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OFFICE OF
Indian Affairs
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File

Indian School, Carlisle, Pa.,
March 9, 1907.

Maj. W. A. Mercer,
Supt.

Makes further report relative
to case of Amos Thomas, deserter,
and the forfeiture of his money.

1 incl.

To Supt. 3/22/07
" Hill 3/28 "

File

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DEPARTMENT OF THE INTERIOR,
INDIAN INDUSTRIAL SCHOOL,
OFFICE OF SUPERINTENDENT.

Carlisle, Pa., March 9, 1907.

The Honorable,

The Commissioner of Indian Affairs,

Washington, D. C.

Sir:

I am in receipt of your letter (Education 19878/07) dated the 5th instant in regard to money, \$92.32, withheld from Amos Thomas, a deserter from this school, now at his home on the Onondaga reservation, New York.

Complying with your request to reconsider this matter, I have to say that I have done so very carefully and that all phases of the matter and their bearing in general upon the subject as it affects the school have been weighed and considered. The point which I feel, however, should first be cleared up and as to which I regret that you labored under a misapprehension because our former report was not more specific, is that connected with the procurement of this young man's signature to the statement of his account. You say in the opening paragraph of your letter that it appears "he signed and returned the papers without understanding their import or the fact that the effect of his signing would be to release his money and consent to its confiscation." The same inference is made by you in connection with your statement of the young man's account on the second page of your letter where it is remarked: "Account closed on receipt of signature of Amos Thomas

obtained on request of December 22, 1906, and the amount, \$92.32, placed to the credit of the Emergency Fund."

The conclusion that we obtained this boy's signature for the balance of his funds and then transferred the same to the Emergency account and sent receipt to your Office had no basis whatever and it is greatly to be regretted that the inference could have been left that such a thing was done. We would certainly not be a party to any such transaction, and so far as we know it has never been done here. The statement of account which was sent to Thomas was one for the first quarter of the present fiscal year, ending September 30, 1906. A copy of it is inclosed herewith. The statement itself says clearly that it is for the quarter ending September 30th and the letter of the Assistant Superintendent transmitting it to the young man, dated December 22, 1906, also clearly stated that it was "for the three months ending September 30, 1906." The reasons for wanting the statement were, it seems to us, clearly, though briefly, set forth in said letter, namely, that it was to comply with request of your Office which had examined my accounts for said quarter and had called for receipts for this account and others where the same had not been furnished. Similar letters and statements were sent to a large number of other pupils at about the same time and they were all apparently understood and signed without question. Attention is invited to the figures contained in the statement itself, which are contained in columns clearly explaining their meaning. The statement shows clearly that this

young man was signing for 58 cents received during the quarter. It also showed a balance of \$92.38 due him. The procurement of this statement had no reference whatever to the transfer of the young man's balance to the Emergency Account and in fact up to that time it had not been contemplated. The matter of the transfer was decided upon at the close of the second quarter, 1907, or Dec. 31st, when the matter of transferring all the accounts of students to the Merchants National Bank of Carlisle and passing the same out of my control was determined upon. It was then concluded best in all cases where students had deserted and not returned to the school, to transfer their balances to the Emergency Account and to take it up therein and to account for it, in view of the difficulty of procuring receipts in such cases for the transfer to the bank.

Though this young man is below the average in intelligence, I do not believe it is true that he signed the statement of his account under a misapprehension that his money was to be sent to him. There are several reasons for this view. One is that he had signed several statements of his account and he knew that they were required regularly by me to file at Washington. Our pupils saw these statements so frequently and had opportunity to discuss them that I believe that all the older pupils understand their purport and meaning. Again, Thomas's signature to the statement is witnessed by Fred Waterman, a former pupil here who went home last year on account of ill health, and who was far above the average of intelligence and was at the time of leaving in one of our upper classes. Had there been anything about the account that Thomas did not under-

stand, it is believed that it would have been made clear to him by Fred Waterman. Again, but a short time before, namely, on November 20th, Thomas wrote us requesting that the balance of his money which he called his own be sent to him. This letter was answered on November 27th and is quoted in full as follows:

Amos Thomas,
R. F. D. No. 5,
Syracuse, N. Y.

Nov. 27, 1906.

Dear Amos:

We have your letter of the 20th instant asking that the money which you call your own, \$91.77, here in the school bank be sent to you. In reply I have to say that you are no doubt familiar with the rule of the school that when students leave without permission they forfeit their money and personal effects which they have here. There is but one honorable thing for you to do, and it is also the right thing; that is to return to the school just as you left; then there will be no trouble about your getting your money and other personal belongings. Your time, under the rules, will expire so that you would be entitled to your discharge next June when the home party goes, and it will be all to your benefit and advantage to come back at once and thus be discharged from the school with a clean record and get your money. I hope you will not hesitate to do this as it is the right thing and is all to your advantage.

Your friend,

J. R. WISE,
Acting Superintendent.

JRW-S

In view of the foregoing, it may at least be very seriously doubted whether the young man actually thought he was signing a receipt for his money or that the same was to be sent to him. My own opinion is that it was merely a trick intended to secure favorable action on the part of your Office. The point was not noticed in our former report because it was not taken seriously for the reason, as indicated, that we felt then and believe now that he understood what he was doing.

We would not have called upon him at all for his signature but for the fact that your Office and the Auditor persisted in demanding receipts in every case of accounts of pupils for moneys disbursed and we thought there was no alternative but to procure the same. It is not believed that your Office fully appreciates the situation in which we are placed with reference to these accounts and the difficulties experienced in procuring the necessary signatures. We have lately been, however, assured that the Auditor will accept an affidavit by myself and the financial clerk as to the disbursement of moneys on account of individual pupils where signatures cannot be obtained.

As to the general practice of transferring such accounts and its legal aspects, I have to say that your views have been carefully noted and considered. It is agreed that the moneys of pupils and especially those received as annuity payments or in other ways from their agent or from the Government cannot be absolutely confiscated. It has always been definitely understood that pupils who deserted from the school could have their money on the condition that they returned and complied with their obligation as to period of enrollment. Even though the account has been closed and the balance transferred to the Emergency Account, it is well understood that such balance will be re-credited upon the return of the pupil and a balance has always been maintained in the Emergency Account for this purpose. It seems to me that the obligation as between the pupil and the Government in such matters should be mutual and that where a boy leaves the school without any good and sufficient

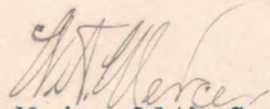
reason we should be warranted in withholding his money from him until he returns of his own accord to reclaim it, or, if he does not return, that good and sufficient reasons, satisfactory to me or to your Office, be given for leaving without permission and failing to return.

In the case in hand, as stated in our previous report, the young man was known as a chronic deserter. No reasons were given for his leaving his country places last summer. Our outing agent visited the first place from which the young man deserted and could discover no good ground for his actions. The place was always regarded as a desirable one and another boy who was at the same home at the same time continued there through the summer. The place to which the outing agent transferred Thomas was one where the work was exceptionally easy, yet he remained there but a very short time, when he came in to the school. No satisfactory reason for his leaving the school has ever been given. Under the circumstances, it seems to me that the least that could be required of him is that he return to the school just as he left, of his own accord and at his own expense, and place himself in a proper position to merit consideration. If he will do this his money will be re-credited to him and then if good reasons appear for his discharge before the expiration of his time the matter will be fairly considered on its merits. While the boy did not learn well in school and while he has given us a great deal of trouble we feel that we have accomplished a great deal for him. His teachers, instructors and the disciplinarian have been patient

with him and I am sure that , though enrolled too late perhaps to profit greatly by an academic course, the efforts to train and instruct him have not been in vain.

I respectfully recommend and urge that this young man and others whose cases are similar to his, be required to return to the school or show good reasons for not doing so as a condition precedent to receiving moneys left by them to their credit at the school at the time of their desertion.

Very respectfully,



Major 11th Cavalry,

Superintendent.

JRW-S

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STATEMENT

INDIVIDUAL INDIAN MONEY HELD IN TRUST BY THE SUPERINTENDENT, CARLISLE INDIAN SCHOOL. *For Quarter ending Sept. 30, 1906.*

FOR ACCOUNT OF.	AMOUNT TO CREDIT OF PUPIL AT BEGINNING OF QUARTER.	RECEIVED DURING THE QUARTER.	TOTAL.	AMOUNT DRAWN DURING THE QUARTER.	SIGNATURE OF PUPIL.	WITNESSES	BALANCE DUE AT THE END OF THE QUARTER.	REMARKS.
<i>Amos Thomas</i>	<i>90 56</i>	<i>2 40</i>	<i>92 96</i>	<i>58</i>	<i>Amos Thomas</i>	<i>Fred Waterman</i>	<i>92 38</i>	