

BEFORE THE INDIAN CLAIMS COMMISSION

THE KICKAPOO TRIBE OF KANSAS, )  
 THE KICKAPOO TRIBE OF OKLAHOMA, )  
 )  
 Petitioners, )  
 )  
 v. )  
 )  
 THE UNITED STATES OF AMERICA, )  
 )  
 Defendant. )

Docket No. 145

Decided: April 21, 1966

FINDINGS OF FACT

The Commission makes the following findings of fact:

1. The petitioners, the Kickapoo Tribe of Kansas and the Kickapoo Tribe of Oklahoma, are tribal organizations recognized by the Secretary of the Interior as having authority to represent the Kickapoo Nation or Tribe of Indians which entered into a series of treaties with the defendant between 1795 and 1891.

2. In the amended petition filed by petitioners they ask for a general accounting on the obligations assumed by the defendant under each of the treaties made with the Kickapoo Nation. In response thereto, the defendant furnished petitioners with General Accounting Office Reports on each of said treaties.

3. After an examination of the General Accounting Office Reports, the petitioners specified three exceptions to the reports, and the defendant responded thereto with further explanations regarding the items excepted to by petitioners.

4. At a hearing held before the Commission on March 2, 1966, petitioners' counsel stated that defendant's response to its exceptions numbered 2 and 3 was satisfactory (Tr. pp. 2-4). Exception number 2 related to delivery of salt pursuant to the Treaty of June 7, 1803, 7 Stat. 74. Exception number 3 related to interest payments due under the Treaty of May 18, 1854, 10 Stat. 1078. On the basis of the General Accounting Office Reports, petitioners' exceptions, defendant's response thereto, and the statement of counsel at the hearing, the Commission finds that the United States has no liability with respect to petitioners' exceptions numbered 2 and 3.

5. Petitioners' exception number 1 relates to the sum of \$11,511.53 which is shown in the General Accounting Office Report as "unaccounted for" (Def. Ex. 5, pp. 13-14; Def. Ex. 6, pp. 17-18). This sum represents monies due the Kickapoo in 1860 of which \$9,000.00 was an annuity payment under the May 18, 1854 treaty, \$2,000.00 was interest on tribal funds held under the same treaty, and \$511.53 was the total of other tribal funds in the hands of their Indian Agent, W. P. Badger (Def. Response to Exceptions, pp. 1-4; Tr. pp. 12-14). It appears that because the agent, W. P. Badger, failed to account for these funds, a suit was brought against him by the United States in the District Court for Kansas in 1875. A judgment was obtained but could not be collected (Def. Ex. 6, p. 18, Tr. pp. 16-18). It does not appear that the Indian Agent's default to the Kickapoo Indians was ever made good by the defendant (Tr. pp. 21-22).

6. The United States has failed to account for the sum of \$11,511.53 owed to the Kickapoo Nation and the debt has not been paid.

7. Accordingly, the Commission concludes that the petitioners are entitled to recover from the defendant the sum of \$11,511.53; that a final judgment be entered in favor of petitioners for and on behalf of the Kickapoo Nation of Indians in the amount of \$11,511.53 as against the defendant.

Arthur V. Watkins  
Chief Commissioner

Wm. M. Holt  
Associate Commissioner

T. Harold Scott  
Associate Commissioner