

BEFORE THE INDIAN CLAIMS COMMISSION

CADDO TRIBE OF OKLAHOMA, et al.,)	
)	
Plaintiff,)	
)	
v.)	Docket No. 226
)	(1835 Treaty)
THE UNITED STATES OF AMERICA,)	
)	
Defendant.)	

Decided: August 4, 1977

ADDITIONAL FINDINGS OF FACT

Based on the evidence of record in this docket, the Commission makes the following findings of fact which are supplemental to the previously made findings of fact numbered 1 through 12, at 4 Ind. Cl. Comm. 201 (1956), and 13 through 36, at 8 Ind. Cl. Comm. 354 (1960), and 37 through 49, at 9 Ind. Cl. Comm. 557 (1961), as amended, 19 Ind. Cl. Comm. 385 (1968), and 50 through 63 at 35 Ind. Cl. Comm. 321 (1975):

64. Early in 1835, the Caddo Tribe was greatly diminished in size from its former numbers, and faced continually increasing pressures owing to intrusion of white settlers into its tribal lands, attacks from other Indian tribes displaced by white advancement, and depletion of game. Aware of its own weakness in the face of these pressures, plaintiff entered into negotiations with defendant for the cession of its lands. In these negotiations, plaintiff was without the benefit of an Indian agent. Its former agent, Jehiel Brooks, had recently resigned. He reappeared, however, as defendant's treaty commissioner handling the

negotiations for the cession of plaintiff's lands. (See finding No. 10, 4 Ind. Cl. Comm., supra, at 210.) The negotiations culminated in the Treaty of July 1, 1835, 7 Stat. 470, by which plaintiff (relying on the representations made to them by Mr. Brooks) ceded 636,321 acres to the United States for \$80,000 in money and goods. Mr. Brooks was subsequently charged with improper conduct in the negotiation and signing of the 1835 treaty. The evidence of Mr. Brooks' dealings with plaintiff, as brought out in Congressional investigations, is supportive of the conclusion that in the interest of personal gain,^{*/} he encouraged the Caddo to conclude a disadvantageous treaty by insinuating that they had no choice but to accept the terms defendant offered. (Pl. Ex. 78.)

65. The 1835 treaty provided that the Caddo would remove themselves from the United States permanently, at their own expense (see finding No. 37, 9 Ind. Cl. Comm. 557). Plaintiff intended to migrate into the Mexican province of Texas, but the move was delayed by fighting between forces of the Mexican government and revolutionaries, mostly recent United States citizens, attempting to establish a republic in Texas. Knowing the Caddo intent to move to Texas, revolutionary forces subjected the plaintiff to attacks within the United States to compel them to surrender their firearms. No action was taken by the United States to compel the Texas revolutionary forces to recognize United States boundaries, or to protect the Indians. (Pl. Ex. 78.)

^{*/} It appears that Brooks included in the negotiations provisions for a secret reserve of 34,500 prime acres for a half-breed, which he subsequently bought from the half-breed for \$6,000, a small fraction of its market value.

66. In 1855, the Caddo, along with various other Texas Indians, began to move onto and colonize the Brazos reserve (see finding No. 40, 9 Ind. Cl. Comm., supra, at 558). The Indians built homes and schools, subjugated the land for farming, raised cattle, and generally lived quietly and productively. The amount of land for crops proved insufficient to make the Indians self-supporting. Indians were given the privilege of hunting within a ten mile radius outside the boundaries of the reserve. Wild game, however, was steadily becoming scarcer because of the press of white settlements. As a result, Indians often exceeded the ten mile limit in their search for game.

The pre-existing animosity of Texas whites toward the Indians was not reduced by the placement of the Indians upon the reserves. Reservation Indians on the hunt were harrassed. Indians' fields were often set afire, and there were attacks upon their homes within the reserve. The general hostility of the whites in the vicinity of the reserve made survival for an Indian questionable.

During the forced trek of the Indians to the Washita River in Oklahoma, following the 1859 massacre of Indians (see finding No. 40, supra), the Indians suffered a loss of over half their stock and possessions. In the early years of their residency upon the Wichita Reservation (see finding No. 42, ibid. at 559), the Texas tribes continued to be molested by raids--both from hostile Indians, and from groups of Texans seeking retribution for what they believed were injuries caused by these tribes. (Def. Ex. 41.)

67. During the history of their dealings with the United States, the plaintiff Indians have been peaceful, and have placed their reliance on the United States to find a viable place for them so that they might live harmoniously with white society.

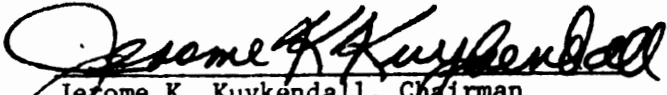
68. Defendant's accounting report shows disbursements aggregating \$5,398,150.99, made under other than treaty appropriations, i.e., gratuitously, for plaintiff Indians and plaintiff Indians jointly with other Indians, during the period July 1, 1835, through June 30, 1956. There were 13 separate accounts encompassed within the report. For each account in which the plaintiff Indians shared the expenditures with other Indians, the expenditures were allocated to the Caddo according to their proportion of the total recipient population. The various accounts reflected expenditures for different agencies, and for specified time periods or purposes. For example, the account shown in the accounting report as section E shows expenditures for "Settling, Concentrating, and Subsisting the Indians in the State of Texas," during the fiscal years 1855 to 1859; the account in section H was for the Wichita agency during fiscal years 1860 to 1879; the account in section L shows disbursements at the Kiowa agency from 1878 to 1947. The total alleged expenditures for plaintiff's benefit through 1902 amounted to \$603,612.64. The amount claimed expended by defendant for plaintiff's benefit between 1903 and 1956 was \$21,005.17. Gratuitous expenditures claimed by defendant for plaintiff were in the total amount of \$624,617.81.

Of these expenditures, \$512,171.94 were used for provisions, \$13,354.14 were for clothing, and an additional \$14,999.99 were for transportation of provisions and clothing. Thus some 87 percent of defendant's claimed gratuitous expenditures were for provisions and clothing.

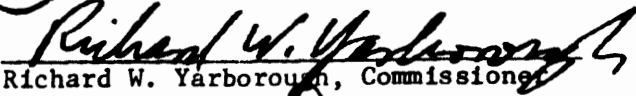
Conclusion


69. Upon consideration of the entire course of dealings and accounts between the United States and plaintiff as set forth in the findings of fact 1 through 68 in this docket, and for the reasons expressed in the accompanying opinion, the Commission concludes that good conscience, as that term is used in section 2 of the Indian Claims Commission Act, 60 Stat. 1049, 1050, does not warrant the allowance of any of the offsets claimed by defendant.


The Commission therefore concludes that plaintiff may be awarded a net judgment in the case at bar of \$383,475.55, this sum being in full satisfaction of the land claims in Docket 226 arising under the 1835 treaty.


Jerome K. Kuykendall, Chairman


John T. Vance, Commissioner


Richard W. Yarborough, Commissioner


Margaret A. Pierce, Commissioner


Brantley Blue, Commissioner