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# THE SECRETARY OF THE INTERIOR WASHINGTON

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AMPORT ON

THE CARLISLY INDIAN SCHOOL

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INSPECTOR R. B. LINKER

DATED

FEBRUARY 24. 1914.

### INDEX

General	Page	1
Joint Congressional Committee Investigation and recommendations	Pages	2-3-4
Athletic Coach, G.S. Warner	"	4-5
General Bad Conditions	"	5-8
Athletic Funds; misappropriation of moneys; domination of athletics over said school; Glenn S. Warner, improper coach; testimony of football boys, etc	,	9-36
Accounts	"	37-40
False accounts and vouchers presented by Superintendent M. Friedman, etc	"	41-57
Corporal Punishment, cruel whipping, etc	"	58-66
Commitment of students to the county jail, etc	"	67-74
The Dining Room; lack of sufficient food, etc	. "	75-85
Dormitories; lack of proper mattresses, etc	"	86-90
Lack of agriculture, agricultural train- ing, dairying, etc	"	91-98
Academic Work; student body, etc	"	99-114
Industrial Trades, Shop Work, etc	11	115-131
Outing System	"	132-141
Statements and complaints by employees, etc	"	142-150
Miscellaneous List of goods and clothing to send to some other school	"	151-157
Case of C.B. Behney, former employee	· ·	158-159

Case of Charles Kelsey	ges	159-160
Case of Roy L. Mann, Teacher	"	160-164
Charges by R.H. Pratt, Brig.Gen., U.S.A	"	165-169
Sale of liquor to Indian students. Boot- legging	"	169-170
Affidavits of Mrs. E.K.Miller, James		
E. Jones, Julia Jones, Fred Bruce, and Harry Roberts	"	170-172
Miss Anna H. Ridenour, matron	"	172-175
Will H. Miller	"	175
City school plan	"	176
Congressman A.R. Rupley. Unjust and repre- hensible treatment by Supt.M.Friedman	11	176-7-8
Summary	"	179-186
J.S. Nori, Chief Clerk; false accounts	m.	186-188
Recommendations	11	188-191
Conclusions	"	191



## THE SECRETARY OF THE INTERIOR WASHINGTON

February 24, 1914.

The Honorable
The Secretary of the Interior,
Washington, D.C.

Dear Sir:

In compliance with your instructions, dated

January 19, 1914, I proceeded to Carlisle, Pennsylvania,

and made an investigation of the Carlisle Indian School

and all matters in connection therewith. I now have

the honor to report as follows:

One of my first duties after arrival at Carlisle was to check up the funds, books and accounts, viz., the "Athletic Funds" and "Individual Indian Moneys," being the funds of the various students and the Government funds from various appropriations, etc. One of my first duties, also, was to visit the dining room, shops, dormitories, etc., and acquaint myself with the conditions then existing. I then visited the hospital, school room, and every department, and acquainted myself fully with conditions from personal observation and talking with the heads of the various departments, with the employees, and with the student body.

quainted with the conditions then existing, and in accordance with previous agreement, I conveyed the information briefly to Honorable Joseph T. Robinson, Chairman of the Joint Commission to Investigate Indian Affairs, that I had secured sufficient data and information and had witnesses ready to impart the information whenever the Joint Congressional Committee appointed by Congress to investigate Indian affairs chose to come to Carlisle to conduct their investigation.

Subsequently, four members of said Joint Congressional Committee came to Carlisle, Pennsylvania, and conducted their investigation. These members were: Senator Joseph T. Robinson, Chairman; Senator Harry Lane; Congressman John H. Stephens, and Congressman Charles D. Carter. Said Joint Commission remained at Carlisle for a period of two days and took testimony of many witnesses, which testimony is embraced in Volumesl and 2, Carlisle Indian School, marked "Hearings before Joint Commission to Investigate Indian Affairs," which volumes contain 692 typewritten pages of testimony of sixty-one various witnesses.

Same are herewith transmitted and marked "Exhibits A and B," to which your attention is respectfully invited, as the same contain valuable testimony of members of the student body appointed to present the grievances of said student body and numerous employees bearing on the condition of said school, the treatment of the students and employees by the Superintendent, and has a direct bearing and imparts information as to lack of discipline, morals, lack of interest and proper management in practically every department of said school, lack of sufficient food for the student body, and shows the disrespect and contempt in which Superintendent Friedman is held by the student body, as also by a majority of the employees.

Same also shows the cruel and unjust treatment inflicted on certain students, corporal punishment, the placing of students in the county jail and the sentencing of some of them in direct violation of law, and shows such an unsatisfactory condition of affairs to exist at said school as convinced all the members of said Joint Commission that Superintendent Moses Friedman had not been conducting said Carlisle Indian School in a proper manner, and that in the best interests of said school and of the Government service he should be removed.

Said Joint Committee's investigation also convinced them that in the best interests of said school and the Government service, one Claude M Stauffer, Musical Director, who inflicted corporal punishment on a young lady student by the name of Julia Hardin, seventeen years of age, and was thereafter grossly insubordinate to me, should also be removed from the Government service, and that the matron, Miss Anna H. Ridenour, should be reprimanded and promptly transferred. This judgment and recommendation on the part of said Commission has my hearty and unqualified approval.

These are the recommendations which I here make, and should have made regardless of the investigation of said Joint Commission.

I also make other recommendations hereinafter which I believe to be in the best interests of said school, and desire to direct your particular attention to the abuses which have for many years occurred in connection with the athletic funds of said school, and I submit that the evidence herewith transmitted shows that the Athletic Coach.

Mr. Glenn S. Warner, is not a proper person to longer be associated with said student body by reason of his domination

over the athletic boys, his foul language and cursing of the athletic boys in the presence of the student body and outsiders who happen to be present on such occasions. His influence at said school is demoralizing and it is the consensus of opinion of the heads of the industrial departments of said school, the principal, and the majority of the teachers that football and athletics have dominated said school; that all other departments have been made to be subservient thereto, and that the manner in which athletics have been conducted has been extremely bad for the academic and industrial training of the student body.

I desire to draw your particular attention to the fact that in practically every department of said school there has been a lack of proper interest and proper management; that there has been a lack of individual interest in the student body for their welfare; that there has been no systematic effort made to teach the various trades to the young men; that they were detailed from one shop to another or to the farm or outing, and that but a very small per cent of the students detailed in the various shops ever became proficient or learned any trade, because of lack of sufficient length of detail or interest; that there is almost an

entire lack of agricultural training, and that the boys have been made to feel that they were being punished when detailed to work on farm, garden or dairy; that some of the trades have been abandoned which the catalogues of said school advertise. There has been no human side exhibited by the Superintendent at said school and his relations and conduct towards the pupils have been overbearing and very unfriendly and unsympathetic. The students could not go to him with their grievances, or receive kindly advice; neither could the girl students go to the matron and receive sympathy or motherly advice. The management of the school appeared to be exceedingly strained and unfriendly toward the student body, who were almost in open rebellion by reason of the treatment received and injustice practiced on some of their members.

This strained condition of affairs could not have much longer obtained. An open break and rebellion was imminent upon my arrival at said school. It is sufficient to say in this connection that the members of the student body had held meetings, both the boys and the girls, and that 276 members of the boys had signed a petition requesting an investigation of said school. This petition was handed over to Congressman Arthur R. Rupley, whose home is at Carlisle, Pennsylvania.

After my arrival at said school I was called upon by the members of the student body, both young men and young women, requesting permission to hold a meeting of their student body and select therefrom members to present their grievances to me. I believed that in justice to said body it should be allowed, and I granted such permission, with the distinct understanding that the members of said student body to be so selected must represent the majority of the students; that they must state only the truth and the facts, under oath, and matters which are material to the welfare of the student body and the school. Such committees were appointed by the student body and they appeared before the Joint Congressional Committee and gave testimony, to which your attention is respectfully invited.

In this connection I desire to say that my observation convinces me that there is a high class of students at said school; that there is the making of many good, true men and women out of the majority of said student body if they be properly handled and their better natures appealed to; that they have a high sense of honor and justice, and can be properly developed and moulded with sympathetic, kindly teaching.

With respect to the feeling exhibited by the various members of the student body toward Superintendent Moses Friedman, it is sufficient to say that the majority of the student body have the utmost contempt and disrespect for him; that they have publicly hooted and jeered him, and have called him "Old Jew," - "Christkiller," - "Mose," - "Pork Dodger," etc., and have thrown old shoes at him and treated him with the utmost disrespect. They state that members of their student body have been unjustly and cruelly treated; have been expelled and sent home from said school simply because they had complained of the food and treatment accorded them at said school and had taken part in gatherings, and had signed petitions requesting an investigation, etc. Also, they complained of corporal punishment of some of the members of the student body; of the placing of some of the students in the county jail, etc.

#### ATHLETIC FUNDS

Misappropriation of such moneys; domination of athletics over said school; Glenn S. Warner, improper coach.

The athletic funds of said school which have been improperly handled for many years past, is the bone of contention and has caused more to disrupt, to disorganize said school and create a bad feeling and a feeling of unrest and injustice among the student body, than all else combined. Everything about said school has been made subservient to football and athletics.

It has been considered an honor to be on the first football team and to be connected with the athletics of said school. Young men of the student body who were so fortunate as to be equipped with great strength, health and bodily vigor to take part in the strenuous sports were granted every consideration and privilege. They had special quarters in which to reside, a special training table, and a separate cook, and especially good food was provided for them. They were given watches, medals, suits of clothing, overcoats, and money as well. They spent the

major portion of their time in training, to the detriment of their education, both academic and industrial. If members of the athletic team were in some of the shops, as was frequently the case, they got off at half past three or four o'clock in the afternoon and went to train. If they were in the school room, they left the school room for such purpose. During the football season they were away much of the time, and, as a consequence thereof, their education, both academic and industrial, suffered, and when it is taken into consideration that at least sixty, or more, of the student body were engaged in athletics and constantly in training, it may be noted what effect the same would have on a school of this character.

The other young men of said school who were not so fortunate as to be members of these football teams or athletics, have felt that they were being unjustly treated and slighted; that these athletic boys had more and better things to eat, more and better clothing to wear, were better housed, and favored in every way, which created a spirit of jealousy, dissatisfaction and unrest.

The receipts from games for said athletic funds from the year 1907 to 1913 were:

During the year 1907 .... \$58,032.30

" " " 1908 ..... 32,175.05

" " 1909 ..... 30,619.94

" " 1910 ..... 19,374.36

" " " 1911 ..... 23,990.47

" " 1912 ..... 33,275.88

" " 1913 ..... 26,321.83

223 789.83

For your information I enclose herewith an itemized statement showing the receipts from the various games in said athletic fund for the years 1907 to 1913, inclusive, which I attach together and mark as one exhibit, being "Exhibit C."

I have prepared a list comprising twenty-three typewritten pages, single spaced, of checks showing payments
made out of this athletic fund from February 9, 1907, to
date, to which your special attention is invited. This
list of checks shows hundreds of payments made to various
football players, many payments made to ministers, many
payments made to Government employees who were receiving
Government salaries, payments made to newspaper correspondents, payments made to attorneys, press clipping bureaus;
insurance, hotel bills and club dues at the mess for visiting persons; moneys paid to jewelers, clothing men, etc.,
for football players; \$580.00 worth of mileage books for
Superintendent Moses Friedman; numerous hotel bills and expense trips for Superintendent Moses Friedman, including

theater tickets, etc., amounting to many hundreds of dollars; New York Times and other daily newspapers for Superintendent Friedman; expenses of Superintendent Moses
Friedman to Washington and elsewhere, when he also charged
up the Government with his expenses; moneys paid to chief
of police of Carlisle, and to the sheriff and detectives
for arrests of pupils; Mary B. Friedman, wife of Superintendent Moses Friedman, - expenses, entertainment of
guests, - \$102.70, pay of musicians, etc. etc.

These checks so listed are only a few of the checks drawn during said period and are simply noted to show questionable payments made and payments made to football players, and show that an effort was being made to subsidize the public press through these newspaper correspondents who have been paid many hundreds of dollars out of this athletic fund and have been supplied with cameras out of said fund; that ministers have been paid; attorneys have been paid (some of whom have appeared at the Indian Office in Washington recently in behalf of Superintendent Moses Friedman); and these ministers and persons who were so paid out of said athletic funds were the persons who appeared before the Joint Congressional Committee to give testimony in behalf of Mr.

Check No. 508, in the sum of \$3,667.63, and check No. 1103, in the sum of \$4,283, were checks to pay cash to football players, to say nothing of hundreds of other checks drawn for a like purpose.

One Hugh Miller, newspaper correspondent who sends out associated press dispatches and who is connected with the Carlisle Evening Herald; and also one J.L.Martin, a newspaper correspondent, were paid hundreds of dollars out of said athletic funds for sending favorable reports about Superintendent Moses Friedman, the school and the football team, when they were being paid by the Associated Press for such work.

Attorney John M. Ray, of Carlisle, was paid \$100 a year, ostensibly to audit the athletic accounts; and attorney John Wetzen, of Carlisle, received attorney's fees for what purpose nobody appears to know - but he is now one of the active defenders of Superintendent Friedman and has recently made a trip to Washington in his behalf, to see the Honorable Commissioner of Indian Affairs.

The Springville Canning Company received various large checks for canned goods. This is a company in which Coach Warner is interested. Note the extravagant expense bills paid to Glenn S. Warner, amounting in some

instances to over \$1500 for a single trip. Note the large and numerous railway transportation bills, amounting to many thousands of dollars (which include not only railroad transportation for football players, but large amounts for pullman, etc.). While the expenses of the football members were very properly paid out of such funds, hundreds of pupils, students of the Carlisle School, spent annually thousands of dollars, which they could ill afford, paying for railway tickets, hotel bills and other expenses to see the games which were played anywhere in the vicinity of Carlisle. The money used by these pupils for such purpose was generally furnished to them by their parents, or were moneys paid them as annuity payments or from the sale of allotments, etc.

Attention is called to the fact that in both of said annual salary payments for professional football, the name of James Thorpe is included.

Glenn S. Warner, Athletic Coach, has been receiving a salary of \$4,000 per annum, payable from the earnings of this athletic association. In addition to this, he has been furnished with a comfortable house, heat, light, fuel and water. All of his expenses of every character have been met, amounting to thousands of dollars per annum. The majority, or nearly all of his trips have

been made as a coach, or in connection with athletic business, presumably.

Government employees who have been receiving an extra salary out of these athletic funds are, as follows:

Will H. Miller, Financial Clerk, salary \$1000 per annum, has been receiving \$35 per month out of the athletic funds for keeping the books and accounts.

R. L. Mann, teacher, \$720 per annum, has been receiving \$15 per month extra out of these funds for doing Y.M.C.A. work.

Mrs. E. H. Foster, teacher, \$810 per annum, has also been paid the sum of \$15 per month for doing Y.M.C.A. work.

Wm. H. Dietz, Indian Assistant, salary \$540 per annum, has generally been paid the sum of \$500 per annum additional out of the athletic funds for acting as Assistant Coach.

Various ministers residing at Carlisle have received \$5.00 for each Sunday service. This payment for Sunday services usually amounts to \$25.00 per month. It is noticeable that all denominations other than the Catholic Church have been receiving said payments. One minister who seems to have been especially favored is Mr. Diffenderfer.

Some moneys have been paid to the Dickinson College at Carlisle to cover the tuition fees of various football pupils who were boarded and housed at the Carlisle Indian School and kept for the purpose of playing football. Some

of these pupils so favored were James Thorpe, Frank Mountpleasant, William Garlow, Gus Welsh, Antonio Lubo, Peter
and Frank Hauser, Lewis Tewanama, and others. These
football players were generally also paid from \$10 to \$15
per month out of said fund.

Aside from the cash payments made to football players, they have been furnished with suits of clothing, overcoats, shoes, watches, charms, medals, and other equipment, in addition to the regular athletic clothing, viz., sweaters, trunks, stockings, shoes, etc., which are always furnished the teams. These suits of clothing, overcoats, watches, etc., were payments indirectly, instead of money to these football players.

Superintendent Friedman spent hundreds of dollars per annum out of said funds in expenses incurred by himself, wife, and friends in visiting these games. Note --

Check	No.1181,	Jan.	20, 1909,	Expenses to Washington	\$70.90
				Expenses to Washington	16.00
				Expenses to Washington	87.00
Check	No.1806,	Jan.	29, 1910,	Expenses to Washington	27.00
Check	No.2001,	May	24, 1910,	Expenses to Hampton	16.00
Check	No.2016,	Jan.	22, 1910,	Expenses to Phila.Pa.	17.00
				Mileage Books	40.00
Check	No.2314,	Dec.	6,1910,	Expenses to football	
				team	211.00
Check	No.2412,	Feb.	8, 1911,		56.86
Check	No.2615,	July	11, 1911,	Expenses to New York	22.00
Check	No.2622,	July	28, 1911,	Expenses to Washington	17.00
Check	No. 2747,	Nov.	20, 1911,	Expenses to Phila.Pa.	55.00
Check	No.2800,	July	28, 1911,	Expenses to Boston	48.00

Check	No.2848,	Jan. 27,1912,	Expenses to Washington	\$42.20
Check	No.2929,	Apr. 9,1912,	Expenses	58.60
Check	No.3138,	Nov. 14,1912,	Expenses to Washington	75.65
Check	No.3139,	Nov. 15,1912,	Expenses to Phila.Pa.	69.20
			(Theater \$10.00)	
		Additional	expenses to Phila.Pa.	22.00
Check	No.3508,	Oct. 24,1913,	Hotel Bill Philadelphia,	
			Friedman	54.05

#### Etc.

In addition to the above, he always had mileage books, which were paid for out of this athletic fund, used by himself and wife. Also, we find by check No. 3311, April 9,1913, \$102.70 for entertaining by Mrs. Friedman.

The Government does not insure its buildings and has never made a practice of doing so, still I find some of these buildings covered by insurance and checks paid out of the athletic funds, as follows:

Check No.149	9, dated	August	31,	1909	\$30.00
Check No.153	3, "	Sept.	2,	1909	60.00
Check No.302	5, "	August	10,	1912	60.00
Check No.302	8, "	August	10,	1912	60.00
Check No.318	8, "	Dec.	9,	1912	7.20.

I also find that it has been customary to pay the Chief of Police of Carlisle the sum of \$2.00 for the arrest of each Indian boy student found in Carlisle without a pass.

Also, the sheriff and detective have been paid for making arrest of students.

Loans of money have been made from said athletic funds to members of the football team, as follows:

and others, knowing when said loans were made or feeling absolutely sure that they would never be repaid.

Check No. 1051, dated November 21, 1908, was to pay the Postal Telegraph Company \$15.00 for furnishing election returns.

During the years 1907-1908 Northern Pacific and Reading Railway bonds were purchased by the former Superintendent, Major W.A. Mercer, out of these athletic funds.

This investment appears to have been a fortunate one, in that all of these bonds or railroad stocks were later sold at a profit, as per lists herewith enclosed, marked "Exhibits D and E," which lists give the number of the bond, date of purchase, purchase price, date of sale, sale price, and the profit, which aggregate \$1,588.25. However, I do not deem it advisable to thus speculate with funds which have been derived from school athletics or any other Government source.

This list of checks showing payments made out of the athletic fund, I enclose herewith and mark "Exhibit I," and respectfully invite your attention to same.

Attention is invited to various copies of bills rendered for clothing, shoes, etc., for the athletic boys, and particularly the football players. These copies of bills I attach and mark as one exhibit, being "Exhibit F."

I also enclose itemized list showing amount of money paid each football player during the years 1907-1908 out of the two checks aggregating \$9,233.00. These I attach together and mark as one exhibit, being "Exhibit G."

I also call your attention to the fact that out of the \$9,233.00 paid to football players during the years 1907-1908, James Thorpe, professional, received the sum of \$500.00.

These football games were played in various parts of the country, - in Minnesota, Nebraska, Missouri, Colorado, Pennsylvania, Illinois, New York, Massachusetts, Ohio, District of Columbia, and other points. The receipts generally have been quite large, varying from a few dollars to nearly \$17,000 for one game for the portion awarded the Carlisle Indian School. In almost every instance the manager of the athletic field where the game was played rendered a statement showing the total proceeds derived from the game, the total amount of expenditure of every nature, and the amount due the Carlisle team, which generally ran from 33-1/3%

to 50% of the proceeds. These statements are generally on file in the office, from which I could verify the books.

The material for the business department of the academic building was built out of athletic funds, costing approximately \$7,000. The material for the printing office was also paid out of said athletic funds, costing approximately \$2,500.

The old hospital was remodeled into athletic quarters and the material paid from said fund. This remodeled building cost approximately \$13,000. The two-story frame cottage occupied by Glenn S. Warner, Coach, was built out of said athletic funds. This building cost approximately \$3,400. The studio or art building, a one-story cement block structure, was also built out of said athletic funds, and cost approximately \$3,500.

The grading of the athletic field, which cost approximately \$1,000, was paid from said athletic funds. The fire engine and hose house was built from said funds, which cost approximately \$300.

The material for the construction of these buildings was furnished and paid for out of the athletic fund, but the construction work was largely paid for by the Government.

All payments have been made out of said fund by check, and generally a bill or statement furnished covering the items paid. In many instances these bills appear to be extremely liberal and the moneys have been used for paying all class of expenses, such as entertainments of various characters, lectures, salaries, transportation of pupils to play football, paying for tutorage for football boys at Dickinson College, paying them salaries, buying them clothing, etc., paying for newspaper press clippings, paying newspaper correspondents, attorneys' fees, druggists' bills, ministers' bills, athletic goods of all descriptions; periodicals, insurance, watches, medals, arrests, loans of money, etc. etc.

Articles of incorporation for a charter for said athletic association were filed April 11, 1911, with the Recorder of Deeds of Cumberland County, Pennsylvania, which by said articles of incorporation was entitled "Carlisle Indian School Athletic Association." The names of the incorporators were: Moses Friedman; Glenn S. Warner, Coach; Will H. Miller, Financial Clerk; William Garlow; D.H. Wuseka, football player.

The first three named reside at Carlisle, Pennsylvania. The officers of said organization are Glenn S. Warner, President; Will H. Miller, Secretary and Treasurer, and these two officers, together with Moses Friedman, Super-intendent, constitute the executive committee.

The books and accounts are being properly kept, except they are not quite as full and complete as should be for information. The balance in said athletic fund on February 13, 1914, was \$25,640.08, for which check in said amount was made to O.H. Lipp, Supervisor in Charge.

The rules and regulations of the Indian Office approved by the Secretary of the Interior June 14, 1910, specifically provide that the athletic funds be taken up as Class 4 Funds by the Superintendent and Special Disbursing Agent at each Indian school and on each Indian reservation, and under the heading of Class 4 Funds, Paragraph 289, appears the following:

"(g) School entertainment, band concerts, athletic contests, sales of curios, or fancy articles manufactured by pupils \*\*\*"

It will be noted that the articles of incorporation were filed after the amendment No.30 to the regulations approved June 14, 1910, which were at all times since that date on file in the Superintendent's office at Carlisle, Pennsylvania.

Section 250 of the Revised Statutes 5488 provides that:

22

"When an agent deposits any public money in any public place not designated for the purpose by the Secretary of the Treasury, or any employe converts, loans, transfers, or applies public money, he will be deemed guilty" etc.

Amendment 30 of the Regulations dated May 16, 1910, approved by the Honorable Secretary of the Interior, pro-vies, among other things, that:

"Funds coming into the hands of disbursing officers from miscellaneous sources are divided into the following class and must all be taken up and accounted for in compliance with the Act of July 1, 1898 (30 Stat. L., 595) which provides that 'hereafter Indian agents shall account for all funds coming into their hands as custodian from any source whatever, and be responsible therefor under their official bonds."

Upon my arrival at the Carlisle Indian School, one of my first demands was for the books and accounts of the athletic funds for investigation. I made such demand of the Financial Clerk, W.H. Miller, who is Secretary and Treasurer of the Athletic Association in the absence of the Superintendent, Moses Friedman. He was loath to turn said books and accounts over to me for investigation, and stated, as did also Glenn S. Warner, Coach and President of said Athletic Association, that the same was a private fund of which the Government or its officers had no control, and I had to insist quite strenuously in order to obtain the books and accounts of said athletic association for the

purpose of checking them up. The result of same is herein indicated.

While it is true that some of the funds derived from these football games have been put to a very good and worthy purpose, viz., the construction of various buildings on the school grounds, etc., still a large amount of such funds have been improperly used and various interests have been subsidized by the use of such moneys.

In conformity with telegram, dated Washington, D.C., February 17, 1914, received by me from Honorable Cato Sells, Commissioner of Indian Affairs, I obtained the written consent of Glenn S. Warner, President and Director; Will H. Miller, Secretary, Treasurer and Director, and Moses Friedman, Superintendent and Director of the Carlisle Athletic Association, to turn over the funds of said association to the Supervisor in Charge, which was done, and I have the honor to enclose herewith copy of said agreement, signed by said three officers and directors of said association, which I mark "Exhibit H."

The principal teacher of said school, Mr. John Whitwell, stated to me, in referring to the influence of

athletics on the shop and school room work in general:

"I wish to add that so long as the school boys are allowed to play on teams and public-ly represent the school without any regard to their progress or standing in shop and school room work, just so long this influence will continue to be a menace to the best interests of the pupil and the school."

This opinion is concurred in by Charles H. Carns,
Painter; Martin L. Lau, Carriagemaker; John A. Herr, Carpenter; H. Gardner, Assistant Carpenter; William C. Shambaugh, Blacksmith; Harry B. Lamason, Mason; John Boltz,
Shoemaker; Robert B. George, Tinner; Ramond Reneker, Baker;
each being a Government employe in charge of the various
shops; William B. Gray, Farmer; C. K. Ballard, Second
Farmer; W. J. Ryan, Dairyman; George Abrams, Gardener;
William Nonnast, Tailor, and a majority of the other employees at said school.

In this connection your attention is respectfully invited to the testimony given by these various employees, as embraced in "Exhibits A and B" before the Joint Commission, which testimony is properly indexed.

The fact is that athletics at said school rank

first, the band second, and commencement exercises third.

Everything was done for advertisement, show and glitter,

all at the sacrifice of the schooling, farming, gardening,

dairying, trades and industrial teaching. Everything was made to be subservient to athletics and football. This as to the academic and industrial work. The boys were taken out of the school and out of the shops, and special privileges were granted to football players.

Now, with relation to Glenn S. Warner, Coach. As heretofore stated, Mr. Warner, Coach, has been receiving a salary of \$4,000 per annum, house rent, heat, light, etc.. for many years past, his salary being much greater than that of the Superintendent. His work during the football season as coach probabaly covers a period of three months. Mr. Warner appears to have had a great influence over Moses Friedman, Superintendent, and exhibited to me a three-year contract entered into January 14, 1914, between himself and Moses Friedman, Superintendent, under the terms of which he was to receive a salary of \$4,000 per annum, house rent, heat and light for a period of three years from January 1, 1914. This contract, or agreement, in writing, between himself and Moses Friedman was without authority of this Department and does not in any manner bind the Government or Superintendent Friedman's successor in office.

Six members of the first football team led by Elmer Bush, the captain of said team, appeared before me and made affidavits with relation to Coach Glenn S. Warner, their complaints being, in substance, as follows:

The affidavit of Elmer Bush, captain of the first football team, is, in substance, as follows:

"Mr. Warner is kind of rough to the football players, using profane language to them. I heard him curse a boy named William Hodge; called him a son of a bitch, like that; said he was not doing his duty; said all that we think of was eating and did not give a damn if we played or not. He cursed Wallette. He cursed the football boys in the presence of the students and spectators. He cursed Aleck Arcasa when playing at the John Hopkins University. His influence among the student body and football boys is bad.

I know he is kind of good to the football boys during the season and when he gets out of humor he calls them all kinds of names. As long as they play football he is their friend, but after they leave school he has nothing to do with them. After football season he has nothing to do with the football boys - in fact, he has nothing to do with the students who do not take part in athletics. I do not think he is honest. The boys have been displeased because they never know anything about the athletic receipts or disbursements. He has the say of the football boys whether they are to be sent home or to come back.

I do not believe a man who curses and swears at the boys has good influence over them."

(Affidavit marked "Exhibit J.")

The affidavit of Gus Welsh, member of the first football team, shows, in substance, that he has been enrolled at said school as a student for a little over five years. He believes Mr. Warner is a good football coach, but a man with no principle; that he does not have the right influence over the student boys; that he is detrimental to their cause; that so long as he can use you he is all right with you, but the minute you voice your own sentiments and speak up for them, he abuses you; that he uses profane language and curses the boys; that Coach Warner has cursed him and others; that he has used the worst cursing and swearing that he could use; that Coach Warner would say to football boys he was vexed at: "You God damn bone head," or "You son of a bitch;" that he would use such language most every day on the athletic field; that he thought he was superior to the athletic boys and that they would stand that kind of language; that he jumped the boys for making minor mistakes; that he saw him strike a football player named John Wallette; that he heard him once threaten a boy in Pittsburg that he would knock his "damn block off." The boy's name was Roy Large. After having been associated with him for three years, he considers him no man for the place that he holds. His language is not what it should be.

"I have one criticism to make: In each large game we have fifty to seventy-five complimentary tickets which he is supposed to issue to the patrons of the school, and we have seen him sell these tickets outright in the hotel lobbies and I think he kept the money. I regard him as being dishonest and so do the other boys. general opinion among the football boys is that Mr. Warner has been receiving a rake-off, or something of value, on account of purchases with athletic moneys, because the accounts have been so concealed there must be something wrong. Coach Warner practically controls the students, who play football and take part in athletics, rather than the Superintendent. A number of the prominent football boys have mentioned that they were in favor of discontinuing athletics if Mr. Warner was retained as coach. time ago prior to your coming I took a leading part among the student body in procuring a petition which was signed by upwards of 200 of the school boys to have an investigation made of this school. Shortly thereafter I had a telegram that my brother was very ill in Wisconsin. I had another brother here at the school who was anxious to go home and I wanted him to go home rather than myself, but Superintendent Friedman and Coach Warner were insistent that I should go and they paid my expenses home out of the athletic fund, - my idea being that they wanted to get rid of me during this investigation and not have me appear as I am now doing."

Your attention is invited to this affidavit which is marked "Exhibit K."

Edward Bracklin. a football player and member of the first football team the past two years, states, in substance, that Coach Warner is an abusive fellow when he is playing with the boys on the field; that he is not a very

desirable leader, often uses profane language among the boys; that during the football season it is a daily occurrence that he calls the boys "sons of bitches," and also other names; that he saw him strike a football player, John Wallette with a stick, and in 1910 saw him kick one of the football boys and curse him. The boy's name was Lewis Dupois; that he uses profane language before the students, football boys, and curses them before the spectators; that Warner has full control of the football boys, makes them go and come to and from their homes as he wants to and sees fit, and controls them rather than the superintendent of the school; that he writes the football boys about their coming back and handles the whole matter, pays the expenses out of the athletic association, and has the boys enrolled at the school simply to play football; that he believes he sells the complimentary tickets and keeps the money; that he is not a true sportsman, sending out scouts to get the other team's plays in advance and showing them to the boys, etc.

This affidavit I mark "Exhibit L."

Joseph Guyon, member of the first football team, says he has heard Coach Warner curse the football team and use profane language on the grounds of Carlisle and where they are playing football, in the presence of students

and spectators; that he would curse the boys and say "God damn" to them; that his influence over the boys was not good; that the boys had to take it but they did not like it; that he has full control of the students who play football, regardless of the superintendent; the football boys do not feel that he is the proper person to have charge of them.

This affidavit I mark "Exhibit M."

John Wallette, member of the first football team, says that Coach Warner came up behind him and lashed him with a switch on one occasion when he was practicing football and had a sore shoulder, and that he has said things to the boys that lowered their reputation to the student body; that he said all they thought of was the good things to eat the football boys were getting, etc.

This affidavit I mark "Exhibit N."

Peter Calack, a member of the first football team, says he has heard Coach Warner curse the football boys on various occasions; that this occurred on the side lines when students and spectators were watching the plays; that his fare has been paid out of athletic funds and he returned to the school, he believes, at the request of Coach Warner who has more to do with the athletic boys than

the Superintendent.

This affidavit I mark "Exhibit O."

William Newashe, a former student and football player at said school, states, in substance, that he played football during the years 1909, 1910 and 1911, when he was not enrolled and no longer a student; that he came back at the request of Coach Warner; that it was generally given out and supposed that he was a student at Carlisle during those years; that on one occasion his expenses were paid back to Carlisle and that he was given \$50.00 worth of credit at different stores, and given a watch or souvenir medal, or something of that sort; that he has heard Coach Warner curse the football players.

This affidavit I mark "Exhibit P."

Elmer Bush, captain of the first football team, also makes affidavit that he and some of the other football boys were called over to Coach Warner's house quite recently and suggestion was made there to the boys present to get up a petition in favor of Superintendent Friedman to offset the petition which had been gotten up by the student body.

This affidavit I mark "Exhibit Q."

Joseph Guyon also makes affidavit that he was called over to Coach Warner's house and suggestion was there made that the football boys should get up a petition to send to Superintendent Friedman to offset the petition which the student body had gotten up.

This affidavit I mark "Exhibit R."

I also enclose statements of Glenn S. Warner,

Elmer Bush, Charles Coons and William Garlow which were
handed to me by Glenn S. Warner. These statements I

attach together and mark as one exhibit, being "Exhibit
S."

In connection with the affidavit of Gus Welsh, it is also worthy of mention that it was he who, as a representative of the boys of the student body of Carlisle Indian School, presented a petition, dated January 7, 1914, Carlisle, Pennsylvania, addressed to Honorable Cato Sells, Commissioner of Indian Affairs, comprising two hundred and fourteen names of students, and that while he was at the home of Congressman A.R. Rupley with said petition spread out before him, Rev. G.M. Diffenderfer appeared, and said Gus Welsh states that he is satisfied that Rev. Diffenderfer reported such matter at once to Superintendent Friedman, which was the cause of Superin-

tendent Friedman and Coach Warner being anxious to get rid of Gus Welsh.

This petition which was delivered by said Gus Welsh to Congressman Rupley was never filed with the Honorable Commissioner of Indian Affairs, but was handed to me by Congressman Rupley for my information, he stating that he had not filed said petition with Commissioner Sells for the reason that he did not desire to put on record with the Department anything which might reflect on members of the student body. I now hand you herewith this petition for your information, with the understanding that it is not to be considered as being filed with this Department but is only turned over for information and is to be returned to Congressman Rupley.

Attention is also respectfully invited to the affidavit of E. K. Miller, Printer at Chilocco, Oklahoma, formerly in charge of the printing establishment at Carlisle Indian School, with relation to football boys and athletic boys being unsatisfactory as printers, interfering with the discipline of the school, being paid, etc.

This and other affidavits secured by Supervisor

Brown at my request and forwarded to the Indian Office,

are attached together as one exhibit, which I mark "Exhibit T."

Among other things, Mr. E. K. Miller, states that:

"The athletic spirit was urged and allowed to predominate to such an extent that everything else seemed of a subordinate consideration, - in fact, it was easy to imagine "Pop" Warner the real superintendent, and never knew of his orders being countermanded; that his power after Mr. Leup left the service was absolute.

When it came to boys of my department joining the athletic teams, or the boys going to practice all hours and being away on trips, I had no voice in the matter. The statement so often seen that 'the Carlisle students' interest in athletics does not detract from the legitimate work of education,' that 'the time devoted to training comes out of the students' playtime,' and 'students are not allowed to neglect their studies and school work for this purpose,' are misstatements of facts, as my detailed records there will show. My work and that of others was secondary to these things.

Reports such as the above are easily understood when it is known that the head of the newspaper reporting bureau down town was in the pay of the athletic association.

I have often heard the Superintendent extol the director of athletics and his work in such a way as to lead one to believe that that was Carlisle's important work. I have lost as many as six boys over my protests. Brought this matter up once at a faculty meeting, but the Superintendent in a speech said the filling of the school was of first importance and that it was impossible to accomplish this if we did not allow students to have things more or less their own way. Both the athletic director and the director of music seemed independent of other departments."

Mr. Miller in his affidavit also states that beer wagons stopped and carried cases of beer into the homes of Mr. Nori, Chief Clerk; Mr. Stauffer, Bandmaster, and Mr. Warner, Athletic Master, on the grounds.

Coach, Glenn S. Warner, I believe it is herein shown that by reason of his cursing and swearing at the athletic boys in the presence of students and spectators, and striking football players and various students, that his influence among the student body is not good. I believe, also, that his conduct in handling the athletics has been demoralizing to said school and has been detrimental to the teaching in the academic and industrial departments of said school, and for such reason I believe that in the best interests of said school his services should be promptly dispensed with, and I have the honor to so recommend.

For years he has been residing in a Government house on the grounds, furnished with heat and light, with a salary of \$4,000 per annum for practically three months' service, while instructors in the trades and industrial lines who receive but a very nominal salary, from \$700 to \$900 per annum, have been compelled to pay house rent, heat and light, in the town of Carlisle, and pay their street car fare to and from the school. This also has been the cause of much unfavorable comment on the part of Government employees attached to said school.

## ACCOUNTS.

I checked the books and accounts at said Carlisle Indian School and find that the same are being properly kept. The individual Indian moneys, being the funds of pupils which are deposited with the Farmers' Trust Company of Carlisle, Pennsylvania, aggregated a total balance to the credit of said pupils at the close of business on February 12, 1914, of \$28,811.71. At the close of business on said date, the balance at said bank, as given to me, was \$30,421.28, the difference of \$1,609.57 being made up of outstanding checks which have been drawn against said individual Indian moneys and not yet cashed at said bank. A list of said outstanding checks is herewith enclosed for your information and marked "Exhibit U."

The individual Indian accounts are being handled in a proper manner by the Financial Clerk, Will H.Miller, whom I believe to be absolutely honest and competent, and who gives proper credits to the various students for all moneys turned over to him for deposit to their credit.

Likewise, they are given proper credits for accrued interest on their funds from the bank, and checks drawn against their accounts are properly charged.

'Some complaint has been made by various pupils to the effect that they have not been receiving interest on their moneys, and also that they had not received proper credits for moneys received, etc. I could not ascertain any foundation for such charges. It is true, however, that a good many checks and drafts for various pupils sent to them by their parents or guardians are made payable to Moses Friedman, the Superintendent, and do not have to be endorsed, so that such moneys might be improperly converted, although I could ascertain no such instances.

I learned that complaints of the pupils had been quite general that until quite recently they had not been provided with bank books to show their balances. There are between 600 and 700 accounts of pupils' individual moneys aggregating a total of about \$30,000. The bank probably does not feel justified in furnishing bank books showing monthly balances to each pupil on account of the large number of small accounts, and so for about a year last past the Financial Clerk has been furnishing the students with little books resembling bank books, showing their balances in a like manner to a bank. These little books have been printed for the Carlisle Indian School

and resemble a bank book in every way, except that they are simply statements of the Carlisle Indian School, showing the bank balance, rather than the bank, and these books and balances are kept and made up from the books and accounts of the Financial Clerk, showing each pupil's balance, and where it is understood by the pupils as not being the bank's statement and balance, it is not deemed satisfactory and still questioned by various of the pupils.

This furnishing of bank books to the students showing their deposits, checks drawn against the same and balances, is an aid to the pupils in learning to keep their accounts and a matter of just pride in being able to show a cash balance, and I believe it should be encouraged and that the bank having such accounts should be willing to furnish bank books showing balances of all pupils.

At the close of business on January 31, 1914, the balance chargeable to Moses Friedman, Superintendent and Special Disbursing Agent, was \$41,698.10, which was made up from the balance in the following funds:

Individual Indian Moneys \$27,551.09
Miscellaneous Receipts, Class 1 786.45
" " 4 5,054.24
Indian Moneys, Proceeds School Labor 363.20
Indian School Transportation in 1914 2,297.92
Indian School, Carlisle, Pa191362
Indian School, Carlisle, Pa., 1914 5,621.40
Purchase and Transportation of Indian
Supplies, 1914
Relieving distress and disease among
Indians, 1914 4.46
Total \$41.698.10

The above accounts do not embrace the athletic funds, the balance of which was \$25,640.08, on February 13, 1914, and which has now been turned over to O.H. Lipp, Supervisor in Charge.

The outing moneys earned by various pupils are received in the first instance by Clerk Mrs. Rosa B. LaFlesche and then turned over to the Financial Clerk, W. H. Miller, for deposit and credit to the various pupils.

I have found also that the Disciplinarian, Edward McKean had an account which was moneys obtained
by him for fines levied on various pupils for various
offenses by court martials. Since he has been at
said school as disciplinarian for about a year, he
has received \$58.49 as such fines and has disbursed \$42.27,
leaving a balance of \$16.22, which I suggested should
be turned over to the Acting Superintendent.

This account of the disciplinarian I enclose herewith for your information and mark "Exhibit V."

False accounts and vouchers presented by Moses
Friedman, Superintendent of the Carlisle Indian School
showing vouchers for which railroad transportation has
been charged to and paid by the Government, and also
showing that mileage was used which had been purchased
from the Cumberland Valley Railroad Company for Moses
Friedman, Superintendent, and paid for out of the athletic funds of said Carlisle Indian School by checks
drawn by Will H. Miller, Treasurer, and signed by him
and by Glenn S. Warner, President, in payment for said
mileage, giving the date of travel, between what points,
number of train, name of conductor, number of miles
used, number of mileage book, and showing receipted bills
of the Cumberland Valley Railroad Company for said mileage as paid for by the athletic association funds.

cash voucher #113, 3d qr., 1910, being traveling expenses of Moses Friedman in the sum of \$38.71, shows that March 3, 1910, he bought one ticket, Carlisle, Pennsylvania, to New York City and return, for which he paid the sum of \$8.93, as embraced in said bill. Said voucher shows that he returned from New York City to Carlisle, Pennsylvania, on March 5, 1910. On March 3, 1910, mileage book #125135 was used on train No. 4, C.V.R.R., McCleary, Conductor, between Carlisle and Harrisburg, Pennsylvania, for two passengers, 38 miles. The records in the Auditor's

office of the Pennsylvania Railroad Company show that on March 3, 1910, mileage book #125135 was used on train No. 64, W.D. Shubert, Harrisburg to Philadelphia, Pennsylvania, for two passengers, and that 196 miles of said numbered mileage was pulled out of said book, the beginning number of the pulling of said mileage is 805 and the closing number is 1,000, using up balance of said mileage book. Also, on said date, March 3, 1910, mileage book \$125300 was used on train No. 64, W.D. Shubert, between Harrisburg and Philadelphia, Pennsylvania, for two passengers, 12 miles, beginning with number 1 of said mileage and ending with number 12 out of said mileage book. On said date, March 3, 1910, said mileage, numbered 125300, was used on train No. 124, C. W. Parks, conductor, between Philadelphia and New York, for two passengers, and 180 miles, beginning with No. 13 and pulling to No. 192 of the mileage in said numbered book.

On March 5, 1910, mileage book #125300 was used on train No. 7, A.L. Prizer, conductor, between New York and Philadelphia for two passengers, 180 miles, beginning with No. 193 and closing with No. 372 miles in said mileage book. Again, mileage book #125300 was used March 5, 1910, on train No. 7, P.R.R., H. W. Harding, conductor, Philadelphia

to Harrisburg for two passengers, 208 miles, beginning with No. 373 and ending with No. 580 mileage in said book. On same date, March 5, 1910, mileage book #125300 was again used on the C.V.R.R., train No. 13, between Harrisburg and Carlisle, two passengers, 28 miles, Snodgrass, conductor.

These are the dates, March 3 and March 5, of travel by Superintendent Moses Friedman, between Carlisle, Pennsylvania, and New York City, and between New York City and Carlisle, Pennsylvania, as charged in said cash voucher 113, 3d qr., 1910.

Mileage book #125135 was issued to Moses Friedman, Superintendent, by the C.V.R.R. Co., February 19,
1910, and paid for on February 28, 1910, by the funds
of the Athletic Association of the Carlisle Indian School.
Mileage book #125300 was issued to Moses Friedman, Superintendent, on March 3, 1910, by the C.V. R.R. Co., and
paid for April 1, 1910, by the Treasurer and funds of
the Carlisle Athletic Association.

Said cash voucher #113, 3d qr., 1910, being for the traveling expenses of Moses Friedman, Superintendent, shows further that on March 17, he purchased one round trip ticket, Carlisle, Pennsylvania, to Washington, D.C.

\$7,18

for which he charges \$7.18. Said voucher shows that he went to Washington from Carlisle on March 17 and returned from Washington to Carlisle on March 18, 1910. The records from the Auditor's office of the C.V.R.R. Co. show that on March 17, 1910, mileage book \$125300 was used from Carlisle to Harrisburg, one passenger, 19 miles, conductor Lynn, and was again used on March 18 on train No. 11, Harrisburg to Carlisle, one passenger, 19 miles, conductor Wetzel.

The records in the Auditor's Office of the P.R.R.

Co. show that mileage book #125300 was used March 17, 1910,
on train No. 20, A.B. Whirley, conductor, between Harrisburg, Pa. and Baltimore, Md., one passenger, 84 miles, beginning pulling with No. 638 and ending with No. 721, and
said mileage book No. 125300 was again used on March 17,
1910, on Pennsylvania train No. 321, C.T. Sparks, conductor,
between Baltimore, Md. and Washington, D.C., for one passenger, 40 miles, beginning pulling mileage with No. 722,
and ending with No. 761.

On March 18, 1910, mileage book #125300, was used on train No. 320, P.R.R., J.W. Smith, conductor, between Washington, D.C. and Baltimore, Md., one passenger, 40 miles, beginning pulling mileage with No. 762 and ending

Again, on March 18, 1910, mileage book with No. 801. #125300 was used on Pennsylvania train No. 21, J.H. Milstead, conductor, between Baltimore, Md., and Harrisburg, Pa., for one passenger, 84 miles, beginning pulling mileage with No. 802 and ending with No. 855. On March 18, 1910, mileage book #125300 was again used on the C.V. R.R., on their train No. 11, between Harrisburg and Carlisle, one passenger, 19 miles, Wetzel, conductor. This checks out mileage used by Superintendent Moses Friedman on both of these round trips, Carlisle to New York City and return, and Carlisle to Washington and return, as embraced in voucher #113, 3d gr., 1910. mileage book #125300 was issued March 3, 1910, by the C.V.R.R. Co., at Carlisle, Pa., to Moses Friedman, Superintendent, and was paid for April 1, 1910, by Will H.Miller, Treasurer, from the funds of the Carlisle Athletic Association.

Cash voucher No. 118, 2d Qr., 1912, being for the traveling expenses of Moses Friedman, Superintendent, in the sum of \$19.73, shows that on October 23, 1911, said Superintendent Moses Friedman charged railroad fare to Washington, D.C., from Carlisle, Pa., \$3.59. The records in the Auditor's Office of the C.V. R.R. Co. show that on

3,59

October 23, 1911, mileage book #923285 was used on train
No. 8 between Carlisle and Harrisburg, Pa., one passenger,
19 miles, conductor Lŷnn.

The records of the Auditor's Office of the Pennsylvania R.R. show that on October 23, 1911, mileage book #923285 was used on Pennsylvania Train No. 8, J. B. Hunt, conductor, between Harrisburg, Pa. and Baltimore, Md., one passenger, 84 miles, beginning with No. 822 and ending with No. 905 of said mileage book.

Again, on October 23, 1911, said mileage book

No. 923285 was used on Pennsylvania Train No. 11, B.E. Dennis, conductor, from Baltimore, Md., to Washington, D.C.,
one passenger, 40 miles, beginning pulling mileage with

No. 906, and ending with No. 945, of said mileage book.

The records of the Auditor's Office of the Pennsylvania R.R. show that on October 25, 1911, mileage book #923285 was used on Pennsylvania Train No. 320, C. W. Hall, conductor, between Washington, D.C., and Baltimore, Md., one passenger, 40 miles pulled out of said mileage book, beginning with No. 946 and ending with No. 985. The Auditor's records of the Pennsylvania Railroad also show that said mileage book #923285 was used on Pennsylvania

Train No. 21, October 25, 1911, between Baltimore, Md., and Harrisburg, Pa., E.E. Miller, conductor, one passenger, and that the last 15 miles of said book was used, commencing with pulling No. 986 and ending with No.1000.

Also on said Pennsylvania Train No. 21, between Baltimore, Md. and Harrisburg, Pa., on October 25, 1911, E.E.Miller, conductor, mileage #923321 was used for one passenger, 69 miles, beginning with No. 1 and ending with No. 69 of mileage in said mileage book, making a total of 84 miles pulled by E.E. Miller, conductor, between Baltimore, Md., and Harrisburg, Pa., on Train #21, October 25, 1911, out of mileage books, Nos. 923285 and 923321.

The records of the Auditor's Office of the C.V. R.R. Co., show that mileage book No. 923321 was used on October 25, 1911, on their Train No.11, between Harrisburg and Carlisle, Pa., for one passenger, and that 19 miles were pulled out of said mileage book by Wetzel, conductor.

The records of the C.V. R.R. Co. at Carlisle, Pa., show that mileage book #923285 was delivered October 14, 1911, to Superintendent Moses Friedman, and that mileage book #923321 was delivered to Superintendent Moses Friedman October 23, 1911, and that both mileage books were paid

for by Will H. Miller, Treasurer, from the Carlisle Athletic Association moneys, by check No. 2720.

4

Cash voucher 117, 2d qr., 1912, for traveling expenses of Moses Friedman, Superintendent, in the sum of \$23.58, shows that he charged on September 18, 1911, rail-road fare, Carlisle, Pa., to Washington, D.C., \$3.59.

3.59

The records of the Auditor's Office of the C.V.

R.R. Co., show that on September 18, 1911, mileage book

#723670 was used on train No. 6 between Carlisle and Harrisburg, Pa., Kuhn, conductor, for two passengers, and
that 38 miles were pulled out of said mileage book.

The records of the Auditor's Office of the Pennsylvania Railroad show that on September 18, 1911, the same mileage book, #723670, was used on Pennsylvania

Train No. 2, between Harrisburg, Pa., and Baltimore, Md.,

J. B. Hunt, conductor, for two passengers, that the last

57 miles of said mileage book was pulled, from No. 944 to

No. 1000, inclusive. Also, on said trip between said

points, on said date and on said train No. 2, the same

conductor. J. B. Hunt, pulled mileage out of mileage book

#772763 for two passengers, 111 miles, beginning with

No. 474 and ending with No. 584 mileage of said book, making

a total of 168 miles pulled out of said two mileage books for said two passengers between Harrisburg and Baltimore.

The records of the Auditor's Office of the Pennsylvania Railroad further show that said mileage book #772763 was used September 18, 1911, on Pennsylvania Train No. 15, between Baltimore, Md., and Washington, D.C., L.W. Ragan, conductor, for two passengers, and that 80 miles was pulled out of said mileage book beginning with No. 585 and ending with No. 664.

Mileage book No. 723670 was delivered by the Agent of the C.V. R.R. Co. at Carlisle, Pa., May 18, 1911, to Superintendent Moses Friedman, and was paid for by Will H. Miller, Treasurer, Carlisle Athletic Association, by check No. 2591, and that mileage book #772763 was delivered by the Agent of the C.V. R.R. Co., Carlisle, Pa., July 31, 1911, to Superintendent Moses Friedman, and was paid for by Will H. Miller, Treasurer of the Carlisle Athletic Association, from such funds, by check No. 2627.

Cash voucher 142, 2d qr., 1913, for traveling expenses of Moses Friedman, Superintendent, in the sum of \$14.02, shows that November 23, 1912, he charged 143 miles mileage at two cents a mile to the Government, \$2.86,in going from Carlisle, Pa. to Washington, D.C., and on November

25, 1912, charged 143 miles at two cents a mile, \$2.86, returning from Washington, D.C. to Carlisle, Pa.

The records of the Auditor's Office of the Pennsylvania R.R. Co. show that on November 24, 1912, mileage book #269235 was used between Baltimore and Washington, W. B. Lynn, conductor, one passenger, 40 miles, and that mileage was pulled from No. 604 to No. 643. Said mileage #269235 at mile No. 604 shows the punch mark of conductor C. R. Miller, who runs on the main line of the Pennsylvania Railroad between Harrisburg and Baltimore, Md., showing that said mileage book had been used between said points, although the identical mileage pulled could not be located.

On November 25, 1912, mileage book #269235 was used on the Pennsylvania Railroad, Train No. 308, between Washington, D.C., and Baltimore, Md., H. G. Duvall, conductor, one passenger, and 40 miles was pulled out of said mileage book, beginning with No. 644 and ending with No. 683. Also, on same date, November 25, 1912, said mileage book #269235 was used on Pennsylvania Train No. 55, between Baltimore, Md., and Harrisburg, Pa., G. W. Rhodes, conductor, one passenger, and 84 miles was pulled out of said mileage book, beginning with No. 684 and ending with No. 767.

The records of the Auditor's Office of the C.V. R.R. Co. show that on November 25, 1912, mileage No. 269235 was used on their Train No. 13, between Harrisburg, Pa., and Carlisle, Pa., Snodgrass, conductor, and that 19 miles was pulled out of said numbered mileage book.

Mileage book No. 269235 was delivered by the Agent of the Cumberland Valley Railroad Company, Carlisle, Pa., on October 19, 1912, to Superintendent Moses Friedman, and was paid for by Will H. Miller, Treasurer, out of the Carlisle Athletic Association funds, by check No. 3127.

For your information in connection with these trips showing mileage used, the date, number of train, between what points, number of passengers, number of miles, conductor, etc., on both the Cumberland Valley Railroad and the Pennsylvania Railroad, I enclose herewith copies of the memoranda furnished by the officers of said railroad companies as taken from the Auditors' offices in the passenger department of said Cumberland Valley and Pennsylvania Railroads.

These papers I attach together and mark as one exhibit, being "Exhibit W," and invite your attention to

same.

List of mileage purchased from the Cumberland Valley Railroad Company, Carlisle, Pa., and paid for by Will H. Miller,
Treasurer, from the funds of the Carlisle Athletic Association
for Moses Friedman, Superintendent, viz:

```
Paid by
                                                    Check No.
Feb. 19,1910, 1 mileage book #125135, .....$20.00 - 1861
      3,1910, 1 mileage book #125300 ..... 20.00 - 1914
Nov. 23,1910, 1 mileage book #458567 ..... 20.00 - 2301
      3,1911, 1 mileage book #671831 ..... 20.00 - 2486
     13,1911, 1 mileage book #672628 ..... 20.00 - 2550
Apr.
May 18,1911, 1 mileage book #723670 ..... 20.00 - 2591
Jul. 31,1911, 1 mileage book #772763 ..... 20.00 - 2627
Oct. 14,1911, 1 mileage book #923285 ......
                                             20.00 - 2720
Oct. 24,1911, 1 mileage book #923321 ..... 20.00 - 2720
Nov. 10,1911, 1 mileage book #923732 ..... 20.00 - 2752
Nov. 24,1911, 1 mileage book
                                  ..... 20.00 - 2752
Dec. 14,1911, 1 mileage book
                                   ..... 20.00 - 2801
     9,1912, 1 mileage book
Mar.
                                  ..... 20.00 - 2909
    29,1912, 1 mileage book
May
                                   ..... 20.06 - 2991
July 3,1912, 1 mileage book
                                  ..... 20.00 - 3047
Aug. 30,1912, 1 mileage book
                                   ...... 20.00 - 3047
Sep. 12,1912, 1 mileage book
                                  ..... 20.00 - 3083
Sep. 21,1912, 1 mileage book
                                   ...... 20.00 - 3083
Oct. 12,1912, 1 mileage book
                                  ..... 20.00 - 3127
Oct. 19,1912, 1 mileage book #269235
                                  ..... 20.00 - 3127
    4,1913, 1 mileage book
Jan.
                                  ...... 20.00 - 3240
Jan. 23,1913, 1 mileage book
                                  ..... 20.00 - 3240
Feb. 6,1913, 1 mileage book #
                                  ..... 20.00 - 3275
Mar. 11,1913, 1 mileage book
                                   ...... 20.00 - 3293
    16,1913, 1 mileage book
May
                                  ..... 20.00 - 3378
June 26,1913, 1 mileage book
                                  ..... 20.00 - 3405
Oct. 24,1913, 1 mileage book
                                  ..... 20.00 - 3528
Oct. 29,1913, 1 mileage book
                                  ...... 20.00 - 3528
Nov. 14,1913, 1 mileage book
                                  ..... 20.00 - 3573
                           Total ..... $580.00
Jan. 21,1914, 1 mileage book for M.Friedman...
Feb. 12,1914, 2 mileage books for M.Friedman..
              (Nos. 497698 and 497699)
                           Total ..... $ 60.00
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Bills for the last three mileage books in the sum of \$60 were rendered by the C.V. R.R. Co. to Mr. Will H. Miller, Treasurer of the Athletic Association, for this mileage purchased by Moses Friedman. I took these bills from Mr. Miller and instructed him not to pay the same. Thereafter, Mr. Miller talked with Glenn S. Warner, Coach, about these bills, and the bill of George W. Shuler, Detective Agency, Harrisburg, Pa., which had been rendered in the sum of \$53.75, and which I had also taken, and said Warner unquestionably notified Moses Friedman that I had taken these railroad bills for mileage furnished him, and said Moses Friedman then notified the officers of the C.V. R.R. Co. at Carlisle, Pa., that he would pay for said mileage books personally. Then the officers of the C.V. R.R. Co. called me up over the telephone and requested the return of these bills, advising me that Moses Friedman would pay for the same.

Mr. W. A. Bender and Mr. Robert K. Wise, Agents of the C.V. R.R. Co., at Carlisle, Pennsylvania, who have been employed with said company at said point for many years past, both informed me that said Moses Friedman has never until now paid for any mileage or railroad transportation through their office.

I enclose herewith thirty-two bills as rendered by the Cumberland Valley Railroad Company for railroad mileage furnished to Superintendent Moses Friedman.

The first twenty-nine bills, aggregating mileage for Superintendent Friedman in the sum of \$580, have been paid for out of the athletic association funds for the Carlisle Indian School. The latter three bills have not been paid out of such funds for the reason as herein explained.

These thirty-two bills I attach together and mark as one exhibit, being "Exhibit X."

This Cumberland Valley Railroad mileage is interchangeable and good over the Pennsylvania Railroad, where
the same was used more extensively by Superintendent
Friedman than over the Cumberland Valley Railroad. His
wife often traveled with him, which accounts for the pulling of mileage for two passengers in the instances as set
forth.

I enclose the triplicate cash vouchers of Moses
Friedman, Superintendent, for his traveling expenses, as
follows:

Voucher No. 113 - 3d Qr., - 1910 Voucher No. 118 - 2d Qr., - 1912 Voucher No. 117 - 2d Qr., - 1912 Voucher No. 142 - 2d Qr., - 1913, as these vouchers show Government accounts filed and payments made for transportation, when he was using mileage that had been paid for out of the Carlisle Athletic Association funds, as above shown.

I also enclose triplicate of cash voucher No.148, 4th Quarter, 1910, of Moses Friedman, Superintendent, which shows that in addition to the payments made by the Government he charged and collected \$16.00 additional expenses from the athletic association for said trip, which was paid for by athletic association check No. 2001.

These five cash vouchers I attach together and mark as one exhibit, being "Exhibit Y."

The foregoing I consider absolute and conclusive proof establishing the fact that Superintendent Moses
Friedman has presented false accounts to the Government.

If I had been able to secure the numbers of other mileage books which are embraced in the \$580 worth paid for by said athletic association funds, as herein shown, for Superintendent Moses Friedman, I could unquestionably have checked up other trips showing wherein he had charged up railroad fare to the Government in his accounts and used said mileage.

I took from the athletic association bill book of said Carlise Indian School accounts rendered as follows:

Expenses	s of Mo	ses Fr	iedman	, Superintendent,	
				New York, and	\$22 00
WILLIO	onoro,	ound	22-20		422.00

Expenses to Washington, D.C., July 25-26,
Moses Friedman, in interest of school ... 17.00

which bills have been duly paid out of the athletic association funds.

These checks are shown in payments of said athletic association funds in "Exhibit I," to which attention is respectfully invited. These four bills I attach together and mark as one exhibit, being "Exhibit Z."

I enclose, also, bill of George W. Shuler, Detective Agency, Harrisburg, Pennsylvania, February 5, 1914, in the sum of \$53.75. This bill is rendered for services January 23 to February 1, 1914, - ten days at \$5.00 a day and expenses, and is said to be "For services rendered to discover illegal furnishing of liquor to Indians." My private

opinion is that this detective was employed by Superintendent Friedman to watch me after my arrival in Carlisle. Certain it is, he rendered no service and secured no evidence with relation to the furnishing of liquor to any Indians at Carlisle. Coach Warner said that he employed this detective under instructions of Superintendent Friedman.

Inasmuch as this Department has a fund of \$75,000 or \$100,000 per annum appropriated, and a large number of special liquor officers whose duty it is to suppress the furnishing of liquor to Indians, which fact was well known to Superintendent Friedman, I did not believe said bill to be a just and proper one, and I instructed the Secretary and Treasurer of the athletic funds, Will H. Miller, not to pay the same. I enclose said bill herewith for your information, and mark the same "Exhibit A-1."