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The "Broken Reed of a Staff":

the Pawnee Agency, Pawnees, and

Agent W. De Puy, 1861-1862

by R. Paul Collister October 24, 2023 In January 1863 Henry W. De Puy published an open letter to the President. Through the previous year De Puy's administration at the Pawnee Agency at Genoa, Nebraska Territory (N.T.), had been wrecked and he had been accused of stealing from the Pawnees and his own employees. The Indian Commissioner's Office had turned him out of office without a hearing. Even President Lincoln had not seen fit to intervene on the agent's behalf in a department of the President's own executive branch. De Puy did not want his old job back. He seems to have been sincere in his desire only to have his legitimacy as a governmental officer fully vindicated.

The administration of Indian affairs at the agency level presents contradictions that prevent clear generalizations. The role of the agent varied, depending both on the time and the native people in question. Agents were sometimes diplomats trying to exert some influence over a people yet politically independent. With other peoples, or at another time with the same given people, the agent might be an authority figure in this own right. In this latter case, the agent to one degree or another replaced the traditional authorities of a native people that by then was dependent on the protection or largess of the United States government. In any case, the agent had broad responsibilities to keep his charges at peace, see to their general welfare, provide any services promised to them by treaty, and pursue some program of assimilation to 19<sup>th</sup>-century Anglo-American civilization.<sup>2</sup>

By the mid-1800s the Indian service was becoming notorious for patronage and corruption. A confusing situation arose in which good officers might be accused of being scoundrels by those who themselves sought economic or political gain. At both the administrative level of the local agent and that of a superintendency, officers received uncertain support from the so-called Indian Office (more properly the Office of Indian Affairs) at Washington. Money, supplies, military support, and even official forms for administrative paper work often failed to come as needed or expected.<sup>3</sup> Then there were agents who might come under suspicion for good reason.<sup>4</sup> Further, the agent, an employee of the

Department of the Interior, might come in conflict with the military.<sup>5</sup> Then in the early 1860s the Civil War brought much added stress.<sup>6</sup>

This account of Henry De Puy's time with the Pawnees will hopefully serve as a useful case study of local Indian service administration during the Civil War years. This paper is also intended to be a useful account of a year of Pawnee struggles. This will be their story as well.

### **BEGINNINGS**

The Pawnees of the Caddoan language family were more properly viewed as a confederacy than as a "tribe" (though "tribe" will ordinarily be used in this paper), and their precise origins remain an insoluble mystery. The best guesses seem to be that the Pawnees and other village farmers of the Central Plains and the Middle Missouri Valley carried out and developed cultural patterns that had spread from the Eastern Woodlands 1000-1500 years ago. Horticultural village life had entered the Great Plains by the very watercourses that made such village life possible in the first place in a harsh, marginal environment.<sup>7</sup>

The Pawnees' presence in their historic Nebraska homeland has been traced to the period of recovery during the 16<sup>th</sup> and 17<sup>th</sup> centuries that followed a long, devastating drought. Archaeologists suspect but have been unable to confirm that ancestors of the Pawnee may have been in the region centuries earlier.<sup>8</sup> The Pawnees seem to have been a noted, powerful people who, though comparatively remote, settled through the 18<sup>th</sup> century into a trading network that eventually centered on the new town of St. Louis.<sup>9</sup>

Still powerful and self-confident at the beginning of the 19<sup>th</sup> century, disaster followed disaster for the Pawnees through the first half of that century. The poverty due to game depletion that had earlier afflicted peoples closer to the Missouri River trade corridor overtook the Pawnees by the 1830s. Epidemics that had begun in the previous century continued. In the 1830s and 1840s a weakened people felt the weight of Lakota military expansion at the same time that Anglo-American migration to the Pacific coast brought more disruption and epidemics. By mid-century the Pawnees were a desperate and humbled people living on the far eastern border of their traditional village core area with the Platte serving as a barrier against Lakota marauders.<sup>10</sup> (This paper will usually use the name "Sioux". The Lakota division was the part of the Sioux nation that was usually expanding but the available accounts do not normally allow certain identification of the band affiliations of the Sioux attackers.)

Unfortunately, at this location on the south bank of the Platte, the Pawnees clung to land that they had ceded to the United States in 1833, which alone aroused American resentment. Their presence there also fostered frequent clashes with emigrants on the overland trails and with newly-arrived American neighbors after the creation of Nebraska Territory in 1854.<sup>11</sup>

Other pressures mounted. Through the 1850s jealousy flared between the Pawnees and the Oto-Missourias as they shared the same agent. Worse, the Pawnees complained that the Omahas had sold much Pawnee land to the United States in the land cession in their 1854 treaty. Additionally, benefits that the Pawnees had received from their previous treaties with the United States had expired. Pawnee leaders knew that land prices had gone up since the last Pawnee land cession in 1848.<sup>12</sup>

Negotiations in 1857 at last brought some resolution. The new 1857 treaty gave the Pawnees a new schedule of annuities and various other financial benefits. The new reserve was to include farmers, artisans, and teachers to instruct the Pawnees in the "arts of civilized life". The government promised the Pawnees military protection. The tribe had agreed to return to the lower Loup drainage

from which the Sioux had driven them in the 1840s. <sup>13</sup> Apart from the treaty, the Pawnees were uncoupled from the Oto-Missourias and finally received their own agent in 1859. <sup>14</sup>

At the 1857 negotiations the Pawnee leaders expressed concern about their tribe's mixed-blood members ("half-breeds"). Article IX of the 1857 treaty stipulated that those mixed-blood Pawnees who chose to remain with the tribe were to receive equal privileges with other Pawnees. But sixteen mixed-blood Pawnees, listed by name in Article IX, had "chosen to follow the pursuits of civilized life, and to reside among the whites". Article IX of the 1857 treaty provided for them land scrip for 160 acres each, to be collected at United States land offices. The prospective recipients had to apply for the scrip within five years of the date on which the 1857 treaty had been negotiated. 15

In May 1859 the General Land Office added other requirements to the provisions of Article IX.

The scrip would be valued at \$1.25 per acre, the price set under the Pre-Emption Act of 1841. If a recipient wished to locate on land that was valued at higher than that minimum he or she would have to pay the difference in cash. The directive laid this out among other further regulations concerning locating the land claims of these mixed-blood Pawnees. 16

Administration of these provisions suffered from delays and confusion. Baptiste Bayhylle and two relatives early filed on three sections of land along the Platte River in northeast Calhoun (now Saunders) County immediately adjacent to the existing Pawnee villages in the lower Platte Valley. There, two alleged town companies challenged the Bayhylles. But the Indian Office only forwarded the Article IX scrip to all sixteen applicants on July 23, 1859.<sup>17</sup>

This was just in time for the violence and disruption of the so-called Pawnee War and the subsequent removal to the new Pawnee agency in the lower Loup drainage. Rather than becoming landed farmers on the Anglo-American model, Baptiste Bayhylle and Frank Dettie each appeared as "Hunter" for their occupations on the 1860 Platte County census and each as "Interpreter" on the Pawnee Reservation roll.

There is no record that the entitlements of Article IX of the 1857 treaty did any other of these people any good. Most of them drop from the record, perhaps having maintained their tribal relation and not being prominent figures. Charles and Catherine Pappan seem to have associated themselves with the Poncas while some question arose whether Henry Geta really existed. Baptiste Bayhylle was to exercise decades of leadership in Pawnee affairs. Frank Dettie died in a Sioux raid in August 1862.

Otherwise, the so-called "half-breeds" receive sporadic mention in the agency correspondence, almost always without being named. Much of their land scrip may have been "assigned" or in some other way sold to white neighbors or speculators. We will see later that this was to happen to the "certificates of indebtedness" that Agent De Puy was to issue to his employees. This aspect of "civilization" misfired early<sup>18</sup>

Delays dogged the general establishment of the new Loup Valley reservation. Though the Senate ratified the 1857 treaty in early 1858 and a surveyor was quickly engaged, it was not until late September 1859 that the new Pawnee agent, J. L. Gillis, arrived to give the exasperated surveyor the starting point from which to lay out the reservation's boundaries.<sup>19</sup>

Meanwhile a colony of Mormons had founded the town of Genoa near the mouth of Beaver Creek where the creek empties into the Loup River from the west. Perhaps Pawnee land indeed had been sold as part of the Omahas' 1854 land cession because no one clearly knew the western limits of the land claimed by the Omahas. Still, an 1853 map and also an 1856 statement to the Indian Office by longtime teacher and interpreter among the Pawnees, Samuel Allis would have put lower Beaver Creek on Pawnee land. But the Genoa Mormons had settled on lower Beaver Creek with assurances that native land title had been cleared for the location. Even then Oto-Missouria/Pawnee Agent W.W. Dennison admitted this to the Indian Office after nonetheless telling the Genoa settlers to move. He recommended compensation for those people who had entered that area in good faith. Whatever the case may have been, federal negotiators in 1857 declared the Mormons to be on Pawnee land. The

1857 Pawnee treaty considered Pawnee land to extend east to the mouth of Beaver Creek, with the eastern limit of the new reserve being drawn north from there. The Pawnees wanted the Genoa site for their new agency, and federal officals refused to draw the eastern limit even a little farther west to spare the Genoa settlement.<sup>20</sup>

The desire to be as far as possible from Sioux raiders probably in part prompted the Pawnee chiefs to choose the site of Genoa to be their new home. Genoa stood near the southeasternmost point on the remaining Pawnee lands. The large fields broken by the Mormon colony may have also influenced the chiefs' decision. The Pawnees had valued the fields broken for them probably in the 1840s. Also, at least some Pawnees in March 1859 had asked Agent W.W. Dennison, whom they then shared with the Oto-Missourias, for the broken land at Genoa. Thus in Fall 1859, the Genoa colony relocated to the banks of the Loup. The Pawnees and their new agency then replaced them on Beaver Creek after near war between the Pawnees and Nebraska settlers the previous summer.<sup>21</sup>

The administration of the first Pawnee agent, J. L. Gillis, was necessarily enmeshed in the difficulties of creating an entirely new establishment. A service center and vehicle for Pawnee "civilization" had to be created on a site now abandoned except for a few derelict structures left behind by the Genoa Mormons and bought by the agent.

Whatever his personal character, Gillis seems to have gone to considerable trouble to make those beginnings. Gillis brought mill equipment and millwrights from Pittsburgh, which he took on the same boat with him as he returned from a trip east. Gillis entered into contracts for a school and for making bricks from local clay.<sup>22</sup> At the same time depredation claims against the Pawnees plagued him, especially those arising from the disturbances of Summer 1859.<sup>23</sup>

Meanwhile the Pawnees had also been busy. The agency trader, William G. Hollins, reported by letter of May 4, 1860, that, since March 1, the Pawnees had built 207 earth lodges, each forty feet in diameter, and had planted at least 1000 acres.<sup>24</sup> Apparently this cultivation was taking place on the

large prairie fields that had been broken by the Mormon colony, part of the reason for the Pawnee interest in the Genoa site.<sup>25</sup> The cultivation of such fields was in itself a major change in Pawnee horticulture, but the Pawnee may have maintained the traditional small patches on the broad plowed fields.<sup>26</sup>

But the problem of military security resumed at least by the end of that first winter at Genoa. In Spring 1860 a series of attacks by the Sioux and their allies began to threaten the safety and property of everyone at the Pawnee villages and agency. A garrison of troops from Ft. Kearney proved only a partial solution through 1860 and into 1861. Attempts to mediate peace between the Pawnees and their enemies predictably accomplished little.<sup>27</sup>

At the same time the effort to build up the agency did not go smoothly. The contractor who had agreed to build the school withdrew perhaps in part due to the uncertain supply of bricks. Personal and political quarrels may have interfered with the manufacture and delivery of the bricks.<sup>28</sup> Finally Gillis himself was removed and was charged with misuse of funds, maybe as much due to the change of national administrations as any other factor.<sup>29</sup>

# A NEW ADMINISTRATION AND THE NEIGHBORHOOD

Gillis's successor, Henry W. De Puy, was a prominent Republican politician in Nebraska Territory of wide and varied experience. Born in New York in 1820, he is said to have served as the private secretary of Horatio Seymour, Governor of New York from 1853 to 1854. De Puy had thus been closely associated with a major figure in national Democratic politics. De Puy also had some pretensions to historical scholarship.<sup>30</sup>

Henry and his wife, Elvira, also a native New York and ten years younger then Henry, had sojourned in Europe as late as the mid-1850s. The 1860 census count for Nebraska Territory listed the couple as having a four-year-old daughter, Esther, who had been born at "Frankfort on the Main". This little girl never shows up in the agency correspondence.

Obviously the De Puys were in Nebraska Territory by the late 1850s. Despite his earlier association with a nationally known Democratic politician, Henry De Puy quickly became a leader among Nebraska Republicans. Though listed in the 1860 census as a farmer living at Fontenelle in Nebraska Territory's Washington County, De Puy spent much of his time as a Republican delegate in the territorial legislature. In November 1858 De Puy served in the territorial House of Representatives. There, he introduced the strange bill that created on paper Merrick County with its county seat at Elvira. The new county and county seat together bore Mrs. De Puy's maiden name, Elvira Merrick. The future agent's first contact with the Pawnees was probably the plundering of his house in Summer 1859 with losses valued at over \$100.33

In September 1860, Washington County Republicans nominated Henry De Puy as one of two of their candidates for the territorial House of Representatives. In December 1858 the House elected De Puy to be Speaker.<sup>34</sup>

A territorial Republican factional dispute may explain much of De Puy's later troubles at Genoa. The Omaha Nebraskian noted that the nomination of Henry De Puy and Giles Mead for the territorial House and J. A. Unthank for the Council by the Washington County Republicans had represented a victory in that county for Gen. John M. Thayer's faction of Republicans over that loyal to Samuel G. Daily. In June 1861, shortly after DePuy had arrived at Genoa, the Nebraska City News alleged that a clique of presumably Republican politicians led by Samuel Daily had already targeted De Puy, among other office holders in the territory for removal. Ominously for the Indian service, those other

threatened officials included the Omaha, Oto-Missouria, and Ponca agents as well as the Pawnee agent.<sup>36</sup>

Having been appointed on April 29, Henry W. De Puy probably arrived around the first of June 1861<sup>37</sup> at an agency whose administration had been stuck in an uncertain transition for the previous few months. From the standpoint probably of both the Pawnees and agency personnel, the previous agent had basically disappeared without explanation. He was apparently removed while he was in Washington to defend his accounts.<sup>38</sup>

Weeks had passed without word concerning Gillis's replacement. During this interim, John Black, <sup>39</sup> whom Gillis had hired the previous year as a special agent to investigate the many pending depredation claims against the Pawnees, seems to have remained as acting agent. Letters to the <a href="Nebraskian">Nebraskian</a> and the Indian Office indicate that Black and the authorized agency trader, William G. Hollins, together oversaw affairs at the Agency. <sup>40</sup>

The agency that De Puy took over may have been "remote" in the sense of being on the interface of two social and ecological orders, but it was not isolated. The Pawnees and their agency existed as part of a restless, composite settlement.

The displaced Mormons had rebuilt Genoa on the banks of the Loup River, and much of the Mormon leadership seems to have remained after the relocation. The Genoa Mormons ran a thriving ferry business through the 1860 emigration season and seem to have reopened it in Spring 1861. In 1860 Genoa also had a post office that served at least 75 to 80 households, a surprising prominence for this recently relocated village. Strangely, considering Genoa's early connections with the Pawnee agency, the agency itself was assigned to the Monroe post office in 1860. De Puy was to use the Columbus post office. Members of the Genoa settlement remained close enough to observe events at the Pawnee agency.<sup>41</sup>

Probably at the time of their expulsion from Genoa, a faction had broken away from the Mormon colony and moved to Florence, N.T., and Omaha. At least by January 1860 several of them revived the condemnations of Gillis's treatment of the Genoa Mormons that the Nebraska Republican (Omaha) had made the previous fall against that appointee of the Democratic Buchanan Administration. The remaining Genoa Mormons in September 1859 had denied the accusations in a letter to the Democratic Omaha Nebraskian and defended Gillis.<sup>42</sup> The Pawnee agency was already entangled in partisan politics.

Whatever the fate of the Mormon colony due to Pawnee arrival, the Pawnee presence at the Genoa site actually benefited others in the area. One observer saw the Pawnees as the main source of income for local white farmers. At least some locals traded considerable produce to the Pawnees who somehow seemed to have much good currency to give in exchange. One grocer thrived just off the reservation. In the spring, Pawnees, by that time of year desperate for provisions, traded off horses. Maintaining devious but possibly strong, longstanding relationships with the Pawnees stood a settlement of traders, a cluster of huts called "Zig-Zag".

Finally, despite settlers' complaints and many depredation claims, the Pawnees and the Anglo-American settlers of Columbus, Monroe, and adjacent areas to some degree depended on each other for military security. At least in Summer 1861 the frontier settler population valued the Pawnee villages as a military barrier between them and Sioux raiders. Local settlers feared that, instigated by Confederate agents, the Sioux would strike them but for the presence of the Sioux' traditional enemy. At the same time, the new Anglo-American settlements, especially Columbus, served as a refuge from those same Sioux for many Pawnees who were unable to accompany the rest of the tribe on the communal buffalo hunts. Relatively distant Omaha may also have hosted such "stay-at-homes". Additionally, Pawnees made many other more routine trips among the newcomers' settlements. Pawnees frequently visted Omaha and Nebraska City during this period, to the exasperation of many residents.

#### **CONDITIONS AND DANGERS**

When the new agent arrived, the agency continued in the raw, nascent state in which the former agent had left it. But evaluation of the agency and its situation may have depended on the politics of the observers. During Agent Gillis's administration a few letters and an editorial in what were probably Democratic-leaning papers heaped praise on the appointee of Democratic President Buchanan. Any negative comments made by the new Republican appointee, Henry De Puy, would have been expected given the change of parties and Presidential administrations. However, other accounts and testimony tend to sustain the new agent's description of a shabby, continually imperiled establishment. De Puy's later remarks concerning the trading away of robes and the number of Pawnee guns found in traders' hands indeed suggest abject Pawnee poverty through Spring 1861. This poverty persisted despite Gillis's efforts and any successes of the agency farm. Also, winter conditions had killed off much of the Pawnee horse herds.

Historian and geographer Dr. David Wishart has already fully laid out the arrangement of the agency and Pawnee villages as reported by Agent De Puy in his July 30, 1861, letter to the Indian Office. <sup>49</sup> It perhaps suffices to say here that the Pawnee agency itself largely consisted of roughly-hewn, unpainted cottonwood buildings left behind by the Genoa Mormons that sat in varying degrees of disrepair on the north side of Beaver Creek. These dilapidated buildings included the agent's house, a few workshops, a farmhouse, corrals and grain crib, and trader's buildings. The trader's warehouse had been the Mormon schoolhouse that Agent Gillis had forbidden the Mormons to carry away. Gillis

had bought the houses at the agency from the Mormons at \$40-\$75 each. De Puy himself had recently bought a ruined house from one of the Mormons for seven bushels of corn for use as a blacksmith shop. A family of mixed-blood Pawnees inhabited another ruined house. De Puy wrote that the grist and saw mill, which had reportedly been doing a thriving business, 50 nonetheless needed considerable work to protect its equipment and fixtures. Some of the brickwork covering the boiler had already fallen away.

The 1860 U. S. Census had indicated that some unrelated agency employees then shared some of the available housing at the agency. In 1861 Agent De Puy reported that most of the hands at the agency had found housing at the nearby relocated Mormon village of Genoa for lack of adequate housing at the agency itself.<sup>51</sup>

Agent Gillis had probably counted the Pawnees at the Genoa agency in 1860. They do not appear at all on the Census, but Agent De Puy gave 1860 statistics that numbered the "Grands" or "Chouees" (Chawi) at 903, the "Tappahs" or "Pe-te-hou-erats" (Pitahawirata) at 561, the "Republicans" or "Kit-ke-ha-kes" (Kitkahahki) at 784. These were the "South Bands". The "Loups" or "Skedees" (Skiri) stood at 1166. The whole confederacy or tribe thus consisted of 3414 people. The agent believed the majority to be female. In his 1861 report De Puy estimated that the Pawnees lived in about 200 circular earth lodges, usually fifty to sixty feet in diameter.<sup>52</sup>

These lodges formed a composite settlement of three villages on the south side of Beaver Creek opposite the agency buildings. The smallest of the three villages was tucked into a northern bend of the creek. A second larger village stood about a mile to the southwest of that smallest village. About one and two-thirds miles directly east of this second village the third and largest village completed the triangle on a line running about two miles southeast from the smallest northern village. De Puy's report offers no band affiliations for any of the villages. Dr. Wishart may well be right in ascribing the two smaller villages to the Skiri, with the three South Bands concentrated in the largest southeastern village.

broken sod wall protected these villages on the south while Beaver Creek and the agency would have provided some cover on the north. The Pawnees' sod wall curved around the southeastern flank of that largest southeastern village, ran in a straight line to the southwest village, and wrapped around that southwestern village's southwestern flank. A spur curved out from the main wall to shield the southwestern flank of the large southeastern village.<sup>53</sup>

As mentioned, the Pawnees had had some experience with large plowed fields, probably in the 1840s, but not since. The Pawnees began a new experiment with broad plowed fields at Genoa. Pawnee women and girls no longer had to travel every day miles from the relative security of the villages to till small irregular plots along creeks and up ravines. Of the 1000 acres of open fields that were cultivated at the Genoa agency De Puy estimated that 775-800 acres had been broken by the Mormons and another 100 had been broken by agency employees with their teams.. The Pawnee women had broken another 100 or more acres with their hoes. Of this total acreage the Pawnees cultivated 825 acres and agency employees the remaining 175. These fields, divided between the Pawnees and the agency, lay immediately adjacent the Pawnee villages and agency buildings, the whole establishment straddling Beaver Creek. These new open fields provided Pawnee women and girls with much more convenience and security but would also expose growing crops more to the extremes of the Plains climate than had the former small, more sheltered patches. Pawnee leaders probably still divided these large plowed fields among the Pawnee women as small patches.<sup>54</sup>

Agent De Puy in 1861 disparaged Pawnee horticulture, saying that the Pawnees could not get more than 20 bushels of corn per acre with their traditional methods. In 1835 Upper Missouri Agent John Dougherty had given figures suggesting Pawnee corn yields closer to 30 bushels of corn per acre. Even the 20 bushels per acre estimated by De Puy was not so bad by 19<sup>th</sup> century standards. Department of Agriculture statistics indicated an average national corn yield per acre of 25.6 bushels for the ten harvests beginning with that of 1866. Nebraska farmers averaged 31.1 bushels of corn per

The other danger, obviously

acre during the same period.<sup>55</sup> Perhaps De Puy's main gripe was the old complaint of Indian Office policy-makers that the Pawnees did not stay home all year like Anglo-American farmers to devote themselves full time to the cultivation of crops and other work.<sup>56</sup>

Upon his arrival at Genoa the new agent faced two grave dangers. Both of them lingered from the transitional period of the previous spring.

Continuing intertribal warfare brought to the Pawnees a threat that both they and the neighboring settlers dreaded at least as much as Sioux raids. Pawnee war parties had been ranging over a wide area south of the Platte and west of the Big Blue Valley through much of Spring 1861. This Pawnee presence had made settlers north and west of present Crete and Milford, NE, fear for their livestock.<sup>57</sup>

More seriously, Pawnee warriors had been stalking Sioux and Cheyenne bands reportedly afflicted with small pox.<sup>58</sup>

The commanding officer at Ft. Kearney had sent the first alarm to the agency trader, William G. Hollins, at the beginning of April 1861.<sup>59</sup> By mid-April alerts concerning the Pawnees and small pox had reached Omaha and Nebraska City. On April 19 the mayor of Omaha ordered the city marshal to expel all Pawnees from the city. Though the Daily Telegraph did not report the mayor's motive, the timing of the move suggests that it was in response to the new alarm.<sup>60</sup> At the Pawnee agency, William Hollins, acting in the absence of Agent Gillis, on April 2 recommended to the superintendent at St. Joseph, MO, Samuel Allis for the job of vaccinating those Pawnees born since the previous vaccination.<sup>61</sup>

related to the first one mentioned, was the renewal of enemy attacks as winter yielded and the grass started as forage for the attackers' horses. A major attempt to exterminate the Pawnees at their agency was expected through that spring of 1861. On April 25, Subagent Black, acting in Gillis's absence, had distributed 100 pounds of powder and 200 pounds of ball to the Pawnees. He acted as reports continued through the spring of a great concentration of hostile warriors forming to the west and

have been shoring up tribal alliances. A correspondent to an Omaha paper reported that a large Ponca delegation left the agency on March 18 after a week's stay with the Pawnees. Another observer reported the April 15 departure of Head Chief Piitareesaaru with 100 "braves and warriors" for the Yankton Sioux and the Poncas "with the calumet pipe". The day before, three travelers had warned of the gathering of 5000 Sioux, Cheyenne, and Arapaho warriors who were moving against the Pawnees. By late spring much of that earlier

military alarm had passed. Pawnee scouts probing the area north and northwest of the agency discovered lodge-trails of Sioux who seemed basically to be moving north toward the more upper reaches of the Missouri River. Another band moving down the Republican was also dismissed as a threat to the Pawnees. Nonetheless the general dread continued. Even if no major attack was expected for the moment, small Sioux raiding bands persisted in the countryside around the agency. Thus the danger of minor attacks and deadly violence remained ever present. Pawnee morale indeed may have been further shaken by assurances from some local whites that the Pawnees would never see any more payments from the government.

This continual Sioux presence joined the onset of the Civil War to heighten anxieties among the Pawnees' white neighbors. Through Spring 1861 the reduction of western garrisons due to the developing war in the East and frequent rumors of the presence of Confederate emissaries among western native peoples stoked fear across the Great Plains frontier. The appearance in local papers of what turned out to be a false report that the people of the town of Niobrara had attempted to block the passage of a boat bringing down troops from Ft. Randall reflects the general mood, as also the territorial governor's call to create local volunteer companies. 66

A couple of nervous local leaders from Columbus

visited newly-arrived Agent De Puy. Again, rumors were flying that Confederate agents were

prompting the Sioux not only to destroy the Pawnees but neighboring frontier communities. Nearby settlers feared that the Sioux would destroy the Pawnee agency and villages and then strike Columbus and the other Platte County settlements. One of De Puy's two visitors, John Ricky, later testified that, whatever the truth of the rumors, the Sioux did indeed haunt the area adjacent to the Pawnee villages, cutting off small groups of Pawnees and causing local whites to fear for their safety. The two visitors urged Agent De Puy to increase the force at the agency.<sup>67</sup>

Henry De Puy later wrote Ind. Comm. Dole that the Pawnees themselves in fact had considered abandoning the Genoa location and taking refuge among the Missouri River settlements. Upon arrival the new agent declared to the Pawnees that he had been sent to protect them and their property and that he would do so. He had then assessed the agency's security.

De Puy says nothing of Subagent Black's earlier distribution of powder and ball to the Pawnees. He describes an agency that was basically disarmed. De Puy found a Colt revolver and sixteen "Harpers Ferry" muskets at the agency. He wrote that the muskets actually belonged to the territorial government but had been receipted to the agency. As mentioned earlier, the Pawnees had traded away many of their guns despite the continual danger of attack. Supt. Harlan Branch at St. Joseph had no money to help and ammunition shipments were contraband.

The new agent began to gather firearms locally. He bought three revolvers, a repeating rifle, and several cartridges for those weapons. He went among the traders and bought back 100 guns at \$2 each that the Pawnees had sold to them. Agency employees brought their own firearms, which included some Sharps rifles. At some point, the agent arranged for a trader who dealt with the Sioux, W. B. Hill, to warn him of the departure of Brule war parties going against the Pawnees. De Puy admitted that he had neither the money nor the authorization for his purchases but that the situation required immediate action. He believed that the "Department" would ultimately pay for the arms.<sup>68</sup>

On or around June 25, 1861, a major Sioux attack on the Pawnees did finally come. De Puy reported that twenty-five Sioux were killed and only two Pawnees wounded. The death toll for the attackers amounted to at least five times the number killed during a running battle of the previous September. De Puy credited the long range of the employees' Sharps rifles for the result. Agency employees still constantly feared further attacks, but, though Sioux war parties invaded the agency compound later that summer, they appeared to desire only to assert their continued presence in the area. They did not offer to fight. Agency farmer and De Puy's father-in-law, Herman Merrick, recalled that a small number of warriors would approach the agency buildings while the others remained out of sight. <sup>69</sup>

The Pawnee agency apparently had become a dangerous place for the Sioux such as it had not been even when a garrison of soldiers had been stationed there. Then, both Agent Gillis and those soldiers on loan from Ft. Kearney had striven to warn the Pawnees' enemies away from their intended victims and mediate peace. Even the soldiers had tried to turn away the attackers nonviolently. In contrast, De Puy tells us that in June 1861 even agency employees engaged in the fight with particularly deadly firearms. The agent joined his father-in-law in noting the great caution with which the Sioux approached the agency that summer after the battle, even when the Pawnees themselves were away on their communal summer hunt.

Through June 1861, even as the Pawnees and their agency braced for Sioux attacks, life had moved on. Sometime during the first few weeks of June came the small pox vaccination that the agency trader had suggested the previous April. The former agent, J. L. Gillis, returned to the Genoa agency. Both he and the new agent witnessed the vaccination of over 400 Pawnee children and youth by Samuel Allis. This trusted, longtime friend of the Pawnees protected for a fee of \$100 those endangered Pawnees who had been born after the previous vaccination. He was to receive this

compensation only in May 1863 under De Puy's successor after appeals by both that new agent and De Puy over many months.<sup>71</sup>

Perhaps the very day before the Sioux attack of late June, Agent De Puy had distributed the annuity goods for 1861. On June 24 the agent gave out that portion of the Pawnees' annuities that was due in the form of goods. For whatever reason, Agent Gillis had established the practice at the Genoa agency of distributing the annuity goods in the summer. Several months later during the winter would come that portion of the Pawnees' annuities due in coin.<sup>72</sup>

When distributing the goods Agent De Puy continued an act of paternalism that his predecessor had begun. Agent Gillis had feared that if given in summer the Pawnees would sell off their blankets at inadequate prices and be left without needed covering with the return of cold weather. Reportedly the Pawnees had "clamored" for the release of those blankets through Summer 1860 but finally acknowledged the wisdom of having withheld them until the Pawnees had been able to procure new robes on the winter hunt. 73 Indeed, as noted, the Pawnees did barter away robes for provisions during the spring months of 1861. Accordingly, De Puy in Summer 1861 held back the annuity blankets until the onset of cold weather except for twenty-six pairs given to the chiefs, soldiers, and a few old men.

Probably around July 1, 1861, the Pawnees left their reserve for what was to be a harrowing summer hunt. Reflecting the poor crops of the previous season, Agent De Puy bought corn for the use of the Pawnees on their hunt from a Patrick McMurray of Platte County, who lived fifteen or sixteen miles from the agency. The agent in exchange gave McMurray the privilege of having his wheat ground at the agency mill the next fall. Despite the Sioux defeat of June 25 the Pawnees still did not feel secure at the agency. Those too old or sick to go on the communal hunt camped near Columbus for about two months. Reportedly, Agent De Puy sent provisions to that camp occasionally. To

The other Pawnees actually traveled a little east to cross the Platte at Shinn's Ferry. Shinn charged the Pawnees \$50 for passage. De Puy later settled that debt with \$50 worth of wood for a new ferryboat. Then the Pawnees, 3,000 to 4,000 strong, terrified a portion of an already tense Nebraska frontier. They camped in a body probably a short distance northwest of present Crete near the confluence of the Big Blue River and its West Fork. As mentioned earlier, what were probably mainly Pawnee war parties had been in the general area the previous spring following small pox-ridden Sioux and Cheyenne bands. Now in July, the whole tribe concentrated there, but at least one of the previous spring's complainants no longer feared their presence. A Victor Vifquain reported that this huge body of people had been peaceful and had proved to be no threat to either the settlers or their property. Vifquain thought that the Pawnees had merely brought their "squaws and papooses" among the white settlements for protection. The women and children secure, the men were attempting to break through the military barrier that their enemies had formed between them and the buffalo herds to the south. The would be settlements for the beautiful to the south.

The Pawnees' stay near the Big Blue in the Saline County area of Nebraska Territory must have been brief for another account indicates that the Pawnees had reached the Republican River by mid-July. There the Pawnees waited about ten days for the allied Oto-Missourias to join them for the hunt, nearing starvation as they waited. The Oto-Missourias finally arrived from their Blue River reservation and shared their small stock of provisions.

Around July 15 this combined hunting party started south for the buffalo herds, which were well into Kansas. The Pawnees and Oto-Missourias slaughtered and butchered a buffalo herd of seventy-five animals. On the "Saline Fork" the hunters slaughtered two buffalo herds of 120 animals each. These first three herds were apparently considered "small", but after their arrival on the Saline Fork (perhaps today's Saline River) this confederated hunting party suddenly found itself in the midst of all the buffalo that the hunters could possibly want.

Suddenly, within this plenty the hunting party was itself attacked by an estimated force of 7,000 to 10,000 allied Sioux, Kiowa, Cheyenne, Arapaho, and Comanche warriors. This huge body of warriors quickly engulfed the Pawnees, who could not have numbered more than 3400 men, women, and children altogether, while the Oto-Missourias remained free. The attackers surrounded the Pawnees as the Oto-Missourias wavered concerning what to do.

The Pawnees and Oto-Missourias had pledged mutual protection and four or five Pawnee runners immediately appealed for aid. The Pawnee runners reported that their head chief and leading brave had already died. But the Oto-Missourias held themselves aloof though a few warriors joined the Pawnees on their own. The Pawnees seemed to have no hope of escape, and their enemies reportedly were killing Pawnees "at their leisure". One of the Oto-Missouria warriors who had joined the fight reported seeing 30 dead among the Pawnees.

After watching this unfolding disaster for six hours the Oto-Missourias held a short council and decided to flee to their agency. They returned home by way of Ft. Riley in seven days. This much demoralized tribe arrrived home during the last days of July.

Meanwhile the Pawnee unexpectedly extricated themselves from their seemingly hopeless situation. A Pawnee runner reached the Oto-Missouria agency on August 9 to report that the Pawnees had retreated to the Little Blue with the estimated loss of 100 dead and many wounded out of 3400 people. The report of the death of the head chief proved false. Despite this latest mauling the Pawnees intended to return south as only starvation awaited them at Genoa if they broke off the hunt.<sup>78</sup>

As the Pawnees prepared to try again, at least a portion of the Pawnees' attackers reportedly had replaced the Pawnees in northern Kansas. There, these attackers fulfilled many of the worst fears of the Civil War era Great Plains frontier, preying on nearby white settlements.<sup>79</sup>

The Pawnees' agent apparently knew none of this. Despite the efforts of Agents Gillis and De Puy to provide physical security for the Pawnees at their agency, the Pawnees, perhaps like other reservation peoples, seemed to be on their own when they got any distance away from their agency. Both Agents Gillis and De Puy seemed to use part of the time that the Pawnees were on their communal summer hunts to leave their post to report to their superior at St. Joseph, MO, and even visit Washington. On August 7, about the time that the Pawnees were still struggling to have a successful hunt, Henry De Puy had stopped at Brownville, N. T., on his way down the Missouri to chat with Editor Robert Furnas of the Nebraska Advertiser. Thus he was entirely away from his agency. The report of the carnage on Kansas's buffalo ranges came from the Oto-Missouria agent, Major Baker, who only heard of it when he returned to his agency on August 9 from his own trip to St. Joseph. Even then he wrote of the disaster to Editor Furnas only as a private letter that was not meant for publication. Robert Furnas printed it anyway as part of his personal campaign during 1861 to stir up support for military preparedness on the frontier. De Puy does not seem to have reported any of this at all.

## **ADMINISTRATION**

But earlier in the summer with the main body of the Pawnees gone, Agent De Puy had continued his administration of a combined fort and service center with a motley agency staff. The account concerning the Sioux attack of June 25, 1861, indicates already the presence of a collection of employees, some of them well-armed at the time of the attack.

The agent certainly opened himself to the charge of nepotism with the hiring of his father-in-law, Herman Merrick, as agency farmer.<sup>82</sup> But several of De Puy's other employees had worked for Gillis, his predecessor.<sup>83</sup> Hugh Rosebergh<sup>84</sup> had been a millwright under agent Gillis and at least from November 1861 worked at the mill under De Puy, taking full charge of the mill in 1862. The previously mentioned mixed-blood Pawnee Baptiste Bayhylle,<sup>85</sup> served as interpreter under De Puy as he had under Gillis. Another mixed blood Pawnee, Frank Dettie,<sup>86</sup> had also served under Gillis as

interpreter. By sometime in 1862 he had become an assistant at the agency's mill under De Puy. As mentioned, he was to be killed by the Sioux in 1862. The 1860 Census had listed a Joseph McFadden<sup>87</sup> as being on the Pawnee reserve though it did not specify what position he held under agent Gillis. Under De Puy he served as interpreter from summer of 1861 to the end of the year. McFadden seems to have been widely despised among local white settlers. From the point of view of many, McFadden identified too closely with the Pawnees. Former missionary and teacher, and interpreter under Agent Gillis, Samuel Allis seems to have just retired as Henry De Puy took office. His mass vaccination of the Pawnees in June 1861 was probably his last service to the Pawnees.<sup>88</sup>

Agent De Puy drew a number of other employees from neighboring Platte County, particularly from among the Genoa Mormons just off the reserve. The surnames of several employees match those that appear among the signatures on the 1859 letter sent by the Genoa Mormons to the Nebraskian. Some Mormon surnames also appear on the short list of names listed in the 1882 Andreas Nebraska history as comprising the remnant then existing of that settlement. These with the exception of a man who may have been a member of that community named Needham were to stand by Henry De Puy in the upheaval of 1862. Another notable resident of Platte County though not from the Genoa settlement, Frank North, future captain of the Pawnee Scouts, hauled for the agency in early 1862.

Then there were the more "exotic" hires, those recruited from beyond the immediate neighborhood of the agency. A number of people appear in letters, affidavits, and on De Puy's 1862 employee list whose names do not match those found in the aforementioned sources. Three of these people warrant special attention: Alonzo Perkins and Lester and Elvira Platt.

Alonzo Perkins, who served as agency miller through much of 1861, had, like De Puy, been prominent in Republican politics in Washington County, N.T. In 1860 Perkins had been on the losing side of that Republican factional struggle in Washington County that was mentioned earlier. Perkins had participated in the defeated faction loyal to Samuel Daily. Henry De Puy of the successful faction

loyal to Gen. Thayer had gone on to election to the territorial House as earlier noted. De Puy had hired this disappointed fellow Republican on the recommendation of a man of Washington County who then thought Perkins to be of good character. De Puy strangely must not have known Perkins despite the activity of both men in Washington County politics.<sup>91</sup>

Lester and Elvira Platt, husband and wife, had served as teachers and missionaries at the troubled Loup River mission to the Pawnees, which was finally broken up by Sioux attacks in 1846. They had been members of the "Oberlin" faction at the mission who had urged and pursued coercive measures for Pawnee assimilation in opposition to the more tolerant John Dunbar and Samuel Allis. The Platts having been dismissed in 1847 from the government mission school that had been relocated to Bellevue, Elvira Platt conducted her own school for at least a few years for a mixed group of Pawnee, Omaha, and Oto-Missouria children. This school was on the west bank of the Missouri River a short distance downriver from Bellevue. At Bellevue the government school for Pawnee children continued under different teachers, among them Samuel Allis. Presbyterian missionaries ran another school for Pawnee, Omaha, and Oto-Missouria children, also downriver from Bellevue on the west bank. The Platts' school seems to have disappeared by 1851. But despite the character of the Platts' early relationship with the Pawnees, Elvira Platt seems to have had an enraptured following among them. After their service had ended and the Platts had moved downriver to Civil Bend, IA, Pawnees continued to visit the couple. Sometime in 1861 the Platts rejoined the Pawnees at the Genoa agency. Agent De Puy had hired Lester Platt to take over the agency school, for which no preparations were apparently made until late in the year. Whenever the couple arrived they seem to have served De Puy as interpreters as well as teachers.<sup>92</sup>

Finally, under De Puy's administration, Pawnees themselves participated in the economic exchange of the agency, besides the interpreters already mentioned. In Fall 1861 the agency hired Pawnee women to help harvest the fields cultivated by the agency. These women boarded at the agency

farmhouse and received pay for their work. Pawnee women also frequently worked around the agent's house and farmhouse and received pay for their work. During the second quarter of 1862 (everyone seems to have reckoned quarters according to the calendar year rather than the government's fiscal year) mixed-blood interpreter, Frank Dettie, assisted at the mill as mentioned.<sup>93</sup>

Whatever the efforts of De Puy's predecessor, the word "primitive" certainly describes the conditions at the Genoa agency when Henry De Puy arrived. Much of the activity of the new Agent and his staff consisted in building and repairs. Agency workers who served under De Puy reported that a good house was built for the agent with pine finishing. Agency employees built an addition onto the farmhouse and lathed and plastered part of it. Employees plastered the teacher's house, built an addition onto the miller's house, and built a corral. In November 1861 De Puy reported that the cottonwood-framed trader's store had been partially finished, perhaps earlier under Agent Gillis.

The combined grist and saw mill itself presented a special issue. In February 1861 the editor of the Huntsman's Echo had praised the agency mill as one of the best steam mills in Nebraska Territory. Another visitor in April declared that the efficient grinding operation at the mill had induced the Pawnees to set aside their traditional mortars and pestles in preference for the new mill. Those comments suggest that the mill was the single most noticeable improvement at the agency. The April letter to the Nebraskian certainly describes the mill's grinding business as thriving. 96

But neither of the 1861 visitors explicitly mentioned the lumber side of the mill's operations, which may never have gotten started. The contractor, Lyman Wilmarth, who, along with a George Dickinson, had built the grist and saw mill had furnished two saws that had proven worthless and had been removed by Agent Gillis. Henry De Puy reported that his predecessor had bought a third saw at St. Louis. This last saw was still at the mill when De Puy took over as agent but its use had also been abandoned. In July 1861 De Puy hired a saw from a neighboring mill to do the agency's sawing.

Besides the defective saws, the overall building was suffering from neglect, which would not be surprising considering the long break between agents. In his letter of July 30, 1861, the new agent claimed that wrought iron clamps had already been used to fix the broken feed and fuel pipes and also the broken pump at the mill. Henry Holliday, the gun- and tinsmith, remembered in 1862 that the agent had arranged that the mill be "ceiled up" in a "good substantial manner". De Puy's employees had put up a good engine house and a good shingle mill using Holliday's boiler and knife. Thus were replaced the mill's warped and rotting roof and siding and also the crumbling brick wall that enclosed the boiler. Henry Holliday reported repairing the mill's engine with a little help from the agency blacksmith, Moses Welch. Agent De Puy noted that the grist mill had two new millstones but needed a screen and other fixtures. At least during the early weeks of De Puy's administration, the smiths' specialties did not occupy them more than two or three days a week. Thus the agent directed the smiths and other agency employees to use their spare time on such repairs and maintenance.<sup>97</sup>

De Puy's agency seems to have been chronically short of cash to pay for all this repair, maintenance, and other services. Thus the agent and his employees set up an elaborate barter system with nearby settlers. Both the grinding and sawing operations of the steam mill served much of this purpose. As mentioned De Puy gave Patrick McMurray of Platte County a note authorizing the grinding of his grain in the fall in exchange for some corn. He was also to receive sacks of bran from the mill that fall at twenty cents a sack. Testimony from agency employees indicate that local settlers frequently sent wheat to the mill to be ground. Flour from the mill paid for the agency blacksmith's coal on several occasions. The mill still ground wheat "for tolls" even as the agency unraveled through early 1862. Nearby settlers also brought lumber to the other side of the mill's operations to be sawed or made into shingles "at the halves". The agency's share then went for work at the agency. Agent De Puy sent some shingles along with grain as payment to a Columbus hotel and perhaps another 100 bushels of oats to Columbus to cover business expenses there. 98

De Puy's agency offered other services to local settlers in exchange for various benefits for the agency. Being the only blacksmith for twenty miles, the agency blacksmith worked for various off-reservation customers to bring money to the agency. The agency loaned out its mower and thresher in return for work done at the agency. Agency laborers worked for neighbors in return for services. <sup>99</sup>

A couple agency employees later testified that this work for off-reservation customers did not deprive the Pawnees of needed services. Supposedly Agent De Puy had directed that no such work should be done if it interfered with the "business of the place". These employees remembered that Agent and Mrs. De Puy and agency workers earnestly sought to fill the needs of the Pawnees. <sup>100</sup> Yet De Puy's replacement as agent complained that the agency's thresher was still on a farm fifty miles away where it had been loaned out during the 1861 harvest season. Apparently such operations could conflict with agency work, creating clumsy situations if nothing else. <sup>101</sup>

An important arm of the agency was the its store. Unfortunately, the store was not operating during Summer 1861 and may not have functioned through the rest of the year. The respected, well-known trader, William G. Hollins, who had run the store under Agent Gillis, had left the position of agency trader in Spring 1861 to help raise the First Nebraska Regiment. The new regiment had elected him captain. In the trader's absence his brother, James F. Hollins, had tried to take over as licensed agency trader but apparently lacked the reputation of his brother. De Puy prevented James Hollins from taking over the store. The few goods left there were shipped back to Omaha by July 1 but 200 bushels of grain remained.

Agent De Puy and James Hollins disputed the ownership of the grain. Someone had paid mixed-blood interpreter, Frank Dettie, with a certificate of indebtedness. Dettie had given it to former trader, William Hollins, who had sold it and sent the money to his brother for forwarding to Dettie. De Puy insisted that the grain remain until Dettie got his money. Moreover, in September 1861, the man who had underwritten the former trader's bond refused to continue "surety" for his brother. 103

Supt. Branch at St. Joseph sustained the agent in the dispute but De Puy had considerable difficulty finding a new agency trader. De Puy reported on October 22 that he had given the privilege to "an Easterner" who for some reason had been forced to refuse the appointment. In late November 1861 there was still no agency trader. In a letter of January 2, 1862, De Puy at last mentions an agency trader but does not name him nor tell when he arrived. <sup>104</sup>

# "SAVING" THE PAWNEES

The importunity of "depredation" claims stood out as a perennial nuisance in Indian service administration. When the Pawnees settled into their new homes at the Genoa site in Fall 1859 a number of depredation claims lay against them, claiming Pawnee guilt for a great number of incidents of property damage or theft. One unresolved claim dated to 1852. The troubles of Summer 1859 had produced a rich and varied stream of new depredation claims. One of the purported 1859 sufferers was Henry De Puy himself. A man whom De Puy would later hire to be agency teacher, E. G. Rogers, had a claim from 1858. 106

Agent Gillis had borne the brunt of the task of examining these many pending claims, to recommend payment or rejection. This burden was sufficient to prompt the hiring in 1860 of a young Arkansas lawyer, John Black (whom we saw was later to serve as acting agent), originally for no other purpose than to investigate these claims as a special subagent. Therefore many of these examinations had been done before De Puy arrived, and Indian Office correspondence seems to indicate that relatively few new claims arose during Gillis's and De Puy's administrations.

The Pawnees' 1857 treaty had pledged the United States to create a fund of \$10,000 to pay verified claims against the Pawnees that were pending when the treaty was negotiated. The wording of the treaty seems to set aside this fund as money supplied by the United States, entirely separate from

any Pawnee obligations. Payments of future verified depredation claims would come from the Pawnees' own money annuities. 109

Perhaps because the promised fund remained in a St. Louis repository, Agent Gillis, according to Subagent John Black, withheld \$10,000 from the Pawnees' 1859 annuities. But he returned \$5,000 of this money to the Pawnees as part of the 1860 annuities. This would of course have left \$5,000 in Gillis's hands to pay verified depredation claims.

But when De Puy succeeded Gillis at the Pawnee agency the new agent could not tell that more than several hundred dollars had been paid out. As claimants harassed De Puy about their promised payments, De Puy assumed that Gillis must have sent some \$4500 of that money back to Washington. De Puy thus declared to exasperated claimants that he had no money to pay them. De Puy asked instructions about those claims that had been allowed.

In response, Supt. Harlan Branch at St. Joseph supported the agent's complaint. In November 1861 the superintendent reminded Ind. Comm. William Dole that money had been sent to then Agent Gillis the previous spring. He recommended that more money be sent to Agent De Puy, to be collected from Gillis's securities.<sup>110</sup>

We will see that neither this money nor any other would reach the Genoa agency until Spring 1862. After De Puy's administration had been destroyed and the agent was leaving office, the superintendent would finally begin to pay claims that had lain unpaid for years.

Besides the agency's roles as service center, fort, and local intermediary for the Pawnees, the Pawnee agency had yet another very important mission: "civilization". Along with securing a major land cession, the Pawnees' 1833 treaty had sought to begin Pawnee assimilation to Anglo-American culture. As well as give annuity benefits, the United States wished to induce the Pawnees to become year-round farmers under American tutelage. This program included schools whose precise nature was not specified in the treaty. The Pawnees did not stay home year-round as expected under Article X of

the 1833 treaty so all the benefits of "civilization" did not come. In the 1830s two missionaries began a fitful process of assimilation. This effort passed through the phases of the ill-fated 1840s Loup River mission and then a small government school and Protestant mission schools into the 1850s.<sup>111</sup>

In the 1857 treaty the government tried again with what on paper was quite a deliberate, earnest assimilation program, this time at an established agency. The new treaty provided a blacksmith and an assistant blacksmith, the latter serving also as a gunsmith and tinsmith. The government also promised the aforementioned combined grist and saw mill with a miller and engineer. The United States agreed to provide a farmer and six laborers. None of these government employees was to work for his own benefit. Ideally they would train young Pawnee men to replace them. These workers along with an interpreter and one or more teachers at the manual labor school (to be discussed later), and a few cooks and housekeepers would add up to about fifteen to twenty government employees with twenty to thirty Pawnee trainees. The treaty provided for shops and equipment and also housing for a number of the employees.<sup>112</sup>

The first Genoa agent, J. L. Gillis, tried to put in place some of this assimilation program. Under the agent's instructions, R. B. Gillis, the agent's son and agency farmer, had offered "inducements" to all Pawnees who would apply to work in the agency fields. The farmer reported that he had attracted some Pawnees. However, they showed little inclination to farm and, further, were taunted by other Pawnees. The farmer found their work to be too irregular for him to discharge any of his employees. The annual 1860 agency report and Agent Gillis's correspondence said nothing about any Pawnee strikers at the smith shops or apprentices at the Mill. Henry De Puy later hinted that Pawnee strikers and mill apprentices might have been employed under Gillis. He found at the agency Gillis's previous year's estimates for employees' wages that mentioned the presence of strikers and apprentices at least on paper. 114

In his annual 1860 report Agent Gillis had made much of his creation of a tribal police force, an important aspect of "civilization". He claimed to have put it together with the advice and consent of the chiefs to keep order and confiscate stolen horses brought back to the reservation. One may well question this chiefly advice and consent. This move along with the 1847 government decision to pay tribal annuities by families or per capita would have undermined the traditional authority of the chiefs.<sup>115</sup>

Naturally, newly-arrived Henry De Puy intended to further this assimilation program .He complained that the Pawnees were not full-time farmers. Shortly after arrival he preached to the Pawnee leaders assembled in council the absurdity of complaining of the neglect of the Great Spirit or of the Great Father. No one would starve, he insisted, who had a good field of corn. The Pawnees needed to work like whites and plow the ground. They would produce ten times as much corn.

The Pawnee leaders, who would soon lead their people on the traditional summer hunt, responded "eagerly" says De Puy. The tribal leaders replied that if the agent would furnish them with harnesses and plows they would work next season. De Puy wrote to his superiors that he believed them. 116

But De Puy's reports and correspondence yield no indication that even Gillis's partial assimilation program continued under the new agent. De Puy's letters, reports, and June 1862 employee list say nothing about Pawnee apprentices or trainees anywhere in his administration. As mentioned, two mixed-blood Pawnees worked regularly under De Puy. But they were employees not the Pawnee trainees called for in the 1857 treaty.<sup>117</sup>

The continued military insecurity may explain much of the lack of progress in the assimilation program under De Puy. Even if the Sioux losses of the previous June prevented further open attacks against the Pawnees at their agency, the Sioux remained constantly in the area and everyone knew it.

Agency employees dreaded leaving the shelter of the agency buildings to work in the fields. Employee

Henry Holliday noted that the agency required a large number of hands to make a credible defensive force to keep anyone at the agency at all. 118

This continual insecurity and other local conditions seem to have prevented both Gillis and De Puy from establishing more than a partial assimilation program at best. Certainly under Gillis these difficulties included the negative Pawnee attitude toward farm work as an occupation for a self-respecting man. De Puy in a request for arms for the agency for the 1862 season noted the need for more physical safety if the Pawnees would ever settle down and farm full time. This statement resembles a eomplaint made by Agent Gillis a year before. Over a century later historian H. Clyde Milner indirectly supported the agents' observations.<sup>119</sup>

Agent De Puy may in fact have followed one of his predecessor's assimilation measures: a Pawnee police force. But he said little about it if so. The agent and one of his employees briefly mentioned Pawnee "soldiers". Also, in June 1861 the annuity goods that were then distributed included blue broadcloth for coats for chiefs and "soldiers", but De Puy had rejected it because of poor quality. De Puy had confiscated a stolen horse in Fall 1861. At the end of December the agent claimed to have stopped Pawnee horse raids during the previous month. Such actions suggest some sort of enforcement power in the hands of De Puy. 120 But this also remains partial and uncertain.

The reader may have noticed the lack of an agency school. Gillis and De Puy both had considerable difficulty putting together that supposedly powerful engine for Pawnee improvement. We will see that De Puy only feebly began the school near the end of the productive period of his administration.

### HARVEST TIME AND DESCENT TO WINTER

Again, as Henry De Puy and his employees set up the agency's operations, the Pawnees had been fighting for their lives and livelihood on distant buffalo ranges. Agency correspondence does not say whether the Pawnees managed to bring back any amount of meat, hides, and tallow from their disrupted hunt. No record appears of the grief and trauma that the Pawnees must have experienced if the injury and loss of life on the hunt had been anywhere near what was reported and expected. Nor emerges any mention of Pawnee ceremonial life as the Pawnees harvested their crops and then ended their ritual year. We will see the Pawnees take decisive action and make much conversation with nearby whites over the months that follow.

In any case life moved on. Both the Pawnees and their agent had returned to the agency by the end of August 1861. The harvest was soon to begin.

And sources indicate that there was something to harvest despite everything that had happened over the summer. The Pawnee women harvested the small patches that they had apparently cultivated in their own manner even if those small traditional patches were marked out on large plowed fields. Then, besides their own fields, Pawnee women harvested the fields cultivated by Agency employees. They reportedly picked all, or nearly all, the corn grown at the agency. The agency paid the women and boarded them at the agency farm house during the harvest. During the Pawnees' harvest the agency had sent wagons, teams, and drivers to help the Pawnees get their crops in. Employees laid up hay and straw and hauled hay for the Pawnees. The mill ground Pawnee corn, giving the Pawnees corn meal that was already ground in amounts equivalent to the corn the Pawnees brought for grinding.

Agency wagons also hauled wood for the Pawnees. Interestingly, from the standpoint of "civilization", some of that wood was for use as lodgepoles. Apparently there was no push at this time to convert the Pawnees to white-style houses.<sup>121</sup>

Somewhere in this yearly round of activity Pawnee leaders maintained relations with friendly tribes. Aside from the reciprocal visits during the spring before De Puy's arrival, the Pawnees received visitors through the year. De Puy reportedly supplied provisions for these native guests. 122

Meanwhile, "civilization" in the form of a school lurched forward. The 1857 treaty's foremost hope "to improve the condition of the Pawnees, and teach them the arts of civilized life" began hesitantly that fall. At that time Agent De Puy instructed Lester Platt to start the school. 123

The 1857 treaty had envisioned a grand educational establishment for the Pawnees. Not one but two "manual labor" schools were to give Pawnee children and youth a basic education as well as training in farming and mechanical trades. The Pawnees had agreed that "every one" of their children between the ages of seven and eighteen would constantly attend those schools for at least nine months of the year. But over many months there were no buildings and apparently no teachers though appropriations existed for them on paper.

We have seen that through 1860 Agent Gillis hired two contractors. One signed on agreement in Spring 1860 to build both the mill and "seminary buildings". In late summer a contractor agreed to deliver several hundred thousand bricks for the school buildings. The goal had already fallen to building one school instead of two, but perhaps there would be other buildings for teachers' houses. 125 Although the building contractor built the mill, he withdrew from the agreement to build the school buildings in March 1861. The brickmaker meanwhile produced only a very small proportion of the promised bricks and those were of questionable quality. Henry De Puy himself repudiated the brick contract in late Summer 1861. 126

Thus, at the end of July 1861, newly-arrived Agent De Puy puzzled over the lack of a school despite regular appropriations for the purpose. At least some Pawnee leaders took the promised schooling seriously and were complaining.

De Puy then pitched to his superiors a substantial building project. He suggested a house, plastered inside and out, thirty-two by seventy-six feet, two stories with an attic, which would provide for teachers and seventy-five children. The agent thought the labor available at the agency could build such a structure for much less than if the work were done by contract. He believed that the agency's quarterly appropriation would abundantly cover the construction of the building and provisions for the students. De Puy requested instructions with "much anxiety". 127

Though Agent De Puy estimated quarterly for agency expenses and employees' pay, the money seems to have come semi-annually along with half of the Pawnees' annuities. Whatever the financial pattern, subsequent events show that there was no money in the agent's hands for a school during his administration. Neither is there indication of any answer to the agent's request for instructions concerning arrangements for a school and his elaborate building proposal for it. 129

Regardless, in Fall 1861 the agent directed Lester Platt to bring up his family and household goods. The agent told the Platts to move into a house that was being completed, perhaps also for De Puy's own family, by November 1. Lester Platt was to gather ten Pawnee children for the winter, that being all the house could hold. Nothing tells where the Platts had been earlier in 1861, and part of a house for ten children obviously fell far short of the 1857 treaty's ideals. But this was at least a start.

In late Fall 1861 an incident demonstrated both the long reach and limitations of Agent De Puy's operations. On November 10 thieves broke into the agency stable. They drove away five horses and two mules. The agent had confiscated one of the horses from the Pawnees and was holding it until the owner came to claim it. The other animals belonged to the agency and De Puy valued them at \$1000. The agent being away at the time of the robbery, De Puy's father-in-law and agency farmer, Herman Merrick, sent a posse in pursuit. Although agency employees had hesitated to leave the shelter of agency buildings the previous summer, Merrick managed to put together a party that plunged

northwestward beyond reservation boundaries. These men were not prepared for a long search and turned back at night.

In his 1860 annual report, Agent Gillis had complained to the current Indian Commissioner that white horse thieves operated from the Missouri River to the Pikes Peak area. Agent De Puy suspected that white, not native, horse thieves had carried out the theft. In his letter concerning the incident, De Puy noted that one of the thieves had left a boot track and that the moccasin tracks left by the other thieves did not prove any native involvement. Most white men in the area wore moccasins.

The agent strove to regain the lost stock. He offered a \$300 reward for the lost animals. He employed men to watch all the Missouri River crossings from Sioux City, IA, to St. Joseph, MO. He sent word to the stage stations and road ranches toward Ft. Laramie and Denver. De Puy also watched local suspects. He believed men formerly on the reservation, probably discharged employees, had participated in the theft.

The agent may have guessed wrong about the thieves' identities or the thieves may have traded or lost the animals to the Sioux. In any case, De Puy's contact among the Sioux, W. B. Hill, telegraphed De Puy in December that the stolen stock was among the Sioux 300 miles northwest of the Pawnee reservation. The agent authorized Hill to feast the Sioux and offer small gifts of provisions to negotiate for the stock,

By the end of December, Hill had all the animals except one mule. De Puy prepared to travel 200 miles into Sioux country to fetch the stock. He also hoped to follows up on traders' reports that some sort of peace might be arranged between the Sioux and Pawnee. But De Puy still asked the Indian Office in Washington for arms for his agency, including two cannons. Peace might prove "illusory". However, the agent never seems to have made the trip. De Puy and Hill agreed to delay the animals' trip home due to poor physical condition. In January 1862, Henry De Puy finally met Hill with the animals at Columbus. Having no money, the agent paid Hill for the feast, presents, the

animals' upkeep, and their delivery to Columbus with two yoke of oxen to cover \$120 and a horse to cover \$80. De Puy gave Hill a voucher to cover the debt that was still outstanding. A half year out of office De Puy was to write the Indian Office to explain the voucher. The animals' poor condition made them worth little more than what De Puy paid to Hill, after an initial value of \$1000. The recovered mule died shortly later.<sup>131</sup>

We have seen the great geographic reach and effort that the agent could exercise but also his limitations. The effort and expense turned out to be all out of proportion to the result, though the value of the animals when stolen may have made this operation seem worthwhile initially. In his later indictment of De Puy, Lester Platt was to cite the enormous expenditures of this effort as a demonstration of De Puy's poor business sense, along with Platt's accusations of the embattled agent's dishonesty and betrayal of the Pawnees. 132

In November 1861, during the affair of the stolen stock, Agent De Puy attempted general financial arrangements for later in fiscal 1861. On November 24 he sent in the usual quarterly estimates for the expenses of the agency, including his employees' pay.<sup>133</sup>

Several days earlier the agent had written Ind. Com. William Dole concerning payments due the Pawnees. As mentioned, under the 1857 treaty the Pawnees received \$40,000 as an annuity, which at this time was divided between goods and money. De Puy valued the goods that the Pawnees had received the previous summer at \$20,814.43. This left \$19,185.57. De Puy wrote that at Pawnee request he had spent 1200 dollars for powder, ball, and other supplies. He therefore asked for \$18,000 in coin.

The agent reported darkly that "enemies of the country" were raising doubts among the Pawnees whether they would really be paid. De Puy had assured Pawnee leaders that the annuity money would arrive when it would bring the most benefit. The agent explained to the Indian Commissioner that the Pawnees would squander the money if it came in the fall and they would not go on their winter buffalo

hunt. The money should be waiting for the Pawnees when they returned from their winter hunt. De Puy therefore asked to receive the annuity money in January 1862 for payment about February 1 after the Pawnees came back.<sup>134</sup>

## UNRAVELING

As he calmly made these financial plans, Agent Henry De Puy could not know that the constructive period of his administration was soon to end. The "enemies of the country" were to have their way. Or, perhaps from the Pawnee point of view, Coyote, the Trickster, would get the last laugh.

During late fall, when the Pawnees would have been preparing to leave for the winter hunt, prairie fires drove the buffalo herds far enough into enemy territory so that the Pawnees could not safely hunt. Agent De Puy accused the Sioux of "systematically" burning the prairies.<sup>135</sup>

The Agent need not have assumed a Sioux conspiracy. General historical and ecological accounts reveal fire to have been a regular feature of the Plains environment. Residents of the Missouri River towns of Nebraska Territory periodically observed large prairie fires. At about the time that fires were driving buffalo herds beyond safe reach of Pawnee hunters the Nebraska Advertiser (Brownville, N. T.) reported large, destructive fires on "the prairies west". Despite Editor Robert Furnas's fear of native mischief, the Advertiser did not suggest deliberate hostility to be behind the fires. 137

But however they originated, the fires of Fall 1861 disrupted a vital Pawnee subsistence activity.

The people who had struggled so hard on the buffalo ranges the previous summer chose not to follow the herds into enemy-ridden regions that winter.

For all the concern for Pawnee "civilization", whites at the Pawnee agency recognized the continuing vital importance of the communal buffalo hunts. <sup>138</sup> Neither Agent De Puy nor his predecessor had objected to these hunts, never mind the official goal of turning the Pawnees and other

native peoples into full time husbandmen. We have seen that Agent De Puy helped outfit the Pawnees with provisions and ammunition for their summer hunt. De Puy's correspondence and requests of November 1861 assumed that the Pawnees would procure their accustomed supply of meat and robes on the buffalo ranges during the coming winter. Others saw the importance of the hunts, and agency teacher, Lester Platt, <sup>139</sup> was to use the disaster of the thwarted hunt against De Puy.

By January 1862 the Pawnees were feeling the consequences of the winter hunt's cancellation. The Pawnees early consumed the corn that they had harvested and cached the previous fall. Relief efforts began at the start of January.<sup>140</sup>

At that time Agent De Puy authorized the newly-arrived agency trader to have flour brought onto the reservation. The agent claimed to have had it hauled in at the lowest possible price, \$3.50 per hundred-pound sack. He said that he confirmed that the sacks came at full weight and that the flour was of highest quality. De Puy directed this flour to be sold to the total amount of \$1500 for January against the Pawnee annuity money. De Puy warned the chiefs to buy as little as possible, as the amount of the purchases would be assessed against the annuity. Even De Puy's prosecutors verified that 1400 full sacks of good flour, thirteen barrels of sugar, seven boxes of tobacco, five sacks of coffee, and other provisions were given out at the agency to the Pawnees through that winter. By the agent's order and in his absence that of Mrs. Elvira De Puy and father-in-law Herman Merrick, the Pawnees received also a much smaller amount of fifty-four sacks of flour. It is not clear whether this smaller amount was a part of the general flour shipments that had been set aside for some special distribution. Or this smaller quantity of flour may have been the agency's share of flour that the agency mill had ground. Further, Elvira De Puy and Herman Merrick singled out poor individual Pawnees for gifts of small amounts of provisions.<sup>141</sup>

Even as Agent De Puy contracted for the flour, the agency made the first distributions of corn from the agency corn crib. Apparently, this was a simple distribution that did not require any payment

by the Pawnees, in contrast to the flour shipments. From January through February and March, the Pawnees received an estimated 1000 to 1500 bushels of corn, largely or entirely harvested from agency fields by Pawnee women the previous fall. Merrick continued this distribution in the agent's absence. The Pawnees carried much of this corn to the agency mill for grinding. Merrick later testified that the agency also gave out all the straw and some hay cut at the agency to feed Pawnee horses during stormy weather. 142

Traditionally in Plains Village cultures a cycle of gift-giving operated continuously through a village. The leading families and groups validated their positions through gifts and feasts for those in lower social scales. Each successive rank gave to those immediately below them. Also, those of each social level gave of their best to those immediately above them. Thus, even the poorest generally received at least a subsistence, but both the quantity and quality of wealth inevitably concentrated among the leading families. For one thing, these leading families also had to control enough wealth for the power to channel this distribution and secure their positions.<sup>143</sup>

We saw earlier that an 1847 government decision directed that annuities be paid by families or per capita and not to the chiefs for distribution. This obviously undermined traditional authority.

Agent Gillis had paid the Pawnees' 1860 annuity money in this way. However, this policy seems to have affected more the distribution of annuity money than annuity goods. Money annuities had been a particular concern for the Indian Office at least by the 1830s. American officials feared that the money would quickly pass through native hands to sharp traders. But the 1847 policy of payments to families or individuals could only have made that problem worse. The 1847 policy change had to have only increased Indian Office control at the expense of tribal leadership. No letters or reports indicate the mode of distribution of the annuity goods among the Pawnees during this early period under the Pawnees' 1857 treaty. The Pawnee chiefs seem not to have complained at least openly of the mode of payments during the late 1850s and early 1860s so long as the annuities arrived at all. On the other

hand, in 1858 the chiefs had suggested that then Agent Dennison should forfeit his life when that year's annuities arrived considerably later than expected. 145

In this crisis De Puy and Merrick relied on the traditional Pawnee social structure for the distribution of the corn and flour. The major provision of both the corn and flour went to the bands and thus under the authority of the chiefs to give it out. Lester Platt, again, was to fault Agent De Puy for giving these provisions to the bands rather than by families or per capita. Herman Merrick confirmed that the agency gave the greater part of the corn to the bands but that he then sought out destitute Pawnees to give them smaller amounts directly.<sup>146</sup>

At the beginning of January 1862 Agent De Puy wrote to Ind. Comm, William Dole, He at that time still believed that the money portion of the Pawnee annuities was on the way. The agent had already authorized the first shipments of flour and again advised that the money arrive by February 1. He believed that if the money arrived earlier it would be exhausted by spring but warned that if the money arrived after that date the Pawnees would be greatly distressed. As in the November letter he asked for the money in January for its payment on February 1.<sup>147</sup>

As January wore on the expectation of timely payment faded. Through the month the agent held several councils with Pawnee leaders who told him of their poverty and desire for the money.

Finally, De Puy promised that if the annuity money had not arrived by the last Monday of the month he would leave to look for it. Winter storms delayed his departure. On Thursday, January 30, he left. 148

Several days later the agent was in Omaha. For some reason he wrote there two letters two days apart to Ind. Comm. Dole. De Puy made an urgent appeal in his second letter of February 5. The agent reported that the Pawnees were suffering "…intensely for food" and pressed that delay would be disastrous for the Pawnees. De Puy said that he was buying provisions on credit against the money annuity but could only do this if the money could be expected soon. As in the first letter of a couple

days earlier he asked when the annuity money would be sent. Agent Henry De Puy was beginning his travels to find the missing money.

On paper both the annuity money and the employees' pay had long been available. On March 2, 1861, Congress had voted the money needed to cover all the Pawnee agency's operations, including the annuity (both goods and money), as part of a major appropriations bill to cover the entire Indian service for the fiscal year ending June 30, 1862. We have seen that the annuity goods for the Pawnees had duly arrived in June 1861, and De Puy had estimated for and requested the money part of the annuity in a letter to Washington of November 1861. But notwithstanding the picture on paper, the money remained absent.

In the 1860s, and later, the Missouri River froze over completely through the middle part of winter. The first boat of the navigation season did not reach Omaha in De Puy's day until mid-March. De Puy would have traveled overland across the midwinter prairies perhaps until he reached the westernmost railhead at St. Joseph, MO. On February 11 the agent had made it to Leavenworth, KS, where he met Ind. Comm. William Dole who himself was in the west, probably on an inspection trip. 152

Ind. Comm. Dole did not know where the money was either. Dole telegraphed longtime Indian Office clerk and occasional Acting Indian Commissioner Charles Mix to inform the Washington office that Agent De Puy was there and that the Pawnees "... suffering for annuity. Can't it be sent?" Henry De Puy continued east. He reached Washington on February 27, only a few days after the letters arrived that he had sent from Omaha at the start of February. Once at the Washington office the agent found that the long-sought money apparently had been sent some time before. After sending his new bond and oath of allegiance to the Indian Office, Agent De Puy returned west to the superintendent's office at St. Joseph. 154

On March 8, while De Puy was still at St. Joseph, the Indian Office telegraphed the superintendent to go to the Pawnee agency and personally supervise the payment. Unfortunately there was still a grave problem with the money that had arrived at St. Joseph, which required further action by Supt. Branch. The superintendent and De Puy agreed that the agent should go ahead to the agency. He would take a tribal census (probably to prepare for the family and per capita payment), gather his accounts, property returns, and other paperwork to avoid further delay when Supt. Branch arrived with the money. But when De Puy landed at Omaha he found that he did not dare advance further. De Puy's administration had been wrecked and his authority among the Pawnees destroyed while he had been away.

Trouble had been brewing among De Puy's employees through the summer and fall of 1861, with agency miller Alonzo Perkins, the central figure. As mentioned earlier, Perkins and De Puy had participated in rival Republican factions in Washington County, Nebraska Territory, without apparently knowing each other. A William Moore of Fontenelle, Washington County, had recommended Perkins for employment to newly-appointed Henry De Puy. Perkin's motives for his actions at the agency were not clearly political, though a newspaper comment and circumstances suggest that he may have acted partly according to territorial political rivalries. But Alonzo Perkins also showed himself to be the type of self-interested scoundrel for which the 19th century Indian service was legendary. During the 1861 growing season Perkins may have already been gathering a personal following. At a time when agency hands feared to leave the shelter of agency buildings Perkins criticized Agent De Puy for expecting too much from the agency help. 158

Perkins certainly began plundering at least the grinding side of the agency mill's operations when he received complete control of the mill in November 1861. Local farmers who brought grain to the mill found themselves shorted on the resulting flour. The Patrick McMurray of Platte County, who had sold De Puy corn for the use of the Pawnees on their summer hunt, refused to surrender the agent's

certificate authorizing the grinding of his grain at the mill due to the evident theft. McMurray did not even bother to return for some sacks of bran for which he had contracted. Perkins once scattered a customer's grain over the floor of the mill and then gathered it up and sold it. Alonzo Perkins acknowledged the complaints of local farmers but boasted that he could steal \$150 worth of grain from them through the winter without their knowledge. Perkins expressed his intent to gain a living off the mill over and beyond his salary. We have seen how a cash-strapped agency administration had exchanged services of the grinding and sawing operations of the mill and also the services of the artisan shops to local settlers for money, resources, and provisions through 1861. Perkins exploited this activity.

Perkins sought collaborators. He most hoped to enlist Agent De Puy himself and sometimes claimed to have the agent's approval. But Perkins complained to the newly-hired engineer, Hugh Roseburgh, that the agent had no confidence in him. He grumbled that if the agent would work with him he could make a lot of money for both De Puy and himself. Perkins expressed similar disappointment to at least a few other listeners. Perkins even lamented that De Puy did not keep his promises to allow Perkins to gain extra money from the mill. We will see that even as the disaffected miller began his campaign againt the agent he was to make a last attempt to gain De Puy as an ally. Roseburgh testified that Perkins did find a surprising associate, Henry J. Hudson, prominent leader of the Genoa Mormons. If Roseburgh's affidavit may be believed, Hudson was the one who received and actually sold much of the stolen flour. De Puy finally assigned a man to the mill to watch Perkins. The miller resigned by the end of 1861.<sup>16</sup>

When probably no longer on the agency payroll, Perkins called on one of his off-reservation theft victims. Apparently in January 1862 Perkins stopped at the Platte County home of Patrick McMurray. Returning from Omaha, Perkins bragged that he had laid various "traps" to accomplish the agent's removal. But he made that last try to get Agent De Puy's cooperation. Perkins urged

McMurray that it was not too late. McMurray could still talk to the agent on his behalf without De Puy knowing that Perkins had sent him. McMurray seems to have refused and was later to tell of the incident in an affidavit defending the accused agent. <sup>161</sup>

Through other actions Perkins fully aimed at De Puy's removal. Perkins and his allies on and off the Pawnee reservation came up with an impressive array of charges against De Puy. Accusers asserted that the agent had held back the Pawnees' annuity money and invested it in pork production. But, the market for pork being slow, De Puy could not get the money back. Accusers declared that the agent had bought land with the employees' pay for the quarter ending December 31. The charges continued that the agent had held back the Pawnee annuity and was colluding with the agency trader to force the Pawnees to trade for flour and other goods to the value of the annuity. De Puy was a secessionist. He had run away with the money when he left the agency. From Washington he would send for his wife, Elvira, and they would flee south. Others did not say that he was going south but that nonetheless the agent had run away with the Pawnees' and employees' money and would never come back. The Indian Office, they said, would send someone whom officials deemed trustworthy to make sure that the Pawnees got all their money. De Puy had stolen annuity goods, according to some accusers, and hidden them in various places at the agency. It was claimed that the corn that was being distributed would turn out not to be really free. The Pawnees would pay dearly for it from their annuity. Some apparently claimed that De Puy had had some employees sign blank vouchers. Some seem to have accused the agent of employing more people at the agency than allowed under the 1857 treaty. He had encouraged Pawnee warriors to go to war. This drumbeat seemed to continue until the time of the superintendent's arrival. 162

Columbus businessman, John Ricky, heard from agency employees through the winter that the agent had held back money from both the Pawnees and agency help. Ricky remembered that a "frequent" charge was that De Puy had bought land with the money, also that he had stolen annuity

goods. One of De Puy's erstwhile allies in Washington County Republican politics, John A. Unthank, heard reports "in circulation" that Agent De Puy was holding back the Pawnee money. The rumors that Unthank heard held that "directly" or through "friends" the agent was selling provisions to hungry Pawnees at a high profit, using the Pawnees' own money as capital. Unthank was not connected to Perkins. In fact he thought Perkins to be as bad as De Puy. In his February 26 letter to fellow Indianan Secretary of the Interior Caleb Smith, Unthank suggested that, honest men being extremely scarce, perhaps a Quaker from Unthank's Indiana hometown might be a suitable replacement for De Puy, but definitely not Perkins. He did not question the accuations leveled at De Puy. In his letter Unthank actually seemed more concerned about the supposedly unfair advantages of the agent over private traders in his sale of provisions to the Pawnees than he was about the alleged outrage of withholding the Pawnees' money that would make such sales necessary. Thus did charges about the Pawnee annuity money and employees' pay reach beyond the agency by word of mouth through the winter. <sup>163</sup>

The accusers' campaign began before the agent left to look for the money. Perkins had raised the charge at the beginning of January to at least two people at the agency that De Puy was a secret, conniving secessionist. Even before that Perkins had courted the support of Baptiste Bayhylle and Frank Dettie. Joseph McFadden, an interpreter who, like Perkins, had resigned or been dismissed by the end of 1861, suggested to Bayhylle and Dettie that the agent be tied up before he could leave. Then, he argued, the superintendent would be forced to come and make the annuity payment. In this way the Pawnees would get all their money. 164

Already in January 1862, as Perkins gathered affidavits, De Puy appealed to Supt. Branch in St. Joseph to send out an investigator, which effort Perkins tried to thwart. Whether or not he had any personal connection, Perkins wrote to one of the leading Congressional Republicans, Sen. Owen Lovejoy, Perkins insisted that the agent's appeal was only a dishonest ploy. He implored Lovejoy to use his influence to keep the Indian Office from sending anyone out to the agency. Perkins wrote that

the agent only pretended that he had nothing to hide. Perkins asserted that if he could have only ten more days he could prove the charges against De Puy with the "best of evidence" and would save the Indian Office the expense of sending anyone out to Genoa.

Very strangely, Perkin's January 20 letter to Sen. Lovejoy says nothing about the Pawnee annuity money nor employees' pay These main charges about that money do not appear in the letter. Rather he accuses the agent of stealing \$1000 and selling off agency property ("lumber, flour, grain, and every other thing that could be sold") for his personal benefit. He says nothing of the major charges that were outraging Pawnees and agency employees and reaching the ears of nearby off-reservation residents. One may wonder whether Perkins was already backing away from charges that he knew would be quickly disproved. Sen. Lovejoy forwarded Perkin's letter to Ind. Comm. Dole without comment,

This letter and De Puy's affidavits suggest the operation of a strange two-tiered campaign against the agent at his agency. The affidavits cited earlier of the Hollidays, Isaac Heston, and Patrick McMurray tell that Perkins himself had charged locally that De Puy had held back the Pawnees' and employees' money. A January 10 letter of Lester Platt, another leading conspirator, also advanced the charges concerning those great sums of money. Platt did not alter the letter even though he actually mailed it almost two months later. Yet, already on January 20, Perkins does not mention those major charges but only states lesser ones. But other agency employees and former employees relentlessly insisted that De Puy had taken the money, even if Perkins may have backed away from those charges on January 20.

In any case, the campaign against De Puy heated up at the agency after about February 1 when the agent began his pilgrimage east. Most of the employees boarded at the agency farmhouse where a group of several of them so bitterly denounced De Puy that no one could say anything on the agent's behalf without drawing the "venom" of this group. Joseph McFadden and laborers C. D. Clothier,

Judson Needham, and John Hashberger emerged as prominent agitators. Clothier had even threatened De Puy with physical violence upon the agent's return. Margaret Welch who cooked at the farmhouse, and her husband, Jonas, finally left the agency in March. They returned to neighboring Platte County because of this unrest.<sup>167</sup>

In addition to disaffected employees were local traders, with their particular concentration at Zig-Zag. Both Agent De Puy and his immediate superior, Supt. H. L. Branch, believed local traders to be a powerful and destructive influence over many years among the Pawnees. When the agent dismissed Lester Platt as agency teacher at the end of 1861, Lester and his wife, the redoubtable Elvira, settled perhaps at Zig-Zag. If so, their new location suggests their link with the traders, as also a remark by Supt. Branch in April 1862. De Puy asserted that several traders native to Virginia opposed him. On February 1, a William G. Bowman, who probably traded groceries to the Pawnees just off the Reservation, told a resident of Dodge County that "they" were bound to get rid of De Puy. Bowman pledged his readiness to pay \$250 himself for the effort. 168

De Puy's accusers carried their campaign to territorial worthies. We saw earlier that Perkins had boasted to Patrick McMurray in Platte County of the "traps" that had been laid for De Puy when he stopped at McMurray's home on the way back from Omaha, the territorial capital. <sup>169</sup> One cannot tell from this statement the nature of these "traps". But this early trip to the territorial capital indicates that the attempt at De Puy's removal may have already extended to top territorial political circles. The name came up of Andrew J. Poppleton ,who was to help defend Ponca Chief Standing Bear in 1879. William Moore of Fontenelle thought that Poppleton had much encouraged Perkin's efforts. However, Moore did not explain the link between a prominent early Democratic leader of Nebraska and a disappointed Republican politician. <sup>170</sup> Other testimony shows that Perkins needed no prompting for his thefts and intrigues. Subsequent events would point instead to Republican factionalism in Nebraska Territory as the major source of trouble.

At the beginning of March 1862, Alonzo Perkins personally took his case to Washington. Lester Platt sent a letter of introduction ahead of him to Sen. Harlan of Iowa of March 5. With the letter Platt enclosed that January 10 letter, which he only then forwarded with the March 5 writing. Perkins supposedly brought with him to Washington petitions and affidavits, which are not in Indian Office correspondence, that called for De Puy's removal. Platt wrote the Senator that, in addition to the cause of "justice and humanity", any help that Sen. Harlan could give to Perkins would be a personal favor to Platt. Lester Platt claimed that "leading men" of Nebraska Territory had endorsed Perkins as agent in place of Henry De Puy. Platt preferred to run the agency school. Henry J. Hudson claimed to be the justice of the peace before whom the accusing affidavits had been sworn. However, one affiant, Baptiste Bayhylle, later testified that he had sworn only before Perkins and, further, had been misled about the affidavit's contents.<sup>171</sup>

The aforementioned January 10 letter that now reached the Indian Office in Washington covered some important new ground relative to other charges against De Puy. Platt reported that De Puy used the agency school's appropriation to run a boardinghouse. Platt depicted the Pawnees as greatly desiring the school as the only means to "elevate" themselves but that the agent told Elvira Platt that he did not care if Pawnee children learned to read and write or not.

More importantly, Lester Platt's January 10 letter raised the question of the aborted hunt, which was causing such desperation among the Pawnees. As said earlier, in this January 10 letter Platt writes as if the agent had the Pawnees' annuity money and agency appropriation the whole time but had deceived everyone. According to Platt, the Pawnees had not canceled their winter hunt because of the distance to the herds. Rather, the agent had promised the annuity payment on December 1. Thus, De Puy had induced the Pawnees to remain home to wait for the payment while he held back the money.

One cannot simply dismiss this charge even though the agent clearly did not have the money.

Indeed, De Puy had requested in a November 1861 letter that the annuity money arrive in late January

for payment on February 1. But a despicable agent could have asked for the payment in late January, told the Pawnees to expect it in December, and then profited from the resulting privation. The story of the fires and the buffalo herds could have provided further cover for a scheming agent. The agent's plot would have unraveled when the money did not come when expected.

Such an accusation seems the hardest to disprove but Lester Platt was the only one to advance it. The charge does not appear elsewhere among the many charges put forward by De Puy's numerous accusers, though Herman Merrick's affidavit reflects knowledge of the accusation. Merrick confirmed De Puy's desire that the Pawnees go on their hunt. But we will see that no one, including Pawnees, seconded this potentially most troublesome charge during all the investigations that were to follow.

Besides, would the Pawnee chiefs have foregone an activity so vital as one of their communal hunts simply to wait for annuity money? Apparently the Pawnees were not to wait for their annuity goods in Summer 1871 when those failed to come when expected. They went on their hunt anyway. More likely, Pawnee leaders in late 1861 remembered the mauling of the previous summer and chose not to risk another one, especially under winter conditions. The herds really had drifted too far into the territory of enemies strong enough to harass the Pawnees even at their own agency.

One can only guess what the Pawnees were thinking at a time in their history when they produced no written documents, but De Puy's enemies did not forget the Pawnees. Alonzo Perkins claimed considerable personal authority among the Pawnees. When Perkins had made that visit to Patrick McMurray on the way back from Omaha, another man named Curtis was also visiting McMurray. At the same time that Perkins had urged McMurray to speak to the agent, Perkins also asked Curtis to tell Head Chief Piitareesaru to come to see him. Perkins even declared to one of his hearers that he could have the Pawnees scalp Agent De Puy any time he wanted. 174 Joseph McFadden, who identified with the Pawnee to the point of standing to some extent outside the settler community, 175 claimed considerable influence. McFadden while still interpreter declared that he did

not know if the agent intended to keep him as an interpreter but that he could force himself on the agent. No source records that McFadden said how he would accomplish this. But Herman Merrick noticed that McFadden spoke often with the Pawnee soldiers and on one occasion had claimed to control them. Another employee overheard McFadden assure the Pawnees that they had as much right in the agent's house as De Puy. McFadden declared that he was a privileged character and could do as he pleased.<sup>176</sup>

Such sweeping claims of authority over the Pawnees seem to have been empty but the talk of Perkins, McFadden, and others seriously disrupted the agent's standing with the Pawnees. 177

Testimony indicates that much conversation passed between Pawnees and local whites both on and off the reservation. The affidavits do not tell which language, or Pawnee or English pidgin, that the speakers used. Various anecdotes show that a number of Pawnees by this time had some command of English. 178 At the agency itself certainly mixed-blood Pawnees, Frank Dettie and Baptiste Bayhylle, could pass between Pawnee and English as probably many other mixed-blood Pawnees Among the whites Joseph McFadden and the Platts knew Pawnee. Another agency employee, Alice Holliday, also claimed to understand Pawnee. 179 In any case Pawnee complaints reached the ears of agency employees. And accusations against Agent De Puy from dissident employees and hostile traders reached the Pawnees, sowing distrust among an already distressed people.

The conspirators may also have exaggerated Pawnee belligerence as part of their campaign. At one point an agency employee declared that he would bet \$40 that the Pawnees would kill some whites if their money was not paid in a month. Others predicted that the Pawnees would surely kill De Puy for withholding their money so long. <sup>180</sup>

As mentioned, Agent De Puy had withheld annuity blankets until the onset of cold weather.

Agent employees recounted that a small amount of other annuity goods had also been held back, but agency farmer, Herman Merrick, estimated the value of all these goods to have been worth no more

than \$150 along with some cloth. This would have been out of about \$20,000 worth of goods. Merrick affirmed that nearly all, if not all, of these goods were given out, largely as gifts to poor and old Pawnees. 181

These withheld goods and occasional gifts seem not to have bred Pawnee resentment, but hard feelings and suspicions grew with the annuity money's continued delay. At one point McFadden told the Pawnees that De Puy had sent a message to Merrick that he would return in a couple weeks. Pawnees told employee, Alice Holliday, that if the agent did not return in that time that they would slaughter the agency's cattle and hogs to eat. Alice Holliday replied that they should not do this. She reminded these Pawnees of the great amount of corn that had been given them through the winter. Unsatisfied with this explanation, Pawnees insisted that the corn was theirs and they should get it all. 182

The Pawnees seemed to accept the accusation that Agent De Puy had had the money all the time and had left with it. But his wife, Elvira (Merrick) De Puy, was still there (again, no mention of the couple's small daughter). The Pawnees reasoned that surely the agent would eventually return so long as his wife remained. The Pawnees therefore began to watch the agent's house to insure that she did not leave. In his 1863 defense De Puy related that the conspirators at the agency urged the Pawnees to bind Elvira De Puy and hold her hostage in their lodges. Instead, he found out that Pawnee leaders told Mrs. De Puy that she must not leave the reservation and posted a guard at the agent's house. <sup>183</sup>

Through all this turmoil, the agency continued to function in De Puy's absence. Major distributions of corn proceeded through February and March Witnesses asserted that Herman Merrick and Elvira De Puy made small gifts of flour and other goods to poorer Pawnees. Buffalo herds moved nearer the agency in February. Merrick persuaded the Pawnees to attack those herds and gave them supplies.<sup>184</sup>

Meanwhile the wandering agent had planned for the coming year. On February 12 De Puy sent in suggestions concerning the next summer's annuity goods while still traveling east seeking the

missing money. The agent recommended that no tinware be sent, which the Pawnees simply sold off for little return. But he passed on Pawnee preference for glass beads and their desire for scarlet cloth. The chiefs and soldiers requested medals with the President's image and four flags, one flag for each band. De Puy noted that the medals and flags were much esteemed. On behalf of the Pawnees the agent asked for 500 "Indian (or Short Handled) Hoes", 50 to 100 tomahawks as things that would give "much satisfaction", and the "usual supply of Axes, Hatchets, and Knives". He concluded with a request for beaver traps. <sup>185</sup>

On March 1, Acting Ind. Comm. Charles Mix sent authorization to De Puy to arrange for the coming season's cultivation. The agent received permission to spend \$4500 for the plowing and planting of new ground for the Pawnees and to buy twenty sets of harness to enable the Pawnees themselves to plow previously broken ground. Apparently while in the East, the agent ordered nine breaking plows on credit against the \$4500 but found that he could not buy harness on credit against that authorized money. So the agent went to Chicago to borrow money on his personal credit to buy the harness. On his own De Puy bought 150 bushels of seed potatoes. He paid for fifty bushels and bought the other 100 bushels on credit. 186

Despite the Pawnees' desire for traditional types of annuity goods, De Puy retained his assimilationist dreams at least for Pawnee cultivation. The agent claimed that the Pawnees wished to learn white methods of farming. We have seen that, whether sincerely or not, Pawnee leaders in Summer 1861 had promised to work in the fields during the 1862 season. The potatoes would have been a new crop for the Pawnees. Such a massive purchase would seem to have been for their benefit.

Probably during the weeks after his return to the agency, De Puy was to make two contracts for the breaking and planting of new ground. The first contract provided for the plowing of 1,000 acres at \$3.00 per acre. De Puy hired men to supervise the planting of that new ground to corn, potatoes, beans, squashes, "etc." Unexplained circumstances scuttled that contract. The agent then made a second

contract with a John Monroe to break, again at \$3.00 per acre, as much land as he could with thirty yoke of oxen within sixty days of May 12. The agency was to furnish the plows and sharpen them. De Puy recommended quick approval of the contract.<sup>188</sup>

Almost certainly unaware of these efforts and plans, Pawnee distrust continued. Ominous secondhand reports reached Omaha where De Puy awaited Supt. Branch and the money. In late March De Puy heard an alarming report concerning Elvira De Puy. This version of events held that Elvira had been driven back by the Pawnees and placed under house arrest when she left the agency to visit a neighbor. At about the same time the U.S. marshall for Nebraska Territory, Phineas Hitchcock, warned Washington authorities that the Pawnees were becoming increasingly hostile to whites in general. On March 29 the U.S. marshall wrote that he feared war with the Pawnees if their money did not arrive soon.<sup>189</sup>

Again, these later, more extreme reports about affairs at the Pawnee agency seem to have been secondhand. Testimony from those who had been at the agency during this period do not seem to corroborate them. But these rumors do reflect the rising tensions at the agency and the growing anxiety of those living nearby. Pawnee patience may indeed have been near the breaking point at the end of March 1862.

## **DELIVERANCE AND INVESTIGATIONS**

So where had the money been all this time? The Indian Office probably had not sent the money earlier because it had not had the money to send. The ongoing Union war effort had soaked up much of the North's currency.

When the Civil War began, the day-to-day money supply consisted basically of a wide variety of bank notes. State-chartered banks issued most of this paper. Notes issued in particular by New York

banks circulated widely. All this paper seems to have been exchanged much like securities at varying values on the assumption that there were reserves of gold and silver to back the paper. <sup>190</sup>

Then came a desperate scheme to finance the Union war effort. Lincoln's Secretary of the Treasury, Salmon Chase, cajoled the large banks of New York, Philadelphia, and Boston to underwrite a \$150 million government bond but would accept only silver and gold in payment. Due to the resultant strained supply of gold and silver coin and uncertainty over the course of the war, Northern banks stopped redeeming notes in specie in December 1861. The Union's money supply largely dried up.<sup>191</sup>

At length, Congress responded with the Legal Tender Act of February 25, 1862. This act greatly increased the nation's money supply by authorizing the first federal Treasury notes (greenbacks) theoretically valued in gold. As one can see by the date, Congress created this new money as Agent De Puy was already on his way east seeking the mysteriously absent funds for his agency As noted, the money had already been sent west shortly before the agent arrived at Washington. Supt. Branch collected the money at St. Joseph in the familiar form of a "draft on New York". When the local banks redeemed the draft using the new greenbacks. De Puy had agreed to go on ahead to his agency but, as mentioned, dared go no farther than Omaha.

Meanwhile Supt. Branch had stayed behind in St. Joseph to turn the Treasury notes into a form of money that the Pawnees would accept—gold coin. Not finding any gold coin in St. Joseph, Supt. Branch, like De Puy earlier, went east, in his case to New York. On March 13 Branch telegraphed Ind. Comm. Dole from St. Joseph that \$15,000 in gold was being prepared for Agent De Puy. The superintendent finally telegraphed Agent De Puy that he would leave St. Joseph and join him at Omaha on March 27 for arrival at the agency on March 29. The superintendent was bringing \$17,620 probably exclusively for the Pawnees, which was less annuity money than De Puy had estimated for the Pawnees in November 1861. Supt. Branch also brought \$1065, which may have been to cover the employees'

pay for the fourth quarter of calendar year 1861, their missing pay. The previous quarter's pay may have been paid in Summer 1861 along with the distribution of the Pawnee annuity goods. In any case, Supt. Branch was to show up at the agency with \$18,645. De Puy wrote Ind. Comm. Dole that he intended to take with him to the agency the territorial governor and "several of the most respectable businessmen of Omaha" to examine his management of the agency. 195

But the agent, superintendent, and the territorial governor all feared trouble at the agency. The governor and superintendent successfully requested the deployment at the agency of twenty-five dragoons from Ft. Kearney. Leaving Omaha with an escort, Agent De Puy, Supt. Branch, and their guests reached the Genoa agency on March 30. The agent's enemies were waiting but the dragoons failed to show up. The dragoons had found the water of the Loup River too high to cross. Agent De Puy's usual luck was holding. Should violence arise, there would be no force capable of controlling it.

During the several days that followed, Supt. Branch conducted his investigation. Branch claimed to have talked to many people highly respected and in authority in Nebraska Territory. These people had exonerated De Puy completely while declaring the character of the agent's accusers to be questionable. These testimonials apparently came from the dignitaries who had accompanied the agent and superintendent to the agency. Branch talked to people who lived on or near the reservation. Supt. Branch also observed for himself conditions at the agency and among the Pawnees and did agree with Lester Platt that the agency was in the worst possible shape.<sup>197</sup>

But in evaluating the agent's management, the elite testimony along with that of a Catholic priest living near the agency seemed to bear great weight with the superintendent. Supt. Branch particularly commended De Puy's policy of giving out the annuity blankets gradually to prevent local traders from prying them loose from the Pawnees, as he believed would have happened if issued all at once.

Branch noted that most of the accusations against the agent came from outside traders and discharged employees. The superintendent regarded off-reservation traders as people who had long "demoralized"

the Pawnees. In his investigation Branch did combine the Pawnee experiences of the winter and summer hunts, mistakenly stating that the Pawnees had also missed the Summer 1861 hunt. 198

Supt. Branch did not mention Pawnee testimony in his letters though he had counciled with the Pawnees. Instead, Lester Platt recounted that the superintendent visited the lodges of leading Pawnees, including that of Head Chief Piitareesaaru. The chief said nothing of having been persuaded to cancel the winter hunt to wait for the money annuity but did point out the poverty of the people in his lodge. He also complained that no school had yet been organized. Supt. Branch apologized to the chief that the men sent to his people had wronged them. Platt then tells us that Chief Piitareesaaru had pointed to him (Platt) as a man who would be a worthy agent. Platt noted that the visitors found sickness and poverty in every lodge that the superintendent entered. 199

On April 4, several days after the superintendent's arrival, the Pawnees at last received their money. Agent De Puy perhaps carried out his census of the Pawnees even as the money was paid out, all for the sake of a per capita distribution. Both the census and the payment seem to have taken place at the head chief's lodge. At least Piitareesaaru enjoyed that much acknowledgment of his authority.

Despite all Supt. Branch's efforts, \$5,000 of the annuity money remained in the form of Treasury notes. Even in New York Supt. Branch had not found quite enough gold coin. As expected, the Pawnees refused to to accept the paper money.

But Supt. Branch successfully showed the Pawnees the value of that paper money. Branch considered a \$1,000 purchase by Agent De Puy (probably of provisions) from the agency trader as having been made at a reasonable price. This and other Pawnee debts to the agency trader amounted to \$5,000. The superintendent persuaded the Pawnees to take the \$5,000 in notes to the trader where they would be good as gold for the Pawnees' purposes if not for the trader's. At this time the notes' value in gold was probably still close to their face value, which was to change in a few months. <sup>201</sup>

The payment and investigation accomplished, Supt. Branch prepared to return to St. Joseph to make his report, which was generally favorable to the agent, when a Charles H. Whaley appeared before him. Whaley reportedly had circulated a petition against De Puy early in 1862. Then, in April, a few days after Branch's arrival, Whaley had presented himself as counsel on behalf of the agent's enemies. Now, two days after that visit and on the very day of the payment and census, Whaley had received a letter from the Indian Office dated March 15 instructing him to join Branch's investigation of the agent. Whaley and Branch were to work together. Whaley had immediately showed his newly-received letter to the superintendent as Branch was about to leave.

Whaley's commission was for a "judicial" investigation, which involved taking sworn testimony. Supt. Branch protested to Whaley that, according to his own instructions of March 8, he had already made his investigation and was satisfied with it. Beside this, a "judicial" investigation would take too much time and he had other "appointments" to keep.<sup>202</sup>

The superintendent was dissembling his motives. Later, on April 10 Branch wrote Ind. Comm. Dole from St. Joseph that taking testimony at the agency at that time would have run the risk that the agent's supporters and enemies would have attacked each other with no force at the agency to quell it.<sup>203</sup> The superintendent feared white violence at the agency rather than any from the Pawnees.

Whaley accepted the explanation that Supt. Branch offered, but Agent De Puy strenuously objected to Whaley's appointment as investigating commissioner. Understandably, De Puy did not trust Whaley's impartiality. Whaley, Branch, and De Puy, in the presence of the visiting territorial worthies, decided to defer a report on De Puy's administration until Branch had reported his findings and De Puy had submitted his protest and evidence. In the meantime, De Puy promised Whaley full access to the agency's facilities. The agent expressed willingness to appear before Whaley and Branch together. Branch agreed to return to the agency for the hearing.<sup>204</sup>

The reader will notice that Ind. Comm. Dole had ordered a second investigation of De Puy's administration despite the earlier order made to Supt. Branch. Dole had ordered the second probe even before the completion of the first. John Unthank's February 26 letter had disturbed Secretary of the Interior Caleb B. Smith. The Interior Secretary had then prompted Ind. Comm. Dole to send Supt. Branch the March 8 instructions to investigate the Pawnee agency when he arrived there with the long-missing money. Then on March 15 Dole commissioned Whaley to examine affairs at the agency before Branch could even arrive to make the first investigation. Having himself met the agent at Leavenworth, KS, in February as the agent headed east seeking the agency's funds, Dole knew that De Puy had not stolen the money. Neither the agent nor anyone else then had the money to steal. In fairness other lesser charges still remained for inquiry, but other considerations probably led to Whaley's March 15 commission and approach to Supt. Branch.

Intrigue involving official patronage was emerging in Washington with Territorial Delegate Samuel Daily a central figure. On March 10 someone filed an application in Dole's office on Charles Whaley's behalf for the position of Pawnee agent if De Puy was removed. Also, by about this time, Brownville, N.T., businessman, Benjamin F. Lushbaugh, was cultivating Delegate Daily's favor in the national capital.<sup>206</sup>

In his 1863 defense Henry De Puy depicts a cozy arrangement. Daily's client, Benjamin Lushbaugh, was to have the Pawnee agency, but De Puy;s enemies judged that the Indian Office could not replace him while Supt. Branch pursued his investigation at the Genoa agency. Thus Dole's office sent the March 15 commission for Whaley's investigation. According to De Puy, the messenger who delivered Whaley's letter of appointment on April 4 told Whaley and others that an unfavorable finding was expected. De Puy wrote that the messenger told Whaley that Lushbaugh was to have the position of agent but that Whaley would have his pick of agency appointments under Lushbaugh. The

messenger told Supt. Branch that Whaley was to work alone. Branch's name would only be appended to the finished report as a personal courtesy to Harlan Branch as Superintendent

Not surprisingly, Comm. Dole later denied authorizing his courier to make such statements to Whaley and Branch,<sup>207</sup> and in his reports Supt. Branch gave no hint that anyone had tried to set him aside. We have seen that when Whaley showed Branch his letter the superintendent had already completed his investigation and did not want to make another one with Whaley. But both reports were to be filed. De Puy agreed to appear at the agency before both Branch and Whaley if the Indian Office still chose to use Whaley as an investigator.

As he left after this interruption, Branch ordered Agent De Puy to remove from the reservation all discharged employees and others without business there, but Branch wrote that he doubted that he would. He thought that the horde of De Puy's enemies had intimidated the agent. Yet the presence on the reservation of people already dismissed from service indicates some degree of assertiveness. Also, De Puy's employee list of June 1862 indicates that interpreter Joseph McFadden and teacher Lester Platt had been discharged or had resigned by the end of 1861. Alonzo Perkins had resigned as agency miller in November 1861 when he found that De Puy was watching him. But all three of those last named people remained active around the agency if not also living there. In Spring 1862, De Puy did finally sweep his enemies off the reservation completely.

This created problems for Charles Whaley and Alonzo Perkins. Whaley and Perkins both complained that these expulsions prevented them from keeping witnesses together for further testimony. But a surprisingly forceful Henry De Puy, given Supt. Branch's remarks, refused to allow people back on the reservation who had sworn affidavits against him and whom he had driven from the reserve. The agent insisted that he was still agent until his commission was revoked, and he would use all his power to prevent their return. Further, if Branch did not stay for an immediate investigation, De Puy declared that he would collect affidavits and send them to President Lincoln. Again, Whaley

complained of complete lack of cooperation from De Puy, but the agent asserted that, in the presence of Supt. Branch and the other visiting dignitaries, he had promised Whaley free access to the agency.<sup>210</sup>

As promised, Supt. Branch having left, De Puy gathered his affidavits. On April 15, 1862, he sent a huge collection of affidavits to the superintendent's office in St, Joseph. The agent accompanied the affidavits with an introductory letter denouncing Whaley and other accusers. Branch forwarded all this to the Washington headquarters on April 25.<sup>211</sup> About a week later the agent sent a few other affidavits that severely condemned former interpreter Joseph McFadden and also Perkins, which Branch forwarded on April 30.<sup>212</sup> Later, on May 16, Henry De Puy would personally deliver affidavits to Washington officials that impeached Perkin's character and also defended engineer, Hugh Roseburgh, from attacks made against him by the agent's enemies.<sup>213</sup> All this material joined the agent's protests of April 5 and May 15 of Whaley's appointment as investigator.

That first April 25 collection of affidavits by far reveals the most. This paper has much relied on them for information on the agency's operations. The affidavits in this collection also describe much of the unrest at the agency through the early months of 1862. In the April 15 cover letter that the agent sent with those affidavits he promised two letters and twenty-one affidavits in his support. For whatever reason the letter from a Catholic priest at Columbus and eight of the affidavits are missing. Also the petitions and affidavits that the agent's accusers supposedly sent or delivered to Washington do not appear in the Indian Office correspondence. Remarkably, despite De Puy's crippled administration and the delayed and still absent pay, eleven agency employees swore to affidavits backing their beleaguered boss. This group included two mixed-blood Pawnees. Frank Dettie's affidavit is among the missing but that of the noted man of two worlds, Baptiste Bayhylle, is present.

The April 25 affidavits suggest some sort of split within the Genoa Mormon settlement. We have seen that a comparison of surnames among agency employees with those on the list of Genoa Mormons of October 1859 plus a few names from the 1882 Andreas history indicate that several

members of that community worked for Agent De Puy. In April 1862 six of these Mormon agency employees signed affidavits backing De Puy. But the most prominent leader of the Genoa Mormons, Henry J. Hudson, helped lead the effort against the agent. He even claimed to be the justice of the peace before whom the affidavits against the agent had been sworn.<sup>214</sup>

The Genoa Mormons may have been prone to factionalism. We have already seen that, while seventeen Mormon leaders had signed a petition on October 1859 defending the first agent at Genoa, a faction had withdrawn to relocate at Florence, N.T., and Omaha. There, they had supported Republican accusations against that same agent, J.L. Gillis. Now, in 1862, some members and leaders of the Genoa community supported Agent De Puy while the most noted leader of the Genoa Mormons emerged as one of the agent's principal accusers.

Henry J. Hudson even stood accused of being an accomplice in Perkin's thefts from the mill. It was a non-Mormon employee, Hugh Roseburgh, who made that accusation in his affidavit, but the Mormon defenders of De Puy did not protest the statement. Additionally, one of the likely Mormon employees, Henry Holliday, seconded Herman Merrick's remark that Hudson had not fulfilled an obligation to bring a bolt of wood to the agency to be cut into shingles as the agency's share.<sup>215</sup>

These accusations against Hudson seem never to have been investigated. But certainly this leader of the Genoa Mormons helped lead a diverse group of off-reservation traders and disaffected employees against another group that probably included several members of his own community.

In any case, the wrangling continued at the agency as both sides marshaled their evidence.

Already on April 1, while Supt. Branch was still at the agency, Perkins had written from Omaha asking the Indian Office to overrule the decision of the superintendent and Agent De Puy to call for troops from Ft.Kearney to remove the agent's accusers. He could not have known that those troops had been unable to reach the agency. Several days later Joseph McFadden wrote to Washington to complain of his dismissal supposedly for taking the Pawnee side against the agent's maladministration,

though McFadden seems to have already been off the agency payroll for several months.<sup>217</sup> On April 16 Perkins asked for copies of the first crop of affidavits that De Puy had sent to Washington. He claimed to write on behalf both of himself and other accusers for copies of such papers "as reflect against them".<sup>218</sup>

In another letter to Washington, Charles Whaley added more drama. Along with the agent's alleged obstruction, Whaley feared that the agent was using "improper means" to silence unfavorable witnesses. Whaley claimed to have been approached by a Columbus businessman, John Rick, "a confidential friend" of De Puy who offered him \$300 to clear the agent and end the investigation. Whaley of course stated that he had refused but suspected that others had been so solicited.<sup>219</sup> One cannot prove the truth of the accusation one way or the other, but the charge did not reappear.

On May 1 came Alonzo Perkins's removal from the reservation. Though not on the agency payroll since the end of 1861, he was obviously a strong presence at the agency if not actually living there in early 1862. But on May 1 De Puy sent ten or twelve men to force Perkins off the reservation. One of the current agency employees, E. H.. Rogers, apparently led this delegation. Rogers offered Perkins \$100 in the coveted Treasury notes and a voucher for \$150 that Perkins was expected to sign. De Puy claimed to have already advanced to Perkins \$50, which Perkins denied. Rogers told Perkins that he could take the \$100 or nothing and would be taken by force off the reservation if he did not sign the voucher and leave at once. This payment and voucher apparently covered Perkins's salary for the fourth quarter of calendar 1861. Perkins signed the voucher under protest. Then strangely, four of the men, Herman Merrick, Frank North, W..E. Harvey, and E. H. Rogers himself agreed to swear to a statement at Perkins's request. Perkins wrote that this statement did not have the desired "construction". Indeed the sworn statement took no actual stand on Perkins's dispute with the agent but only acknowledged it. But Perkins sent this sworn statement and the protest to Ind. Comm. Dole. He asked to be reimbursed for the missing \$50.<sup>220</sup>

Again, the feuding whites did not forget the Pawnees. In the April 15 cover letter for the first crop of affidavits, De Puy had complained that Whaley daily talked with Perkins and the "horde of traders" near the agency. De Puy warned that Whaley and others were "demoralizing" the Pawnees. Allegedly, De Puy;s enemies threatened to use the power of Whaley's commission to depose chiefs and soldiers who remained loyal to the agent and replace them with others who would accuse De Puy.<sup>221</sup>

Whatever the Pawnees may have thought of such threats, their leaders themselves attempted to take care of important business as the agency's administration crumbled. Ind. Comm. Dole had disallowed De Puy's plowing contract claiming that it was too expensive. Dole claimed to be able to have land in Illinois plowed at \$2.50 per acre rather than \$3.00, as if the effort to plow land in Illinois was necessarily comparable to the same work in Nebraska. De Puy was to retort that Dole nonetheless allowed for plowing contracts for \$5.00 per acre on other reservations. In any case, seeing that nothing had been done, on May 21, Head Chief Piitareesaaru journeyed to the telegraph office at Columbus and sent a telegram requesting the plowing. Supt. Branch forwarded the telegram to Ind. Comm. Dole despite his usual reluctance to interfere in a local agent's administration. Branch remarked that the money for the plowing had arrived at the St. Joseph office but the agent had not called for it and was absent. We will see that by this time Agent De Puy had already been removed as well as his plowing contract rejected, though the nine plows that De Puy had ordered were waiting at Omaha. The superintendent asked for an answer by telegraph and noted that the season was growing late. The Pawnee telegram featured the signature, "Peter La Sharo". 222

Several weeks earlier Whaley had already sent in his report. On April 7 and 10, 1862, Whaley had mailed them in. He sent copies of the reports on May 5 and was to send in his bill for his investigation on July 1.<sup>223</sup>

But there was no hearing. De Puy, who was in Washington in May, simply found out on May 15 that he was removed, six days before Head Chief Piitareesaaru's telegram. De Puy went to William Dole's office to demand another investigation if Supt. Branch's report was not to be considered final. De Puy tells us that Ind. Comm. Dole agreed to yet a third investigation and promised to send a letter to President Lincoln. But De Puy reports that when he went to Dole's office on the morning of the next day, May 16, Dole told the deposed agent that he had not sent the letter. Delegate Samuel Daily had assured Dole of the high character of the accusers and the truth of the charges against De Puy..

That very day De Puy sent his own letter to President Lincoln. The former agent pointed out briefly the absurdity of the accusation that he had stolen money that he clearly had not had. He protested that his enemies had tried to induce the Pawnees to kill both him and his wife, Elvira. De Puy contended that he was not "tenacious" of his position but only of his reputation as a faithful government official. "A. Lincoln" simply referred the letter "respectfully" to the Interior Department.<sup>224</sup>

Secretary of the Interior Caleb B. Smith then promised De Puy to withhold his successor's commission until De Puy filed his denial of the charges. The ousted agent recounts that he only desired that another investigation clear him and he be officially reinstated as agent. Then he would resign the position and ask for no other office. He only wanted his reputation to be clean. But after De Puy had filed his denial on May 19 the Interior Secretary again told De Puy that he had no authority to hold up Lushbaugh's commission as De Puy's replacement. Henry De Puy was out and without vindication, Yet after another protest by De Puy, Interior Secretary Smith and Ind. Comm. Dole agreed to yet a third investigation.<sup>225</sup>

Meanwhile the arrangements for the transfer of power at the Pawnee agency advanced. Earlier in this whole intrigue, Benjamin Lushbaugh had written a May 11 letter to the editor of the <u>Nebraska</u> <u>City News</u> announcing his award of the contract to deliver mail between Nebraska City and Ft.

Kearney. Lushbaugh praised Delegate Samuel Daily for the new service. The <u>News</u> editor, who loathed Daily, printed Lushbaugh's letter but pointedly refused to echo Lushbaugh's praise of Daily. Lushbaugh promised that the new service would begin on June 1, 1862.<sup>226</sup> Instead, Lushbaugh took office as Pawnee agent in June 1862. De Puy claimed that Daily and Lushbaugh had secured Dole's support for Lushbaugh's replacement of him by promising the position of agency trader to Dole's son-in-law, a man surnamed Rudy.<sup>227</sup>

Edward B. Taylor, Registrar with the U.S. Land Office at Omaha, received the commission to conduct the third investigation. On June 18 the Indian Commissioner's office sent this lucky man notice of his appointment and the huge volume of reports, letters, and affidavits concerning De Puy's administration. All this material actually reached Taylor through the last days of June 1862.

Taylor did not receive this appointment with eagerness. He explained to William Dole that this new assignment would "neither be agreable (sic) nor profitable, as you are aware". He wrote that the only reason that he took the appointment from the Secretary of the Interior was that an investigation was "due" both to Henry De Puy and to the government. He promised to try to forward a full report at an early date. <sup>228</sup>

Meanwhile, Henry De Puy had returned to the distracted agency. The Pawnees had received their money. De Puy's employees had collected their pay for late 1861, but no one had provided the employees' pay for the first half of calendar 1862. De Puy wrote that he had paid from his own resources such obligations as had been met. He advanced some of his employees money or goods. Others had gotten nothing of their 1862 wages. Naturally, these employees suffered all the more anxiety when news arrived that De Puy, although present at the agency, was no longer agent.

De Puy began to give his employees certificates of indebtedness, but when newly-appointed Benjamin Lushbaugh arrived on June 17 he objected. He feared that these certificates would be mixed with his own accounts and make the expenditures of his administration look larger. On June 17 De Puy

made a list of his employees, the job each employee performed, length of service, and the money due the employee. Lushbaugh proposed and De Puy agreed to take vouchers from the employees with the full amount due, with the understanding that the vouchers were null and void until the certificates of indebtedness, which were also issued, were taken up by the Indian Office and paid. Then De Puy would present these fully paid and signed vouchers to the Indian Office and they would be put with De Puy's other accounts. De Puy explained in a later letter that the two men had made these financial arrangements under the same roof and sometimes at the same table. De Puy apparently kept the vouchers and pledged not to present them until the certificates were taken up and paid. Lushbaugh received the certificates along with a memorandum that explained the situation. Lushbaugh seems to have later distributed the certificates to the employees. Lushbaugh believed that in this way the employees would be paid in a month.<sup>229</sup>

De Puy heard about Taylor's new investigation on July 1, 1862. De Puy later wrote that he had been about to turn in his 1862 accounts when he got the news and had then simply bound up his accounts and ceased all official action. He recalled that obviously the "Department" had frozen all correspondence with him anyway by July 1.<sup>230</sup> He then probably left the Pawnee reservation never to return.

Thus did De Puy's tenure end. De Puy had nominally turned over the agency property to Lushbaugh on June 20. The new agent could now complain that the former agent had occupied the agent's house ten days longer than he should have. The new agent could point out the dire condition of the Pawnees' and their agency. He could assert that "civilization" had completely failed thus far among the Pawnees.<sup>231</sup>

In one sense the Pawnees certainly did retreat from "civilization". Lushbaugh reported that the Pawnee women attempted to till some of the fields broken earlier but had largely wandered off into nearby ravines, their traditional practice. In some cases these new garden patches extended beyond

reservation boundaries into adjacent Platte County. There, settlers' cattle raided some of these patches, producing bitter disputes between the Pawnees and their off-reservation neighbors. Lushbaugh blamed this abandonment of the open fields partly to the chiefs' favoritism. They had allegedly apportioned plots among Pawnee women out of preference to relatives and cronies.<sup>232</sup>

However that may have been, though the Pawnees evidently appreciated the open fields, they expected them to be plowed for the coming season. The Pawnee women had broken some land with their hoes during the first one or two seasons at the reservation. But the failure to arrange plowing for the open fields may have produced a change of heart in favor of once more seeking the more easily tilled earth of the ravines. Besides that, agency employees themselves gathered scant yields through "civilized" cultivation during the 1862 season.<sup>233</sup> They were hindered by the lack of plowing, and also drouth.

It was the Daily Republicans who likely triumphed with De Puy's removal. As mentioned, when De Puy took office in Spring 1861, the editor of the Nebraska City News considered him one of the officeholders marked for removal by the Daily faction. On September 20, 1862, the News republished a statement by De Puy's former boss, Harlan Branch, who by then was also editor of the New Era of St. Joseph, MO. Branch had fumed that the prosecution of De Puy was the "most infamous and malicious ever conceived by man or devils. The dirty crew in Nebraska who have thus persecuted him are a gang of unmitigated scoundrels too mean to live and too infamous to die". Branch did not identify the "unmitigated scoundrels" nor the "dirty crew in Nebraska", but the editor of the News ranked them with Samuel Daily and the Republican elite associated with him. De Puy, by the way, had been jailed at least briefly for supposedly stealing \$30 when hundreds to thousands of dollars were in dispute.<sup>234</sup>

A week later the <u>Nebraska City News</u> attempted to "Keep it Before the People". This long list of Daily's alleged misdeeds accused the territorial delegate, among many other things, of inventing charges against De Puy. Daily, said the accusation, had arranged the removal of "one of the purest men

in Nebraska" before a trial could be convened. Then, said the <u>News</u> editor, Daily had elevated Lushbaugh, "one of the most unscrupulous of his tools, a renegade democrat" to De Puy's place.<sup>235</sup>

The News had claimed in the summer that Daily had meddled elsewhere in Indian affairs. The paper published two short notices that various agents had plundered their agencies to make lavish campaign contributions to Daily. The News editor also charged that the Oto-Missouria agent had bought his commission from "Skisms" Daily and that relatives of Daily "had all the pickings at the Otoe annuities". A man had been arrested at that agency for "undue influence" for "speculative and political purposes" over "these Indians". In late October 1862 the editor credited Daily's re-election largely to fraud and false promises. Allegedly, Daily had "farmed out" annual contracts to "hundreds" of persons for plowing, planting, and procurement of supplies for Indian agencies. Then the contracts were repudiated the day after the election.

One probably cannot take all these charges at face value. But the political pasts of Henry De Puy and Alonzo Perkins in Washington County Republican contests showed the presence of Republican factionalism in Nebraska Territory. Then had come the warning of the News editor in June 1861 concerning De Puy and other officeholders. Lushbaugh's own letter of May 11, 1862, tied him to Daily, which the News had published with a minimum of comment. Then the anger of the News editor rose to intense heat against both Daily and also Lushbaugh as one of Daily's "tools" and clients. A few years later Omaha Agent Robert Furnas, his patron Samuel Daily, and Ind. Comm. William Dole were to join in a collective enterprise to share the profits of the store at the Omaha agency, which supports reports of rivalries and even corrupt intrigue in Republican Indian service administration.

And Henry De Puy's enemies returned to the Pawnee agency. Never mind Elvira Platt's testimony that the electors involved in the De Puy dispute had been banned from the reservation.

Lester Platt returned as agency teacher although Agent Lushbaugh dismissed him without explanation at the close of the quarter ending September 30, 1862. Elvira remained.<sup>239</sup> Alonzo Perkins turned up

as "Engineer" until he resigned on November 22, 1862.<sup>240</sup> Then who should emerge as agency farmer but Charles H. Whaley? He was later to marry one of Elvira Platts's nieces.<sup>241</sup> Joseph McFadden was back. In May 1863 Lushbaugh commended him as "a responsible white man" whom he had sent with a party of Pawnees returning horses stolen from the Delawares. He was probably the same Joseph McFadden who was to command the first Pawnee Scout Battalion in 1864.<sup>242</sup> In short, a network of people linked to Samuel Daily, or at least united against De Puy, now controlled the agency.

De Puy's 1862 employees still awaited their wages. Through Fall 1862, Agent Lushbaugh forwarded to the Indian Commissioner's office the certificates that the outgoing agent had handed him the previous June. He simply sent them in with other unpaid accounts from the previous agency administration.

During those months the era showed its love for speculative paper. Various 1862 employees "assigned" their certificates, one at least to a claim agency, some to other investors. Probably a former employee would sell his or her certificate to an entrepreneur at a discount. The purchaser would then hope to profit when the Indian Commissioners's office honored the certificate and issued money for the certificate held by that purchaser. In this way 1862 employees probably received at least most of their pay.

The holders of the "assigned" certificates may have experienced some uncertainty. On October 18, 1862, Lushbaugh asked his superiors if it was proper to honor the certificates submitted by the new holders.<sup>243</sup>

Investigator Edward B. Taylor cleared Henry De Puy of all charges by sometime in Fall 1862. The aforementioned articles printed by the <u>Nebraska City News</u> on September 20 hailed this result. Taylor may have arrived at his decision as early as August 8, 1862, though he was to spend another few months wrapping up his operations.<sup>244</sup> In his 1863 pamphlet De Puy quoted Taylor as saying that the "prosecuting witnesses" were "men of bad character, and are not entitled to credit", further that their

testimony was "eontradictory and inconsistent". On December 2, 1862, Secretary of the Interior Caleb Smith sent a letter to President Lincoln. The Secretary commended the character and intelligence of Taylor and found in favor of De Puy.

Yet Lincoln still refused to reinstate De Puy even in the limited sense that the agent had proposed to the Indian Office. The President of the United States did not want to back the agent on his own authority contrary to the wishes of a nonvoting territorial delegate, Samuel Daily. The busy wartime President typically showed this sort of deference, perhaps one could say even dependence, on frontier Congressional delegations. The President instructed Daily and Ind. Comm. William Dole to work something out.<sup>245</sup> Predictably, nonething happened. Henry De Puy remained out of office without the full vindication that he desired despite his open letter to Lincoln of 1863.

## **CONCLUSIONS**

Despite the bewildering array of contacts between native peoples of the Americas on one hand and Europeans and their descendants in the Americas on the other, there seems to be at least one constant: the great gap between ethical ideals and realities. From earliest European colonization, initial benevolence and self-interest coexisted. Everywhere, quite soon greed and power hunger among both natives and newcomers, along with European and American arrogance ruined any lofty ideals. Distant official goodwill could rarely compete with intense local self-interest of all kinds. Even when cruelty is not intentional, we human beings have an endless capacity for self-deception about our true motives and the results of our actions. Thus European cultures' obsessions, both official and popular, compromised formulated ideals, whether an invading power's state ideology was the ardent, stringently orthodox Catholicism of 16<sup>th</sup>-century Spain or the hash of Enlightenment ideals and missionary impulses of the 19<sup>th</sup>-century United States. In the United States the great disparity of power between a rapidly expanding nation and that of native peoples created physical and cultural constraints

that native peoples could resist only temporarily at best. Whatever the official and popular rationalizations, the dominate culture insisted on its own way. The power of the United States relative to that of native peoples gave the United States the luxury of defining other peoples' interests in terms of its own.

By 1857 the Pawnees for some time had found themselves squeezed between two such expanding powers: the United States and the equally triumphant Lakota Sioux. We have seen that this occurred as the resources of the Pawnee homeland dwindled, as had happened earlier to their eastern neighbors on the old Missouri River trading corridor. The Pawnees hoped for relief from these pressures. American officials hoped to release land for non-native settlement and remove the Pawnees from the main routes of emigration and commerce. Besides this, Anglo-American policy makers felt toward the Pawnees the usual 19<sup>th</sup>-century American missionary impulse to save a native people from itself. So the 1857 treaty set up for the Pawnees a combined fort, service center, and assimilation vehicle, but all of course on greatly reduced land removed from non-native settlement and travel.

One can see that the agency set up on the site of the Mormon colony of Genoa fell far short of the 1857 treaty's promises and hopes. Military insecurity was a major impediment, as Sioux war bands constantly lurked about the Pawnee villages. Sioux raids endangered both Pawnees and agency employees under Agents J.L. Gillis and Henry De Puy. De Puy seems to have achieved considerable security at the agency but the Sioux were always near. The agency administration carried on numerous subsistence and maintenance activites at the establishment but very little assimilation, though Pawnee leaders at least feigned the desire for a school and willingness to work in the fields.

The collapse of De Puy's administration resulted from circumstances beyond the control of one who seems to have been a faithful officer. He had to barter supplies and services with local settlers because enough money never arrived. Then, at a critical time a huge amount of money did not arrive at all due to the financial dislocations created by the great war in the East.

The Genoa agency also sat in a net of local social and political antagonisms. As with many other agencies, traders just ourside the reservation stood always ready to undermine the agency administration for fun and profit, especially profit. More importantly, the first agent at Genoa, J.L. Gillis stumbled into Nebraska Territory's partisan politics, which in different ways engulfed De Puy. De Puy collided with Republican factionalism and personal rivalries. He participated in the wrong Republican faction.

In addition to political conflict was official corruption. One does not know whether to believe all of Henry De Puy's 1863 description of Indian Office conniving at Washington. But we have seen people tied to Territorial Delegate Samuel Daily and united to oppose De Puy take over the Pawnee agency in 1862. While mentioning corruption, we have already noted that a few years later in the 1860s our old friends Delegate Daily and Ind. Comm. Dole joined with then Omaha Agent Robert Furnas to share the profits of the Omaha agency store. This cozy arrangement tends to confirm De Puy's accusations.

But as if affairs concerning the Pawnee agency were not weird enough, in April 1862 a P. F. Wilson, former Receiver of Public Moneys and Repository at Omaha wrote Ind. Comm. Dole seeking financial compensation. Wilson's problem began in 1860 when he and Agent Gillis quarreled over the agent's wish to deposit \$16,000 in the Repository. Wilson had refused to take the money because Wilson could not certify that it was public money and not Gillis's own. Gillis's subagent, John Black, contradicted his boss by supporting Wilson's insistence in not taking what was possibly personal money. In 1860 Wilson wrote to Washington for instructions. An oanswer appears in the correspondence concerning that dispute. Then came this 1862 letter concerning \$61,000 that Wilson had accepted from Gillis after having earlier refused the \$16,000. (These do not seem to be transposed figures. Wilson wrote out the amounts in longhand,) Wilson reported giving out \$25,000 in small amounts to Gillis. Wilson stated that the money was kept in a special Repository "Indian Fund" that

was separate from the Repository's other books. Wilson complained that he had overseen this money at his own expense and personal trouble and in April 1862 was beginning to request extra compensation.<sup>248</sup>

The \$61,000 would have financed all the Pawnee agency's operations for a year, including both the Pawnees' annuity goods and money. Even the disbursements to Gillis would have left \$36,000. Neither Agent De Puy nor anyone else seems to have known about this money. During this period the Indian Office forwarded funds to the Pawnee agency without any regard to the presence of such extra money. It is hard to believe that this kind of money could have been Gillis's personal fortune. Could this money have been involved in the plundering of Indian trust funds a few years earlier? Was a man who had refused to take \$16,000 forced by powerful people to accept this huge amount and care for it personally and off the regular books? Why did Wilson's 1862 letter not prompt an immediate and urgent investigation? Where did the money go? Meanwhile, Agent De Puy and the Pawnees had struggled through Winter 1861-2 with an unknown \$36,000 only 75-100 miles away.

In his 1863 publication concerning his troubles, Henry De Puy did not use the word, "ring" but that was what he described in his account. De Puy lays out a tight cooperation among restive agency employees, local traders, a territorial delegate, an office-hungry frontier businessman, and a compliant if not corrupt Commissioner of Indian Affairs. Then a harried wartime President and his Secretary of the Interior chose not to intervene on the agent's behalf, even after an investigation ordered by the Indian Office cleared De Puy. In the meantime, a client of Delegate Daily and others associated with the effort to oust De Puy took over the Pawnee agency. Circumstances at the Genoa agency confirmed De Puy's basic case, while another far more massive "ring" may have existed at the same time also involving the Pawnee agency.

Whatever the quarrels and corruption in the Indian service, the Pawnees continued to deal with their hardships in their own way, the women, for instance, reverting almost completely to traditional cultivation. The available documents yield only occasional glimpses of what the Pawnees thought and did, though they indicate decisive Pawnee action in early 1862. The extant records came from the pens of people who at best were outsiders lightly observing an often despised culture that was thought to be deservedly headed to oblivion. At this point in their history the Pawnees did not write letters and reports though that was soon to start changing. At this period they continued to manage as circumstances allowed according to their understanding of those circumstances. In Summer 1862 the Pawnees fell under the jurisdiction of an agency whose operatives were tied to a victorious and questionable faction of Nebraska Republicans..

The Pawnees and their agency at Genoa, Nebraska Territory, serve as an example of a people and their agency caught within intersecting "Indian rings" and economic and political rivalries. All this happened amidst the great dislocations and added insecurity caused by the desperate struggle in the East.

## **NOTES**

Much of the primary material is from Letters Received. Office of Indian Affairs. Microfilm Series 234. Record Group 75. National Archives and Record Service. Washington, D.C. In citations the letter or report will appear in quotes followed by date, M234. NA, LR, and roll number. Due to the great number especially of citations from M234, Roll 659, multiple citations from the same roll will be separated by commas and then the M234 roll number will appear at the end of the whole group and be separated by other citations by a semi-colon.

The Nebraska State Historical Society seems to have its own record groups. These will be cited RG followed by the series and roll numbers.

Hopefully citations from newspapers and other sources and literature will be self-explanatory.

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- 5. Alban W. Hoopes, "Thomas S. Twiss, Indian Agent on the Upper Platte, 1855-1861", <u>Mississippi Valley Historical Review</u> XX (December 1933): 353-364.
- 6. Danziger, <u>Indians and Bureaucrats</u>, "Civil War Problems", <u>Nebraska History</u>; <u>Reports of the Secretary of the Interior (with Ind. Comm. William Dole's Reports)</u>, 1861,1862.
- 7. George E. Hyde, The Pawnee Indians (1951, Norman and London: University of Oklahoma Press, 1974); Gene Weltfish, The Lost Universe: Pawnee Life and Culture (1965, Lincoln and London: University of Nebraska Press, 1977); Preston Holder, The Hoe and the Horse on the Plains: A Study of Cultural Development among North American Indians (Lincoln: University of Nebraska Press, 1970); "Toward Plains Caddoan Origins: A Symposium", Nebraska History 60 (Summer 1979); Norman Bancroft-Hunt, The Indians of the Great Plains (London: Orbis Publishing, 1982); Gerald Friesen, The Canadian Prairies: A History (Lincoln and London: University of Nebraska Press, 1984); George Bird Grinnell, "Notes on the Pawnees", Pawnee Hero Stories and Folk Tales (Lincoln: University of Nebraska Press, 1961); Robert H. Lowie, Indians of the Plains (Garden City, NY: The Natural History Press, 1954, 1963); "The Cellars of Time: Paleontology and Archaeology in Nebraska", Nebraska History 75 (Spring 1994); "The First Voices ('The Ancient Ones', 'A Time of Change')", Nebraskaland Magazine 62 (January/February 1984); Waldo R. Wedel, An Introduction to Pawnee Archeology, Bulletin 112 (Smithsonian Institute: Bureau of Ethnology, 1936); --Prehistoric Man on the Great Plains (Norman: University of Oklahoma Press, 1961, Second Printing, 1964).

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- 13. Kappler, ed. "Treaty with the Pawnee, 1857", <u>Indian Treaties</u>, 764-767; Agent J. L. Gillis to Indian Office, Concerning Land Scrip, February 28, 1861, Agent Henry De Puy to Washington, October 22, 1861, M234, NA, LR, Roll 659.
- 14. Agent Dennison to Robinson, Superintendent at St. Louis, June 14, 1859, M234, NA, LR, Roll 652; "Pawnee Indians (<u>Washington Star</u>, July 23)", Reprinted in <u>Nebraska Advertiser (Brownville, N.T.)</u>, July 28, 1859; Secretary of the Interior to Ind. Comm. Greenwood, June 15, 1859, Ind. Comm. Greenwood to the Secretary of the Interior, June 16, 1859, M234, NA, LR, Roll 659.
- 15. Kappler, ed., "Treaty with the Pawnee, 1857 (Article 9)" Indian Treaties, 766.
- 16. General Land Office to Ind. Comm. A. B. Greenwood, May 25, 1859, M234, NA, LR, Roll 652.
- 17. Agent Dennison to A. M. Robinson, Superintendent at St. Louis, September 27,1858, Agent Dennison to Supt. Robinson, March 1, 1859 (Forwarded by the Superintendent on March 9), Agent Dennison to Acting Ind. Comm. Charles Mix, April 14, 1859, Ind. Comm. Greenwood to Agent J. L. Gillis, c/o of Supt. Robinson, July 23, 1859, M234, NA, LR, Roll 652
- 18. U. S. Bureau of the Census, SGI, <u>Nebraska Territorial Census</u>, <u>1860</u>, (Lincoln: Nebraska State Historical Society) RG 513, S1, Roll 1, "L'eau qui Court County", "Platte County", "Pawnee Reservation".
- Concerning Catherine Pappan: Agent J. L. Gillis to the Indian Office, May 20, 1861, NA, LR, Roll 659.
- Concerning the Getas: Agent J. L. Gillis to the Indian Office, February 28, 1861, Agent Henry De Puy, to the Indian Office, October 22, 1861, NA, LR, Roll 659.
- Concerning Baptiste Bayhylle: Weltfish, <u>The Lost Universe</u>, 335, 412-414; Walter R. Echo-Hawk, <u>The Sea of Grass: A Family Tale from the American Heartland</u> (Golden ,CO: Fulcrum Publishing, 2018); Probably also the discussion of Pawnee politics in Clyde A. Milner II, <u>With Good Intentions: Quaker Work among the Pawnees</u>, Otos, and Omahas in the 1870s (Lincoln and London: University of Nebraska Press, 1982). There are many references to Bayhylle in the literature on the Pawnees and in Henry De Puy's correspondence. His name appears with various spellings. This paper uses the spelling drawn from Article 9 of the 1857 treaty.
- For the death of Frank Dettie: Agent Benjamin F. Lushbaugh to Superintendent at St. Joseph, Harlan Branch, October 18, 1862, <u>Pawnee Agency Letterbook</u>, RG 508, Roll 23. Dettie's name also appears with various spellings and he is probably the "Frank Tatahyee" of the 1857 treaty's Article 9.
- 19. Kappler, ed.,"Treaty with the Pawnee, 1857", <u>Treaties</u>, 764-767; Holbrook to Indian Commissioner, Surveyor-General for Kansas-Nebraska to Indian Office, both letters September 1858, Holbrook to Washington, May 21, 1859, M234, NA, LR, Roll 652; "Black Republican Roorback Exploded, Lie No. One Nailed!! Let the Mormons Speak!!!" <u>Omaha Nebraskian</u>, 2,col. 6, October 1, 1859.
- 20. Kappler, ed., "Treaty with the Pawnees, 1857", <u>Treaties</u>, 764, Ferguson, Bellevue, to Washington, May 22, 1859, Genoa Agricultural Association to Agent W. W. Dennison, February 4, 1859, Agent Dennison's reply to Genoa Agricultural Association, February 16, 1859, Agent Dennison to the Indian Office, March 7, 1859, M234, NA, LR, Roll 652.
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complains of vague descriptions of land cession. He encloses a March 1 draft of the 1854 Omaha treaty and an 1853 map of native holdings west of Iowa and Missouri; Samuel Allis to the Indian Office, October 28, 1856, M234, NA, LR, Roll 652. Here, Allis writes of the sale by the Omahas of land up the Platte to Beaver Creek when Shell Creek, forty miles downriver from there, was the traditional boundary between the Omahas and Pawnees.

Indeed, the cession boundaries are vague in both the 1854 Omaha treaty and the 1857 Pawnee treaty. Kappler, ed., <u>Treaties</u>.

21. Ferguson, Bellevue, to Washington, May 22, 1859, Agent Dennison to the Indian Office, March 7, 1859, M234, NA, LR, Roll 652; "Black Republican Roorback Exploded, etc.", Omaha Nebraskian, October 1, 1859.

The Pawnee chiefs had asked Moravian missionaries, Oehler and Smith, in 1851 to pass on their request to the President that ground be broken for them as in former years, Oehler and Smith, "A Visit to the Pawnees", Nebraska History (Winter 2006).

- 22. Agent Henry De Puy to Superintendent at St. Joseph Harlan Branch, July 30, 1861, Contract of Lyman Wilmarth and George Dickinson, February 20, 1860, Wilmarth, Pittsburgh, to Agent James Gillis, April 26, 1860, Agent Gillis, Pittsburgh, to Ind. Comm. Greenwood, May 2, 1860, Agent De Puy, Pawnee Agency, to Supt. Branch, July 22, 1861, Agent James Gillis, September 1, 1860, M234, NA, LR, Roll 659.
- 23. "Important to Indian Claimants" <u>Omaha Nebraskian</u>, 3, col. 4, February 25, 1860; "Notice to Claimants for Depredations Committed by Pawnee Indians", <u>Omaha Nebraskian</u>, 3, col. 1, June 23, 1860; "Personal", <u>Omaha Nebraskian</u>, 3, col. 2, July 7. 1860; Agent Henry De Puy to Ind. Comm. William Dole, November 21, 1861, M234, NA, LR, Roll 659.
- 24. "Mistake Corrected", Omaha Nebraskian, 2, col. 7, May 12, 1860.
- 25, Agent Henry De Puy to Superintendent at St. Joseph Harlan Branch, July 30, 1861, U. S. Deputy Surveyor Holbrook to Agent James Gillis, November 18, 1859, M234, NA, LR, Roll 659; "Black Republican Roorback Exploded, etc.", Omaha Nebraskian, 2, col. 6, October 1, 1859.

Again, in 1851 the Pawnee chiefs had asked the visiting Moravian missionaries to pass on their request to the President concerning plowing.

- 26. Upper Missouri Agent John Dougherty to Superintendent at St. Louis William Clark, October 30, 1835, M234, NA, LR, Roll 750; Oehler and Smith, "A Visit to the Pawnees", Nebraska History (Winter 2006); Holder, The Hoe and the Horse.
- 27, "Mistake Corrected" Omaha Nebraskian, 2, col. 7, May 12, 1860; "Platte Valley Correspondence", Omaha Nebraskian, 2, cols. 3-4, July 7, 1860; Letter of Agent Gillis, June 22, 1860, Agent Gillis to Washington, July 5, 1860, Gillis's letters of June 22, July 12, September 1, 1860, Commander at Pawnee Reserve to Capt. Sully, September 13, 1860, Inspection Report of Troops at Pawnee Reserve, February 21, 1861, M234, NA, LR, Roll 659.
- 28. John Neligh to Ind. Comm. William Dole, September 1, 1861, Lyman Wilmarth to Ind. Comm. Greenwood, March 5, 1861, M234, NA, LR, Roll 659.

29. David Collins, U.S. Attorney for Nebraska to Ind. Comm. William Dole, October 29, 1861, M234, NA, LR, Roll 659.

But correspondence to the Democratic <u>Omaha Nebraskian</u> indicates how partisan politics might have effected the evaluation of an agent's performance. See letters to the <u>Nebraskian</u> of June 2, June 20, July 7, and July 13, 1860, and April 13, 1861. Of course Agent Gillis was an appointee of the Democratic Buchanan Administration.

- 30. U. S. Bureau of the Census, SGI, <u>Nebraska Territorial Census, 1860</u> (Lincoln: Nebraska State Historical Society), RG 513, S 1, Roll 1,"Washington County"; Ohio Historical Society—Online Collection Catalogue http://web2.ohiohistory.org; "Agent DePuy", <u>Nebraska City (N. T.) News</u> (Reprinted from the <u>New Era</u>, St. Joseph, MO), 2, col. 4, September 20, 1862.
- 31. Nebraska Territorial Census, 1860, "Washington County".
- 32. Ibid; Lilian L. Fitzpatrick, <u>Nebraska Place-Names</u> (Bison Book Edition, Lincoln: University of Nebraska Press, 1960), "Merrick County", 102-103.
- 33. "History of the Pawnee Indian War", <u>Nebraska Advertiser (Brownville, N. T.)</u>, July 21, 1859, Reprinted from the <u>Omaha Nebraskian</u>.
- 34. Untitled Notice, <u>Omaha Nebraskian</u>, 2, col. 7, September 22, 1860; "The Legislature—Organization", Omaha Nebraskian, 2, col. 1, December 8, 1860.
- 35, Untitled Notice, Omaha Nebraskian, 2, col. 7, September 22, 1860.
- 36, "Daily on Removals", Nebraska City News, 2, col. 2, June 8, 1861.
- 37. Henry De Puy, <u>Mishaps of an Indian Agent</u>; "Local Affairs", <u>Daily Telegraph (Omaha)</u>, 2, col. 3, May 28, 1861. This notice states that De Puy had arrived at Omaha on May 27 on the steamer, "Omaha".
- 38. Agent James Gillis to the Indian Commissioner, Series of letters sent while Gillis was in Washington, March and April 1861, M234, NA, LR, Roll 659.
- 39. "Notice: To Claimants for Depredations Committed by Pawnee Indians", <u>Omaha Nebraskian</u>, 3, col. 1, June 23, 1860; "Personal", <u>Omaha Nebraskian</u>, 3, col. 2, July 7, 1860.
- 40. "The Pawnee Reservation (Letter to the Editor of April 6)", <u>Daily Telegraph (Omaha)</u>, 2, cols. 1-2, April 13, 1861; "Indian Warfare, Pawnee Reserve, N.T. (April 25)", <u>Daily Telegraph (Omaha)</u>, 2, cols. 1-2, May 2, 1861; William G. Hollins, Pawnee Reserve, to Superintendent at St. Joseph, April 2, 1861, Letters to Superintendent Robinson, March 14, 1861, M234, NA, LR, Roll 659.
- 41, "Ferry at Genoa", <u>Omaha Nebraskian</u>, 3, cols. 2,3, March 10, 1860; "Platte Valley Correspondence, Columbus, Neb. Terr., June 20, 1860", <u>Omaha Nebraskian</u>, 2, cols. 3-4, July 7, 1860, and regular advertisements for Genoa ferry in the <u>Nebraskian</u> through 1860; "Distance from Omaha via Genoa Ferry" <u>Daily Telegraph (Omaha)</u>, 4, April 2, 1861; "Correspondence", <u>Daily Telegraph (Omaha)</u>, 2,

- cols. 1-2, March 28, 1861; Letters and Affidavits Forwarded by Superintendent at St. Joseph Harlan Branch, (Affidavit of Herman Merrick), April 25, 1862, M234, NA, LR, Roll 659.
- <u>Nebraska Territorial Census, 1860</u>, "Platte County", "Pawnee Reservation", RG 513. Of the seventeen Genoa leaders who signed the previously cited October 1, 1859, letter to the <u>Nebraskian</u>, ten apparently remained with the Genoa settlement at the time of the 1860 census. Nine of these used the Genoa post office and the tenth was listed under the Monroe, Platte County, post office.
- 42. "Black Republican Roorback Exploded", <u>Omaha Nebraskian</u>, October 1, 1859; "Agent Gillis and the Mormon Settlement at Genoa", <u>Nebraska Republican (Omaha)</u>, 2, col. 3, January 4, 1860.
- 43. "The Pawnee Reservation", <u>Daily Telegraph (Omaha)</u>, April 13, 1861; De Puy, <u>Mishaps of an Indian Agent</u>.
- 44. Affidavits and Letters Forwarded (April 15 letter by De Puy), April 25, 1862, Supt. Harlan Branch to Ind. Comm. William Dole, April 18, 1862, M234, NA, LR, Roll 659.
- 45. Letters and Affidavits Forwarded (Affidavit of John Ricky), April 25, 1862, Agent Henry De Puy to Ind. Comm. William Dole, December 29, 1861, M234, NA, LR, Roll 659
- 46. Affidavits and Letters Forwarded (Affidavits of Jonas Welch, Herman Merrick), April 25, 1862, M234, NA, LR, Roll 659; "City Items", Omaha Nebraskian 3, col. 1, November 17, 1860; "Omaha Local", Daily Telegraph (Omaha) 3, col. 4, April 20, 1861; "Local", Nebraska City News 3, col. 1, May 4, 1861; "Local", Nebraska City News 3, col. 1, June 7, 1861.
- 47. "Platte Valley Correspondence", <u>Omaha Nebraskian</u>, July 7,1860; "Platte Valley Correspondence, Pawnee Reservation, Neb., July 13,1860", <u>Omaha Nebraskian</u> 2, cols.3-4, July 21, 1860; "The Pawnee Reservation, April 6, 1861", <u>Daily Telegraph (Omaha)</u> 2, cols. 1-2, April 13, 1861; "Editorial Correspondence, Pawnee Reserve, February 18, '61", <u>Huntsman's Echo</u> 2, cols. 2-3, February 21, 1861.
- 48. Affidavits and Letters Forwarded (Affidavits of Moses Welch, Jonas Welch, Henry Holliday, John Ricky), April 25, 1862, Agent Henry De Puy to Ind. Comm. William Dole, July 10, 1861, De Puy to Indian Commissioner, December 29, 1861, M234, NA, LR, Roll 659; "Editorial Correspondence, Pawnee Reserve", Huntsman's Echo, February 21, 1861. Despite his elaborate praise of Agent Gillis, this visiting editor also noted the great losses among Pawnee horse herds.
- 49. Agent De Puy to Supt. Branch, July 30, 1861, M234, NA, LR, Roll 659; David Wishart, <u>An Unspeakable Sadness</u>, 128-130.
- 50, "The Pawnee Reservation", <u>Daily Telegraph</u> (Omaha), April 13, 1861.
- 51. Nebraska Territorial Census, 1860, RG 513, "Pawnee Reservation"; Agent De Puy to Supt. Branch, July 30, 1861, NA, LR, Roll 659.
- 52. <u>Nebraska Territorial Census</u>, 1860, RG 513, "Pawnee Reservation"; Agent De Puy to Ind. Comm. Dole, July 5, 1861, Agent De Puy to Supt. Branch, July 30, 1861, NA, LR, Roll 659.

- 53. Agent De Puy to Supt. Branch, July 30, 1861, NA, LR, Roll 659; Wishart, <u>An Unspeakable</u> Sadness, 128-130.
- 54. Ibid; De Puy, Mishaps of an Indian Agent; Weltfish, The Lost Universe, 103.
- 55, Agent De Puy to Supt. Branch, July 30, 1861, NA, LR, Roll 659; Report and statistical abstract submitted by Upper Missouri Agent John Dougherty and forwarded by Superintendent at St. Louis William Clark, November 16, 1835, NA, LR, Roll 750; U. S. Department of Agriculture, Corn (Acreage, Yield, and Production), June 1954.
- 56. Upper Missouri Agent John Dougherty's Report sent to Supt. William Clark, November 12, 1834, Agent Dougherty to Supt. Clark, July 16, 1835, M234, NA, LR, Roll 883.
- 57. "The Thieving Pawnees", Nebraska City News, 2, col. 3, June 15, 1861.
- 58. Letter to Editor, <u>Daily Telegraph (Omaha)</u>, 2, col. 1, April 21, 1861; William G. Hollins, Pawnee Reserve to the Superintendent at St. Joseph, April 2, 1861, M234, NA, LR, Roll 659.
- 59. Hollins to the Superintendent, April 2, 1861, M234, NA, LR, Roll 659.
- 60. Letter to Editor, <u>Daily Telegraph (Omaha)</u>, April 21, 1861; "Local", <u>Nebraska City News</u>, 3, col. 1, May 4, 1861; "Omaha Local", <u>Daily Telegraph</u> (Omaha), 3, col. 4, April 20, 1861.
- 61. William G. Hollins to Superintendent at St. Joseph, April 2, 1861, Agent De Puy to Supt. Branch, July 26, 1861, Samuel Allis to Ind. Comm. Dole, February 21, 1862, M234, NA, LR, Roll 659.
- 62. "The Pawnee Reservation, 'Rex', April 6", Letter to Editor, <u>Daily Telegraph (Omaha)</u>, 2 cols. 1-2, April 13, 1861; Letter to Editor (signed "Ske-re-kah-tit", April 15), <u>Daily Telegraph (Omaha)</u>, 2, col. 1, April 21, 1861; "Indian Warfare, 'Ske Re Kah-tit', April 25", Letter to Editor, <u>Daily Telegraph</u> (Omaha), 2, cols. 1-2, May 2, 1861.
- 63. "Correspondence, Genoa, N. T., March 19, 1861", <u>Daily Telegraph (Omaha)</u>, 2, cols. 1-2, March 28, 1861; "Ske-re-kah-tit, April 15", Daily Telegraph (Omaha), April 21, 1861.
- 64. "'The Frontier Indians, etc.', Pawnee Reserve, May 4", <u>Daily Telegraph (Omaha)</u>, 2 cols. 1-2, May 9, 1861.
- 65. Agent De Puy to Ind. Comm. Dole, December 29, 1861, M234, NA, LR, Roll 659.
- 66. "Look Out for Trouble up North", Nebraska Advertiser (Brownville), 2, col. 7, April 18, 1861; "Troops from the Frontier", Nebraska City News, 3, col. 1, April 20, 1861; "Exciting News from the North, etc.", Dakota City (N. T.) Democrat, 2, col. 1, April 13, 1861; "The Frontier Defenses", "Proclamation and General Order No. 1", Daily Telegraph (Omaha), 2, May 1, 1861; "Removal of Troops from the Frontier", "The Effect of the War upon Nebraska", Nebraska City News, 2, cols. 1-2, May 4, 1861; "The 'Omaha'", Nebraska Advertiser (Brownville), 3 col. 1, May 9, 1861; "The Rebels and the Western Indians", Nebraska Advertiser (Brownville), 2, col. 4, June 20, 1861.

- 67. Affidavits and Letters Forwarded (Affidavit of John Ricky), April 25, 1862, M234, NA, LR, Roll 659.
- 68. Agent Henry De Puy to Ind. Comm. William Dole, December 15, 1862, Agent De Puy to Ind. Comm. Dole, December 29, 1861, M234, NA, LR, Roll 659; De Puy, Mishaps of an Indian Agent.
- 69. Affidavits and Letters Forwarded (Affidavit of Herman Merrick), April 25, 1862, M234, NA, LR, Roll 659.

For the death toll of the September 1860 attack, see "Indian Difficulties", 1, col.3, "From Platte Valley", 2, col. 2, "Additional from the Pawnee Indian Difficulties", 2, col. 6, all from the Omaha Nebraskian, September 22, 1860.

70. Agent Gillis to Washington, June 22, 1860, Capt. Sully, Ft. Kearney to Agent Gillis, September 10, 1860, Lt. Bond, Pawnee Reserve probably to Capt. Sully, Ft. Kearney, September 13, 1860, M234, NA, LR, Roll 659; "More Indians—Trouble among the Pawnees, etc." Huntsman's Echo, 2, col. 2, September 6, 1860; "Great Race!", "Bones", Untitled Notice, Huntsman's Echo, 2, col. 4, September 13, 1860; "From Platte Valley", Omaha Nebraskian, 2, col. 2, September 22, 1860; Untitled Notice, Omaha Nebraskian, 2, col. 7, October 20, 1860

The above correspondence and newspaper articles demonstrate the attempts even by the soldiers on the Pawnee Reservation to mediate between the Sioux and Pawnees rather than fight either side.

- 71. Henry De Puy, Pawnee Agency, to Supt. Branch, St. Joseph, MO, July 26, 1861, Samuel Allis to the Indian Commissioner, February 21, 1862, M234, NA, LR, Roll 659. "Local Affairs (Omaha City)" <u>Daily Telegraph (Omaha)</u>, 2, eol. 2, June 5, 1861. This notice reports former Agent Gillis's arrival at Omaha, presumably on his way to the Pawnee Reservation for the vaccination.
- 72. Agent Henry De Puy to Indian Commissioner, July 10, 1861, De Puy to Indian Commissioner, November 20, 1861, M234, NA, LR, Roll 659. Kappler. <u>Indian Treaties</u>, "Pawnee Treaty, 1857", 764-767.

It is clear that Agent Gillis had thus separated the two portions of the 1860 annuities: "River News", Omaha Nebraskian, 3, col. 3, May 26, 1860; "Pawnee Freight" Omaha Nebraskian, 3, col. 2, June 2, 1860; "Indian Agent Gillis", Omaha Nebraskian, 2, col. 2, July 7, 1860; Untitled Notice, Omaha Nebraskian, 3, col. 3, December 22, 1860. The previously cited "Editorial Correspondence, etc.". Huntsman's Echo, February 21, 1861, indicates the later, wintertime payment of the money for fiscal 1860.

It is less clear for Gillis's previous year with the Pawnee, though "Visitors", "The 'Omaha", Omaha Nebraskian 3, August 27, 1859, suggest that Gillis only brought goods for the Pawnees that summer. The first (1858) payment under the 1857 treaty had included both annuity goods and annuity money together: Letters of Agent Dennison to Superintendent at St. Louis Robinson, September 6 and 13, 1858, Dennison to Supt. Robinson, January 21, 1859, M234, NA, LR, Roll 652.

- 73. Agent De Puy to the Indian Commissioner, July 10, 1861, M234, NA, LR, Roll 659.
- 74, Affidavits and Letters Forwarded (Affidavit of Patrick McMurray), April 25, 1862, M234, NA, LR. Roll 659.

- 75. Affidavits and Letters Forwarded (Affidavits of Herman Merrick, Jonas Welch), April 25, 1862, M234, NA, LR, Roll 659.
- 76. De Puy, Mishaps of an Indian Agent.
- 77. "The Thieving Pawnees". Nebraska City News, 2, col. 3, June 15, 1861; "Left the Ranche", "Indian Matters", Nebraska City News, 2, col. 1, July 20, 1861.

The position of the Pawnees' first summer camp can be vaguely located in that the "Monsieur" Vifquain of the letters, who lived seventy-five miles west of Nebraska City, is probably the Victor Vasquin (listed as a French immigrant) who lived far enough down the Little and Big Blue watersheds to be listed as a resident of Saline County in the 1860 Nebraska territorial census, RG513.

- 78. "Indian Affairs West (Letter from Maj. James Baker to Editor Robert Furnas)", <u>Nebraska Advertiser (Brownville)</u>, 2, col. 4, August 15, 1861; Untitled Notice, <u>Nebraska Advertiser (Brownville)</u>, 2, col. 3, August 22, 1861.
- 79. "Trouble on the Frontier (Reprinted from the <u>Daily Telegraph (Omaha)</u>", <u>Nebraska Advertiser (Brownville)</u> 2, col. 5, September 12, 1861.
- 80. "Personal", <u>Omaha Nebraskian</u> 3, col. 2, November 26, 1859; "By Telegraph", <u>Omaha Nebraskian</u> 3, col. 3, October 31, 1860; Untitled Notice, <u>Omaha Nebraskian</u> 1, col. 3, November 3, 1860; "Personal", <u>Nebraska Advertiser</u> (<u>Brownville</u>) 3, col. 1, August 8, 1861.
- 81. "Indian Affairs West", <u>Nebraska Advertiser (Brownville)</u>, August 15, 1861; The theme of danger from Indians on the frontier appears repeatedly in the <u>Advertiser</u> during 1861.
- 82. Affidavits and Letters Forwarded (Letter of De Puy to the Indian Office, April 15), April 25, 1862, M234, NA, LR, Roll 659.
- 83. Nebraska Territorial Census, 1860, "Pawnee Reservation", RG 513.
- 84. Nebraska Territorial Census, 1860; Affidavits and Letters Forwarded (Affidavit of Herman Merrick), April 25, 1862, Henry De Puy to newly-appointed Agent Benjamin Lushbaugh concerning certificates given to 1862 employees. June 17, 1862, M234, NA, LR, Roll 659.
- 85. Nebraska Territorial Census, 1860, "Pawnee Reservation", RG 513; Affidavits and Letters Forwarded (Affidavit of Baptiste Bahale (sic)), April 25, 1862, M234, NA, LR, Roll 659.
- 86. Nebraska Territorial Census, 1860, "Pawnee Reservation", RG 513; De Puy to Agent Lushbaugh, June 17, 1862, Agent Benjamin Lushbaugh to Supt. Harlan Branch, October 18, 1862, M234, NA, LR, Roll 659.
- 87. Nebraska Territorial Census, 1860; Affidavits and Letters Forwarded (Affidavits of Herman Merrick, Baptiste Bahale (sic)), April 25, 1862, Affidavits Forwarded (Affidavits of Henry C. Campbell, J. F. Reynolds), April 30, 1862, M234, NA, LR, Roll 659; George Bird Grinnell, Two Great Scouts and Their Pawnee Scout Battalion (Lincoln: University of Nebraska Press, 1973); Eugene F.

Ware, <u>The Indian War of 1864</u> (Crane & Company, 1911; Lincoln: University of Nebraska Press, 1965).

In his account, Ware mistakenly remembered Frank North as the frustrated commander of the group of Pawnee scouts who accompanied Gen. Mitchell up the North Platte rather than Joseph McFadden. In fact, Frank North led the other scouts who went with Gen, Curtis into Kansas (Grinnell, Two Great Scouts).

- 88. George Hyde, <u>The Pawnee Indians</u>; Charles Darwin, 1849 Diary, <u>Nebraska History</u> (Summer 2004); Oehler and Smith, "A Visit to the Pawnee", <u>Nebraska History</u> (Winter 2006); <u>Nebraska Territorial Census</u>, 1860, "Platte County", "Pawnee Reservation", RG 513.
- 89. "Black Republican Roorback Exploded, etc.", <u>Omaha Nebraskian</u>, October 1, 1859; A. T. Andreas, ed., <u>History of the State of Nebraska</u> II, "Platte County" (Chicago: The Western Historical Company, 1882); Affidavits and Letters Forwarded, April 25, 1862, De Puy to Agent Lushbaugh (employee list), June 17, 1862, M234, NA, LR, Roll 659; Possible mention of Needham, or his father, in the petition appended to the letter of Genoa Agricultural Association to W. W. Dennison, February 4, 1859, M234, NA, LR, Roll 652
- 90. Affidavits and Letters Forwarded (Affidavit of Margaret Welch), April 25, 1862, Henry De Puy to Agent Lushbaugh (Employee List), June 17, 1862, M234, NA, LR, Roll 659; Nebraska Territorial Census, 1860, RG 513, "Platte County".
- 91. Affidavits and Letters Forwarded (Affidavit of William Moore), April 25, 1862, M234, NA, LR, Roll 659; "Legislative, Tuesday, December 15, Morning Session (House)", Omaha Nebraskian, 2, col. 6, December 23, 1857; "Republican Territorial Convention", Nebraska Republican (Omaha), 2, cols. 3-7, August 8, 1860.

For Alonzo Perkins's role in local Republican factionalism: "Ft. Calhoun, Feb. 8, 1860", Nebraska Republican (Omaha), 3, col. 2, February 15, 1860; Untitled Notice, Omaha Nebraskian, 2, col. 7, September 22, 1860.

- 92. Hyde, <u>The Pawnee Indians</u>, "Civilization Advances and Retreats"; Elvira Gaston Platt, "Reminiscences of a Teacher Among the Nebraska Indians, 1843-1885", <u>Transactions and Reports of the Nebraska State Historical Society</u>, III, 1892, 125-143; Letter of Elvira G. Platt to the <u>Burlington Tri-Weekly Hawkeye</u>, April 5, 1855, <u>Platt Family Papers</u> (Lincoln: Nebraska State Historical Society), RG 0907; Darwin, 1849 Diary, <u>Nebraska History</u> (Summer 2004); Smith and Oehler, "A Visit to the Pawnee", <u>Nebraska History</u> (Winter 2006); L. W. Platt, Genoa, Platte Co., to Sen. Harlan, Washington, April 5, 1862, Henry J. Hudson, Genoa, N.T., to Sen. Harlan, Washington, December 10, 1862, M234, NA, LR, Roll 659.
- 93. Affidavits and Letters Forwarded (Affidavits of Herman Merrick and Jonas Welch), April 25, 1862, Henry De Puy to Agent Lushbaugh (Employee List), June 17, 1862, M234, NA, LR, Roll 659.
- 94. Affidavits and Letters Forwarded (Affidavits of Jonas Welch, Moses Welch, and Henry Holliday), April 25, 1862, M234, NA, LR, Roll 659.
- 95. Agent Henry De Puy to Supt. Branch, November 23, 1861, M234, NA, LR, Roll 659.

- 96. "Editorial Correspondence", <u>Huntsman's Echo</u>, 2, cols. 2-3, February 21, 1861; "The Pawnee Reservation" (Letter signed "Rex"), <u>Daily Telegraph (Omaha)</u>, 2, cols. 1-2, April 13, 1861.
- 97. Affidavits and Letters Forwarded (Affidavits of Moses Welch and Henry Holliday), April 25, 1862, Agent De Puy to Supt. Branch, July 22, 1861, Agent De Puy to Supt. Branch, July 30, 1861, M234, NA, LR, Roll 659.
- 98. Affidavits and Letters Forwarded (Affidavits of Henry Holliday, Patrick McMurray, Herman Merrick, and Hugh Roseburgh), April 25, 1862, M234, NA, LR, Roll 659.
- 99. Ibid, plus Affidavit of Moses Welch.
- 100. Affidavits and Letters Forwarded (Affidavits of Herman Merrick and Henry Holliday), April 25, 1862, M234, NA, LR, Roll 659.
- 101. Agent Lushbaugh to Supt. Branch, July 8, 1862, Pawnee Agency Letterbook, RG 508, Roll 23.
- 102. J. F. Hollins to Supt. Branch, November 16, 1861, Agent De Puy to Supt. Branch, November 23, 1861, M234, NA, LR, Roll 659.
- 103. Roseburgh, Ft. Calhoun, N. T., to Ind. Comm. William Dole, September 16, 1861, Agent De Puy to Ind. Comm. William Dole, October 22, 1861, M234, NA, LR, Roll 659.
- 104. Agent De Puy to Supt. Branch, October 22 and November 23, 1861, Agent De Puy to Ind. Comm. Dole, January 2, 1862, M234, NA, LR, Roll 659.
- 105. The office of Superintendent at St. Louis William Clark had received many such claims in the 1820s and 1830s. Once he even drew up a ledger of those claims: Supt. Clark to Secretary of War Porter, August 20, 1828, M234, NA, LR, Roll 748.
- 106. Rolls 652 and 659, passim., in particular Agent Gillis's list forwarded by Supt. A. M. Robinson to Ind. Comm. A. B. Greenwood, December 5, 1859, M234, NA, LR, Roll 659; "What the Nebraska Papers Say, Nebraska Republican (Omaha)", Nebraska City News, 2, col. 2, January 28, 1860; "Important for Indian Claimants", Omaha Nebraskian, 3, col. 4, February 25, 1860; "Legislature of Nebraska (Pawnee Indians)", Nebraska Republican (Omaha), 1, col. 7, December 21, 1859.
- 107. "Important to Indian Claimants", <u>Omaha Nebraskian</u>, February 25, 1860; "What the Nebraska Papers Say, <u>Nebraska Republican (Omaha)</u>", <u>Nebraska City News</u>, 2, col. 4, April 7, 1860; "Notice: To Claimants for Depredations Committed by Pawnee Indians", <u>Omaha Nebraskian</u>, Advertising column, 3, col. 1 (This notice repeated in later issues), June 23, 1860; "Personal", <u>Omaha Nebraskian</u>, 3, col. 2, July 7, 1860.
- 108. Passim., Roll 659.
- 109. Kappler, ed., Indian Treaties, "Treaty with the Pawnees, 1857", 764-767.

- 110. Agent Henry De Puy to Ind. Comm. William Dole, November 21, 1861, M234, NA, LR, Roll 659; Misfortunes of an Indian Agent, etc. These citations for the administrative problem. The \$10,000 that Ind. Comm. Dole began to have former Agent Gillis forward to Agent De Puy looks suspiciously like the missing fund.
- For examples of claimants' harassment of Agent De Puy: J. C. Crawford, DeWitt, N. T., to Ind. Comm. Dole, December 29, 1861, Anzi Babbitt, DeWitt, N.T., to Ind. Comm. Dole, March 15, 1862, M234, NA, LR, Roll 659.
- 111. Kappler, ed., <u>Indian Treaties</u>, "Treaty with the Pawnee, 1833", 416-418; Waldo R. Wedel, ed., <u>The Dunbar-Allis Letters on the Pawnee</u> (New York: Garland Publishing, 1985); John Dunbar, "The Presbyterian Mission among the Pawnee Indians in Nebraska, 1834-1836", <u>Kansas State Historical Society Collections</u>, 1909-1910, Vol. 11, 323-332; Elvira Gaston Platt, "Reminiscences", <u>Transactions and Reports</u>, 1892, Vol. III, 125-143; <u>Platt Family Papers</u>, Nebraska State Historical Society, RG 0907; Charles Darwin, 1849 Diary, <u>Nebraska History</u> (Summer 2004); Smith and Oehler, "A Visit to the Pawnee", <u>Nebraska History</u> (Winter 2006).
- 112. Kappler, ed., <u>Indian Treaties</u>, "Treaty with the Pawnee, 1857", 764-767.
- 113. "Report of the Commissioner of Indian Affairs, 1860 (Report of Agent J. L. Gillis, October 1860)", Report of the Secretary of the Interior, 1860, 92-95, RG 508, Roll 162; Agent J. L. Gillis to Washington, August 31, 1860, Agent Gillis's correspondence, passim., M234 NA, LR, Roll 659.
- 114. Agent Henry De Puy to Ind. Comm. William Dole, July 5, 1861, M234 NA, LR, Roll 659.
- 115. "Report of Agent J. L. Gillis, October 1860" in <u>Report of the Secretary of the Interior, 1860</u>, 92-95, RG 508, Roll 162; Francis Paul Prucha, <u>The Great Father.</u> Prucha's book mentions the 1847 decision on annuity payments.
- 116. Agent Henry De Puy to Supt. Harlan Branch, July 30, 1861, M234. NA, LR, Roll 659.
- 117. Former Agent Henry De Puy to Agent Benjamin Lushbaugh (Employee List), June 17, 1862, M234, NA, LR, Roll 659.
- 118. Affidavits and Letters Forwarded (Affidavits of Herman Merrick and Henry Holliday), April 25, 1862, M234, NA, LR, Roll 659.
- 119. Agent Gillis to the Ind. Comm., March 27, 1861, Agent Henry De Puy to Ind. Comm. William Dole, December 29, 1861, M234, NA, LR, Roll 659; Clyde A. Milner II, "Off the White Road: Seven Nebraska Indian Societies in the 1870s—A Statistical Analysis of Assimilation, Population, and Prosperity", Western Historical Quarterly (January 1981), 37-52; Milner, With Good Intentions.
- 120. Affidavits and Letters Forwarded (Affidavit of Herman Merrick and Letter of Agent De Puy), April 25, 1862, Agent De Puy to Ind. Comm. William Dole, July 10, 1861, Agent De Puy to Ind. Comm. Dole, December 15, 1862. This last letter explained a voucher and mentioned confiscated horses, Agent De Puy to Ind Comm. Dole, December 29, 1861. In this letter De Puy claimed to have stopped horse raids, M234, NA, LR, Roll 659.

- 121. Affidavits and Letters Forwarded (Affidavits of Herman Merrick, Baptiste Bahale (sic), Hugh Roseburgh, Moses Welch, Jonas Welch, Charles Brindley, E. H. Rogers), April 25, 1862, Agent De Puy to Supt. Branch, July 30, 1861, M234, NA, LR, Roll 659.
- 122. "Correspondence, Genoa, N. T., March 19", <u>Daily Telegraph (Omaha)</u>, March 28, 1861; "Ske-re-kah-tit', Pawnee Reservation to Editor, April 15", <u>Daily Telegraph (Omaha)</u>, April 21, 1861; Affidavits and Letters Forwarded (Affidavit of Herman Merrick), April 25, 1862, M234, NA, LR, Roll 659.
- 123. Kappler, ed., <u>Indian Treaties</u>, 764-767; Henry J. Hudson, Genoa, N. T., to Sen. Harlan, December 10, 1862, M234, NA, LR, Roll 659.
- 124, Kappler, ed., Indian Treaties, 764-767.
- 125. Lyman Wilmarth, Pittsburgh., to Agent J. L. Gillis, Pittsburgh, April 26, 1860, M234, NA, LR, Roll 659; "Local and Miscellaneous", Nebraska Republican (Omaha), 3, col. 1, September 5, 1860. This concerns the brick contract; "Report of the Commissioner of Indian Affairs, 1860 (Report of Agent J. L. Gillis, October 1860)", Report of the Secretary of the Interior, 1860, 92-95, RG 508, Roll 162.
- 126. Lyman Wilmarth to Ind. Comm. Greenwood, March 5, 1861, John Neligh, West Point, N. T., to the Ind. Comm., September 1, 1861, M234, NA, LR, Roll 659; Agent J. L. Gillis to J. C. Crawford, January 7, 1861, Pawnee Agency Letterbook, RG 508, Roll 23.
- 127. Agent De Puy to Supt. Branch, July 30, 1861. M234, NA, LR, Roll 659.
- 128. Agent Henry De Puy to Ind. Comm. William Dole, July 5 and November 24, 1861, Affidavits and Letters Forwarded (Affidavit of E. H. Rogers), April 25, 1862. In his affidavit Rogers mentioned that various agency employees complained that they were not paid quarterly. M234, NA, LR, Roll 659.
- 129. Mishaps of an Indian Agent, etc.
- 130. Henry J. Hudson to Sen. Harlan, December 10, 1862, M234, NA, LR, Roll 659.
- 131. "Report of the Commissioner of Indian Affairs, 1860 (Report of Agent J. L. Gillis, October 1860)", Report of the Secretary of the Interior, 1860, 92-95, RG 508, Roll 162; Agent Henry De Puy to

- Ind. Comm. William Dole, December 29, 1861, Henry De Puy to Ind. Comm. William Dole, December 15, 1862, M234, NA, LR, Roll 659.
- Supt. Branch in Spring 1862 mentioned the presence of many whites on or near the Pawnee reservation. These might have been suspect at the time of the theft. Supt. Branch to Ind. Comm. Dole, April 18, 1862, M234, NA, LR, Roll 659.
- 132. L. W. Platt, Genoa, N. T., to Sen. Harlan, April 5, 1862, M234, NA, LR, Roll 659.
- 133. Agent De Puy to Ind. Comm. Dole, November 24, 1861, M234, NA, LR, Roll 659.
- 134. Agent Henry De Puy to Ind. Comm. William Dole, November 20, 1861, Agent De Puy to Ind. Comm. Dole, January 2, 1862, M234, NA, LR, Roll 659.
- 135. Agent De Puy to Dole, January 2, 1862, M234, NA, LR, Roll 659.
- 136. "Burning Prairies", Nebraska Republican (Omaha), 3, col. 1, April 18, 1860; "Local and Miscellaneous", Nebraska Republican (Omaha), 3, col. 2, October 24, 1860.
- 137. "Prairie Fires", Nebraska Advertiser (Brownville, N. T.), 3, col. 2, November 7, 1861.
- 138. Agent De Puy to Ind. Comm. Dole, January 2, 1862, L. W. Platt, Genoa, N. T., to Sen. Harlan, April 5, 1862, Affidavits and Letters Forwarded (Affidavit of Herman Merrick), April 25, 1862, M234, NA, LR, Roll 659.
- 139. Platt to Sen. Harlan, April 5, 1862, M234, NA, LR, Roll 659.
- 140. Agent De Puy to Ind. Comm. Dole, January 2, 1862, L. W. Platt, Genoa, N. T., to Sen. Harlan, January 10, (Sent to the senator with an introductory letter on Perkins's behalf), March 5, 1862, Affidavits and Letters Forwarded (Affidavit of E. H. Rogers), April 25, 1862, M234, NA, LR, Roll 659.
- 141. Agent De Puy to Ind. Comm. Dole, January 2, 1862, Affidavits and Letters Forwarded (Affidavit of Hugh Roseburgh), April 25, 1862, M234, NA, LR, Roll 659; Mishaps of an Indian Agent, etc.
- 142. Affidavits and Letters Forwarded (Affidavits of Herman Merrick, Hugh Roseburgh, Charles Brindley, and Henry Holliday), April 25, 1862, M234, NA, LR, Roll 659.

- 143. <u>Mishaps of an Indian Agent, etc.</u>; Preston Holder, <u>The Hoe and the Horse</u>; Martha Royce Blaine, <u>Pawnee Passage</u>, 186.
- 144. Francis Paul Prucha, <u>The Great Father</u>; Martha Royce Blaine, <u>Pawnee Passage</u>, 183, 185-186; Paul Collister, <u>An Early Stage in Decline</u>, 50.
- 145. Agent W. W. Dennison to Robinson, Superintendent of Indian Affairs at St. Louis, January 21, 1859, M234, NA, LR, Roll 652.
- 146. Affidavits and Letters Forwarded (Affidavit of Herman Merrick), April 25, 1862, Agent De Puy to Ind. Comm. Dole, January 2, 1862, Platt to Sen. Harlan, April 5, 1862, M234, NA, LR, Roll 659.
- 147. Agent De Puy to Ind. Comm. Dole, January 2, 1862, M234, NA, LR, Roll 659.
- 148. Affidavits and Letters Forwarded (Affidavit of E. H. Rogers), April 25, 1862, M234, NA, LR, Roll 659.
- 149. Agent Henry De Puy, Omaha, to Ind. Comm. Dole, Washington, February 3 and 5, 1862, M234, NA, LR, Roll 659.
- 150. "Public Acts of the Thirty-sixth Congress of the United States", <u>Nebraska City News</u>, 1 and 4, August 17, 1861. For some reason, though this huge appropriation act was passed in March, it only appeared in this paper in August.
- 151. "The 'Omaha's First Trip" (Reprints the March 10 entry in the boat's log), <u>Omaha Nebraskian</u>, 2, col. 7, April 9, 1859; "Arrival of the Steamer 'Emilie'", <u>Omaha Nebraskian</u>, 3, col. 2, March 10, 1860. The editor of the <u>Nebraska City News</u> sometimes wrote during winter in the early 1860s of the "ice bridge" that connected Nebraska City with the Iowa bank. Apparently the Missouri River still froze over solidly as late as 1888. Ora A. Clement, ed., <u>In All Its Fury: The Great Blizzard of 1888</u> (Lincoln, NE: J & L Lee Books, 1988) 111.
- 152. Ind. Comm. William Dole Leavenworth, KS, to Acting Ind. Comm. Charles Mix, Telegraph dispatch, February 11, 1862, M234, NA, LR, Roll 659.

- 154. Agent De Puy to Ind. Comm. William Dole, March 22, 1862, Agent De Puy to Ind. Comm. Dole, February 27, 1862, De Puy, Washington, to the Indian Office, March 1, 1862, M234, NA, LR, Roll 659. Routine notations on the envelopes in which these letters were received list February 24 as the date on which the letters written by De Puy in Omaha on February 3 and 5 had arrived at the Indian Office in Washington.
- 155. Charles Whaley, Monroe, N. T., to Ind. Comm. William Dole, (Concerning Supt. Branch's instructions), April 7, 1862, De Puy to Ind. Comm. Dole, March 22, 1862, De Puy, St. Joseph, MO, to Ind. Comm. Dole (Concerns financial arrangements), March 9, 1862, P. H. Hitchcock, U. S. Marshal for Nebraska, to Ind. Comm. Dole (Letters concerning danger of unrest), March 22, 29, 1862, M234, NA, LR, Roll 659.
- 156. Affidavits and Letters Forwarded (Letter of William Moore, Fontenelle, N. T., to Agent De Puy, April 4), April 25, 1862, M234, NA, LR, Roll 659.
- 157. "Daily on Removal", Nebraska City News, 2, col. 2, June 8, 1861.
- 158. Affidavits and Letters Forwarded (Affidavit of Herman Merrick), April 25, 1862, M234, NA, LR, Roll 659.
- 159. Affidavits and Letters Forwarded (Letter of William Moore, Affidavits of Patrick McMurray, Alice Holliday, John Ricky, Hugh Roseburgh,), April 25, 1862, Affidavits Forwarded (John Sloss), April 30, 1862, M234, NA, LR, Roll 659
- 160. Affidavits and Letters Forwarded (Letter of William Moore, Affidavits of Patrick McMurray, Alice Holliday, Hugh Roseburgh), April 25, 1862, Affidavits Forwarded (John Sloss), April 30, 1862, M234, NA, LR, Roll 659.
- 161. Affidavits and Letters Forwarded (Affidavit of Patrick McMurray), April 25, 1862, M234, NA, LR, Roll 659.
- 162. Affidavits and Letters Forwarded, April 25, 1862, M234, NA, LR, Roll 659. This collection of documents, while defending De Puy, also recorded the charges of the agent's accusers.
- 163. Affidavits and Letters Forwarded (John Ricky), April 25, 1862, John A. Unthank, Bell Creek, N. T., to Secretary of the Interior Caleb Smith, February 26, 1862, M234, NA, LR, Roll 659.

- 164. Affidavits and Letters Forwarded (Affidavits of Baptiste Bahale (sic), Alice Holliday), April 25, 1862, M234, NA, LR, Roll 659.
- 165. Alonzo Perkins, Pawnee Reservation, to Sen. Owen Lovejoy, January 20, 1862, M234, NA, LR, Roll 659.
- 166. L. W. Platt (encloses January 10 letter) to Sen. Harlan, March 5, 1862, M234, NA, LR, Roll 659.
- 167. Affidavits and Letters Forwarded (Affidavits of Margaret Welch, Jonas Welch, Henry Holliday, Baptiste Bahale (sic), E. H. Rogers), April 25, 1862, M234, NA, LR, Roll 659.
- 168. Agent De Puy to Ind. Comm. Dole, March 9, 1862, Agent De Puy to Ind. Comm. Dole, March 22, 1862, De Puy to Dole, April 5, 1862, Supt. Branch to Ind. Comm. Dole, April 18, 1862, Affidavits and Letters Forwarded (Letter of De Puy of April 15, Affidavit of Baptiste Bahale (sic)), April 25, 1862, Affidavits Forwarded (Henry C. Campbell), April 30, 1862, M234, NA, LR, Roll 659. "The Pawnee Reservation, signed 'Rex' ", Letter to the Editor, <u>Daily Telegraph (Omaha)</u>, April 13, 1861, gives the probable identity of Bowman.

Elvira Platt recalls in 1892 that the name of the Mormon village was "Zig-Zag" as does the Mormon leader, Henry J. Hudson, in a talk he gave ca. 1865-1870. But the 1862 correspondence uses that name to refer to a cluster of traders' huts. The correspondence of the early 1860s consistently refers to the relocated Mormon village as "Genoa". Elvira Gaston Platt, "Reminiscences", <u>Transactions and Reports</u>, 1892, 125-143; Marguerite R. Burke, ed., "Henry James Hudson and the Genoa Settlement", <u>Nebraska History</u>, 41 (September 1960), 201-235.

- 169. Affidavits and Letters Forwarded (Affidavit of Patrick McMurray), April 25, 1862.
- 170. Affidavits and Letters Forwarded (Letter of William Moore), April 25, 1862; James C Olson and Ronald C Naugle, <u>History of Nebraska</u>, Third Edition (Lincoln and London: University of Nebraska Press, 1997), 144, 119-120.
- 171. L. W. Platt to Sen. Harlan, March 5, 1862, Henry J. Hudson to Sen. Harlan, December 10, 1862, Affidavits and Letters Forwarded (Affidavit of Baptiste Bahale (sic)), April 25, 1862, M234, NA, LR, Roll 659.
- 172. Affidavits and Letters Forwarded (Affidavit of Herman Merrick), April 25, 1862.

- 173, Martha Royce Blaine. Pawnee Passage, 196.
- 174. Affidavits and Letters Forwarded (Affidavits of Alice Holliday and Patrick McMurray), April 25, 1862.
- 175. Affidavits Forwarded (Affidavits of Henry C. Campbell and J. F. Reynolds), April 30, 1862.
- 176. Affidavits and Letters Forwarded (Affidavit of Herman Merrick), April 25, 1862.
- 177. Ibid. (Affidavits of Baptiste Bahale (sic), Alice Holliday, E. H. Rogers).
- 178. A. B, Hayes and Sam D. Cox, <u>History of the City of Lincoln</u> (Lincoln: State Journal Company, Printers, 1889), 71-72, 81.
- 179. "Indian Troubles", <u>Omaha Nebraskian</u>, 2, col. 5, July 2, 1859; Agent Gillis to U. S. Attorney-General Bowen, n. d., <u>Pawnee Agency Letterbook</u>, RG 508, Roll 23; "The Pawnee Reservation, signed 'Rex'", Letter to the Editor, <u>Daily Telegraph (Omaha)</u>, 2, cols. 1-2, April 13, 1861; Affidavits and Letters Forwarded (Affidavit of Alice Holliday), April 25, 1862.
- 180. Affidavits and Letters Forwarded (Affidavits of Henry Holliday, Jonas Welch, Margaret Welch), April 25, 1862.
- 181. Ibid., (Affidavits of Herman Merrick, Jonas Welch, Henry Holliday).
- 182, Ibid., (Affidavit of Alice Holliday).
- 183. Ibid., (Affidavits of Alice Holliday and E. H. Rogers).
- 184. De Puy, Mishaps of an Indian Agent, etc.; Affidavits and Letters Forwarded (Affidavits of Herman Merrick, Jonas Welch, Margaret Welch), April 25, 1862.
- 185. Agent De Puy, Leavenworth, KS, to Acting Ind. Comm. Charles Mix, February 12, 1862, M234, NA, LR, Roll 659.

186. Henry De Puy, Washington, to Ind. Comm. Dole, Washington, May 20, 1862. This letter is one of two written by De Puy to Dole on May 20 and appears much earlier in the 1862 file than the other, M234, NA, LR, Roll 659; De Puy, Mishaps of an Indian Agent, etc.

187. Agent De Puy to Supt. Harlan Branch, St. Joseph, MO, July 30, 1861, M234, NA, LR, Roll 659; De Puy, Mishaps of an Indian Agent, etc.

188. Op. Cit.

189. Agent De Puy, Omaha, to Ind. Comm., March 22, 1862, Phineas H. Hitchcock, U. S. Marshal for Nebraska, Washington, to Ind. Comm. Dole, March 22, 1862, Hitchcock, Washington, to Dole, March 29, 1862, M234, NA, LR, Roll 659.

190. Barnard Bailyn, David Davis, et. al., <u>The Great Republic</u>, Vol. I (Lexington, MA and Toronto: D. C. Heath and Company, 1977), 666-671, 700; "Business Prospects for Our Territory (<u>Omaha Republican</u>)", Reprinted, <u>Nebraska City News</u>, 2, col. 4, February 8, 1862.

191. The Great Republic, 666-671, 700.

192. Ibid., "Latest News, Washington, October 16", <u>Nebraska City News</u>, 3 col. 3, October 18, 1862. This news item in the <u>News</u> tells of hardship to government contractors when the greenbacks' value in gold fell later in 1862.

193. De Puy to Ind. Comm. Dole, March 22, 1862, M234, NA, LR, Roll 659.

194. Ibid.

195, Ibid., Supt. Harlan Branch, St. Joseph, MO, to Ind. Comm. Dole, March 13, 1862, Second Auditor, Department of the Treasury, to Acting Ind. Comm. Charles Mix, July 30, 1862, Supt. Branch, St. Joseph, MO, to Ind. Comm. Dole, April 15, 1862, M234, NA, LR, Roll 659.

196. Supt. Branch to Ind. Comm. Dole, April 15, 1862, Agent De Puy to Ind. Comm. Dole, April 5, 1862, Supt. Harlan Branch to Ind. Comm. Dole, April 18, 1862, L. W. Platt to Sen. Harlan, April 5, 1862. Platt supplies the arrival date of the agent, superintendent, and their party. M234, NA, LR, Roll 659.

- 197. Supt. Branch to Ind. Comm. Dole, April 18,1862, L. W. Platt to Sen Harlan, April 5, 1862, M234, NA, LR, Roll 659.
- 198. Supt. Branch to Ind. Comm. Dole, April 18, 1862.
- 199. L. W. Platt to Sen. Harlan, April 5, 1862.
- 200, Supt. Branch to Ind. Comm. Dole, April 18, 1862, L. W. Platt to Sen. Harlan, April 5, 1862.
- 201. The Great Republic, 700; "Latest News", Nebraska City News, October 18, 1862.
- 202. Affidavits and Letters Forwarded (Affidavit of C. B. Stillman), April 25, 1862, Agent De Puy to Ind. Comm. Dole, April 5, 1862, Charles Whaley, Monroe, N. T., to Ind. Comm. Dole, April 7, 1862, De Puy, Washington, to Ind. Comm. Dole, May 15, 1862, M234, NA, LR, Roll 659.
- 203. Supt. Harlan Branch, St. Joseph, MO, to Ind. Comm., April 10, 1862, M234, NA, LR, Roll 659.
- 204. Charles Whaley to Ind. Comm. Dole, April 7, 1862, Supt. Branch to Ind. Comm. Dole, April 10, 1862, De Puy to Ind. Comm. Dole, May 15, 1862, M234, NA, LR, Roll 659.
- 205. Caleb Smith, Secretary of the Interior, to Ind. Comm. Dole, March 8, 1862, Charles Whaley to Ind. Comm. Dole, April 17, 1862. The second letter mentioned the date of the order to investigate, M234, NA, LR, Roll 659.
- 206. De Puy, <u>Mishaps of an Indian Agent, etc.</u>; "Untitled Notice", <u>Nebraska Advertiser (Brownville, N. T.)</u>, 3, col. 1, May 29, 1862. The newspaper mentions Lushbaugh's Brownville connection.
- 207. De Puy, Mishaps of an Indian Agent, etc.
- 208. Supt. Branch to Ind. Comm. Dole, April 18, 1862, M234, NA, LR, Roll 659.
- 209. Former Agent De Puy to Agent Benjamin Lushbaugh, June 17, 1862, Affidavits and Letters Forwarded (Affidavit of Herman Merrick), April 25, 1862. Merrick mentions that various other employees had been discharged earlier, M234, NA, LR, Roll 659.

- 210. De Puy to Ind. Comm. Dole, May 15, 1862, Charles Whaley to Ind. Comm. Dole, April 17, 1862, Charles Whaley to Dole, April 9, 1862, Joseph McFadden, Genoa, N. T., to Ind. Comm. Dole, April 6, 1862, Alonzo Perkins, Genoa, N. T., to Ind. Comm. Dole, May 8, 1862, M234, NA, LR, Roll 659.
- 211. Affidavits and Letters Forwarded by the Superintendent's Office, April 25, 1862, M234, NA, LR, Roll 659.
- 212. Affidavits Forwarded by the Superintendent's Office, April 30, 1862, M234, NA, LR, Roll 659.
- 213. Affidavits Forwarded by Henry De Puy himself to Ind. Comm. Dole when De Puy was in Washington, May 16, 1862, M234, NA, LR, Roll 659.
- 214. Henry J. Hudson to Ind. Comm. Dole, December 10, 1862, M234, NA, LR, Roll 659.
- 215. Affidavits and Letters Forwarded (Affidavits of Hugh Roseburgh, Herman Merrick, Henry Holliday), April 25, 1862.
- 216. Alonzo Perkins, Omaha, to Ind. Comm. Dole, April 1, 1862, M234, NA, LR, Roll 659.
- 217. Joseph McFadden to Ind. Comm. Dole, April 6, 1862, De Puy to Lushbaugh (Employee List), June 17, 1862. McFadden was not on this aforementioned list of 1862 agency employees. As mentioned earlier, McFadden apparently was gone by the end of 1861, M234, NA, LR, Roll 659.
- 218. Alonzo Perkins to Ind. Comm. Dole, April 16, 1862, M234, NA, LR, Roll 659.
- 219. Charles Whaley to Ind. Comm. Dole, April 9, 1862, M234. NA, LR, Roll 659.
- 220. Alonzo Perkins to Dole, May 8, 1862, M234, NA, LR, Roll 659.
- 221. Affidavits and Letters Forwarded (Letter of De Puy, April 15). April 25, 1862.

- 222. Supt. Branch to Ind. Comm. Dole (Encloses Chief Piitareesaaru's telegram of May 21), May 27, 1862, De Puy to Ind. Comm. Dole, May 20, 1862, M234, NA, LR, Roll 659; De Puy, Mishaps of an Indian Agent, etc.
- 223. Charles Whaley, Telegram, Columbus, N. T., to Ind. Comm. Dole, May 5, 1862, Charles Whaley, Monroe, N. T., to Ind. Comm. Dole, July 1, 1862, M234, NA, LR, Roll 659.
- 224. De Puy, Washington, to President Abraham Lincoln, May 16, 1862, M234, NA, LR, Roll 659; De Puy, Mishaps of an Indian Agent, etc.
- 225. De Puy, Mishaps of an Indian Agent, etc.
- 226. "Weekly Mail to Ft. Kearney", Nebraska City News, 2, col. 1, May 24, 1862.
- 227. Op. Cit.
- 228. Endorsements acknowledging the receipt of mail in the Indian Office indicate that various letters and the many affidavits concerning De Puy and the Pawnee agency were sent to investigator, Edward B. Taylor, along with his letter of appointment of June 18, 1862.

Edward Taylor, U. S. Land Office, Omaha, to Ind. Comm. Dole, June 26, 1862, Taylor, Telegram, Omaha, to Ind. Comm. Dole, June 30, 1862, M234, NA, LR, Roll 659.

- 229. Former Agent De Puy to Agent Lushbaugh (Employee List), June 17, 1862, Henry De Puy, Washington, to Ind. Comm. Dole, December 2, 1862, M234, NA, LR, Roll 659.
- 230. De Puy to Dole, December 2, 1862.
- 231. "Report of the Superintendent of Indian Affairs, 1862 (Report of Agent Benjamin Lushbaugh, September 15)", Report of the Secretary of the Interior, 1862, RG 508, Roll 162; Agent Lushbaugh to Supt. Branch, July 8, 1862, RG 508, Pawnee Agency Letterbook, Roll 23.
- 232. Agent Lushbaugh to Supt. Branch, July 8, 1862.
- 233. Lushbaugh's September 15 report to the Superintendent, 1862 (Report of the Agency Farmer), Report of the Secretary of the Interior, 1862, RG 508, Roll 162.

- 234. "Agent Depuy", newpaper also reprints an article found in the <u>St. Joseph (MO) Herald</u> and another one from a St. Joseph paper edited by Supt. Branch, the <u>New Era, Nebraska City News</u>, 2, col. 4, September 20, 1862.
- 235. "Keep it Before the People", Nebraska City News, 2, cols. 2-3, September 27, 1862.
- 236. Untitled Editorial, Nebraska City News, 2, col. 2, July 26, 1862; "Summary of News", Nebraska City News, 2, cols. 1 and 2, September 6, 1862.
- 237. "The Late Canvass", Nebraska City News, 2, cols. 1-2, October 25, 1862.
- 238. Robert Farb, "Robert Furnas as Omaha Indian Agent, 1864-1866", Nebraska History, 32 (September, December 1951), 186-203, 268-283.
- 239. Elvira Platt, <u>Reminiscences</u>, 1892; Agent Lushbaugh to Ind. Comm. Dole, December 1, 1862, Pawnee Agency Letterbook, RG 508, Roll 23.
- 240, Lushbaugh to Dole, December 1, 1862, Pawnee Agency Letterbook, RG 508, Roll 23.
- 241. Agent Lushbaugh's Report to the Superintendent, (Agency Farmer's Report), September 15, Report of the Secretary of the Interior, 1862, RG 508, Roll 162; Elizabeth Ricketts, Pawnee Reserve, to Mr. and Mrs. H. H. Ricketts, Civil Bend, IA, March 6, 1863, Lizzie Ricketts Whaley, Pawnee Reserve, to Charlotte B. Ricketts, June 24, 1863, Platt Family Correspondence, 1857-1865, S3, F1, (Lincoln: Nebraska State Historical Society).
- 242. Agent Lushbaugh to Ind. Comm. Dole, May 12, 1863, <u>Pawnee Agency Letterbook</u>, RG 508, Roll 23; George Bird Grinnell, <u>Two Great Scouts.</u>
- 243. Agent Lushbaugh to Supt. Branch (Letters to be forwarded to Dole), October 18, 1862, <u>Pawnee Agency Letterbook</u>,RG 508, Roll 23. This was one of a series of letters written through Fall 1862 concerning the certificates of indebtedness.
- 244. Edward B. Taylor, Omaha, to Ind. Comm. Dole, November 28, 1862, M234, NA, LR, Roll 659.

- 245. De Puy, Mishaps of an Indian Agent, etc.; Danziger, Indians and Bureaucrats.
- 246. Arrell Morgan Gibson, <u>The American Indian: Prehistory to the Present</u> ((Lexington, MA, and Toronto: D. C, Heath & Company, 1980); Angie Debo, <u>A History of the Indians of the United States</u> (Norman: University of Oklahoma Press, 1970); Prucha, <u>The Great Father</u>.
- 247. Agent Gillis, Omaha, to Washington, June 4, 1860, P. L. Wilson, Omaha, to Ind. Comm. A. B. Greenwood, June 29, 1860, M234, NA, LR, Roll 659.
- 248. P. L Wilson, Washington, to Ind Comm. Dole, April 5, 1862, M234, NA, LR. Roll 659.
- 249. <u>Brownville Telegraph Bulletin (Brownville, N. T.)</u>, December 25, 1860, January 1 and 11, 1861; "Report of the Commissioner of Indian Affairs (William Dole), November 27", <u>Report of the Secretary of the Interior</u>, 1861, RG 508, Roll 162.