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11-15-1833

## Petition of George Sibley to the Senate and House of Representatives of the United States, November 15, 1833

George Champlin Sibley

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To the Honourable The Senate & House of Representative of the United States.

The Petition of George C. Sibley of Linden Wood Missouri, respectfully represents,

That your petitioner as the Security of Paul Baillio & co. did in the years of 1823 & 1824 become liable to the United States in the Sum of \$14,383.76/00 – That he has subsequently at different times paid of that sum \$12,387.17/100 – and that he is still held liable for \$1996.3/100, besides the interest that has accrued, up to the present time.

Your petitioner being unable to discharge the balance of this Debt by the payment of money which he cannot raise without ruinous Sacrifices of his property, and being very anxious [anxious] to discharge it, offers to make payment in Lands at a fair valuation – And with the view of effecting that object, he now Solicits of your honorable bodies to pass an Act to authorize the Secretary of Treasury to comprise and Settle with your Petitioner in such manner as he may consider most just and equitable, and most for the interests of the United States.

For further particulars as to the nature, origin and circumstances of his obligation, and the grounds upon which he asks this favour, your petitioner begs leave to refer to statements of correspondence, hereunto subjoined.

And your petitioner as in duty bound, will ever pray &c.

George C. Sibley

Linden Wood near St. Charles Missouri, Novemr. 15<sup>th</sup>, 1833

Note- this petition (under date 15 decr. 1832) was presented to the Senate at the last session – But was not definitely acted on.

George C. Sibley of Missouri, as surety for Baillio & Co.

In account with The United States.

Note – On the 1<sup>st</sup> of Oct. 1822 Sibley made himself liable by his endorsements for Paul Baillio & Co. to pay the U.S. \$4782.16/100 on the 4<sup>th</sup> of June 1823, and on the 28<sup>th</sup> Novemr. 1822, he in like manner became liable for the payment of \$9601.66/100- on the 30<sup>th</sup> May 1824 This debt was contracted by P: Baillio & Co. by the purchase of the remaining Stock of Goods & at the U. States Indian Factory at Fort Osage on the Missouri. Sibley then having confidence in Baillio & Boggs, was prevailed on by Blunt (the Agent who sold the Goods) to endorse for them – Baillio & Boggs having failed the payment of the whole is demanded of Sibley the Security. The following Statement exhibits the true Situation of the acct. between the U.S. & G. C. Sibley up to the 1<sup>st</sup> of June 1832.

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On the 4 <sup>th</sup> of June 1823, there became due	\$4782.16
From which deduct the sum due to G.C.S. from the U.S.	
On Settlement of his public accts. In Novmr. 1822	3063.19
Amount due to the U. States 4 <sup>th</sup> June 1823	\$1718.97
On the 30 <sup>th</sup> of May 1824 the other Bill became due	9601.60

Add Interest & Costs as charged up to 4 <sup>th</sup> March 1825	621.02
Amount due to the U. States on the 4 <sup>th</sup> of March 1825	\$11941.59
Interest to 10 <sup>th</sup> October 1825	427.90
Principal & Interest to 10 <sup>th</sup> October 1825	\$12369.49
On 10 <sup>th</sup> October 1825 Paid E. Bates Esqr. U.S. Attorney	500.00
Amount due on 10 <sup>th</sup> October 1825	\$11869.49
Interest to 1 <sup>st</sup> November 1826	751.73
Principal and Interest due 1 <sup>st</sup> Novemr. 1826	\$12621.22
On 1 <sup>st</sup> Novemr. 1826, Paid E. Bates Esqr. U.S. Attorney	1343.98
Amount due to the U.S. 1 <sup>st</sup> Novmr 1826	\$11277.24
Amount due the U.S. 1 <sup>st</sup> Novr. 1826- Interest to 17 <sup>th</sup> August 1827	558.26
Principal and Interest to 27 <sup>th</sup> August 1827	\$118 35.50
On 27 <sup>th</sup> August 1827, Paid to E. Bates Esqr. U.S. Atty	600.00
Amount due on August 27 <sup>th</sup> 1827	\$11235.50
Interest to 1 <sup>st</sup> March 1828	342.70
Principal and Interest to 1 <sup>st</sup> March 1828	\$11578.20
On March 1 <sup>st</sup> 1828 Paid Beverly Allen Esqr. U.S. atty	6880.00
Amount due on the 1 <sup>st</sup> March 1828	\$4698.20
Interest on this last sum up to 1 <sup>st</sup> June 1832	1198.04
Amount due the U.S. on the 1 <sup>st</sup> of June 1832	\$5896.24

It appears from this statement that the original amount of the Debt for which Sibley became liable by default of P. Baillio & Co. was

14383.76	
Ant that of that sum Sibley has paid	12387.17
Leaving the Balance (not counting Interest)	\$1996.24
The balance, including Interest up to this day is	\$5896.24

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Blunt, the Agent, would have sold the Goods to Baillio & Boggs, even if Sibley had decined [declined] to be their security. In which case, not one Dollar would ever have been collected. Sibley has paid \$12,387-17/100 of it, which is to him a very nearly total loss. Until lately there appeared some prospect of recovering from Baillio & Boggs a small part of the debt (about \$2400.), but that prospect is now entirely hopeless; every effort to Secure it, has only resulted in vexation and expense, and it is not at all probably that any further attempts will be made; So that there is now no other dependence, than on the

remaining resources of Sibley; of which, he is now ready to surrender, as in full acquittance of the balance still held against him (as above stated) the greater and most valuable portion to wit – a tract of Land in Jackson County, Missouri, containing 640 acres – it being part of the fractional sections 34 and 35 in Township No. 51 North, and Range No. 30 West of the 5<sup>th</sup> Principal Meridian; and embracing the late residence of the Missouri, formerly Fort Osage. The probably value of this Land is about \$9000, as may very fairly be inferred from the letters (herewith presented) of Genl. H. Leavenworth of the U.S. Army & William Russell Esqr. Of St. Louis; both of whom are well known at Washington, are well acquainted with the Land, and are undoubtedly competent Judges of its value. The land here offered at so great Sacrifice, is all the unencumbered property that Sibley possesses; he has no money or income, more than is barely sufficient for the maintenance of his family in the plainest manner, on a small Farm in Missouri – what he now tenders the Government, he believes to say the least, is worth \$12,00 tho; he is sensible that under present circumstances, it could not be sold for cash, for more than four or five Dollars and acre. But it certainly is fully and fairly worth to the Government the Balance of this Debt and Costs. On this point Sibley refers to the evidence of the two letters above alluded to. And considering all the circumstances of this case, he believes it to be his duty to himself and family, and all concerned, to ask of the competent authority, to order the property above designated, to be received in discharge of the Debt and Interest as herein Stated.

#### G. C. Sibley

Memo. – I was employed by the Government as Agent of Indian Trade on the Missouri, from October 1808, to Novemr. 1822 (fourteen years) during which time, I conducted entirely on Public account, a very large establishment, requiring expensive Buildings, the aid of Assistants, clerks, Interpreters, and labourers, & necessarily Buildings, the aid expense for contingencies innumerable. On closing this this establishment, and settling all its accounts (in Novr. 1822) it appears from the Books (Journal B. Page 100) that there was a Net Profit to the U. States of \$25,544/64-100 after paying all expenses, together with my own salary and subsistence as allowed by Law – This is exclusive of the profits arising from the Sale of the immense quantities of furs and Peltries taken in at the establishment – what that profit was I have no means of ascertaining exactly, but I am Sure it cannot be less than \$18,000 after deducting all expenses of transportation, commissions, losses &c. At any rate, I may say very safely, that the whole Net gain of the Osage Trading Houses, is not less than \$43,000. Previously to, and since Novemr. 1822, I held other Offices under the government, to wit – Assist. Agent of Indian Trade – Asst. Agent of Indian Affairs on the Missouri – Commissioner to treat with Indns. And to Survey and mark out a Road from Missouri to New Mexico, and Post Masten – the whole amount received or claimed by me as a compensation for Services & remuneration for contingent expenses, in these last named employments, does not exceed \$12,000, which Sum being deducted from the \$43,000 that the U. States have actually realized in Cash from my labours (to say nothing of any other value that may have been set on them) leaves the handsome Sum of \$31,00 clear gain.

Thus it appears that after Spending more than twenty years of the prime of my life in very arduous & perilous employments on the Western Frontiers, I have not only never in any way whatever, cost the U. States even as much as One Dollar, but have actually put into their not less than \$31,000, and I may very properly add, that by my interposition I have saved to the U. States \$12,387-17/100 that must have otherwise been lost, by the default and failure of Paul Baillio & Co.

The above allegations are all sustained by proofs on records in the Treasury Department at Washington – They are here set forth as reasonable grounds for asking the Government the small favour to receive my Lands at a fair valuation, in discharge of the Balance that is still held against me by the U. States (more than two thirds of which is for interest) as surety for P. Baillio & Co.

Washington June 1<sup>st</sup>, 1832

G. C. Sibley

Addressed to Virgil Maxcy, Esqr. Solicitor of the Treasury.

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Washington June 12<sup>th</sup>, 1832

To V. Maxcy Esquire

Solicitor of the Treasury

Sir.

Referring to my communication dated the 1<sup>st</sup> inst. In relation to my securityship for Paul Baillio & Co., I have now to ask a few moments of your time to the Same subject: My request to be allowed to pay the Balance of this obligation in certain Lands at a fair valuation, you inform me cannot be acceded to, because there is no Law that in the opinion of the Department authorises such compliance.

I understand it to be your opinion however, that the case I have presented is such as one, as would very well justify the acceptance of my proposition, and that it would be accepted, if there existed any law to Sanction the receipt of Lands in payment of Debts due to the United States. I propose therefore, to make application to Congress for an Act, to authorize the Secretary of the Treasury to compromise and settle with G. C. Sibley as Security of Baillio & Co. in such manner as he may consider most just and equitable, and most for the benefit of the United States, expecting that under the Sanction of Such an Act of Congress, my proposal, above referred to, will be favorably considered, and that a final Settlement will [document ends]