Mardisville, Alabama
September 6, 1834.

Sir;

Your letter of the 14th of July, addressed to me at Calhoun, Tennessee, requesting me to forward to the Department, without delay, my report in the valuation cases of Cherokee improvements, was received here, today, after the departure of the mail which bears my letter of this date to you. The report in question was mailed at Athens, I believe, on the day of the date of your letter, & ought to have reached the Department by the 24th of July. The tenor of your letter has given me some uneasiness, as it seems to indicate that my report was unreasonably, and perhaps purposely delayed. I hope the Departments will bear in mind that I did not commence that examination till the middle of May; and that the testimony in the cases had to be taken from portions of the Cherokee Territory the most remote from each other; and that it will do me the justice to believe me incapable of intentional procrastination for any purpose.

Mr Sommerville, one of the Emigrating Agent assembled the people of the Valadega Towns, and delivered them a talk, explaining to them the purport of the Govt in relinquishing their country, after which two of the Chiefs, accompanied by many of their people, came and submitted to my examination certain documents, copies of which are herewith enclosed.

I beg you to submit these copies to the Secretary of War, to support the allegation contained in my letter to him of the 3d Inst., that the speculators have cherished the prejudices of the Indians against emigration by promising them permanent homes on their reservations, though sold & conveyed. The Chief, Moshatchee Micco, repeatedly said to me, while I examined these papers, that it was because of them, the Indians who had sold their reservations were unwilling to remove. It is impossible not to perceive the truth and the force of this. The accustomed hominy fields of the Indian make up the sum total of his wants and desires; and if he can be left in the quiet enjoyment of these, a small sum of money to be spent in trouble, in riot, debauchery and gaudiness to his friends, will make him surrender to his cruelly deceitful white friend – as he calls him – the most valuable tract of land. These papers had much to do in inducing the Indians to sell; and I cannot feel that I have discharged my duty without directing to them the attention of the Government. The question presents itself – Ought the President to approve of any contract where the purchaser has excited such an interest? He need not inquire whether the Treaty authorises these arrangements. It plainly does not. It authorises the Indians to convey their reservations for a fair consideration in such manner as the President may direct. May they convey – during the 5 years – their reservations – the whole, not a part, for a fair consideration. Nor a consideration to be fair, it must be mutual

or reciprocal. But it can be neither, if the thing or act which is the price or motive of the contract is not lawful in itself. ✕ Now these licenses of enjoyment are inconsistent both with the words and spirit of the treaty. With the words, — because it says the Indian may convey his reservation, which is only formally done according to these arrangements, virtually he retains a part. With the spirit, — because the treaty contemplates the extinguishments of the Indian's title, and his removal, whereas he does not extinguish, but only modify his title. But if this view were possibly wrong, the conveyance is to be made for a fair consideration in such manner as the President may direct. The word manner refers itself not only to the form of the conveyance, but to the nature and kind of the consideration, both of which the President has a right to control. Will he, then, ~~where it appears that these licenses~~ of ~~enjoyment formed a part of the consideration of the con-~~ ~~veyance, approve the contract?~~ But it does appear ~~from the very paper transaction~~ he has prescribed a money consideration exclusively. Will he then approve of contracts, whose consideration, in part, seems to have been different from that prescribed? Do not these papers show that the notion which induced the Indians, named in them, to sell, was not exclusively a money consideration? Besides their inconsistency with the treaty and with the regulations, they are deficient, because in the light of a consideration, they are not reciprocal, most of these things in form & substance legally insufficient to secure the end proposed.

Most respectfully, R. J. Meigs.

E. Herring Esq. Com. Ind. Affs.

X 2 Bl. Com. 443-4.

licenses to enter & occupy lands in Kansas & Nebraska

a certain time, amounts to a