as belonging to Clerk Krueger, which were raised and fed at the school, and which were sold last February for \$14, is fully explained by Mr. Krueger, in his affidavit, and also covered by Superintendent Hart's statement regarding the matter. Their statements regarding these pigs were verified by my further inquiry into the matter.

Regarding the oats taken from the school commissary by Mr. Krueger as charged by Mr. Hammitt and corroborated by Jesse Cornelius, I transmit herewith affidavit of Elias

Denny (Exhibit "M"), from whom Mr. Krueger purchased the oats in the fall of 1909 and who delivered them to Mr. Krueger at the Oneida School, putting them into the bin of the school warehouse, and Mr. Krueger in his affidavit (Exhibit "B") explains the transaction very fully, which from my investigation, I believe to be the facts in the case.

Mr. Hammitt further charges that Superintendent Hart as Manager of the school mess uses vegetables raised in the school garden, also milk from the dairy herd of the school, all employees of the school sharing in such privilege and that he (Mr. Hammitt) also participates in the privilege without payment therefor; also, that Financial Clerk Krueger who lives outside of the school grounds proper received a wagon-load of hard coal in the fall of 1909 from the Oneida school supply, which load of coal would approximate 2½ tons. With reference to these charges, which are admitted by both Superintendent Hart and Financial Clerk Krueger, in their respective affidavits herewith, I directed their attention to Sections 285 and 295, respectively, Rules of 1904 for Indian Schools, the former prohibiting "the use of vegetables, milk, eggs, fruit, etc., produced on the school farm by the employees mess, except on paying for such articles at current market rates and that the above-named articles must not be sold if required for use on the pupils' table," and the latter [Section 295] prohibiting the furnishing of fuel and light to the Superintendent or

any employee furnished with a dwelling separate from the main school buildings. The Superintendent and all employees of the Oneida School occupy quarters in buildings that are heated and lighted from the heating and lighting systems of the school, except Financial Clerk Krueger, who lives nearly a mile from the school and E. M. Hammitt, engineer, who occupies a detached cottage within the school grounds, but, which is not connected with the heating system, and in consequence of which, he is furnished with fuel from the school supply, which a strict interpretation of Section 295 of said school rules would not permit.

The allegation of Mr. Hammitt regarding the Indian woman Cassie Denny having received a school shawl from some source and having sold it to another Indian woman named Mrs. Jones Hill was not substantiated; but, on the contrary fully disproven by the affidavits of the said Cassie Denny and Mrs. Jones Hill (Exhibits "N" and "O"), respectively, as well as by the affidavit of Mrs. Laura D. Harris, to whom as stated by Mr. Hammitt, Cassie Denny offered to sell her shawl, Mrs. Harris stating in her affidavit (Exhibit "C") that Cassie Denny did not offer to sell the shawl to her, but that Mrs. Jones Hill told her that she (Mrs. Hill) had bought the shawl from Cassie Denny. This Mrs. Harris bears the reputation of being inclined to gossip and

meddling in matters not concerning her. After investigating this matter I believe the testimony of Mrs. Denny and Mrs. Hill with reference thereto is the correct statement of the facts in the case. I desire to add that the said Cassie Denny, whose home I visited, has five children in the Oneida school, that she is a hard-working woman, and bears a good reputation in the community.

The charge made by Mr. Hammitt that Superintendent Hart has on three separate occasions used profane language when addressing him, is denied by Superintendent Hart in the sworn statement, herewith (Exhibit "R"), wherein he states:

"I distinctly deny that I ever, at any time, cursed Mr. Hammitt, or any other person in the school service. I have called Mr. Hammitt's attention to work, which in my inspection, I found should be done, and have cautioned him against what seemed to be excessive use of oil, which he claimed was due to the night watchman, who runs the engines and pumps at night, but which, being under Mr. Hammitt's jurisdiction, should be looked after by him. I did not have the slightest unfriendly feeling towards Mr. Hammitt until after I had occasion to question him concerning rumors that appeared to come from him, and when I freely admit that I told him substantially as he says, that it was 'a damnable thing to repeat such stories about women', and I regret that official propriety does not permit of stronger terms."

In this connection, I desire to submit that my eleven days sojourn at the Oneida School enabled me to see a good deal of Superintendent Hart and of the manner in which he conducts the affairs of the superintendency, and from my observation, together with having learned that he is

highly regarded by all of his employees, excepting Mr. Hammitt, and that he bears a good reputation throughout the Oneida country and is not given to profanity, it is, therefore, not very probable that he would use profane language in addressing any of his subordinates.

With reference to the statements made by Mr. Hammitt as to Miss Rosa Goda, Boys' Matron at the Oneida School, having told him that the boys' dormitories were overcrowded, etc., the affidavit of Miss Goda, herewith transmitted (Exhibit "p"), is a true statement of the facts in the case, as verified by me in my inspection of the boys' dormitory. The dormitory space is ample and the 62 boys now in the school, being chiefly under 12 years of age, are as well provided with sleeping arrangements, as the number of single beds at the school will permit. The dormitories are well ventilated and neatly kept while the pupils are cheerful and well cared for.

The further charge of Mr. Hammitt with reference to Miss Lilian A. Howard, school matron, is disproven by the affidavit of Miss Howard, herewith transmitted (Exhibit "q"), and also by the affidavit of Superintendent Hart (Exhibit "r"), the statements in the aforesaid affidavits and verified by the office records being such as to clearly disprove the allegation of Mr. Hammitt with reference thereto, and, as deemed by me, requires no further comment thereon.

In conclusion I desire to state that while Mr. Hammitt, who preferred the charges against Superintendent Hart in this instance, is a very competent engineer, he is, as stated by Joel House, in his affidavit (Exhibit "K"), evidently, somewhat of a "busy-body", and while many of his charges were unfounded, or very frivolous, others were of a character sufficient to have brought about the correction of irregularities existing at the school; but, all of which have been now adjusted, as set forth in this report, and I, therefore, respectfully recommend that no further action be taken in the premises, unless it should be, that Mr. Hammitt be transferred to some other superintendency, at the end of the current fiscal year, which he expressed a desire for.

I enclose herewith the papers which were forwarded me from Chief Supervisor Holcombe's office, at Denver, Colorado, for the purpose of this investigation.

Very respectfully,

Your Obedient Servant,

(Sgd) James W. Laughlin
Inspector.

19 Enclosures:

April 12, 1911.

Charges against
Superintendent
Oncida School.

The Honorable
The Secretary of the Interior.

Sir:

Under instructions of the BIA, ultimo, I have the honor to submit the following report of my investigation of charges preferred against Joseph C. Hart, Superintendent of Oncida Indian School, Oncida, Wisconsin, in a letter dated February 16, 1911, addressed to Charles S. Peirce, School Supervisor, by F. M. Hammitt, engineer, at the said school.

The said letter was forwarded me from Chief Supervisor's Holcomb's Office at Denver, Colorado, under date of the 29th ultimo, and upon receipt thereof, I proceeded to investigate the allegations therein contained by first interrogating the complainant Mr. Hammitt regarding the statements reflecting upon the management of the Oncida School as set forth in his letter to Mr. Peirce, and his answers under oath to my interrogatories in the premises is transmitted herewith (Exhibit "A").

One of Mr. Hammitt's charges is that of alleged undue intimacy of Superintendent Hart with Miss Inez E. Pope, a teacher in the Oncida School; but, as may be seen by his answers under oath with reference thereto, he has no personal knowledge of any improper relations between them, knows nothing

reflecting upon their conduct, other than having heard prior to his employment at the Oneida School, ^{that} Superintendent Hart and Miss Pope had frequently been seen walking together. Mr. Hammitt gave as his informants in reference to this matter the names of E. H. Krueger, Financial Clerk at the School, Mrs. P. D. Harris, wife of the Postmaster at Oneida, and Henry W. Smith, Oneida School carpenter, also two brothers named Powless, the two latter being referred to by Mr. Hammitt on page 3 of Exhibit "A", as having painted the roof of the Superintendent's cottage. These two brothers left Oneida some months ago, and their whereabouts being unknown to the people of that locality, I was unable to ascertain the truth of Mr. Hammitt's statements regarding as to what they told him concerning Superintendent Hart and Miss Pope. However, I met and interrogated all other persons whose names were mentioned in connection with the matter, securing affidavits covering this and certain other questions from E. H. Krueger (Exhibit "B"), Laura D. Harris (Exhibit "C") and Henry W. Smith (Exhibit "D"), none of which affidavits corroborated Mr. Hammitt's hear-say remarks to any great extent. Henry W. Smith, in his affidavit, (Exhibit "D") states that he never made the remark regarding Miss Pope as stated in Mr. Hammitt's affidavit, but Mrs. Elsie M. Hammitt, in her affidavit (Exhibit "E"), corroborates the statement of

her husband as to the question of veracity between the complainant and the said Henry W. Smith.

The sworn statement of Lucy T. Hart, wife of Superintendent Hart, transmitted herewith (Exhibit "F"), explains the nature of the ailment for which Miss Pope had an operation performed in the month of February, 1909, and a copy of the certificate dated March 15, 1909, of P. S. Wiley, M.D., of Pon du Lac, Wisconsin, who performed the surgical work, above mentioned, is also herewith submitted (Exhibit "G").

From painstaking inquiry and thorough investigation on this matter involving the moral characters of Superintendent Hart and Miss Pope, and becoming convinced that the slanderous allegation was without foundation, simply gossip of scandal-mongers, I therefore did not mention the matter to Miss Pope, on account of the humiliation to which she necessarily would have been subjected, she being a lady of more than ordinary intelligence and refinement. Her home is at Topeka, Kansas. She has been nine years in the Onida School as teacher. Her brother is a Captain in the Engineer Corps, U.S.A., and she is held in high regard by all employees of the school.

The absurdity of the inferences of dishonesty or favoritism conveyed by Mr. Hammitt's statements regarding the sale of Nelson Antone's land is so clearly shown by the abstract of bids on the tract referred to, herewith transmitted (Exhibit "H") as to need no further explanation, the bid of J. J. Rasmussen being \$725.00 for the tract of land in question and that of W. S. Hager to whom it was sold being \$1,003.00, nearly \$11 per acre more than the bid of Mr. Rasmussen. I interrogated Dr. J. A. Powless referred to by Mr. Hammitt in connection with this allegation and his affidavit, transmitted herewith (Exhibit "I"), sets forth ^{the} fact that he knew nothing regarding this transaction other than what was told him by Mr. Rasmussen and which he had repeated to Mr. Hammitt. My interview with Dr. Powless was subsequent to my examination of the Oneida office records with reference to this land sale and after procuring Dr. Powless' statement with reference thereto I showed him the abstract of the sale of the Antone lands, transmitted herewith as Exhibit "H", heretofore mentioned, and he (Dr. Powless) expressed himself as very much pleased to know that the transaction had been honestly conducted and in the interest of the Indian grantor. He also expressed himself as being surprised when he learned that John Wilcox was not even a bidder on Nelson Antone's land, as had been told him by the said J. J. Rasmussen, which would appear to

have been made for the purpose of injuring Superintendent Hart with the Oneida Indians.

Regarding the estate of the Indian, Martin Denny, referred to by Mr. Harwitt in his charges against Superintendent Hart, I interrogated Peter Huff and Millard Denny, respectively, who were the interpreters in that transaction, and their joint affidavit, transmitted herewith (Exhibit "J"), together with affidavits of Financial Clerk Krueger (Exhibit "B") and of Superintendent Hart (Exhibit "R") show that nothing improper was done by Superintendent Hart in the transaction referred to and that the only part he took in the matter was to advise Mr. Denny relative to the provision of the deed that he was executing to P. W. Silverwood for his patented land. The said Martin Denny is now deceased and certain mortgages given on the land by him, previous to his execution of the deed to P. W. Silverwood has produced complications, but for which Superintendent Hart is in no way responsible.

Mr. Harwitt's charge on page 4 of his complaint that Superintendent Hart invariably asks Indians who make application to sell their land to state the price they want for it and that bids are always just what the Indian owners had stated they were willing to accept is not borne out by the facts and disproven by the records of the land sales of the Oneida Superintendency, which records together with

the affidavit of Joel House, night watchman at the Oneida School, whose name was given by Mr. Hammitt as his authority for this assertion, shows the absurdity of the allegation, the above mentioned affidavit of Joel House, transmitted herewith, (Exhibit "K"), showing that he never made any remark to Mr. Hammitt regarding the sale of the Indian lands and that he knows nothing of such sales, except what Mr. Hammitt told him.

The statement of Mr. Hammitt regarding Superintendent Hart having one cow, one heifer, yearling, and one calf in the school herd is corroborated by Jesse Cornelius, Assistant at the Oneida School, in his affidavit, transmitted herewith (Exhibit "L"), and the same was admitted by Superintendent Hart in his sworn statement, herewith transmitted (Exhibit "R"), wherein, he testifies that the said cow was bought by him and kept for a time at his own expense and that with two of her progeny have not been heretofore carried on the property return of the superintendency, but that he has directed that this cow and any other omitted stock be placed on the property return. While inspecting the Oneida school herd, the cow, yearling heifer and calf referred to were pointed out to me and I directed that they be taken up on Abstract "C", for the 3rd quarter, 1911, and the entry was thus immediately made, so that the animals referred to are included in the list.

of animals belonging at the Orinda School as given in my report on that school under date of the 6th instant.

As to the charge of Mr. Hammitt regarding financial Clerk Krueger keeping a horse at the agency barn every week day from 8:00 a.m. to 5:00 p.m., the same was admitted by both Superintendent Hart and Mr. Krueger and the reasons therefor are fully set forth in Mr. Krueger's affidavit, herewith (Exhibit "B") and in the sworn statement of Superintendent Hart (Exhibit "R"). I directed that the keeping of this horse in the agency barn be discontinued until departmental authority for same was obtained and suggested to Superintendent Hart that he submit the proper application to the department for such authority.

The matter of the two pigs referred to by Mr. Hammitt as belonging to Clerk Krueger, which were raised and fed at the school, and which were sold last February for \$14, is fully explained by Mr. Krueger, in his affidavit, and also covered by Superintendent Hart's statement regarding the matter. Their statements regarding these pigs were verified by my further inquiry into the matter.

Regarding the costs taken from the school commissary by Mr. Krueger as charged by Mr. Hammitt and corroborated by Jesse Cornelius, I transmit herewith affidavit of Elias

Denny (Exhibit "H"), from whom Mr. Krueger purchased the oats in the fall of 1909 and who delivered them to Mr. Krueger at the Oneida School, putting them into the bin of the school warehouse, and Mr. Krueger in his affidavit (Exhibit "B") explains the transaction very fully, which from my investigation, I believe to be the facts in the case.

Mr. Hammitt further charges that Superintendent Hart as Manager of the school mess uses vegetables raised in the school garden, also milk from the dairy herd of the school, all employees of the school sharing in such privilege and that he (Mr. Hammitt) also participates in the privilege without payment therefor; also, that Financial Clerk Krueger who lives outside of the school grounds proper received a wagon-load of hard coal in the fall of 1909 from the Oneida school supply, which load of coal would approximate 2½ tons. With reference to these charges, which are admitted by both Superintendent Hart and Financial Clerk Krueger, in their respective affidavits herewith, I directed their attention to Sections 285 and 295, respectively, Rules of 1904 for Indian Schools, the former prohibiting "the use of vegetables, milk, eggs, fruit, etc., produced on the school farm by the employees mess, except on paying for such articles at current market rates and that the above-named articles must not be sold if required for use on the pupils' table," and the latter [Section 295] prohibiting the furnishing of fuel and light to the Superintendent or

any employee furnished with a dwelling separate from the main school buildings. The Superintendent and all employees of the Oneida School occupy quarters in buildings that are heated and lighted from the heating and lighting systems of the school, except Financial Clerk Krueger, who lives nearly a mile from the school and T. M. Harritt, engineer, who occupies a detached cottage within the school grounds, but, which is not connected with the heating system, and in consequence of which, he is furnished with fuel from the school supply, which a strict interpretation of Section 295 of said school rules would not permit.

The allegation of Mr. Harritt regarding the Indian woman Cassie Denny having received a school shawl from some source and having sold it to another Indian woman named Mrs. Jones Hill was not substantiated; but, on the contrary fully disproven by the affidavits of the said Cassie Denny and Mrs. Jones Hill (Exhibits "H" and "I"), respectively, as well as by the affidavit of Mrs. Laura D. Harris, to whom as stated by Mr. Harritt, Cassie Denny offered to sell her shawl, Mrs. Harris stating in her affidavit (Exhibit "C") that Cassie Denny did not offer to sell the shawl to her, but that Mrs. Jones Hill told her that she (Mrs. Hill) had bought the shawl from Cassie Denny. This Mrs. Harris bears the reputation of being inclined to gossip and

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The charge made by Mr. Hammitt that Superintendent Hart has on three separate occasions used profane language when addressing him, is denied by Superintendent Hart in the sworn statement, herewith (Exhibit "R"), wherein he states:

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Very respectfully,

Your obedient servant,

(Sgd) James W. Langhlin
Inspector.

19 Enclosures: