

Jan. 29, 1841

Statement of the Case.

By the treaty of Mammee held in 1817, the Wyandots, one of the parties to the treaty had secured to them and their descendants, by reservation a tract of land twelve miles square. Then by the treaty of 1818 held at Saint Marys an additional reservation was granted the Wyandots, of fifty five thousand acres, a part of which has been subsequently ceded to the United States, but still holding in Ohio the original twelve miles square besides twenty five sections of the additional reservation already mentioned, and a perpetual annuity of Six thousand nine hundred Dollars. Many of these Wyandots have since died, and died insolvent, leaving debts unpaid and leaving no property out of which their executors or Administrators could pay them. After their demise they cease to be recipients of their individual proportion of the annuity, and then ^{creditors} have to suffer very often from losing, notwithstanding they leave a land estate and an annuity upon the basis of which the principal part of these debts were contracted.

Question here presents itself. Does the death of a recipient of an annuity debar his creditors of the benefit of this annuity when it was known that this was pledged to payment of his debts? The estate cannot be truly insolvent only so far as chattel property is concerned.

Cannot the

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Cannot the land ^{of the} annuity be in some way
reached so as to be applied to the payment of the
debts? The annuity after death reverts to the nation,
and the land estate also.

Ought not the nation, under such circumstances, to pay
these debts, or make some provision to pay these debts
— Such are debts as have been contracted since these
treaties have been concluded.

Some of the Indian tribes
make it a standing rule to pay all such debts out
their national fund. Under such circumstances what
can or ought to be done to remedy the evil.

The nation itself feels this and is conscious of the
wrong, but know not what steps to take to obviate
the difficulty.

Gen Walker

on behalf

T. W. & J. Walker

Upper Sandusky, O.
Jan 29th 1841

Jan 29, 1841

Statement of the Case.

By the treaty of Maastricht held in 1764, the Wyandotts, one of the parties to the treaty had secured to them ^{and their descendants} by reservation a tract of land twelve miles square. Then by the treaty of 1795 held at Saint Marys an additional reservation was granted the Wyandotts, of fifty five thousand acres, a part of which has been subsequently ceded to the United States, but still holding in Ohio the original twelve mile square besides twenty four sections, of the additional reservation already mentioned, and a perpetual annuity of Five thousand nine hundred Dollars.

Many of these Wyandotts have since died, and died insolvent, leaving debts unpaid and leaving ^{no} property out of which their Executors or Administrators could pay them. After their demise they cease to be recipients of their individual proportion of the annuity, and the creditors have to suffer very often, severe losses, notwithstanding they leave a land estate and an annuity upon the credit of which the principal part of these debts were contracted.

A question here presents itself. Does the death of a recipient of an annuity, debar his creditors of the benefit of this annuity when it was known that this was pledged to the payment of his debt? Cannot the ^{land} estate, the annuity be in some way reached so as to be applied to the payment of the debt? The State cannot be truly called insolvent only so far as chattel property is concerned. The annuity after death accrues to the nation; and

is with the land which and which we have held in our
mind however. Ought not to action, under the circumstances,
to pay these debts, or make some provision for paying these debts
— such are meant as have been contracted since these tribes
have been excluded.

Some of the Indian tribes make it
a standing rule to pay all such debts out of their national
fund. — Under such circumstances what can be ought to be
done to remedy this evil. The nation itself feels sure and
is conscious of the wrong, but know not what steps to
take to abate the difficulty.

On behalf of the creditors

Upper Louisiana
Jan 29 1851

Wm. H. Walter

Sharon
Green & Sons
1844