

PRE-EMPTORS ON HOME RESERVATION OF THE WINNEBAGO
INDIANS.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

SUBMITTING

*Report for relief of pre-emptors on the home reservation of the Winnebagoes,
with his award of the amounts to be paid to the claimants, respectively.*

MARCH 9, 1864.—Referred to the Committee of Ways and Means and ordered to be printed.

DEPARTMENT OF THE INTERIOR,

Washington, March 8, 1864.

SIR: In obedience to the requirements of the second section of the act of Congress approved July 14, 1862, entitled "An act for the relief of pre-emptors on the home reservation of the Winnebagoes in the Blue Earth region, in the State of Minnesota," I have the honor to transmit a schedule of the claims that have been presented under said law, and my awards of amounts that should be paid to several of the claimants, respectively, on account of the loss of their improvements by reason of the appropriation of their settlements for the Indian reservation.

The report of the register and receiver at St. Peter, dated January 2, 1863, and accompanying docket, and the testimony in all the cases, are likewise transmitted, as the law requires.

Copies of three letters of the Commissioner of Indian Affairs, stating the payments that have been made heretofore for improvements upon the same tracts of land, will also be found among the papers.

The claims are now respectively submitted for the final action of Congress.

I am, sir, very respectfully, your obedient servant,

J. P. USHER, *Secretary.*

Hon. SCHUYLER COLFAX,

Speaker of the House of Representatives.

WINNEBAGO RESERVATION.

Exhibit of claims, and proof in support thereof, presented under the act of Congress

No.	Names of claimants and number of witnesses.	Description.	Date of commencing.	Date of expulsion.
1	Noble G. Root: affidavits of claimant and two witnesses. Received from Indian agent Oct. 21, 1856. Balance.....	NW. $\frac{1}{4}$ of SE. $\frac{1}{4}$, and S. $\frac{1}{4}$ of SE. $\frac{1}{4}$, sec. 9, and SW. $\frac{1}{4}$ of SW. $\frac{1}{4}$ of sec. 10.—(Tp. 106, R. 27.)	Fall of 1854....	Spring of 1856.
2	Truman F. Andrus: affidavits of claimant and five witnesses.	NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$ and S. $\frac{1}{4}$, NE. $\frac{1}{4}$, sec. 11, and SW. $\frac{1}{4}$ of NW. $\frac{1}{4}$, sec. 12.—(Tp. 107, R. 27.)	August, 1854....	April, 1857....
3	Basil Moreland: affidavits of claimant and three witnesses.	SE. $\frac{1}{4}$ of NW. $\frac{1}{4}$, and NE. $\frac{1}{4}$ of SW. $\frac{1}{4}$, and W. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of sec. 7.—(Tp. 107, R. 27.)	March, 1854....	March, 1856; regained possession fall of '61.
4	Isaac Andrus: affidavits of claimant and five witnesses.	SE. $\frac{1}{4}$ of SW. $\frac{1}{4}$, and S. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of sec. 11, and SW. $\frac{1}{4}$ of SW. $\frac{1}{4}$, sec. 12.—(Tp. 107, R. 27.)	August, 1854....	April, 1857....
5	John Jones: affidavits of claimant and two witnesses.	W. $\frac{1}{4}$ of NW. $\frac{1}{4}$, and NE. $\frac{1}{4}$ of NW. $\frac{1}{4}$, and NW. $\frac{1}{4}$ of SW. $\frac{1}{4}$ of sec. 31.—(Tp. 108, R. 27.)	August, 1854....	Was never ejected.
6	Frank Obale: affidavits of claimant and two witnesses. Received from Indian agent, June 12, 1856. Balance.....	NE. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of sec. 34, and N. $\frac{1}{4}$ and SW. $\frac{1}{4}$ of NW. $\frac{1}{4}$, sec. 35.—(Tp. 106, R. 29.)	Winter of 1854, 1855.	April, 1856....
7	Williston K. Greenwood: affidavits of claimant and two witnesses. Received from Indian agent, May 5, 1857.. Balance.....	SW. $\frac{1}{4}$ of NW. $\frac{1}{4}$, and W. $\frac{1}{4}$, and SE. $\frac{1}{4}$ of SW. $\frac{1}{4}$ of sec. 7.—(Tp. 107, R. 27.)	August, 1854....	May, 1856....
8	David B. Bakus, administrator: affidavits of claimant and two witnesses.	NW. $\frac{1}{4}$ of sec. 33.—(Tp. 107, R. 27.)	April 10, 1855..	August, 1855....
9	William P. Coffin: no affidavits, (claimant absent;) three witnesses.	NE. $\frac{1}{4}$, sec. 5.—(Tp. 107, R. 27.)	March, 1855....	Spring of 1856..
10	George W. Cummins: affidavits of claimant and two witnesses.	SE. $\frac{1}{4}$ of SW. $\frac{1}{4}$ of sec. 6, and NE. $\frac{1}{4}$ of NW. $\frac{1}{4}$, and W. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of sec. 7.—(Tp. 107, R. 27.)	June, 1854....	June, 1855....
11	Joel Cloud, (now a soldier in the 24th Indiana volunteers:) three witnesses.	SE. $\frac{1}{4}$ of sec. 5.—(Tp. 107, R. 27.)	March, 1855....	Spring of 1856..
12	Oliver J. Rae, (private in 1st Minnesota volunteers:) two witnesses.	SE. $\frac{1}{4}$ of NE. $\frac{1}{4}$, and E. $\frac{1}{4}$, SE. $\frac{1}{4}$, sec. 7, and SW. $\frac{1}{4}$ of SW. $\frac{1}{4}$ of sec. 8.—(Tp. 107.)	April, 1854....	May, 1856....
13	John N. Dodgson, (absent—supposed to have been killed in the Indian war:) three witnesses.	SE. $\frac{1}{4}$ of sec. 28.—(Tp. 107, R. 27 W.)	April, 1854....	Spring of 1855..
14	Marshall T. Comstock: affidavits of claimant and two witnesses, (see Note 2.)	SW. $\frac{1}{4}$, sec. 34.—(Tp. 108 N., R. 26 W.)	July 9, 1853....	October 20, 1855.
15	James McMurtrie, (temporarily absent:) no affidavits; two witnesses.	NW. $\frac{1}{4}$ of sec. 34.—(Tp. 108 N., R. 26 W.)	July, 1853....	October, 1855..

(approved July 14, 1862) for the relief of pre-emptors on the Winnebago reservation, &c.

Size of house.	Labor and time expended.	Extent, cost, and value of other improvements.	Ag. val. of improvements.
14 feet square, and additions, 10 by 12 feet.	Four months.....	Cleared 7 acres; a garden; a spring-house; sheds; fenced 50 acres; ploughed 22; 5,000 rails made, \$40 per M.	\$452 00
			275 00
			177 00
12 by 16 feet; one story...	Spent 2 years and 8 months on the land.	1 stable, 15 by 24 feet; 2 acres cleared and 40 under fence.	1,333 00
18 by 20 feet.....		Fenced 40 acres; broke and cultivated 20 acres; no value affixed to improvements; claims damages for being dispossessed five years.	
16 by 28 feet.....	Spent 2 years and 8 months on the land; hired a man 4 months.	Granary, cribs, and other out-houses; broke 30 acres; fenced 40 acres; planted trees and shrubbery.	2,000 00
Hewed log-house, 15 by 20 feet and 15 feet high, with wide porch.	Three months in building house.	Broke and fenced 10 acres; built granary, 16 by 20 feet; log stable and sheds; spent 250 days' work upon the land.	422 50
Log-house, 16 by 18 feet, and 16 feet high.	Ninety days' labor and \$500 in money.	Cleared, broke, and fenced 2 acres.....	265 00
			85 00
			180 00
Hewed log-house, 16 by 20 feet and 20 feet high.	Six months' labor and \$40 cash on buildings.	Log stable, 14 by 20 feet; corn crib; fenced 40 acres and cultivated 16 acres.	611 50
			336 10
			275 40
Timber for a house, 16 feet square; logs put up 10 rounds.	2 months.....	Cut rail timber.....	100 00
16 by 18 feet; 16 feet high; hewed logs.	Three months on building.	Log stable; sheds; fenced and broke 5 acres.	346 00
Hewed log-house, 16 by 20 feet and 18 feet high.	Fifty days.....	Broke 1 acre and fenced 100 acres.....	187 00
Log-house, 14 by 16 feet...	Two months on house.	Cleared and fenced yard and garden; built a shed; broke 5 acres of prairie.	328 00
Hewed log-house, 16 by 18 feet.	Value of house, \$176.	Fenced and broke one-half acre.....	176 00
Cut logs for house 16 feet square; put up 10 rounds.		Cut some rails.....	100 00
House, 22 by 18 feet, and 1½ story high; value, \$250.		Log stable, 20 by 16 feet; valued at \$40.	
House, 12 feet square; worth \$60.		Cleared 1½ acre.....	70 00

WINNEBAGO RESERVATION.

Exhibit of claims, and proof in support thereof, for the relief of

No.	Names of claimants and number of witnesses.	Description.	Date of commencing.	Date of expulsion.
14 15	Comstock & McMurtrie: affidavits of claimants and two witnesses, (see Not. 2.)	Improvements of W $\frac{1}{2}$, sec. 34.	1854.....	1855.....
16	Ansen W. Callen's assignee: affidavits of assignee, L. Bronson, and one witness. Received from the Indian agent, June 16, 1860, on a power of attorney from A. W. Callen, dated November 20, 1855	W. $\frac{1}{2}$ of SE. $\frac{1}{2}$ of sec. 20, and lots 1 and 2 of sec. 19.—(Tp. 107, R. 25.)	November, 1854	October, 1855 ..
	Balance.....			
17	Cornelius Van Nice: affidavits of claimant and two witnesses. Received from Indian agent, Oct. 29, 1856.	N. $\frac{1}{2}$ of NE. $\frac{1}{2}$, and NE. $\frac{1}{2}$ of NW. $\frac{1}{2}$ of sec. 21, and NW. $\frac{1}{2}$ of NW. $\frac{1}{2}$, sec. 22.—(Tp. 107, R. 27 W.)	October 10, 1854	May 8, 1856....
	Balance.....			
18	Francis Veigh: affidavits of claimant and two witnesses.	NE. $\frac{1}{2}$ of sec. 35.—(Tp. 108, R. 27.)	April, 1855.....	Spring of 1856..
19	Charles Mansfield, (claimant in 1st Minnesota regiment); three witnesses. Received from Indian agent, May 6, 1857, and November 29, 1855	W. $\frac{1}{2}$ of SW. $\frac{1}{2}$ of sec. 20, and lots 1 and 2, sec. 19.—(Tp. 107, R. 25.)	Spring of 1855..	Fall of 1856....
	Balance.....			
20	Barnabas W. Simmons: affidavits of claimant and one witness.	SE. $\frac{1}{2}$ of NE. $\frac{1}{2}$, and W. $\frac{1}{2}$ and NE. $\frac{1}{2}$ of SE. $\frac{1}{2}$, sec. 33.—(Tp. 106, R. 27.)	Oct. 11, 1854...	May 5, 1856....

RECAPITULATION.

No.	Names of claimants.	Amount.
1	Noble G. Roof.....	\$177 00
2	Truman F. Andrus.....	1,333 00
3	Basil Moreland.....
4	Isaac Andrus.....	2,000 00
5	John Jones.....	422 50
6	Frank Obale.....	180 00
7	Williston K. Greenwood.....	275 40
8	David B. Bakus, administrator.....	100 00
9	William P. Coffin.....	346 00
10	George W. Cummins.....	187 00
11	Joel Cloud.....	328 00
12	Oliver J. Rae.....	176 00
13	John N. Dodgson.....	100 00
14	Marshall T. Comstock.....
15	James McMurtrie.....	70 00
14 and 15	} Comstock & McMurtrie.....
16	Ansen W. Callen's assignee.....	390 94
17	Cornelius Van Nice.....	372 60
18	Francis Veigh.....	200 00
19	Charles Mansfield.....	29 32
20	Barnabas W. Simmons.....	615 00
	Total.....	7,302 06

pre-emptors on the Winnebago reservation, &c.—Continued.

Size of house.	Labor and time expended.	Extent, cost, and value of other improvements.	Ag. val. of improvements.
Mill erected in 1854 in partnership.	Valued at \$3,000 by one witness.		
Log dwelling, 18 by 29 feet; 1½ story.	Worth \$150.	Thirty acres ploughed, fenced, and cultivated in 1855; stable 18 by 24 feet.	\$655 00
			264 76
			390 24
Hewed log-house, 16 by 16 feet; addition, 11 by 16 feet, and porch; value, \$250.		Stable cost \$50; ploughed 11½ acres, \$80; made 4,500 rails, estimated at \$180.	560 00
			187 40
			372 60
Hewed log-house, 16 by 14 feet.	House, valued at \$50.	Cleared 3 acres; put up 1,000 rails; built a stable.	200 00
House, 12 by 14 feet; valued at \$45.		Broke 20 acres, \$200; fencing, \$100.	345 00
			315 68
			29 32
House, 12 by 14 feet; one story, with an addition.	Buildings valued at \$150.	Granary and stable, \$55; 30 acres broken, \$210; 4,000 rails in fence, \$200.	615 00

NOTE 1.—The description of receipts given to the Indian agents is not reported.

NOTE 2.—The proof of the value of the mill is inadequate, resting on an estimate made by a single disinterested witness, Minard T. Mills. Claimant Comstock in his affidavit states that it cost \$3,800. The proof of ownership may be considered as defective, likewise. A mill, valued at \$2,000, and house and fencing, at \$340, situated on the SW. ¼ of sec. 34, (Tp. 108, R. 26,) were purchased for the Indians, December 3, 1855, of George Van Brunt & Co. The papers indicate that there was but one mill in that locality. Who owned that mill? The evidence is insufficient to sustain an award of damages in favor of Comstock & McMurtrie. All the improvements of No. 14 appear to have been fully paid for by the Indian agent, with the mill, December 3, 1855.

NOTE 3.—In cases of claims Nos. 9, 11, 12, 15, 16, and 19, the claimant did not file the affidavit required by law, which fact is explained in each case on the docket of the register and receiver. The claims are not for large sums, and appearing in equity to be on an equality with the others, they have for that reason been included in the schedule.

DEPARTMENT OF THE INTERIOR, March 8, 1864.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, October 14, 1863.

SIR: Referring to your communication of the 8th instant in relation to the schedule of improvements on the Winnebago reservation, that accompanied letter from this office of the 10th of August last, in which you state that it becomes necessary to know, before submitting to Congress a report thereon, the dates and amounts of any payments made through this office, or its agents, to any of the twenty individuals whose names are scheduled, as compensation for improvements made by them on said reservation before the removal of the Indians to it in the years 1855 and 1856, I have the honor to report, that on examination of the agent's accounts for that agency the following persons have been paid, viz: Cornelius Van Nice, October 29, 1856, \$187 40; Noble S. Root, October 21, 1856, \$275; Franklin Obelin, June 12, 1856, \$85; W. K. Greenwood, May 5, 1857, \$336 10, and Charles Mansfield, May 6, 1857, \$26.

Very respectfully, your obedient servant,

WM. P. DOLE, *Commissioner.*

Hon. J. P. USHER,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, October 20, 1863.

SIR: Referring to my report of the 14th instant in relation to the schedule of improvements on the Winnebago reservation, together with the dates and amounts of payment, I have the honor to report in addition the claim of A. W. Cullen for \$264 76, paid, as per power of attorney, to L. Branson, June 16, 1860.

Very respectfully, your obedient servant,

W. P. DOLE, *Commissioner.*

Hon. J. P. USHER,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, October 30, 1863.

SIR: Referring to report of the 14th instant from this office, in relation to improvements on the Winnebago reservation, together with dates and amounts of payments, I have the honor to report in addition the following, as found on file, with the accounts of Agent Fletcher, in the office of the Second Auditor, viz: George Van Brunt & Co., for improvements on the southwest quarter of section 34, in township 108 north, of range 26 west: one saw-mill, \$2,000; one house, \$300; two and a half acres of land and fencing, \$40.

Paid, December 3, 1855, Charles Mansfield for improvements on the north-east quarter of section 31, township 107, range 25 west: fourteen and a half acres ploughed, at \$5, \$72 50; 1,906 rails in fence, at \$30 per thousand, \$57 18; one log house, \$10; for crop on nine and a half acres of land, \$150.

Paid November 29, 1855.

Very respectfully, your obedient servant,

CHARLES E. MIX,
Acting Commissioner.

Hon. J. P. USHER,
Secretary of the Interior.

LAND OFFICE, ST. PETER, MIN., *January 2, 1863.*

DEAR SIR: I herewith transmit all the testimony produced on cases No. 1 to 20, inclusive, "For the relief of pre-emptors on the home reservation of the Winnebagoes in the Blue Earth region, in the State of Minnesota," approved by act of Congress July 14, 1862, with docket, as required by your letter of instructions of September 4, 1862.

Very respectfully, your obedient servant,

ABNER TIBBETTS, *Register.*

COMMISSIONER GENERAL LAND OFFICE,
Washington, D. C.

LAND OFFICE, ST. PETER, MIN., *June 16, 1863.*

DEAR SIR: We hereby certify that the following named persons, whose testimony was forwarded to the General Land Office in my report under date of 2d January last, as corroborating witnesses, are persons of respectability, viz:

Isaac Andrus, Thomas F. Andrus, P. R. Johnson, B. Y. Coffin, Edwin Howe, S. S. Higgins, George Maxfield, Robert Wardlow, William Jones, Griffith Jones, Clemens Krow, Franz Veigle, Charles A. Gilchrist, Geo. W. Lambertson, Albert G. Rood, W. K. Greenwood, Basel Moreland, Minard Mills, M. T. Comstock, S. F. Barney, Lewis Branson, B. W. Simmons, Horace M. De Wolf, George Hoffman, Frank Obale, O. O. Pitcher, C. Van Nice.

Referring to your letter of Jan. 6, 1863, we remain your obedient servants:

ABNER TIBBETTS, *Register.*

JOHN KERN, *Receiver.*

COMMISSIONER GENERAL LAND OFFICE,
Washington City, D. C.

Docket of claims adjudicated by the register and receiver of the land office at Saint Peter, Minnesota, under the act of Congress entitled, "An act for the relief of pre-emptors on the home reservation of the Winnebagoes, in the Blue Earth region, in the State of Minnesota," approved July 14, 1862, and the instructions of the commissioners of the General Land Office, in relation to the proceedings to be had under said act, under date of September 4, 1862.

No. 1.

NOBLE G. ROOT.—Filed on the northwest quarter of the southeast quarter and the south half of the southeast quarter of section No. 9, and the southwest quarter of the southwest quarter of section No. 10, in township No. 106 north, of range No. 27 west, in the Saint Peter land district, Minnesota, December 29, 1862.

The proof in this case, as shown by the affidavits of the claimant and his witnesses, Isaac Andrus and Truman F. Andrus, is that the claimant settled on this land, as a pre-emptor, in the month of December, 1854; that he built a dwelling-house and some out-buildings; made 5,000 rails; enclosed 50 acres with a fence, and broke up and put into cultivation about 22 acres of the land, the cost and value of which was \$452; that the claimant was expelled from the land in March, 1855; that the rent of the land and improvements since that time is worth \$590; that the claimant has always intended and has always declared his intention to return if allowed to do so. The improvements on the land are shown to be destroyed. The affidavit of claimant shows that he was poor, and all he

was worth was expended in settling and making improvements on the land, and he was forced, on account of necessities of his family, to accept \$175 from the Indian agent. The witnesses also show the necessities of the claimant at the time. The affidavit of the claimant also shows that he does not know the contents or the purport of the receipt or voucher given by him to the Indian agent, but that he had to sign such receipt or voucher as the agent chose to take, and supposes a duplicate is on file in the Indian department at Washington. A good right of pre-emption shown.

We therefore award to the said Noble G. Root the right to pre-empt the land, and the sum of \$876 for his damages.

No. 2.

TRUMAN F. ANDRUS.—Filed on the northeast quarter of southeast quarter and south half of northeast quarter of section No. 11, and southwest quarter of northwest quarter of section No. 12, in township No. 107 north, of range No. 27 west, in the Saint Peter land district, Minnesota, on the 29th day of December, A. D. 1862.

The proof in this case, as shown by the affidavit of the claimant and by the affidavits of his witnesses, P. K. Johnson, esq., Isaac Andrus, William P. Andrus, B. Y. Coffin, and Edwin Cloud, is: That the claimant settled on the land in August, A. D. 1854, and built a dwelling-house, stable, &c.; cleared and put under cultivation about two acres, and fenced about 40 acres of the land; that he and his father, Isaac Andrus, came to the county together; were the first settlers in the neighborhood, and the first emigrants to Blue Earth county by the overland route; came through the wilderness one hundred and fifty miles, and, for the first year thereafter, hauled all their provisions from Iowa through an unsettled country and without roads 150 miles; that the value of the improvements was \$1,333; that about the month of April, 1857, he was expelled from the land by the Indian agent and the Indians themselves; that since that time the rent of the premises has been worth \$1,300; that the claimant has never abandoned his claim to the land, but has always intended to return and make it his home, if permitted to do so; that all the improvements are destroyed by fire, much of the valuable timber destroyed, and the land is not of as much intrinsic value as when he first settled on it.

A good right of pre-emption is also shown.

We do therefore award to the said Truman F. Andrus the right to pre-empt the land, and the sum of \$2,633 for his damages.

No. 3.

BASIL MORELAND.—Pre-empted and paid for the southeast quarter of the northwest quarter, and the northeast quarter of the southwest quarter, and west half of southeast quarter of section No. seven (7) in township one hundred and seven (107) north, of range No. twenty-seven (27) west, in the Saint Peter land district, Minnesota, under the decision of the Secretary of the Interior of date of 24th April, 1862.

The proof as shown by the affidavit of the claimant and corroborated by the testimony of S. S. Higgins, Geo. Maxfield, and Robert Wardlow, is: That the claimant settled on this land in March, 1854; that he built a house on the land, fenced 40 acres, and broke and put into cultivation 20 acres; that he resided on the land until March, 1856, when he was expelled from the land, and was not permitted to return until the fall of the year 1861; that the principle or most valuable portion of the falls of the Blue Earth river is on the land, and is a very valuable water-power in an eligible situation for manufacturing purposes; that the rent of the land and improvements and water-power during the time of his

expulsion is worth \$5,500; Higgins has been in the mill business fifteen years, and Maxfield was raised in a mill, and both understand the value of a water-power, and have both examined the premises. Much of the timber is also shown to be destroyed. The claimant Moreland shows in his affidavit that an offer was made by one Frazier to the Indian agent to rent the water-power for a yearly rent of \$1,000 for thirty years, and refers to a special report of the Winnebago agent made to the Indian department in the fall of 1857, or winter of 1857-'58.

We do therefore award to the said Basel Moreland the sum of \$5,500 for his damages.

No. 4.

ISAAC ANDRUS.—Filed on the southeast quarter of the southwest quarter and the south half of the southeast quarter of section No. 11, and the southwest quarter of the southwest quarter of section No. 12, township No. 107 north, of range 27 west, of the lands subject to sale at Saint Peter, Minnesota, on the — day —, A. D. 1862.

The proof in this case, as shown by the affidavit of the claimant, Isaac Andrus, and corroborated by the affidavits of P. R. Johnson esq., Truman F. Andrus, William P. Andrus, B. Y. Coffin and Edwin Howe, is: That the claimant settled on this land in August, 1854, as a pre-emptor; that he built a dwelling-house on the land, and some out-buildings; fenced 40 acres, and broke and put into cultivation 35 acres, &c; that he was the first settler in that neighborhood, and the first overland emigrant to the county of Blue Earth; that he moved to the country through the wilderness without a road for 150 miles, and during the first year thereafter hauled his provisions 150 miles through the country, without roads or settlements, from Iowa, and spent \$200 for men's labor in making improvements; that the value of the improvements were \$2,000; that in the month of April, 1857, he was expelled from the premises by the agent of the Winnebagoes; that he and his son, Truman F. Andrus, resisted the efforts of the agent to remove them longer than most of the other settlers on the reservation; that he has never abandoned his claim to the land, but has spent some money and a great deal of time, and has made more persistent efforts to obtain a recognition of his rights in the premises than any of the other settlers on the reservation; that the rent of the premises since his expulsion has been worth \$1,300. And a good right of pre-emption is proved. It is also proved that all the improvements have been destroyed by fire; that much of the valuable timber has been destroyed, and that the land is now of less intrinsic value than when he first settled upon it.

We do therefore award to the said claimant, Isaac Andrus, the right to pre-empt the land, and the sum of \$3,300 for his damages.

No. 5.

JOHN JONES.—Filed on the west half of the northwest quarter and the northeast quarter of the northwest quarter, and the northwest quarter of the southwest quarter of section 31, township 108 north, of range 27 west, in the Saint Peter land district, Minnesota, on the — day of —, A. D. 1862.

The proof in this case, as shown by the affidavit of the claimant, John Jones, and corroborated by the affidavits of William Jones and Griffith Jones, is: That the claimant settled on the land as a pre-emptor in August, 1854; that he built a dwelling-house, and spent \$40 for building materials; that he fenced and broke 10 acres, and also built a frame granary, a stable, cattle-sheds, &c., all of the value of \$422 50; that the land is in the extreme northwest corner of the Winnebago reservation; that probably neither the agent nor the Indians ever knew that he resided on said reservation, and has never been molested by either, and has ever since, and still does, occupy the land; that the land

officers have always refused to allow him to pre-empt the land; that he has always claimed his right to pre-empt the land. And a good right of pre-emption is proved.

We do therefore award to the said claimant, John Jones, the right to pre-empt the said land. But, in case such right of pre-emption is refused, then and in that case we award to him the sum of \$422 50 for his damages.

No. 6.

FRANK OBALE.—Filed on the northeast quarter of the northeast quarter of section 34, and north half of the northwest quarter and the southwest quarter of the northwest quarter of section 35, in township 108 north, of range 27 west, in the Saint Peter land district, Minnesota, on the 29th day of December, 1862.

The proof in this case, as shown by the affidavit of the claimant, Frank Obale, and corroborated by the affidavits of Clement Krow and Frank Veigle, is: That the claimant settled on the land as a pre-emptor on the first of March, 1855, but had commenced work on the land the previous fall, and had continued to work through the winter as the weather permitted, and that he moved his family on to the land in March, 1855; that he built a dwelling-house on the land, and cleared, fenced, broke and put into cultivation two acres of the land, and paid \$5 for building materials; that he was expelled from the land by the agents of the Winnebagoes in April, 1856; that he at first refused to leave, but being refused permission to pre-empt the land he was forced to yield; that he was poor; was a foreigner by birth, and spoke the English language imperfectly. He was without a home for his family, and that his necessities, caused by his expulsion from the land, induced him to apply to the Indian agent for compensation, and that he prevailed with the agent to pay him \$85; that his necessities were such that he would have accepted a less sum had the agent refused to pay that sum. The affidavit of the claimant shows that he does not know the import of the receipt or voucher given by him for said money, but understood it to be for his improvements; that the value of the improvements was \$265; that the improvements are destroyed, and that the value of the rent of the premises has been worth over \$85; that the claimant has always claimed his right to pre-empt the land, and has always declared his intention to return if such right of pre-emption was allowed. A good right of pre-emption is also shown.

We do therefore award to the said claimant, Frank Obale, the right to pre-empt the said land, and the sum of \$260 for his damages.

No. 7.

WILLISTON K. GREENWOOD.—Filed on the southwest quarter of the northwest quarter and west half of the southwest quarter and the southeast quarter of the southwest quarter of section 7, township 107 north, of range 27 west, in the Saint Peter land district, Minnesota, on the 29th day of December, 1862.

The proof in this case, as shown by the affidavit of the claimant, Williston K. Greenwood, and corroborated by the affidavits of Charles N. Gilchrist and George W. Lamberton, is: That the claimant settled on this land as a pre-emptor in August, 1854; that he built a dwelling-house on the land and some other out-buildings and sheds, and spent \$40 for building material; that he fenced about forty acres, and broke sixteen acres, and resided on and cultivated the land until May, 1856, when he was expelled from the land; that the improvements were worth \$586 50, and the value of the rent of the premises since that time is \$420; that when he left, in May, 1856, he had sowed two acres of wheat, and planted a garden worth \$25, and that the improvements on the land are now destroyed; that the claimant did not leave willingly, and has always asserted his right to pre-empt the land, and has always declared it his intention to make it his home if ever permitted to do so; that he had previously made his declaratory state-

ment to pre-empt the land, but was refused; that it is shown by the affidavit of the claimant that the Indian agent had previously offered to pay him a sum of money if he would leave the land; and when he found he would be forced to leave the land, he went to the agent and accepted that sum, the amount of which he does not now remember, but that it was for a less sum than the improvements were worth; that he gave the agent a receipt for the money which he supposes is on file in the Indian department, and to which he refers the Secretary of the Interior; that he had expended his means in making the improvements and in moving to the country, and that he only accepted of the money from the agent because of his inability to provide for the wants of his family after his expulsion from the land. A good right of pre-emption is shown.

We do therefore award to the said claimant, Williston K. Greenwood, the right to pre-empt the said land, with the sum of \$1,031 50 for his damages, less whatever sum may have been paid to him by the agent of the Winnebago Indians, as shown by the receipt of said claimant to said agent on file in the Indian department at Washington, the amount of money expressed in that receipt to be deducted from the said sum of \$1,031 50.

No. 8.

ROBERT WARDLOW, as administrator of the estate of David B. Baker, deceased.—

Filed on the northwest quarter of section No. 33, township 107 north, of range No. 27 west, in the Saint Peter land district, Minnesota, on the 29th day of December, A. D. 1862.

The proof in this case, as shown by the affidavit of the administrator, Robert Wardlow, corroborated by the affidavits of Noble G. Root and Truman F. Andrus, is: That the deceased, David B. Baker, settled on this land as a pre-emptor in April, 1855; that he cut and hauled a set of house logs on to the site for the house, and raised the walls of the house about ten feet high, and cut a quantity of rail timber on the land; that he occupied the land until August, 1855, when he was expelled by the agent of the Winnebago Indians; that the work and improvements on the land were worth \$100; that he always, during his lifetime, asserted his right to pre-empt the land, and declared his intentions to pre-empt the same and make it his home; that his right to pre-empt was denied at the land office; that he died in April, 1857; that the annexed copy of the letters of administration on his estate granted to Robert Wardlow, together with the certificate of the probate judge of Blue Earth county, shows the right of Wardlow to make this claim. And a good right of pre-emption is shown.

We do therefore award to the claimant, Robert Wardlow, as administrator of the estate of David B. Baker, deceased, the right to pre-empt said land, and the sum of \$100 for his damages.

No. 9.

WILLIAM P. COFFIN.—Filed on the northeast quarter of section No. 5, township No. 107 north, of range No. 27 west, in the Saint Peter land district, Minnesota, on the 29th day of December, 1862.

This claim is preferred by Bartlett Y. Coffin, as agent for the claimant, Wm. P. Coffin. No affidavit in this claim is made by William P. Coffin; but the affidavit of Bartlett Y. Coffin, corroborated by the affidavits of Isaac Andrus and Truman F. Andrus, is: That the claimant, Wm. P. Coffin, settled on this land in March, 1855; that he built a dwelling-house and log stable on the land, with some other out-buildings, sheds, &c., and fences, and broke about five acres of the land, and raised one crop on the same; that the cost and worth of the improvements were \$346, but have now gone to decay; that he was forced to leave the land in the spring of 1856, by the agent of the Winnebagoes; that the offi-

cers of the land office refused to allow him to pre-empt the land; he has always asserted his right to pre-empt the land, and declared his intentions to return if allowed to do so; the rent of the land since his expulsion is worth \$200; the affidavit of Rev. Bartlett Y. Coffin is the brother of the claimant, well acquainted with his previous history, and we think he shows a good right of pre-emption. The claimant has been absent some time in the State of Indiana, and it is shown that he probably knows nothing of the existence of the act under which this claim is made, and that a reasonable effort has been made by his agent, B. Y. Coffin, to procure his personal affidavit.

We therefore award to the said Wm. P. Coffin the right to pre-empt said land, and the sum of \$546 for his damages. This award, however, is made subject to the special approval of the Secretary of the Interior, as the affidavit and application is made by an attorney, and not in person by the claimant.

No. 10.

GEORGE W. CUMMINGS.—Filed on the southeast quarter of southwest quarter of section No. 6, and northeast quarter of northwest quarter and west half of northeast quarter of section No. 7, in township No. 107 north, of range No. 27, in the Saint Peter land district, Minnesota, on the 29th day of December, A. D. 1862.

The affidavit of the claimant in this case, George W. Cummings, was made before a notary public, of Washington, D. C. His affidavit shows, and is corroborated by the affidavits of George Maxfield and Williston K. Greenwood, that the claimant is an orderly sergeant of Co. A, 2d regiment United States sharpshooters, now in the service of the United States in the army of the Potomac; that he settled on this land in June, 1854, as a pre-emptor; that he built a house, fenced about 100 acres, and broke about one acre, and made some additional rails on the land, and resided on it until June, 1855, when he was forced to leave the land by the agent of the Winnebagoes; that he made a filing in the land office, but was not allowed to proceed with his pre-emption; that he has always claimed the right to pre-empt the land, and make it his home; that he was broken up by his removal; that the improvements were worth \$187 50, and that the land could have been sold at the time of his expulsion therefrom for \$1,500, had he been allowed first to pre-empt and pay for it; that all the improvements made by him were destroyed. And a good right of pre-emption is shown.

We therefore award to the said claimant, George W. Cummings, the right to pre-empt the said land, and the sum of \$187 50 for his damages. But in case he is not permitted to pre-empt the land, then and in that case we award him the sum of \$1,487 50 for such damages. But inasmuch as the affidavit of the claimant has not been personally made before one of us, we make this decision subject to the special approval of the honorable Secretary of the Interior.

No. 11.

JOEL CLOUD.—Filed on the southeast quarter of section No. 5, in township No. 107 north, of range No. 27 west, in the St. Peter land district, on the 29th day of December, A. D. 1862.

In this case there has been no affidavit of the claimant, Joel Cloud. The proof, as shown by the affidavits of Rev. B. Y. Coffin, Isaac Andrus, and Truman F. Andrus, is: That the said claimant, Joel Cloud, settled this land as a pre-emptor, in March, 1855; that he built a dwelling-house and some out-build-

ings, cleared and fenced about half an acre around the house for a yard and garden, and fenced and broke five acres of the prairie on the land, of the cost and worth of \$288; that he raised one crop and resided on the land until the spring of 1856, when he was forced to leave the land by the agent of the Winnebagoes; did not leave voluntarily, and has always asserted his right of pre-emption, and declared his intention to return to it if allowed to do so; the rent of the premises since his expulsion is worth \$200; the improvements are destroyed. The claimant, Cloud, is a private in the 24th regiment Indiana volunteers, now in the service of the United States, and probably knows nothing of the act under which this proceeding is had; that R. Y. Coffin is his agent, to prosecute this claim; and we think a reasonable diligence is shown to procure the personal affidavit of Cloud. We think a good right of pre-emption is shown.

We do, therefore, award to the said claimant, Joel Cloud, the right to pre-empt the land above described, and the sum of \$488 for his damages. But inasmuch as no affidavit in this claim has been personally made by the said claimant, Joel Cloud, this award is made subject to the approval of the honorable Secretary of the Interior.

No. 12.

OLIVER J. ROE.—Filed on the southeast quarter of the northeast quarter, and east half of the southeast quarter, of section 7, and the southwest quarter of the southwest quarter of section 8, township 107 north, of range 27 west, in St. Peter land district, Minnesota, on the 29th day of December, A. D. 1862.

In this case no affidavit by the claimant, Oliver J. Roe. The proof, as shown by the affidavits of Basil Moreland and Robert Wardlow, is: That Roe is a private in the first regiment Minnesota volunteers, now in the service of the United States, in the army of the Potomac; that Moreland is his agent to prosecute this claim, and the absence of his personal affidavit is satisfactorily accounted for; that Roe settled on this land as a pre-emptor in April, 1854, built a dwelling-house, and fenced and broke about half an acre of land, of the cost and value of \$176, and that all the improvements have been destroyed by fire; that Roe lived on the land until the spring of 1856, when he was forced to leave by the agent of the Winnebagoes, after he had been refused permission to enter the land; that Roe has always claimed the right to pre-empt the land, and declared his intention to return to it. We think a good right of pre-emption is shown.

We do, therefore, award to the said claimant, Oliver J. Roe, the right to pre-empt the above described lands, and the sum of \$176 for his damages. But, inasmuch as the said Oliver J. Roe has made no personal affidavit in the premises, we make this award subject to the special approval of the honorable Secretary of the Interior.

No. 13.

JOHN N. DODGSON.—Filed on the southeast quarter, section 28, township 107, north, range 27, in the Saint Peter land district, Minnesota, on the 29th day of December, A. D. 1862.

In this case no affidavit is made by the claimant, John N. Dodgson. The proof, as shown by the affidavits of Robert Wardlow, Noble G. Root, and Isaac Andrus, is: That the claimant, John N. Dodgson, was, probably, murdered in the raid of the Sioux Indians, and the absence of his personal affidavit is satisfactorily accounted for; Wardlow is his agent to prosecute this claim; that Dodgson settled on this land as a pre-emptor in April, 1855; that he cut and hauled into

the site a set of house-logs, raised the same nine or ten feet high, and cut some rail-timber on the land, and was driven off the land by the agent of the Winnebagoes in August, 1855; that the improvements cost and were worth \$100; that he has always claimed his right to pre-empt the land, and has always declared his intention to return, if allowed to do so. He was refused permission to pre-empt the land. A good right of pre-emption is shown.

We do, therefore, award to the said John N. Dodgson (and in case he is dead, then to his administrator) the right to pre-empt the said land, and the sum of \$100 for his damages. But, inasmuch as the claimant, John N. Dodgson, has made no personal affidavit in the premises, this award is made subject to the special approval of the honorable Secretary of the Interior.

No. 14.

MARSHALL T. COMSTOCK.—Claims the southwest quarter of section 34, township 108 north, of range 26 west, in the St. Peter land district, Minnesota.

The proof in this case, as shown by the affidavits of the claimant and his witnesses, Minard Mills and P. K. Johnson, is: That the claimant settled on this land as a pre-emptor on the 9th day of July, 1853, having the right of pre-emption; that he built thereon a log dwelling-house, 22 by 18 feet, one and a half story high, and a stable; that in connexion with James McMurtrie, he built a mill and dam partly on his claim and partly upon that of McMurtrie, each one sharing the expense and profits of the mill and dam; that they yielded a profit of \$12 per day; that his improvements cost him \$2,190; that about the 20th day of October, 1855, he was compelled by the Indian agent to quit and abandon his claim and improvements, which have since gone to waste and are lost; that his claim was a timbered claim, and that the mill was built to convert the timber into lumber; that he resided upon the claim as his exclusive home, for the purpose and with the intent of pre-empting the same.

We therefore award to the said Marshall T. Comstock the sum of \$2,190 for his damages.

No. 15.

JAMES McMURTRIE.—Claims the northwest quarter of section 34, township 108 north, of range 26 west, in the St. Peter land district, Minnesota.

The proof in this case, as shown by the affidavits of Marshall T. Comstock, Minard Mills, P. K. Johnston, and S. F. Barney, witnesses of the claimant, is: That the claimant settled upon this land on the 9th day of July, 1853; that he built a dwelling-house costing \$60; that he cleared about one and a half acre; that in the summer of 1853 he and Marshall T. Comstock built a mill and dam, as partners, the mill and dam being equally upon the claims of both; that the cost of the mill and dam was \$3,800, of which he paid one-half; that said mill paid a profit above all expenses, up to the time he was compelled to leave it, of \$12 per day; that he claimed the right to pre-empt his claim, and has never abandoned it, but still continues to claim that right; that he has been temporarily absent from the State since June, 1862; that S. F. Barney is an attorney for him.

We do therefore award to the said James McMurtrie the right to pre-empt the above described land, and the sum of \$1,960 as damages. But, inasmuch as the claimant has made no personal affidavit in the premises, this award is made subject to the special approval of the Secretary of the Interior.

No. 16.

ANSON W. CALLEN.—Entered for the purpose of pre-emption on the west half of the southeast quarter of section 20, and lots Nos. 1 and 2, section 19, all in township 107, range 25 west, on the first day November, 1854.

In this case there has been no affidavit made by the claimant. His claim is presented by his attorney, Hon. Lewis Bronson. The claimant, it appears from the affidavit of his attorney, is now absent from the State, and probably in the army, and cannot address in time to procure his affidavit. From the testimony of his witnesses, Ephraim Cole and said Lewis Bronson, it is proved that he made a settlement upon this land on or about the 1st of November, 1854, and continued to reside thereon for about one year; that he built a dwelling-house, which probably cost \$150, and was worth that sum. He also had a log barn, probably costing and worth \$25 or \$30. Had some 30 or 40 acres broke and fenced with a strong fence.

Witness Cole thinks it cost \$6 per acre to break up the land, and was well worth it, and thinks claimant had 7,000 fence rails—many large oak rails; that it would cost at that time \$5 per hundred to put these rails in the fence; that they were, as witness thinks, of that value; also claimant had all this ground under cultivation as well as fenced; that it would yield \$1,500 in produce; that the Indians stole and carried away produce from the ground; that Callen complained, and afterwards said he lost nearly his whole crops; that he was damaged in loss and destruction of crops to the amount of \$1,200.

We therefore award to the said Anson W. Callen the sum of \$1,500 for damages, abating the residue of his claim, because of the uncertain testimony of his witnesses, the sum he received from the Indian agent, and found on file in the Indian department at Washington, to be deducted from the same; but, as the claimant has made no personal affidavit in the premises, this award is made subject to the special approval of the honorable Secretary of the Interior.

No. 17.

CORNELIUS VAN NICE.—Claims the north half of the northeast quarter and the northeast quarter of the northwest quarter of section 21, and the northwest quarter of the northwest quarter of section 22, township 107, range 27, November 17, 1855.

The filing in this case appears by the certificate submitted. The affidavit of the claimant, corroborated as it is by the affidavits of Barnabas W. Simmons and Horace M. DeWolfe, proves that claimant settled upon this land, as a pre-emptor, on the 10th day of October, 1854; that he built immediately thereon a house which cost and was worth \$150; that he built an addition thereto which cost and was worth at least \$75, and a porch which cost \$25; that he built stables which cost \$50; that he ploughed and cultivated 11½ acres of the land; that breaking at that time (May and June, 1855) cost and was worth \$7 per acre, making the whole breaking worth \$80 50; that he made 4,500 rails, worth \$40 per thousand—in all \$180; that the total original cost of all his improvements amounts to \$560 50; that the Winnebago Indians stole from him one steer worth \$40, and also pork to the value of \$30; that he was driven from the land, but was entitled to pre-empt it, and still claims that right, and has never abandoned it; that the use of said land and improvements during the seven years he has been deprived of them, with the rents and profits thereof, has been worth \$1,400.

We therefore award this claimant the right to pre-empt this land, and damages to the amount of \$630 50.

No. 18.

FRANCIS VEIGLE.—Claims the northeast quarter of section 35, township 108 north, of range 27 west, in the county of Blue Earth, and State of Minnesota.

The affidavits of the claimant and his witnesses, George Hoffman and Frank Obale, in this case, show that the claimant was entitled to the right of pre-emption; that during the first week of April, 1855, he entered upon this land as a pre-emptor, and immediately proceeded to improve the same for his home; that it was a timbered claim; that he built a house worth \$50; cleared from 2½ to 3 acres, worth \$100; laid up about 1,000 rails, worth \$30, and built a log stable, worth \$20; that he did not sell any crops, and therefore the value of those raised is unknown; that he lived on the claim about one year, and until he was obliged to leave it by reason of the Winnebago Indians; that he left in the spring of 1856, when the Indians took possession of his home; that his damages have been at least \$200; that he still claims to pre-empt the land.

Therefore we award to the claimant, Francis Veigle, the right to pre-empt this land, and \$200 in damages.

No. 19.

CHARLES MANSFIELD.—Claims the west half of the southwest quarter of section 20, and lots 1 and 2 of section 19, all in township 107 north, of range 25.

It appears from the affidavits of Owen O. Pitcher, Lewis Branson, and Robert Wardlow, that the claimant is now absent from this State, and in the United States army; that he made a settlement on this land in 1854, and built a house thereon, worth about \$45; broke up from 20 to 30 acres of land, worth \$240; fenced the same with about 5,000 rails, worth \$200; that he occupied the claim and improvements until about the 1st of October, 1855, when he was obliged to leave there by reason of the Winnebago Indians; that the claimant's affidavit could not be taken. Therefore, in this case we award to said Charles Mansfield the right to pre-empt this land, and damages in the sum of \$360; but, as the affidavit of the claimant is not made, we make this award subject to the approval of the honorable Secretary of the Interior.

No. 20.

BARNABAS W. SIMMONS.—Claims the southeast quarter of the northeast quarter, and northeast quarter of the southeast quarter, and west half of the southeast quarter of section No. 33, township 106 north, range 27, in the St. Peter land district, Minnesota.

In this case the affidavit of the claimant, corroborated by the affidavits of his witnesses, Horace De Wolfe and Cornelius Van Nice, proves that the claimant had the right of pre-emption; that, on the 11th day of October, 1854, he settled upon this land as a pre-emptor; that he built thereon a house which cost and was worth \$100, and an addition thereto worth \$50; in 1859 he built a granary worth \$25; in May and June, 1855, he broke and cultivated thirty acres, worth at that time \$7 per acre, and in all \$210; that he made 4,000 rails, and with them fenced over 100 rods upon the land; rails were then worth \$40 per thousand, and the hauling and building the fence worth \$40; that he also built a stable worth \$30; that all his improvements upon the land amount to \$615; that in 1855 the Winnebago Indians burnt eighty (80) tons of hay be-

longing to claimant, worth \$10 per ton; that about the month of May, 1857, the Indians stole from him a heifer, of the value of \$15, and in April, 1859, stole from him a horse and damaged him \$50; that during the last fall they also stole an ox, worth from \$35 to \$40; that he was driven from his claim about the 5th of May, 1856, by the Indian agent, and was deprived of the same for six or seven months, so that he lost that year's crops, worth at least \$200; that he returned to the claim in the fall of 1856, and has resided thereon up to the present time; that he has been damaged, by reason of being driven from his claim and in the destruction of his property, to the amount of \$1,265; that in case he is allowed to pre-empt this land, he claims only the \$1,265 for damages, otherwise he claims, in addition to this amount, \$615 for his improvements; that he now claims the land as a pre-emption right.

In this case we award to said Barnabas W. Simmons the right to pre-empt said land and \$800 damages; but if he be not allowed to pre-empt the land, then in that case we award him \$1,415 damages.

LAND OFFICE, ST. PETER, MINN.,

January 2, 1863.

We, the undersigned, do hereby certify that the foregoing docket of cases, numbered from 1 to 20, inclusive, contains all the applications and awards made by us under the act of Congress entitled "An act for the relief of pre-emptors on the home reservation of the Winnebagoes, in the Blue Earth region, in the State of Minnesota," approved July 14, 1862; that the condensed evidence in each case, as the same appears by said docket, is just and right, according to the evidence contained therein.

We do further certify that the accompanying papers, each contained in an envelope, with its corresponding number on said docket, the name of the claimant, with the description of the tract claimed, estimate of loss and damage of each claimant, with the awards to each, contains all the evidence and papers submitted to us in each case, and upon which each of said awards were respectively made by us.

Given under our hands this 2d day of January, A. D. 1863.

ABNER TIBBETTS, *Register.*

JOHN KERN, *Receiver.*

COMMISSIONER OF THE GENERAL LAND OFFICE,

Washington, D. C.

No. 1.

In the matter of the claim of Noble G. Root, of the county of Blue Earth, Minnesota, to pre-empt the west half of the southeast quarter and the southeast quarter of the southeast quarter of section numbered nine, (9,) and the southwest quarter of the southwest quarter of section numbered ten, (10,) in township numbered one hundred and six north, of range numbered twenty-seven west, of the lands subject to sale at Saint Peter, Minnesota, and included in the home reservation of the Winnebagoes, and for damages under the act of Congress entitled "An act to appropriate the proceeds of the sales of the public lands and to grant pre-emption rights," approved September 4, 1841, and the act of Congress entitled "An act for the relief of pre-emptors on the home reservation of the Winnebagoes in the Blue Earth region, in the State of Minnesota," approved July 14, 1862.

H. Ex. Doc. 50—2

I, Noble G. Root, of the county of Blue Earth, Minnesota, do solemnly swear that I settled upon the above-described land about the 1st day of December, A. D. 1854, as a pre-emptor, and that the Indian title to said land had been extinguished at that time; that I built a log-house on said land, 14 feet square, with addition 10 by 14 feet square, all one story high, with clapboard roof, hewed puncheon floor, with two doors and two windows, and a dirt or sod chimney; that after I got said house covered so as to shelter my family, I did not labor steadily on it, but went on to finish it as I could spare time from my other improvements, and that I cannot state with positive certainty exactly how long I was engaged in making said house, but believe it must have employed me at least four months' steady labor; that I also cleared about half an acre around the house and fenced the same for yard and garden, and built some cattle sheds, and dug out and built a spring or milk-house in the bank at the spring; and that I made about 5,000 rails, and fenced about 50 acres of said land, and broke about 22 acres of the prairie on said land; that I estimate that the making of said rails and putting them up into a fence was worth \$40 per thousand, and that the breaking said land was worth \$6 per acre; and that I believe said improvements cost me, in money and labor, and that they were at the time worth four hundred and fifty-two dollars; that I raised a crop on the sod in 1855, and raised about 100 bushels corn and about 60 bushels "bagas," and some 15 or 20 bushels potatoes; that the corn and potatoes were worth from \$1 to \$2 per bushel, and the "bagas" were worth about 50 cents per bushel; that I continued to reside on said land and improve the same until about the month of March, 1856, when I was forced to leave said land, in common with the other settlers on said reservation; that I did not leave willingly; that at first I refused entirely to leave; that I was repeatedly told by the agent that I must leave, and that if I refused, he would resort to force to compel me; that at one time the said agent came into said land and abused and insulted me, and we came near having a personal rencontre; that the officers of the land office refused to allow any of the settlers on said reservation to prove up and pre-empt their "claims;" and at last I found I could not remain any longer on said lands with safety either to my family, myself, or my property, and was, against my will, forced to leave said land; that the said Indian agent had offered to pay me the sum of \$175 if I would leave said land, which I had peremptorily refused to accept; but I was poor, and had expended about all I was worth in moving to the country and in making my said improvements. Provisions and everything necessary for the support of a family bore enormous prices in the country at the time, and when I found I had to leave said land, my necessities forced me to go to said agent and accept the said \$175, and to give such receipt or voucher therefor to said agent as he chose to demand, but what the purport of that receipt or voucher is I do not now remember; that I have never abandoned my claim to pre-empt said land, but have always claimed the right to do so, and have always intended to assert my rights in the premises if there should, in my judgment, be a prospect of success; that at the time I settled on said land, and while I resided on and when I left the same I was a married man and a citizen of the United States; that I had never had the benefit of any right of pre-emption under the act of Congress approved September 4, 1841; that I was not the owner of three hundred and twenty acres of land in any State or Territory of the United States, nor did I settle upon and improve said land to sell the same on speculation, but in good faith to appropriate the same to my own exclusive use and benefit; that I had not, directly or indirectly, made any agreement or contract in any way or manner with any person or persons whatsoever by which the title I expected to acquire from the government of the United States should inure, either in whole or part, to any person except myself; that for the years 1856 and 1857 the common price for the rent of land was \$10 per acre, and that the rent of said premises since

that time is worth \$30 per year, making the sum of \$590. I do therefore claim the sum of \$1,042, less the said sum of \$175, being the sum of \$867, which last-named sum I believe to be my just due; and I also claim the right to pre-empt said land.

NOBLE G. ROOT.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
 ABNER TIBBETTS,
Register.

Isaac Andrus, being duly sworn, says: I know the above-named claimant, Noble G. Root, and the land above described. Have been on the land repeatedly while it was occupied by said Root, and I know the improvements made by him on said land. That he settled on said land as a pre-emptor in the fall of the year 1854, and built a log-house on said land, I should judge, about 14 feet square, with an addition, which, I also judge, was about 10 or 12 feet square, one story high, with clapboard roof, and, I think, a hewed puncheon floor, (I hardly think it was plank, from the scarcity of lumber at the time,) with two doors and two windows, and a sod chimney and fireplace. That he cleared and fenced a yard and garden, and built a spring-house for his dairy purposes in the bank near the spring, some cattle sheds, &c. That he fenced about 50 acres of said land, and broke about 22 acres of the same. That I have had large experience in settling a new place in a new country, and know the costs of the same and the time necessary to do such work as was done by said Root on said land. That I think he must have worked for at least four months steady labor to build the house and other buildings on said land, and that, including the necessary hauling to build said buildings, I think that \$2 per day is a fair estimate of the value of said labor. That I believe the fence around said 50 acres must have required about 5,000 rails, and that they were worth \$40 per thousand, and that the ordinary price of breaking was \$6 per acre, and that I think the sum of \$452 a fair estimate of the value of said improvements at the time they were made, and that the rent of the land was worth \$220 per year for the years 1856 and 1857, and that it has been worth \$150 from 1857 to this time—making the total value of said rent \$590. That I have not been on said land for the last few years, but I know that the improvements made by the settlers on said land have generally gone to decay, or been destroyed by the prairie fires, and I have no doubt that is the case with those made by Mr. Root. That I know said Root left said land in the spring of the year 1856. That he did not leave willingly, and that his pecuniary circumstances, and the condition of his family, must necessarily have had a large influence with him in receiving any amount of money from the Indian agent for his improvements.

ISAAC ANDRUS.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
 ABNER TIBBETTS, *Register.*

Truman Andrus, being sworn according to law, says: That he has read the foregoing affidavit of Isaac Andrus, who is his father; that they lived about seven miles from the said Noble G. Root while he resided on said land; that he has been frequently on the land mentioned in said affidavit of said Root while he lived on it; that he is acquainted with the improvements made by said Root on said land; perhaps even better than the said Isaac Andrus, and that he knows the facts as stated by said Isaac Andrus in said affidavit to be true, and that he believes the value of the said improvements, and the rent of the land was well worth the sums stated by said Isaac Andrus in said affidavit.

TRUMAN F. ANDRUS.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
 ABNER TIBBETTS, *Register.*

No. 2.

In the matter of the claim of Truman F. Andrus, of the county of Blue Earth, in the State of Minnesota, to pre-empt the northeast quarter of the southeast quarter and the south half of the northeast quarter of section number eleven, (11,) and the southwest quarter of the northwest quarter of section number twelve, (12,) in township number one hundred and seven (107) north, of range number twenty-seven (27) west, in the Saint Peter land district, Minnesota, and included in the "home reservation" of the Winnebago Indians, and also for damages under the act of Congress entitled "An act to appropriate the proceeds of the sales of the public lands and to grant pre-emption rights," approved September 4, 1841, and the act of Congress entitled "An act for the relief of pre-emptors on the home reservation of the Winnebagoes in the Blue Earth region, in the State of Minnesota," approved July 14, 1862.

I, Truman F. Andrus, of the county of Blue Earth, Minnesota, do solemnly swear that I settled on the above-described land as a pre-emptor about the 11th day of August, 1854. That I built a house on said land, about 12 by 16 feet square, and a stable 24 by 15 feet square, and cleared, fenced, and put into cultivation about two acres of said land around my buildings, and that I fenced about forty acres of said land. That myself and father, Isaac Andrus, were the first settlers in said neighborhood. That in moving to said land we travelled about 150 miles through the wilderness without a road or marked track, guiding our way sometimes by compass and sometimes by explorations ahead, aiming for the great south bend of the Minnesota river. That for the first year of my settlement on said land I had to haul all my provisions from the State of Iowa, about 150 miles distant, over a country without roads, and for the greater portion of the way through a country without settlement. That when I arrived in the country, and settled on said land, neither provisions nor the usual material for building in a new country could be had, the country at that time being entirely destitute of the same, and that afterwards, up to the fall of 1857, provisions and building material bore enormous prices. That I cannot make any correct statement of the time employed in any specific one of said improvements, as I had from necessity to work at such things as for the time being was most urgently required to be done. That I resided on said land about two years and eight months. That during all that time I was exclusively engaged in the improvement and cultivation of said land, and that I believe said improvements cost me \$1,333, and that I believe the said improvements could not have been done at that time for a less sum, and that I believe the rent of said land for the year 1857 was worth \$500, and the sum of \$250 per year for the years 1858 and 1859, and the sum of \$100 per year for the years 1860, 1861, and 1862—making the total value of said rent \$1,300. That I believe that I raised and secured crops off of said land of the value of \$65; but that, after the removal of said Indians on to said reservation, a "band" of the same were located adjoining to said land, and their depredations were frequent, and much of my crop either stolen or destroyed. That I continued to reside on said land until about the 12th day of April, 1857, when I was forced to leave the same. That I did not do so willingly, but because I could not remain on said land any longer with safety, either to my person or my property. That since I left said land the whole of my improvements, including buildings and fencing, have been destroyed, with much of the valuable timber on the same, and said land is not of as much intrinsic value as it was the day I settled on the same. That I have never abandoned my claim to said land, but have always insisted on my right to pre-empt the same, and have always intended to return to the same in case such right of pre-emption was allowed. That at the time of my settlement on said land, and at the time I left the same, I was a single man, over the age of 21 years, and a citizen of the United States. That I had never had the benefit of

any right of pre-emption under the aforesaid act of Congress, approved September 4, 1841. That I was not the owner of three hundred and twenty acres of land in any State or Territory of the United States, nor did I settle upon and improve said land to sell the same on speculation, but in good faith to appropriate it to my own use or benefit; and that I have not, directly or indirectly, made any agreement or contract in any manner with any person or persons whatsoever, by which the title I might have acquired from the government of the United States should inure, in whole or in part, to any person except myself.

I do therefore claim the right to pre-empt said land, and I also claim the sum of \$2,633 for my damages.

TRUMAN F. ANDRUS.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

Parsons K. Johnson, of the county of Blue Earth, in the State of Minnesota, being duly sworn, says: I know the claimant, Truman F. Andrus, and that he settled on the above-described lands in August, 1854; that he built a dwelling-house on said lands, about 16 by 12 feet square, one story high, and a stable 24 by 15 (about) square, and fenced, cleared, and put into cultivation about two acres of said land around his house, and fenced about 40 acres of said land; that I believe said improvements were at the time worth and could not have been made for a less sum than \$1,333, and that the rent of said land since the spring of 1857 is worth \$1,300; that I lived in the country, at the time said improvements were made, about four miles north of the Winnebago reservation, and about five or six miles from said land, and am well acquainted with the costs and expenses of making improvements in the country at that time; that the said Truman Andrus and his father, Isaac Andrus, were, I believe, the first settlers in Blue Earth county who came the overland route. A few had preceded them by the way of the Minnesota river, and they were certainly the first emigrants who settled in that neighbourhood. Truman was a young unmarried man, and came with his father, and they settled on adjoining tracts of land, and for the first year after their settlement hauled their provisions through the wilderness from Iowa, (150 miles;) and that during the time said improvements were being made, provisions and labor bore enormous prices in the country; that said Truman F. Andrus continued to reside on said land until about April, 1857, when he was forced to leave said land; that I know he did not leave voluntarily; that he and his father resisted the endeavors of the Indian agent to remove them, and the encroachments of the agent and Indians for some time after the most of the other settlers had left the reservation, and staid on their land longer than I thought at the time was prudent for them to do; and he has always insisted on his right to pre-empt said land, and has always declared his intention to return to it if he succeeded in having his rights recognized by the government, and to make it his home; that a very short time previous to his expulsion from said land, I went on to said land, at the request of said Andrus, with Rev. B. Y. Coffin and Mr. Edwin Howe, and that we made a careful examination of said improvements and an estimation of their value, and that we concurred in the opinion that they were worth that sum; that I was frequently on said land while said improvements were being made; that said improvements have been entirely destroyed by fire since they were left by said Andrus; that much of the valuable timber on said land has been destroyed, and that said land is not, in my judgment, of as much intrinsic value as it was when it was first settled upon by said Andrus.

P. K. JOHNSON.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

Isaac Andrus, William P. Andrus, B. Y. Coffin, and Edwin Howe, being duly sworn, each for himself, deposes and swears that he has carefully read the foregoing affidavit of Parsons K. Johnson, and that he knows the facts, as stated in said affidavit, to be true; that he knows the said Truman F. Andrus, and knows the above-described land; that they have also carefully read the foregoing affidavit of the said Andrus, and he believes that the estimate of the value of said improvements and rent, as therein stated by Truman F. Andrus, is reasonable and fair, and that the said improvements, in value, will compare favorably with the improvements of many others who settled in the country at the same time, with the same means, and could not have been obtained at that time for that sum; that the use of the improvements for the whole six years is fully worth the sum estimated by the said Truman F. Andrus in his affidavit; that he cannot determine the value of crops raised, not knowing the quantity of each commodity raised, or how much may have been taken by the Indians; that said claim has been greatly damaged by the destruction of its valuable timber, and the house and the whole of the improvements burnt up and destroyed.

ISAAC ANDRUS.
W. P. ANDRUS.
B. Y. COFFIN.
EDWIN HOWE.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register.*

No. 3.

The claim of Basil Moreland for damages for his expulsion from the southeast quarter of the northwest quarter and the northeast quarter of the southwest quarter and the west half of the southeast quarter of section numbered seven, (7,) in township numbered one hundred and seven (107) north, of range twenty-seven (27) west, in the district of lands for sale at Saint Peter, Minnesota, and included in the boundaries of the Winnebago home reservation, under the act of Congress entitled "An act for the relief of pre-emptors on the home reservation of the Winnebagoes, in the Blue Earth Region, in the State of Minnesota," approved July 14, 1862.

I, Basil Moreland, being duly sworn according to law, depose and swear that I settled on said land in the month of March, A. D. 1854, and built a log dwelling-house on said land, about 18 by 20 feet square, covered with boards, with plank floor, and one door and one glass window, and good cellar, and fenced about forty acres of said land and broke and put into cultivation about twenty acres of said land; that I raised crops on said land in the years 1855 and 1856 from which I realized about \$1,200, the principal crop being potatoes; that I continued to reside on said land until March of the year 1856, when, with the other settlers, I was forced to leave said reservation, and did not nor was I permitted to return to the same until the fall of the year 1861, and that after repeated efforts to obtain my rights to pre-empt said land I was at last allowed to do so by a decision of the honorable Secretary of the Interior, dated on the 24th day of April, A. D. 1862; that since that time I have entered and paid for said land, and still own and occupy the same; that I was deprived of the use and occupation of said land for over five years by reason of my expulsion from said land; that said land covers the most valuable portion of the rapids of the Blue Earth river, and is one of the most valuable water-powers in the State; that it is located on the western border of said reserve and adjoins a large and rich settlement on the west, and is remarkably easy of improvement, and well situated to do

a manufacturing business, especially of flour and lumber, and that I believe the value of the rent of said water-power was well worth \$1,000 a year, and that sum was offered by one Frazier to the agent of said Indians, for a period of thirty years, in the fall of the year 1857, for the evidence of which I refer to the special report of said agent made in the fall of 1857 or winter of 1857-'58, now on file in the office of the Commissioner of Indian Affairs at Washington; that the timber on said land has been greatly destroyed, and much of my improvements were also destroyed, and that the rent of the improvements and cultivated land was worth, during the years 1856 and 1857, \$200 per year—\$10 per acre being the common price paid for rented land during those years, and that the rent of said land during the years 1858, 1859, 1860, and 1861, was worth \$25 per year; that the entire value of the rent of said premises for the five years and over, during which I was unjustly kept out of the possession of the same, was well worth the sum of five thousand five hundred dollars, which sum I claim as my just due.

BASIL MORELAND.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

S. S. Higgins, of the county of Blue Earth, State of Minnesota, being duly sworn according to law, says: I know the above-named claimant, Basil Moreland; have been on the land above described, and examined the water-power of the Blue Earth river on said land; I have been in the mill business for fifteen years, and believe I am a good judge of a water-power, having had a great deal of experience with water-powers for mill and manufacturing purposes. The water-power on said land I regard as being among the very best in the State and of great value, and from the ease with which it can be used, and its favorable location, is very valuable. At a comparatively small expense the whole of the water of the Blue Earth river—a large stream—can be made available, and I regard \$1,000 per year as being a low rent for said water-power. Estimating the number of what is termed powers that can be obtained at the rent usually paid in localities not more favored than this, it would be much more than \$1,000, perhaps twice that sum; but from my knowledge of the value of such things, I have no hesitation in saying that it is well worth \$1,000 per year, and that that price can be readily realized for it on a 20-year lease.

S. S. HIGGINS.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

George Maxfield, being duly sworn according to law, says: I have been on the land above described often; was one of the witnesses that proved up the claim of said Moreland to pre-empt said land, and know that said Moreland built a log-house on said land, about 16 by 18 feet square, one story high, with board roof, plank floor, one door and one window, and a cellar, and that he fenced about forty acres and broke and put into cultivation about twenty acres of said land; that he raised crops on said land in 1855 and 1856, principally potatoes, from which I have always heard and believe he realized about \$1,200; that he was expelled from said land in the spring of 1856, and did not return to said land until the fall of 1861, and that he still is, and since that time has been, in possession of the same; that the ordinary price for the rent of land in 1856 and 1857 was \$10 per acre, and that for those years the rent of said land was worth \$400, and since that until the fall of 1861, when Moreland returned to said land, it was worth \$100 more—making the whole rent of said premises, exclusive of the water-power, worth \$500; that I have had more than ordinary experience in water-powers, having been raised in a mill, but the power on said

land of Moreland's cannot fail to strike every one who sees it, and who is acquainted with the surrounding country, as being very valuable.

I have read the foregoing affidavit of S. S. Higgins, and although my opinion is not worth so much in such matters as his, yet I think his estimate of the value of the rent of said water-power very reasonable.

GEORGE MAXFIELD.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

Robert Wardlow, being duly sworn, says: I know the land and improvements made by Moreland thereon above described; that they were made by Moreland at the time specified in the foregoing affidavit of George Maxfield, which I have read, and that I know all the facts stated by him in his said affidavit to be true, and I entirely concur with him in his valuation of the rent of said land and premises as he has stated the same in his said affidavit; that we both resided in the neighborhood of said land while said Moreland first occupied and improved said land, and have frequently been on the same and seen said improvements and know their extent, and I did the said breaking on said land, for which he paid me six dollars per acre.

ROBERT WARDLOW.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

MANKATO, 1863.

DEAR SIR: I must trouble you once more in reference to my troubles upon the Winnebago reservation. The last of December I made out proof papers, and made application for damages through the St. Peter land office, according to and under an act of Congress of last summer, for damages on account of my being deprived of the use of my water-power and land on the Winnebago reservation. I suppose the papers are in Washington, and I should have written you long since, but on account of an accident, in which I got my collar bone broken, and I have not been able to write till now, and you will pretty readily see that I can scarcely do it yet. But to the question: I wish you to assist me in the matter, and I hope it will not be delayed beyond this session of Congress. I have not asked for unreasonable damages. I could very easily have proven them much higher, but do not wish in these times to ask high damages, but would like to get what I ask, and be done with the matter. I make such a poor out at writing that I will draw to a close. I hope the Indians will be removed this session.

Yours, very truly,

BASIL MORELAND.

Hon. H. M. RICE.

No. 4.

In the matter of the application and claim of Isaac Andrus, of the county of Blue Earth, Minnesota, to pre-empt the southeast quarter of the southwest quarter and the south half of the southeast quarter of section numbered eleven, (11,) and the southwest quarter of the southwest quarter of section numbered twelve, (12,) in township numbered one hundred and seven (107) north, of range numbered twenty-seven (27) west, in the district of lands subject to sale at Saint Peter, Minnesota; and also for damages under the act of Congress entitled "An act to appropriate the proceeds of the sales of the public lands and to grant pre-emption rights," approved September 4, 1841, and the act of Congress entitled "An act for the relief of pre-emptors on the home reservation of the

Winnebagoes, in the Blue Earth region, in the State of Minnesota," approved July 14, 1862.

I, Isaac Andrus, do solemnly swear that, about the 11th day of August, A. D. 1854, I settled upon the above-described land as a pre-emptor, at which time the Indian title to said land had been extinguished; that I built a dwelling-house on said land about 16 by 28 feet square, with two doors and three windows, with a good cellar; that I built a granary, two good corn-cribs, and other out-buildings and sheds on said land; that I fenced about forty acres of said land, and that I broke and put into cultivation about thirty acres of the same, enclosed a yard and garden, planted fruit trees, shrubbery, &c., and made what is more than usual, a comfortable home for myself and family in a new country; that I and my son, T. F. Andrus, were the first settlers in that part of the country; that in moving to said land I travelled about 150 miles without any marked track, running sometimes by compass and sometimes exploring ahead of my wagons, and that for the first year of my settlement I brought all the provisions for myself and family by wagon from Iowa, about 150 miles distant, over a country without roads, and for the greater portion of the way without settlements; that when I arrived in the country and settled on said land neither provisions nor the usual material for building in a new country could be had, the country at that time being entirely destitute of the same, and that afterwards, up to the fall of 1857, provisions and building material bore enormous prices; that I cannot make anything like a correct estimate of the time and labor performed in making any specific one of the improvements aforesaid, as I had from necessity to work at such things as for the time being were most urgent; that I resided on said land for a period of two years and eight months; that during all that time I was employed with my son, able at the time to do a man's work; that another son also worked about four months, and also went a trip with my team to Iowa for provisions; and that all our labor for that length of time was spent in making said improvements and in cultivating the crops on the same, and in the care of my stock, which was not large; and that, besides, I spent during said time over \$200 for labor on said premises; that being the first settler in the country, my costs and expenses of settlement were necessarily greater than those who came some time afterwards; that I believe that said improvements cost me in money and labor the sum of two thousand dollars, and they were worth that sum at that time, and that said improvements could not have been made under like circumstance for a less price. I cannot now remember the amount of the crops raised by me on said land—that is, I do not remember the specific quantity of each article raised, and I do not think I could make even an approximate estimate thereof; I believe, however, that I raised about \$1,500 of produce, but I believe that about \$500 worth of the same was destroyed or stolen by the Indians, and that I only saved about \$1,000 worth of said crops. That I continued to reside on, improve and cultivate said land until about the 12th day of April, 1857, I was forced to leave said land; that the Winnebago Indians were moved on to said reservation; that the officers of the land office refused to allow any of the settlers on said reservation to pre-empt their land; that a band of said Indians were located near said land; that the agent of said Indians threatened to use force to remove me off of said land, in case I refused to go peaceably. My fields and my property were plundered by the Indians, and it at last became unsafe and imprudent to remain on said land with my family. That before I did leave, all my fencing was burned up, set on fire, as I have good reason to believe, by some of said Indians, or some of the employes of said agent; and that since I did leave, the whole of the improvements, including the dwelling-house, have been burned up and destroyed, much of the valuable timber is destroyed, and said land is to-day of not as much intrinsic value as it was the day I settled it. That I believe the rent of said land for the year 1857 was worth \$500, and that for the years 1858 and 1859

it was worth \$250 per year, and for the years 1860, 1861 and 1862 it was worth \$100 per year, making the total value of said land for the six years since I have been expelled from the same, \$1,300. That I have never abandoned my claim to pre-empt said land, and have always intended, and do still intend, to return to said land and make it my home, in case I am allowed to pre-empt the same, and that I have spent some money and much time in endeavoring to enforce my claim to said land. That at the time I settled said land, and while I resided on and was improving the same, I was a married man and citizen of the United States. That I had never had the benefit of any right of pre-emption under the said act of Congress, approved September 4, 1841. That I was not the owner of three hundred and twenty acres in any State or Territory of the United States, nor did I settle upon and improve said land to sell the same on speculation, but in good faith to appropriate the same to my own exclusive use and benefit. That I had not directly or indirectly made any agreement or contract, in any way or manner, with any person or persons whatsoever, by which the title I might acquire from the government of the United States should inure, either in whole or in part, to any other person except myself. That I do, therefore, claim the right to pre-empt the aforesaid land, and the sum of \$3,300 in damages.

ISAAC ANDRUS.

Subscribed and sworn to before me this 29th day of December,
A. D. 1862.

ABNER TIBBETTS, *Register.*

Parsons K. Johnson, of the county of Blue Earth, Minnesota, being duly sworn, according to law, deposes and says:

I know the above-named claimant, Isaac Andrus. That he settled upon said land in August, 1854. That he built a dwelling-house on said land about 16 by 28 feet square, with cellar, two doors, and three windows; that he built a granary, two corn-cribs, and some other out-buildings; and that he fenced with a good rail fence about forty acres of said land, and broke and put into cultivation about thirty-five acres of the same, and enclosed and cleared a yard garden, &c. That I believe the said improvements could not have been made at the time, and were worth at the time not less than \$2,000; and that the rent of said land, since the spring of 1857, has been worth \$1,300. That I lived in the country, at the time said improvements were being made, about four miles north of the Winnebago reservation, and am well acquainted with the costs and expenses of making improvements in the country at that time. That the said Isaac Andrus was, I believe, the first emigrant into the county of Blue Earth who came the overland route, and that only a few settlers had preceded him by way of the river. That nothing had been raised in the county previous to his emigration to the country, with, possibly, the exception of some few garden patches at Mankato; and that the said Andrus had to haul the provisions for himself and family from Iowa, about 150 miles, through a wilderness country; and that provisions and labor, during all the time he resided on the said land, bore enormous prices. That the said Andrus continued to reside on said land until about April, 1857, when he was forced to leave said land. That I know he did not leave it willingly, and that he stood out for his right to pre-empt said land, and resisted the encroachments of the Indians and the Indian agent for some time after the most of the other settlers on said reservation had left; and I know that he has made repeated, and, perhaps, more persistent efforts to obtain a recognition of his right to pre-empt said land than any of the other settlers on said reservation; and he has always declared his intention to return to said land and make it his home, if he ever succeeded in obtaining a recognition from the government to pre-empt said land.

That I was on said land repeatedly while it was occupied by said Andrus. That I am well acquainted with all the improvements made by him on said land. That a short time previous to his expulsion from said land, and after he had found that he had to leave, B. Y. Coffin, Edwin Howe, and myself went on to said land, at the request of said Andrus, and made a careful examination of said improvements, and that we concurred in the opinion that they were worth at that time the said sum of \$2,000. That shortly after the making of said examination and appraisement the said Andrus left said land, and since that time the said improvements have all been destroyed by fire, including houses, fencing, and every improvement which he had made; that much valuable timber on said land has since been destroyed, and that said land is now of less intrinsic value than it was at the time the said Andrus first settled upon it.

P. K. JOHNSON.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.

A. TIBBETTS, *Register*.

B. Y. Coffin, Edwin Howe, Truman F. Andrus, and William P. Andrus, being duly sworn, according to law, each for himself deposes and says: That he has carefully read and fully understands the foregoing affidavit of Parsons K. Johnson, and that the facts stated by said Johnson in said affidavit are true. That they have read the foregoing affidavit of Isaac Andrus, and have no interest in his claim. That they know said Isaac Andrus, and are well acquainted with said land, which was contained in the lands embraced by the Winnebago treaty of February 27, act of 1855; and believes and is confident that his affidavit in regard to the time of his settlement, and the time he occupied and improved his claim, and the amount of his improvements, and the amount of his own and hired labor, is true and correct. The deponent further deposes and says: That there is no criterion by which he can determine the cost of improvements, for like improvements are seldom made for like cost by the first settlers; that he believes the value of the improvements to be worth the amount stated in the affidavit of the said Isaac Andrus, if the value had not been destroyed by reason of the Winnebago home reservation. That the valuation of time he believes to be reasonable and just, and could not be obtained at that time for that sum under the same circumstances. That the use of the improvements is fully worth the sum estimated in the affidavit of the said Isaac Andrus. That he believes that the value of crops he cannot determine in so precarious a situation as on the Winnebago reservation, as the amount secured was no criterion by which to judge of the amount which was actually raised by the owner. That said claim has been greatly damaged by the destruction of valuable timber, and the house and the whole of the improvements burnt up and wholly destroyed.

T. F. ANDRUS.

W. P. ANDRUS.

B. Y. COFFIN.

EDWIN HOWE.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.

ABNER TIBBETTS, *Register*.

No. 5.

In the matter of the application of John Jones, of the county of Blue Earth, in the State of Minnesota, to pre-empt the west half of the northwest quarter, and the northeast quarter of the northwest quarter, and the northwest quarter of the southwest quarter of section numbered thirty-one, (31,) in township numbered one hundred and eight (108) north, of range twenty-seven (27) west, of

the lands subject to sale at Saint Peter, Minnesota, included in the "home reservation" of the Winnebago tribe of Indians, and for damages under the act of Congress entitled "An act for the relief of pre-emptors on the home reservation of the Winnebagoes, in the Blue Earth region, in the State of Minnesota," approved July 14, 1862; and the act of Congress entitled "An act to appropriate the proceeds of the sales of the public lands, and to grant pre-emption rights," approved September 4, 1841.

I, John Jones, a citizen of the county of Blue Earth, in the State of Minnesota, do solemnly swear that I settled on the above described lands as a pre-emptor, on the 20th day of August, A. D. 1854, at which time the Indian title to said land had been extinguished. That immediately after the said day of my settlement I proceeded to build a dwelling-house on said land, the main part of which is fifteen by twenty feet square, and about fifteen feet high, with a shed fourteen feet wide and the length of the main building. That said house is covered with shingles, with plank floors; three doors and four glass windows. That I was engaged in building said house, and spent about ninety days, and that I paid for the material to build said house about forty dollars; that the whole cost of said house in material and labor was about one hundred and seventy-two $\frac{50}{100}$ dollars, (\$172 50,) and that said house at the time was well worth that sum; that I have broke and fenced about ten (10) acres of said land, and have also built a frame granary sixteen by twenty feet square, with log stable, cattle sheds, &c., for the protection of my stock; that I have employed nearly all of my spare time, with that of members of my family, from tending my crops and taking care of my stock in making said improvements, but that I cannot state precisely how long, or how many days of work I spent in making said improvements, other than the dwelling-house, but, as near as I can estimate, I think I must have spent at least two hundred and fifty days of actual and steady labor in making said improvements, and that in labor and material I estimate that said improvements, without the dwelling-house, has cost me the full sum of two hundred and fifty dollars, and that they are worth that sum; that said house and other improvements have cost me in labor and money the full sum of four hundred and twenty-two $\frac{50}{100}$ dollars, and in case I am not allowed to pre-empt said land, that sum is the amount of my damages sustained by reason of not being allowed to pre-empt said land. But in case I am allowed to pre-empt said land, (although the uncertainty of the tenure by which I have held the same has deterred me from making more extensive improvements, which I could have done at comparatively small cost,) then, and in that case, I abandon all claim to damages; otherwise I claim the said sum of \$422 50.

That my house and improvements are on the extreme northwest forty-acre tract, on said Indian reservation, the dwelling-house being only a few hundred yards from the said northwest corner, and I do not suppose that any, or if any, certainly very few of said Indians, or the agent, are aware that my house and improvements are on said reservation, and I can only account for my being allowed to remain when the other settlers were driven off on that ground—at all events I was allowed to remain on said land, and have occupied and cultivated said land, from the said time of settlement on the same, and am still in such occupation; that in common with other settlers on said reservation, I was refused by the officers of the land office at Winona to pre-empt said land; that I have ever since the date of my settlement continued to claim the right to pre-empt said land, and do still claim the same.

That at the time I settled on, and offered to pre-empt said land, I was a married man, over the age of twenty-one years, and a citizen of the United States; that I was not the owner, nor am I now the owner, of three hundred and twenty acres of land in any State or Territory of the United States; that I had never had the benefit of any right of pre-emption under the above last named act of Congress, nor did I settle upon and improve said lands

as aforesaid, to sell the same on speculation, but in good faith to appropriate the same to my own exclusive use and benefit; that I had not, directly or indirectly, made any agreement or contract in any way or manner with any person or persons whatsoever, by which the title I might acquire from the government of the United States should inure in whole or in part to any other person except myself; that the labor on said land was not all done by me in person, but that a large portion of it was done by members of my family for me.

JOHN JONES.

Sworn and subscribed to before me this 26th day of November, A. D. 1862.
ABNER TIBBETTS, *Register*.

The deposition of William Jones in the foregoing claim of John Jones to pre-empt the west half of northwest quarter, and the northeast quarter of northwest quarter, and the northwest quarter of section 31, township 108 north, range 27 west, and for damages, &c.

The said William Jones being duly sworn, says that he knows the claimant, John Jones, and the improvements on said land; that said John Jones settled on said lands as a pre-emptor, on the 20th day of August, 1854; that affiant is the son of said claimant, and moved on to said land with him; that affiant at that time was nearly a man grown, and has done a large portion of the work in making the improvements, the said claimant, John Jones, being an aged man; that affiant is well and intimately acquainted with the improvements made by said claimant on said land, and the time spent and the cost of the material in making said improvements; that said improvements consist of a dwelling-house fifteen by twenty feet square, and about fifteen feet high, with a shed fourteen feet wide, and the length of the main building, but of hewed logs, shingle roof, plank floors, three doors and four glass windows; that the claimant has broke and fenced with a good fence about ten acres of the land, and has built a frame granary sixteen by twenty feet square, also some log stables, cattle sheds, &c., &c.; that said claimant paid out for material in building said house about forty dollars; that the estimate of ninety days' labor in building said house is a reasonable one, and that the price of \$1 25 per day for that time is a reasonable charge; that at the time the dwelling-house was built, labor, provisions, and every kind of material for building and improving a new place in the Blue Earth valley bore enormous prices; that the estimate of two hundred and fifty days' work in the making of the other improvements is a fair and reasonable estimate; that they were worth, and, affiant believes, cost the said claimant in money and labor the sum of two hundred and fifty dollars; that the price of breaking prairie at the time was from \$5 to \$6 per acre, and the entire value of said improvements amounts to the sum of four hundred and twenty-two dollars and fifty cents, and that the said claimant will be damaged to that amount in case he is not permitted to pre-empt said land, and that the said claimant, John Jones, has resided on said land from the said time of his settlement thereon, and has always continued to claim the right to pre-empt the same.

WILLIAM JONES.

Sworn and subscribed to before me this 26th day of November, A. D. 1862.
ABNER TIBBETTS, *Register*.

The deposition of Griffith Jones in the aforesaid claim of John Jones.

The said Griffith Jones, being duly sworn according to law, deposes and says that he has read the foregoing affidavit of William Jones, and that he personally knows that all the facts therein stated by the said William Jones, as being within his personal knowledge, are true; and that affiant believes the

estimates of time employed, and the expenses incurred in making the improvements on the land, the value of those improvements and the damages to the claimant, in case he is not permitted to pre-empt the said land, are fair, just, and reasonable estimates.

GRIFFITH JONES.

Sworn and subscribed to before me this 26th day of November, A. D. 1863.
ABNER TIBBETTS, *Register*.

No. 6.

In the matter of the claim of Frank Obale, of the county of Blue Earth, in the State of Minnesota, to pre-empt the northeast quarter of the northeast quarter of section numbered thirty-four, (34,) and the north half of the northwest quarter, and the southwest quarter of the northwest quarter of section numbered thirty-five, (35,) in township numbered one hundred and eight (108) north, of range twenty-seven (27) west, of the lands subject to sale at St. Peter, Minnesota, and included in the "home reservation" of the Winnebago tribe of Indians, and for damages under the act of Congress entitled "An act for the relief of pre-emptors on the home reservation of the Winnebagoes, in the Blue Earth region, in the State of Minnesota," approved July 14, 1862, and the act of Congress entitled "An act to appropriate the proceeds of the sales of the public lands and to grant pre-emption rights," approved September 4, 1841.

I, Frank Obale, of the county of Blue Earth, in the State of Minnesota, do solemnly swear that I settled on the above described land, as a pre-emptor, on the 1st day of March, A. D. 1855, at a time when the Indian title thereto was extinguished; that I had made my claim on said land for a pre-emption right, and commenced to make my improvements on the same the previous fall, and occasionally worked at said improvements through the winter, as the weather permitted, until the said 1st day of March, 1855, when I moved on said land with my family, at which time the Indian title to said land had been extinguished; that I built a log dwelling-house on said land 16 by 18 feet square, and about 16 feet high, with door, two glass windows, plank floor, &c.; that I cleared, broke, and fenced about two acres of said land, and raised one crop on the same in the summer of the year 1855, and that I raised in that crop about forty bushels of corn and ninety bushels of potatoes; that I was engaged a considerable time previous to my removal on to said land, and nearly all my time thereafter until I was forced to leave it, in making my said improvements; that, as near as I can now remember and estimate, I spent about ninety days' labor in building said house, and expended about five dollars in money for material to build said house; that at the time I made said improvements labor and material bore very high prices, and that I believe my labor in building said house was well worth two dollars per day, which, with the said sum of five dollars paid out for material as above stated, would amount to the sum of one hundred and eighty dollars, (\$180,) and that I believe said house cost me that sum in money and labor, and that it was well worth that sum; that, as near as I can remember and estimate, I must have spent and been employed in clearing, breaking, making rails, and fencing said two acres of said land, as much as forty days, which, at the sum of two dollars per day, is eighty dollars, and that I believe that sum is not more than the said clearing, breaking rails, and fencing was then worth, which makes the total value of said improvements amount to the sum of two hundred and sixty dollars, (\$260;) that after the time of my removal on to said land with my family, to wit, on the 1st day of March, 1855, I continued to reside on said land, and improve said land until about the 1st day of April, 1856, when I was forced to leave said lands; that after the selection of said lands as a part of the Winnebago reservation of the Winnebagoes, and their

removal on to the same, I, in common with the other settlers on the lands included in said "home reservation," was notified that I must quit my pre-emption claim and leave said reservation; that for a long time I refused to do so; that the agent of said Indians made loud and energetic threats of violence to remove said settlers in case they refused to go peaceably, denouncing said settlers as trespassers on the Indian lands; that the officers of the land office then at Winona refused to allow me or any of the settlers on any of the lands selected for said reservation to perfect our claims of pre-emption. The Indians on the reservation were also taught to regard such settlers as trespassers on their lands, and all the crops growing on the land as their property, and hence, with their imperfect notions of personal rights to property, all kinds of personal property, and even personal life, became insecure on said reservation; and I, in common with the other settlers, finding our rights disregarded by the government officers, and everything for the time apparently against us, was forced to leave said land; that I afterwards prevailed on the agent of said Indians to pay me the sum of eighty-five dollars for my improvements on said lands, which sum was far less than they were then worth, but I was poor and without a home for my family, and my necessities, consequently resulting from my expulsion from said land, would have compelled me to accept even a less sum, had the said agent refused to pay the eighty-five dollars; that I signed a paper presented to me by said Indian agent, which he said was a receipt for the eighty-five dollars as pay for the said improvements; but I am by birth a foreigner, and could not then read English, and spoke the English language imperfectly; and from what I have since heard it may be that the paper so signed by me may be different in its import from a simple receipt for eighty-five dollars as pay for my improvements, and if so I did not so understand it at the time I signed the same, nor did I understand that I was thereby relinquishing any right which I might have to said land, but have always intended to assert my right to pre-empt said land so soon as there was a reasonable prospect of obtaining what I have always believed to be my right in the premises; that, under the pressure of threats of violence and the impossibility of preserving any species of personal property on said reservation lands as aforesaid, I was forced to leave the land above described about the 1st day of April, 1856; that the improvements on said land have gone to decay and been destroyed, and are now nearly worthless; and that the rent of said premises since I was forced to leave said land is of more value than the said eighty-five dollars paid to me by said Indian agent and the present value of said improvements; that, at the time I was thus forced to leave said land, I had never had the benefit of any right of pre-emption under the aforesaid act of Congress, approved September 4, 1841; that, at the time of my settlement on said land, and during the aforesaid time of occupancy of the same by me, and ever since that time, I was not nor am I the owner of three hundred and twenty acres of land in any State or Territory of the United States, nor did I settle upon and improve said land as aforesaid to sell the same on speculation, but in good faith to appropriate the same to my own exclusive use and benefit; that I had not directly or indirectly made any agreement or contract in any way or manner with any person or persons whatsoever, by which the title I expected to acquire from the government of the United States should inure, either in whole or in part, to any other person except myself; that, at the date of my said settlement on said land, I was a married man over the age of twenty-one years, and a citizen of the United States.

I do therefore claim the aforesaid sum of two hundred and sixty-five (\$265) dollars as damages sustained by me by reason of my expulsion from said land, over and above the said sum of eighty-five dollars paid by said Indian agent, and also the right to pre-empt and pay for said land as a pre-emptor under the act of Congress aforesaid, approved September 4, 1841.

The reason why I have not sooner made application in this matter is because I did not until recently know of the existence of said act of 14th July, 1854, and the Indian troubles in the country.

FRANZ OBALE.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

Clemens Kron, of the county of Blue Earth, being duly sworn, says :

I know the above-named claimant, Frank Obale, and the above-named land. That he settled on said land about the 1st of March, 1855, and continued to reside upon and improve said land until about the 1st of April, 1856. That I lived at the time about four miles from the land, and was on said land frequently while the same was occupied by Obale, and I know the improvements made by him. That he built a house on said land, about 16 by 18 feet square and about 16 feet high, and that he cleared, fenced, and broke about two acres of said land. That I know that said house had two glass windows, one door, and plank floor, and was partly covered with shingles ; if I remember rightly, one side of the roof was covered with something else besides shingles. That he raised one crop on said land ; how much I cannot now state, but I remember that part of the land was in corn, and was an extraordinarily good crop. That Obale had worked some on the land before moving his family on it, about March, 1855, and continued to do so until he left it, but I can only make an estimate of the time actually spent by him in the making of the improvements, and I think ninety days a fair estimate of the time necessary to build the house, and that two dollars per day, including the teaming, is a fair estimate for the price of the labor at the time, and that he must at least have spent \$5 for material, and that for the clearing, fencing, &c., of said land forty days is a fair estimate of the time necessary to do it, which, by this estimate, makes all of said improvements cost him about \$265, and that I believe they were worth that sum at the time. That said improvements have gone to decay, and are now of no value, and that the rent of the premises since his expulsion is worth over \$85. That I know the said Obale did not voluntarily leave said land, but was forced to do so, like the other settlers on the same, and that he has always claimed that he had a good right to pre-empt said land, and has always intended to return to the same, if he could ever obtain a recognition of such right of pre-emption.

C. KRON.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

Franz Veigle, of the county of Blue Earth, Minnesota, being sworn, says :

I lived about one-half mile from the claimant Frank Obale, while he occupied the above-described land and improved the same, and know all about such improvements. I have read the above affidavit of Clemens Kron, and of my own personal knowledge know that the improvements were made, and were of the character described by said Kron in his affidavit, and that I entirely concur with him as to the time necessary to make said improvements, the value of such time, the cost and worth of said improvements, and that I know all the facts, as stated by said Kron in said affidavit, to be true.

FRANZ VEIGLE.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

No. 7.

In the matter of the claim of Williston K. Greenwood, of the county of Blue Earth, State of Minnesota, to pre-empt the southwest quarter of the northwest quarter and the southeast quarter of the southwest quarter, and the west half of the southwest quarter of section number seven, (7), in township number one hundred and seven (107) north, of range number twenty-seven (27) west, of the lands subject to sale at Saint Peter, Minnesota, and included in the "home reservation" of the Winnebago tribe of Indians, and for damages under the act of Congress entitled "An act for the relief of pre-emptors on the 'home reservation' of the Winnebagoes, in the Blue Earth region, in the State of Minnesota," approved July 14, 1862, and the act of Congress entitled "An act to appropriate the proceeds of the sales of the public lands and to grant pre-emption rights," approved September 4, 1841.

I, Williston K. Greenwood, of the county of Blue Earth, in the State of Minnesota, do solemnly swear that I settled on the above-described land as a pre-emptor about the 1st day of August, A. D. 1854, at which time the Indian title to said land was extinguished. That I built a hewed log-house 16 by 20 feet square, and about 20 feet high, with two rooms and buttery on the ground floor, with stairs and chamber above, with cellar about 14 by 18 feet square; shingle roof; upper and lower floor of plank; with five glass windows and two doors, with kitchen adjoining to main building, 14 feet square, built of hewn logs, covered with shingle roof; with one window and one door, and good plank floor, the whole daubed and pointed with lime mortar. That I also built a log stable about 14 by 20 feet square, a corn-crib, and some other out-buildings. That I fenced with a good rail fence about forty acres of said land, and broke and put into cultivation about sixteen acres of the same, and raised one crop on the same in the summer of 1855. That, as near as I can now remember and estimate, I spent about six months' labor in building said house, stable, and other buildings. That the time in which I was engaged in putting up said buildings extended over a much longer period of time, and consequently I cannot positively state from recollection the exact number of days which I was employed in erecting said buildings; but from my general recollection, and from my experience and knowledge of improving a new place, I believe the work and labor necessary to erect said buildings could not have been done in less time than that specified. That I used my own team to do all the hauling. That I had to haul the lumber used in the erection of said buildings about twenty miles, and could only procure it by first hauling the logs to the mill and having them sawed on shares, and that my team must have been employed over two months in hauling material for said house and buildings. That in addition to my own labor, or labor hired by me, I paid out about forty dollars for material, such as glass, window sash, doors, door and window frames, nails, locks, &c., &c., used in the erection of said house and other buildings. That at the time said house and other buildings were erected provisions, building material, and labor bore a very high price in that locality. That labor for common laborer's hire was worth from one dollar and twenty-five cents to one dollar and fifty cents per day, and that the price of the hire of a team was worth from three to five dollars per day, and that in labor and money said building cost me at least three hundred and thirty-nine dollars, and that said buildings were at that time well worth that sum. That as near as I can estimate I must have spent about three months in making the rails and fencing said forty acres, and that my team must have been employed about a month in hauling rails, &c.; that said fencing in labor and hauling cost me about one hundred and fifty-one dollars and fifty cents, and that it was worth that sum when done. That the breaking of said sixteen acres cost me six dollars and thirty-three cents per acre, I having hired the same done;

and that all of said improvements, including house and other buildings, fencing, breaking, &c., cost me in money, labor, and use of team, the full sum of five hundred and eighty-six dollars and fifty cents, and that I believe that the said improvements were at the time they were made worth that sum. That in the summer of 1855 I raised about two hundred and fifty bushels of potatoes, which were worth at that time one dollar per bushel; and that I raised about seventy-five bushels of corn, also worth one dollar per bushel. That I ploughed and sowed about two acres in wheat in the spring of the year 1856, and planted a garden, which I left when I was forced to leave said land in the spring of that year, (1856,) and which was worth twenty-five dollars. That I continued to reside on and improve said land until about the 26th day of May, A. D. 1856, when I was forced to leave said land. That the agent of the Winnebago Indians notified me that I must leave. The officers of the land office at Winona refused to allow any of the settlers on said Winnebago reservation to pre-empt the land they had settled, acting, as they alleged, under instructions from the General Land Office at Washington. That the Indians were taught by their agent to regard the settlers on said reservation as trespassers. That, with their imperfect notions of individual rights to property, they soon commenced depredating on the property of the settlers on said reservation, and the agent of said Indians threatened to locate some particular band of the tribe on the land occupied by each of said settlers in case they refused peaceably to leave, and eventually that he would use force if such settlers refused to go without it. That the conduct of the Indians was insolent and threatening to said settlers; and, in the spring of the year 1856, after I had commenced putting in my crop for the year, I found I could not remain on said land with safety either to my property, or with safety to my own person or that of my family. That I had expended nearly all I was then worth in making said improvements. That said Indian agent had made an offer to pay me a sum of money for my improvements if I would leave said land. That when I found that I would be forced to leave said land, I felt that I would be unable to provide for the wants of my family without some ready money, and thus, from the necessities of myself and family, I was forced to go to said agent and accept from him such sum as he chose to give, and to give him such receipt or voucher therefor as he chose to take from me. I cannot now remember what amount I received from said agent, nor the exact purport of the receipt or voucher I gave him; but this receipt or voucher I am informed and believe is on file in the Indian bureau, at Washington, to which I refer the officers investigating this claim, as all I do distinctly remember about it is that it was for a much smaller sum than said improvements were then worth or had cost me. That, under the pressure of the circumstances above stated, I left said land about the 26th day of May, 1856.

That during the years 1856 and 1857 provisions of every kind bore extremely high prices, and house and farm rents were correspondingly high; that for those years the rent of said farm and improvements was worth one hundred dollars per year, and that that price could have been easily had for the same; and that had the improvements on said land been kept from destruction, they were worth the price of fifty dollars per year for the years 1858, 1859, 1860, 1861, and 1862, making the whole value of the rent of said land and improvements since I left them, four hundred and fifty dollars.

That the improvements on said premises since I have left them have been nearly totally destroyed, the floors, doors, windows, &c., have all been carried off and the other buildings have been measurably destroyed, and a great portion of the rails have been carried off or destroyed by fire, and the land in cultivation has been suffered to grow up with weeds, which, with the destruction of timber on said land, renders it of less intrinsic value than before I commenced my improvements on the same. That it has never been my intention to abandon my claim to pre-empt said land, but I have always intended to return to said claim

and assert my right to pre-empt said land whenever I believed there was a chance of obtaining what I have always believed to be my legal right.

That at the time I settled on said land, and while I lived on said land, and at the time I was forced to leave said land, I was the head of a family, over the age of twenty-one years, and a citizen of the United States; that I had never had the benefit of any right of pre-emption under the aforesaid act of Congress, approved September 4, 1841; that I was not the owner of three hundred and twenty acres of land in any State or Territory of the United States; nor did I settle upon and improve said lands to sell the same on speculation, but in good faith to appropriate the same to my exclusive use and benefit; that I had not, directly or indirectly, made any agreement or contract in any way or manner, with any person or persons whatsoever, by which the title I might acquire from the government of the United States should inure, either in whole or in part, to any other person except myself. I do therefore claim the right to pre-empt said land, and do also claim the sum of one thousand sixty-one dollars and fifty cents as damages for my expulsion from said land, less the sum paid to me by the agent of said Indians as aforesaid; that I filed my declaratory statement to pre-empt said land in the land office at Winona, on the — day of — 185 , and would have refiled the same within three months after the 14th of July, 1862, had I known of the existence of said act. But I did not see the notice of the land office officers at St. Peter, notifying claimants to prove up their claims until a short time ago, the Indian troubles on the border having interrupted the mails to a great extent, and thus greatly interrupted the ordinary means of obtaining information.

WILLISTON K. GREENWOOD.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

In the matter of the foregoing claim of Williston K. Greenwood to pre-empt, and for damages.

Charles N. Gilchrist, of the county of Blue Earth, State of Minnesota, of lawful age, being duly sworn deposes and says:

I am well acquainted with the claimant, Williston K. Greenwood, and have known him intimately well for over eight years; that ever since July, 1854, I have resided within about two miles of the land mentioned in the affidavit of said claimant, on the Winnebago home reservation; that the said Williston K. Greenwood settled on said land about the first day of August, 1854; that he built a hewed log-house on said land, the main part of which was about 16 by 20 feet square and about 20 feet high, with two rooms and a buttery below or on the ground floor, and stairs and upper chamber, with cellar about 14 by 18 feet square, upper and lower floor of plank, with, I think, five glass windows and two doors, with a kitchen adjoining or attached to main building 14 feet square, with one window and one door, with plank floor and ceiling, the whole covered by a good shingled roof, and daubed and pointed with lime mortar; that he built a stable of logs, and some other out-buildings and sheds; that he fenced, as near as I can judge, about forty acres with a good rail fence, and broke up, I think, about fifteen or sixteen acres of land; that the said claimant resided on said land until May, 1856, and during all that time was principally engaged in making the said improvements. I know, at least, that he was not engaged in any other regular business than improving and cultivating said land, and that he is an industrious man and worked hard in making the improvements. And I believe that it must have employed the claimant six months' steady labor, (with his team also while hauling material) to build said dwelling-house and other buildings. I know that he had to haul the plank for the house about twenty miles; that at least two months of time necessary to build said house

and other buildings must have been spent with a team in hauling the material to build said house and other buildings; that the claimant had a team of his own, and I personally know that he did haul much of the material for the same, and I never knew or heard of his hiring any of his hauling to make any of his improvements on said land; that I believe he must have paid out as much as forty dollars for material, such as glass and sash for windows, nails, locks, hinges, lime, &c., in building said house and other buildings; that to fence the said forty acres must have taken three months' steady labor, one of which must have been spent with a team.

That at the time the said claimant was engaged in making said improvements, provisions, labor, and building material bore very high prices, it having all been done in the early settlement of the country; that labor was worth at least \$1 25 per day, and the hire of team alone was worth \$2 per day at the least; and I estimate that said house and other buildings must have cost the claimant, in labor of himself and team, and in money for materials, as much as \$339, and I believe they were worth that sum at the time they were made; that to fence the 40 acres must have employed the claimant at least three months, one month of which must have been with his team, and that in labor and use of team said fencing must have cost the claimant \$151 50; and that the breaking of the 16 acres was worth \$96, and I believe the said fencing and breaking was, at the time, worth those sums; that I believe the total value of the labor, &c., done by the claimant on said land in making said improvements was worth at that time the sum of \$586 50; that I believe the rent of said improvements has been worth the sum of \$420 since they were left by the claimant; for the first two years after they were left by the claimant the usual price of rent for land in the neighborhood was \$10 per acre, but since that time the rent of land has not been near so high; that I do not, of my own personal knowledge, know exactly what work was done on said land by the claimant in the spring of 1856; I only know that he left in the latter part of May, 1856, and that he was engaged at work on said place until a few days before he left, and I have no doubt of the fact that Mr. Greenwood did sow two acres of wheat and plant his garden; and if so, it was worth \$25. I know he got none of the crop of 1856, and my principal reason—in fact, my only reason—for believing the specific labor of putting in the wheat and garden in the spring of 1856 is the word of Mr. Greenwood himself, as I only know the general fact that he was at work on the place; but from my intimate knowledge of Mr. Greenwood and his general character, I would place implicit confidence in everything he says; that I know the claimant did not leave said land willingly, but left under circumstances that he did not believe he could resist, and I believe, and did at the time believe, that it would not be prudent for him to remain on the land in defiance of the Indian agent and government authorities, and I know that he has always claimed to have a right to pre-empt said land, and has always expressed his intention to return to said land if he succeeded in establishing his right to the same, and that the improvements on said land have gone to decay.

C. N. GILCHRIST.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register.*

George W. Lamberton, of the county of Blue Earth, Minnesota, of lawful age, being duly sworn according to law, says: That I know the land claimed by Williston K. Greenwood in his foregoing affidavit; that I have read the foregoing affidavit of Charles N. Gilchrist; that I also reside about two miles from the land aforesaid, claimed by Mr. Greenwood, and resided there during the time the land was occupied by him, (Greenwood;) that like Mr. Gilchrist I was frequently on said land while it was occupied by Mr. Greenwood, and since

that our means of knowledge in relation to the settlement and improvements made by Mr. Greenwood are the same, and that the facts stated by Mr. Gilchrist in his said affidavit, to my personal knowledge, are true; and that the estimates and valuations made by him correspond with my own judgment and belief; and that the improvements on said land have gone to destruction or decay since they were left by said claimant.

GEORGE W. LAMBERTON.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.

ABNER TIBBETTS, *Register.*

No. 8.

IN PROBATE COURT.

TERRITORY OF MINNESOTA,

County of Blue Earth, ss:

I hereby certify that application being made by Robert Wardlow, I have appointed him administrator of all the goods, moneys, and effects of David B. Baker, deceased.

[L. s.] Given under my hand and seal this 1st day of January, A. D. 1857.
MINARD MILLS, *Judge of Probate.*

STATE OF MINNESOTA,

County of Blue Earth, ss:

I, David Wilcox, judge of the probate court of Blue Earth county, do hereby certify that the above and foregoing is a true, full, and complete copy and transcript of the letters of administration on the estate, goods, moneys, and effects of David B. Baker, late of the county of Blue Earth, deceased, granted to Robert Wardlow, as the same appears of record in my office; that the bonds of the said Robert Wardlow are also on file in my office, and that he is still acting as such administrator.

In testimony whereof, I have hereunto set my hand, and have affixed the seal of my said office, at Mankato, in said county of Blue Earth, this 27th day of December, A. D. 1862.

DAVID WILCOX,

Judge of Probate of Blue Earth County, Minnesota.

In the matter of the claim of Robert Wardlow, as administrator of the estate of David B. Baker, to pre-empt the northwest quarter of section numbered thirty-three, (33,) in township numbered one hundred and seven (107) north, of range numbered twenty-seven (27) west, in the district of lands subject to sale at St. Peter, Minnesota, and included in the "home reservation" of the Winnebago Indians, under the act of Congress entitled "An act to appropriate the proceeds of the sales of the public lands, and to grant pre-emption rights," approved September 4, 1841, and the act of Congress entitled "An act for the relief of pre-emptors on the home reservation of the Winnebagoes, in the Blue Earth region, in the State of Minnesota," approved July 14, 1862.

I, Robert Wardlow, do solemnly swear that I am the administrator of the estate of David B. Baker, late of the county of Blue Earth, Minnesota. That the said David B. Baker, in his lifetime, to wit, on or about the 10th day of April, A. D. 1855, settled on the above-described lands with the intention and design of pre-empting the same. That he cut and hauled on to the site the logs for a dwelling-house about 16 feet square, and built the walls of said house about 10 feet high, and cut a considerable quantity of rail timber on said lands, and continued to reside on said land, improving the same, until about August, 1855,

when he was forced to leave said land by reason of the removal of the Winnebago Indians on to their reservation, which includes the said land. That I know he did not leave said land willingly, but, like the other settlers on said reserve, he was forced to leave his lands, and that the officers of the land office at Winona refused to allow him to pre-empt said land. That I knew the said David B. Baker well, and was frequently on said land and know the work and labor expended by him on said land, and I believe it would have required and did take the said David B. Baker two months of steady labor to do said work; and that, including the hauling of the house logs, it was worth \$100 to do the same at that time. That he never abandoned his right to pre-empt the land, but always declared his intention to pre-empt and make said lands his home if allowed to do so. That when he settled on said land, and when he was expelled from the same, the said David B. Baker was a single man over the age of 21 years and a citizen of the United States. That, to the best of my knowledge and belief, the said David B. Baker had never had the benefit of any right of pre-emption under the aforesaid act of Congress approved September 4, 1841. That he was not the owner of three hundred and twenty acres of land in any State or Territory of the United States. That he did not settle upon and improve said land to sell the same on speculation, but in good faith to appropriate the same to his own exclusive use and benefit; and that he had not, directly or indirectly, made any agreement or contract in any way or manner, with any person or persons whatsoever, by which the title he might have acquired from the government of the United States should inure, either in whole or in part, to the benefit of any person except himself. That the said David B. Baker died intestate in April, A. D. 1857, and that letters of administration on his estate were afterwards granted to me by the probate court of Blue Earth county, Minnesota, which is evidenced by the copy of the same hereunto attached.

I do therefore claim for said estate the said sum of \$100 as damages, and also the right to pre-empt said land.

ROBERT WARDLOW.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register.*

Noble G. Root, of the county of Blue Earth, of lawful age, being duly sworn according to law, deposes and says: I knew David B. Baker in his lifetime; he died in April, 1857. He settled on the above-described land in April, 1855, as a pre-emptor, and went to work on said land to improve the same, and cut and hauled the logs for a house about 16 by 16 feet square, and put up the logs of the same about 9 feet high, and cut some rail timber on said land. That when the Winnebago Indians were removed on to said lands, he was forbidden by the agent of said Indians to proceed with said improvements, and left the same, contrary to his will, about August, 1855. That he always claimed that he had a right to pre-empt said land, and declared it his intention to return to said land and make it his home if allowed so to do. That I think he did about two months' work on said lands, which was worth \$100. I lived about four miles from the land at the time; was on the place frequently, and know the improvements made by him on said land. He died in April, 1857.

NOBLE G. ROOT.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register.*

Truman Andrus, being duly sworn according to law, says: I knew David B. Baker in his lifetime. I know he settled said land in the spring of 1855. I lived about four miles from said land while he was making his improvements on it, and was on the land frequently. I have read the foregoing affidavit of Noble

G. Root, and believe the facts as stated by him in said affidavit to be true; and I believe the labor performed by said Baker on said land was worth \$100.

TRUMAN F. ANDRUS.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register.*

No. 9.

In the matter of the claim of William P. Coffin to pre-empt the northeast quarter of section numbered five, (5,) in township numbered one hundred and seven (107) north, of range twenty-seven (27) west, of the lands subject to sale at Saint Peter, Minnesota, and included in the home reservation of the Winnebago Indians, and for damages under the act of Congress entitled "An act for the relief of pre-emptors on the home reservation of the Winnebagoes, in the Blue Earth region, and in the State of Minnesota," approved July 14, 1862, and the act of Congress entitled "An act to appropriate the proceeds of the sales of the public lands and to grant pre-emption-rights," approved September 4, 1841.

I, B. Y. Coffin, of the county of Blue Earth and State of Minnesota, do solemnly swear that William P. Coffin settled on the above-described land in the month of March, in the year 1855; that he built a dwelling-house on said land of hewed logs, about 16 by 18 feet square, and about 16 feet high, with shingle roof, hewed pucheon floor, stick chimney with stone jambs, and one door and two windows. That he built a log stable on said land with some other sheds and out-buildings, and fenced and broke about five acres of land. That of the time necessarily employed in making said improvements, their cost and value, I am not so good a judge as either Isaac Andrus or Truman F. Andrus, whose affidavits are hereunto attached; that the said William P. Coffin is my brother, and I have been frequently on said land and knew his circumstances, business arrangements and previous history well; that he was a single man, over the age of twenty-one years, and a citizen of the United States; that I believe when he settled on said land, and when he was forced to leave the same, and while he occupied the same, he had never had the benefit of any right of pre-emption under the aforesaid act of Congress approved September 4, 1841, and was not the owner of three hundred and twenty acres of land in any State or Territory of the United States, nor do I believe that the said William P. Coffin settled upon and improved said land to sell the same on speculation, but I believe he did so in good faith to appropriate the same to his own exclusive use and benefit. Nor do I believe that the said William P. Coffin had, directly or indirectly, made any agreement or contract, in any way or manner, with any person or persons whatsoever, by which the title he expected to acquire from the government of the United States should inure, either in whole or in part, to any other person except himself. That the said William P. Coffin continued to reside upon and improve said land until the spring of the year 1856, when, with the other settlers on said reservation, he was forced to leave said land. That I do not now distinctly remember all the circumstances causing his removal, nor do I remember that I ever heard the agent of said Indians order him to leave; perhaps all I do know about the settlers being forced to leave by said agent is from hearsay, but it was a matter much talked of at the time, and created much excitement and ill feeling, and it was generally understood, at the time, that if the settlers did not leave peaceably, they would be forced to do so; and I know that the said William P. Coffin left said land with the utmost reluctance, and after he had been refused permission at the land office to pre-empt the land, and he felt that he could remain on it no longer with safety; and that he has never since abandoned his claim to

said land, but has always asserted his right to pre-empt the same, and has always intended to make it his home if allowed to do so. That he has been absent for some time in Indiana. That when he left he left said claim in my charge. That the late Indian troubles in the country have for a long time interrupted the business of the country. That I did not see the notice in reference to the claimants on said reservation published by the officers of the land office at Saint Peter, until a few weeks ago, when I employed Messrs Thornton and Cleveland, attorneys-at-law, of Mankato, Minnesota, and informed them that it would not be in the power of the said William P. Coffin to appear personally at Saint Peter, to prosecute this claim before the 30th day of December, 1862, and that I am informed by said attorneys that they did, and I believe they did several days ago, and as soon as they were able to collect the necessary information, prepare and send by mail, directed to him at his usual post office in Indiana, an affidavit to be sworn to by him, and returned immediately to them, and that they have not received such affidavit or heard from said William P. Coffin since. I therefore, as the agent of the said William P. Coffin, ask to be allowed to prove up said claims by the necessary witnesses, without his personal affidavit in the matter.

BARTLETT Y. COFFIN.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

In the matter of the claim of William P. Coffin to pre-empt the northeast quarter of section 5, in township 107 north, of range 27 west, of the lands subject to sale at Saint Peter, Minnesota, and for damages.

Isaac Andrus, of the county of Blue Earth, State of Minnesota, being duly sworn according to law, deposes and says: That I know the claimant, William P. Coffin; that he settled on the above-described land about March, 1855, as a pre-emptor; that he built a house on said land of hewed logs, about 16 by 18 feet square, one story high, covered with shingles, with a hewed puncheon floor, stick chimney with stone fireplace, and, I think, one door and two windows; that he also built a log stable, some cattle-sheds, &c., and that he broke and fenced about five acres of land, and that it took about 4,000 rails to make said fence; that the said William P. Coffin continued to reside on said land until the spring of the year 1856, and raised one crop on the raw sod; that it must have required three months of steady and diligent labor to erect said house, stable &c., and that, including the portion of that time he must necessarily have been employed with his team, the labor was worth \$2 per day; and that he must have spent in money for materials, such as doors, windows, nails, locks, hinges, &c., as much as \$20, which would make the said buildings cost him one hundred and fifty-six dollars; that it was worth \$40 per thousand to make, haul, and put up said rails; and the breaking of the five acres was worth \$6 per acre, which would make the whole cost of the improvements made by said Coffin on said land cost him, in money and labor, the sum of three hundred and forty-six dollars; and that I believe said improvements were well worth that sum; that the rent of said land was worth \$10 per acre for the years 1856 and 1857, and that since that time the rent of said premises have been worth \$20 per year, making the whole value of the rent of said premises since they were left by said claimant amount to two hundred dollars; that since the said premises have been left by the said claimant the improvements have been occasionally occupied by some members of the Winnebago Indians, but have gone to decay, and I cannot say that they are now of any intrinsic value; that at the time said improvements were made, labor, materials for building, and provisions bore extremely high prices, and improvements of every kind cost large prices. I resided during the time said improvements were being

made within about three miles of the land. I think I was the first settler in that neighborhood, and Mr. Coffin was among my first neighbors. I was frequently on the land, and was as well acquainted with the improvements as men are ordinarily acquainted with their neighbors' improvements.

That I know the claimant did not leave said land voluntarily, but was forced to leave the same on account of the location of the Winnebago Indians on said land; that at first the said Coffin, in common with the other settlers on the lands of the Winnebago reservation, refused to leave his claim until forced to do so by the refusal of the officers of the land office to allow the settlers of those lands to pre-empt, the action of the agent of the Indians, and the conduct of the Indians themselves, which was such as to compel said settlers to leave, with, perhaps, two exceptions—that of Mr. John Jones and Mr. Barney Simmons; that the said Coffin was a single man over 18 years of age, a citizen of the United States, and I do not believe had ever had the benefit of any right of pre-emption under the laws of the United States at the time when he settled upon and at the time he left said land, and that the Indian title to said land had been extinguished when he settled on the same; that I have settled twice in a new country—once in Wisconsin and once in Blue Earth county, Minnesota—and know from experience the worth and costs of improvements in a new country.

ISAAC ANDRUS.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.

ABNER TIBBETTS, *Register*.

Truman F. Andrus, of the county of Blue Earth, Minnesota, being of lawful age, deposes and says: I have read the foregoing affidavit of Isaac Andrus, and I know all the facts which are therein stated by him as being within his own knowledge, to be true; that I resided about two and a half miles from the said land so settled by the said William P. Coffin, and my opportunity for knowing, and my actual knowledge of said improvements, were the same as that stated by Mr. Andrus; that I believe the estimate of time necessary to make said improvements and their value are justly and fairly made by Mr. Andrus, and my judgment in relation to that matter corresponds entirely with that of Mr. Andrus, as stated in said affidavit; and that with Mr. Andrus I believe that the said Coffin had a good right of pre-emption up to the time of his expulsion from said land. I was well acquainted with him and several of his relatives and friends. He is a truthful and reliable man, and had there been any legal obstacle in the way of his being entitled to a pre-emption, I think I would have heard it; and although I am not a lawyer, I, in common with most of the settlers of a new country, know what was requisite to entitle a settler to a right of pre-emption.

TRUMAN F. ANDRUS.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.

ABNER TIBBETTS, *Register*.

No. 10.

In the matter of the claim of George W. Cummings, of Blue Earth county, in the State of Minnesota, to pre-empt the west half of the northeast quarter, and the northeast quarter of the northwest quarter, of section numbered seven, and the southeast quarter of the southwest quarter of section numbered six (6) in township numbered one hundred and seven (107) north, of range numbered twenty-seven west, of the lands subject to sale at St. Peter, Minnesota, included in the "home reservation" of the Winnebago tribe of Indians, and for damages under the act of Congress entitled "An act for the relief of pre-emptors on the home reservation of the Winnebagoes, in the Blue Earth region, in the State of Minnesota," approved July 14, 1862, and the act of Congress

entitled "An act to appropriate the proceeds of the sales of the public lands and to grant pre-emption rights," approved September 4, 1841.

I, George W. Cummings, a citizen of the county of Blue Earth, in the State of Minnesota, and now an orderly sergeant in company A, of the second (2d) regiment United States sharpshooters, in the military service of the United States of America, at present being detailed for service in the United States military hospital at Mount Pleasant, in the District of Columbia, and being now employed and engaged in the said detail duty in said military hospital, do solemnly swear that I settled upon the above-described tract of land, as pre-emptor, about the 15th day of June, A. D. 1854, at which time the Indian title to said land had been extinguished; that I immediately proceeded to build a hewed log-house on said land, 16 by 20 feet square and about 18 feet high, with plank floor, shingled roof, and stone chimney, one door and two windows; that as near as I can now remember and estimate, I spent about fifty days' labor in building said dwelling-house, and paid out for material, hauling, &c., about twenty-five dollars; that at the time I built said dwelling-house, labor and building material bore enormous prices in the Blue Earth valley, and that labor was then well worth one dollar and twenty-five cents per day, and that, by this estimate, said house and material cost me the sum of eighty-seven dollars and fifty cents, and I believe it was well worth that sum; that I broke about an acre and fenced about one hundred acres of said land, and made some additional rails on said land; that as near as I can now remember and estimate, I must have spent about ninety days in making these other improvements, and they must have cost me in labor the sum of one hundred dollars; that no crop of any value worth naming was ever raised by me on said land; that I moved on to said land with my family at the time of my settlement aforesaid, to wit, about the 15th day of June, A. D. 1854, and continued to reside upon and improve said land from that date until the spring of the year 1855—after said lands had been selected and set apart for the use of the Winnebago Indians, as a part of their home reservation, under their treaty with the United States of the 27th February, A. D. 1855; that the plats of the survey of said lands had not been returned and filed in the land office then at Winona, at the said date of my settlement; that the plats and field-notes of said land were not returned to the land office at Winona until some time in the early part of the year 1855; that within three months after the said plats and surveys were returned to the land office at Winona, I filed my declaratory statement to pre-empt said land, to wit, on or about the 10th day of September, A. D. 1855; but that the officers of said land office refused (as they alleged, under instructions from the department) to allow me to pre-empt said land; that I, in common with the other settlers on said Indian reservation, was notified and required to leave said land, and was threatened to be ejected by force by the agent of said Indian tribe; and that the depredations by the Indians on the property of the settlers on said reservation was almost of daily occurrence. It became impossible for said settlers to remain with safety either to their property or their persons, and that in the year 1855, to wit, about the 20th day of June, 1855, I was thus forced to leave the said land and remove my family therefrom, and that by such forced removal I was damaged to the amount of three thousand dollars; that at the time of my settlement the country was settling up very fast. The country was entirely new, and labor, provisions, and everything necessary to make a settlement and improvements, bore almost fabulous prices; and so fast had the country settled, that when I was forced to abandon my said claim, after enduring all the expenses, hardships, and privations of a new country, no claim near to water navigation, in that region of the country, could be had that was worth the government price, and I found myself reduced to the necessity of buying second-handed, or go back a long distance from water navigation to get anything like a good piece of land for a home, and I have always claimed the right to pre-empt, and have intended to make said

land my home, if permitted to do so; that since I have left said land, the house and improvements made thereon by me have been entirely destroyed. I think the house was removed by some one, perhaps under the authority or license of the agent of said Indians, and the other improvements destroyed by the prairie fires; at least, by whatever means, said house and improvements are entirely gone, and said land now lies in a state of nature; that at the time I was thus forced to leave said lands, I had never had the benefit of any right of pre-emption under the aforesaid act of Congress, approved September 4, 1841; that at the time of my said settlement, and during the time I occupied the same and resided thereon with my family, I was not the owner of three hundred and twenty acres of land in any State or Territory of the United States, nor did I settle upon or improve said lands as aforesaid to sell the same on speculation, but in good faith to appropriate the same to my own exclusive use and benefit; that I had not, directly or indirectly, made any agreement or contract, in any way or manner, with any person or persons whatsoever, by which the title I expected to acquire from the government of the United States should inure, either in whole or in part, to any person except myself; that at the date of my settlement on said land I was a married man, and am still a married man, the head of a family, over the age of twenty-one years, and a citizen of the United States; that at the time I was forced to leave said land it was very valuable, and was worth, and could, I believe, have been sold for, the sum of three thousand dollars, had I been allowed first to pre-empt and pay for my land; and I estimate my damages at that sum, (less the government price, \$200,) as herein above stated; but in case I am still allowed to pre-empt said land, then I am content with the sum of one hundred and eighty-seven dollars and fifty cents, the value of the house and improvements as above stated. I do, therefore, herewith submit my proofs of settlement, improvements, expulsion, and damages, and ask for an allowance of damages for the value of the house and improvements, and to be allowed to pre-empt said land; but in case I am not allowed to pre-empt and pay for said land, then I ask for the full sum of three thousand dollars, as above stated, as damages. And inasmuch as it is inconsistent with my military duties to appear before the officers of the land office at St. Peter in person, to make my affidavit before them, I do, therefore, request that this my affidavit, made before Nicholas Callan, a notary public in and for the District of Columbia, in the United States of America, be taken and received in the place and stead of an affidavit made in person before the officers of said land office, and that Messrs. Thornton & Cleaveland, of Mankato, Minnesota, my attorneys, be permitted to produce my witnesses before the officers of said land office, to establish my right both to pre-empt said land and for damages.

GEORGE W. CUMMINGS. [SEAL.]

N. CALLAN,
NICHOLAS CALLAN, JR.,
Witnesses.

UNITED STATES OF AMERICA,
District of Columbia, ss:

Before me, Nicholas Callan, a notary public in and for the District of Columbia, personally came George W. Cummings and subscribed the above and foregoing affidavit in my presence; and being by me duly sworn according to law, deposes and swears that the matters and things therein contained are true, as he verily believes.

[SEAL] Witness my hand and seal of office, at the city of Washington, this the 20th day of December, A. D. 1862.

N. CALLAN,
Notary Public.

In the matter of the claim of George W. Cummings, hereunto attached, George Maxfield, being duly sworn according to law, deposes and says: I know the claimant, George W. Cummings; that he settled upon the west half of the northeast quarter and the northeast quarter of the northwest quarter of section seven, and the southeast quarter of the southwest quarter of section six, in township 107 north, range twenty-seven west, in the St. Peter land district, as a pre-emptor, in the spring or early part of the summer of the year 1854; that he built a hewn log house on said land about 16 by 20 feet square and about 18 feet high, with plank floor, shingle roof, and stone chimney, one door and two windows; that it must have taken him two or three months' steady labor to build the same, and that he must have paid out \$25 or \$30 for material to build said house; that he fenced about one hundred acres of said land and broke about one acre of the same, and that it must have taken him one hundred days' labor to do the same; that the value and cost to him of all the improvements made on said land, (\$187 50,) as estimated by him, is a very low one, and I think he could not have done it within the time and for that price; but inasmuch as that sum is all he claims for said improvements, I fix their value at that sum; that all the improvements made by said Cummings are now destroyed or carried away, and said land now lies in a state of nature; that said Cummings continued to reside on said land until about June, 1855, when he was forced to leave said land on account of the location of the Winnebagoes on said reservation, which includes said land; that the said land is a very valuable farming claim, and could have been sold by said Cummings, could he have got a title to the same, for \$1,500 or \$2,000; that he left said land very reluctantly, and that his expulsion from said land resulted very disastrously to him, as it was the means of ruining him financially and destroying his prospects, and, what he always regarded it, his just right to have said land for a home for himself and family; that he always claimed a right to pre-empt the land, and always intended to return to it if allowed to do so; that I lived in the neighborhood while he lived on the land and was making said improvements, and was frequently on the premises, and had a good opportunity to know all of said improvements. He is now a soldier in the second regiment United States sharpshooters.

GEORGE MAXFIELD.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

W. K. Greenwood, being duly sworn, says: I have read the foregoing affidavit of George Maxfield, and I know that his statements as to the settlement of said land by George W. Cummings, his improvements on the same, the time necessary to make the same, their costs and value, are true as the same is therein stated by the said Maxfield; that said Cummings left said land in the summer of 1855, and that he did not leave the same willingly; that I lived only about three-fourths of a mile from said house, and was frequently on the place, and know all the improvements on the same.

W. K. GREENWOOD.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

No. 11.

In the matter of the claim of Joel Cloud to pre-empt the southeast quarter of section numbered five, (5,) in township one hundred and seven (107) north, of range twenty-seven (27) west, of the lands subject to sale at St. Peter, Minnesota, and included in the home reservation of the Winnebago Indians; and also for damages, under the act of Congress entitled "An act to appropriate the proceeds of the sales of the public lands and to grant pre-emption rights," approved

September 4, 1841, and the act of Congress entitled "An act for the relief of pre-emptors on the home reservation of the Winnebagoes, in the Blue Earth region, in the State of Minnesota," approved July 14, 1862.

B. Y. Coffin, of the county of Blue Earth, Minnesota, of lawful age, being duly sworn according to law, deposes and says: I am the uncle of the above-named claimant, Joel Cloud, and have always been well acquainted with him and his business matters. That he settled on the above-described land as a pre-emptor about March, A. D. 1855, at which time the Indian title to said land had been extinguished. That he was then a single man over the age of twenty-one years, and a citizen of the United States. That he built a log-house on said land about 14 by 16 feet square, covered with plank and with a hewed puncheon floor, with one door and two windows. That said house was built on the edge of the timber, and that he cleared and fenced around it a yard and garden of about one-half an acre, and built some cattle sheds, &c., and that he broke and fenced about five acres of prairie on said land, and raised one crop on the same. That he continued to reside on said land and to improve the same until some time after the removal of said Indians on to the reservation in the spring of 1856. That I am not so good a judge of the time necessary to make said improvements, of their cost and their value, as Isaac Andrus or Truman F. Andrus, whose affidavits are hereunto attached. My occupation being that of a minister of the Gospel, I have not had so good an opportunity of learning by experience what the costs and labor of making improvements in a new country are as they. But like the most of the new settlers, I understand what is essential to legally entitle a settler to the benefit of the right of pre-emption under the said act of September 4, 1841, and I believe that the said Joel Cloud was entitled to all the benefits of that act, for, from my intimate relations with him, I feel very sure that had any disability existed in that respect I would have known or heard of it, which I did not. I am very certain that when he settled said land, and when he was forced to leave the same, he had never had any benefit of the right of pre-emption under the aforesaid act of Congress of September 4, 1841; that he was not the owner of three hundred and twenty acres of land in any State or Territory of the United States; that he did not settle upon said land and improve the same to sell on speculation, but in good faith to appropriate the same to his own exclusive use and benefit; that he had not, directly or indirectly, made any contract or agreement, in any way or manner, with any person or persons whatsoever, by which the title he might acquire to said land from the government of the United States should inure to the benefit of any person, either in whole or in part, except himself. That the said Joel Cloud is now a private soldier in the 24th regiment of Indiana volunteers, now in the service of the United States, and, I think, in the army of the Mississippi. That I am his agent to prosecute and attend to said claims, and authorized to employ counsel to aid in such prosecution for him. That I did not know of the time in which the proofs in this claim were made until recently, the Indian troubles in this country having for a long time almost suspended business of every kind. That I employed Messrs. Thornton & Cleaveland, of Mankato, to assist in the prosecution of this claim, and informed them of the necessary facts in the case to enable them to prepare the affidavit of said claimant in this matter. That I am informed by them, and believe, that they did prepare such affidavit, and send the same by mail to the said Joel Cloud, directed to Cairo, Illinois, but that there was barely time to have the same returned at this time, if there was no delay in the mail, and that such affidavit is not returned. I therefore ask that the said Thornton & Cleaveland be allowed to produce the witnesses and make the necessary proofs to establish said claim, and that the same be allowed. I would also further state that I know that the said Joel Cloud did not voluntarily leave said land, and has always claimed the right and declared his intention to return to the land if ever allowed to pre-empt the same,

but that he was forced to do so by the refusal of the land officers to allow him to pre-empt said land, and on the threats and conduct of the agent of the Winnebagoes, and of the Indians themselves. I know from report, and I believe, that said claimant and the agent, a short time previous to his removal from said land, had a difficulty about the matter, which came very near resulting in fatal consequences, and that the conduct of the agent was very insolent and threatening. I believed at the time that it would have been highly imprudent for him to have staid longer on said land. And I further know that since his expulsion from said land the said Cloud has always claimed his right to pre-empt said land, and still claims the same.

BARTLETT Y. COFFIN.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

Isaac Andrus, of the county of Blue Earth, Minnesota, of lawful age, being duly sworn, says:

I know the above-named claimant, and at the time of his settlement, and while he resided on the above-described land, I resided within about three miles of the same; have been on said land frequently, and know that the claimant built the house and made the other improvements on the land as described in the foregoing affidavit of B. Y. Coffin, which I have read; that the description of the character of the improvements in said affidavit is correct; that I have settled in two new countries, and know all the expenses, labor, and hardships incident to the settlement of a new country from actual experience, and that the said Cloud continued to occupy and improve said land until some time after the removal of the Indians on to said reserve; that to build the house, clear and fence the yard and garden, must have necessarily employed him in steady labor about two months; that he must have necessarily expended in money for material at least \$30; that at the time this labor was performed, including the hauling, the labor was worth \$2 per day, and that said house, &c., must cost in money and labor one hundred and thirty-eight dollars; that it must have taken about 4,000 rails to build the fence around the said five acres, and that it was worth \$40 per thousand to make, haul, and put up said rails. I know of larger prices being paid at the time, and that it was worth \$6 per acre to break said lands, so that the whole of said improvements must have cost the said Cloud, in money and labor, about \$288, and I believe said improvements were well worth that sum. That the improvements on said lands have measurably been destroyed, but that had they been preserved from destruction, the rent of said premises would have been worth \$50 per year for the years 1856 and 1857, as the common price of land for rent was \$10 per acre for those years; and I believe the said premises would have been worth \$20 per year since that time, making the total value of the rents amount to \$200; that I know the said Cloud did not leave said land voluntarily, but was forced to do so by the agent of the Winnebagoes and the conduct of the Indians, and the refusal at the land office to allow him to pre-empt said lands.

ISAAC ANDRUS.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

Cornelius Van Nice, of the county of Faribault, Minnesota, of lawful age, being duly sworn according to law, says:

I know the claimant, Joel Cloud, and lived about two and one-half miles from said lands while the same was being improved by the said Joel Cloud; that I have read the foregoing affidavits of Rev. B. Y. Coffin and Isaac Andrus;

that I personally knew all the facts in relation to the settlement and improvement of said land by said Cloud, as they are stated by the said Isaac Andrus, to be true; and that I entirely concur with him in his estimate of the time the said Cloud was employed in making said improvements, of the value of such time, of the sum necessarily expended for material, &c.; of the value of the improvements, and the value of the rent of said premises since the expulsion of said Cloud from said lands.

TRUMAN F. ANDRUS.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register.*

No. 12.

In the matter of the claim of Oliver J. Roe to pre-empt the southeast quarter of the northeast quarter, and the east half of the southeast quarter of section numbered seven, (7,) and the southwest quarter of the southwest quarter of section numbered eight, (8,) in township numbered one hundred and seven (107) north, of range twenty-seven (27) west, of the lands subject to sale at Saint Peter, Minnesota, and included in the home reservation of the Winnebago Indians, and for damages under the act of Congress entitled "An act to appropriate the proceeds of the sales of the public lands and to grant pre-emption rights," approved September 4, 1841, and an act of Congress, entitled "An act for the relief of pre-emptors on the home reservation of the Winnebagoes, in the Blue Earth region, in the State of Minnesota," approved July 14, 1862.

I, Basil Moreland, of the county of Blue Earth, State of Minnesota, do solemnly swear that I am intimately acquainted with the above-named applicant, Oliver J. Roe, and have known him for the last eight years; that he is now a private in the 1st regiment of Minnesota volunteers, now in the service of the United States in the army of the Potomac; that I am the agent of the above-named Oliver J. Roe to attend to the prosecution of said claim, and to employ legal counsel to aid in said prosecution; that I believe the said Roe knows nothing of the provisions of the act of Congress approved July 14, 1862, aforesaid, except what he may have learned from my letters to him, and that I do not believe he is aware that his personal affidavit in the premises would be required; that some time since I employed Messrs. Thornton & Cleaveland, of Mankato, to prosecute said claims, and gave them the necessary information in regard to said claim to enable them to prepare such affidavit; that I have heard that said Roe had been sent to the hospital in New York, but do not know whether it was true or not; that I am informed by said Thornton & Cleaveland, and believe, that they prepared duplicate affidavits in the premises, and caused one of them to be sent by mail to said Roe to the care of the colonel of said regiment, and the other directed to him at New York, and that they have not yet heard from the same; that the said Roe settled upon said land as a pre-emptor about April, 1854, and built a hewed log-house on the same about 16 by 18 feet square, and covered the same with shingles, made a plank floor to the same, with one door and two windows, the said house being one story high, and that he fenced and broke about one-half acre; that I lived about one-half mile from the said Roe while he lived upon and improved the said land; that he settled on the same as a pre-emptor, and that the Indian title to said land was extinguished at that time, and that he lived upon, occupied, and continued to improve said land until some time after the removal of the Winnebagoes on to said reservation, when, with the other settlers on said reservation—say about May, 1856—he was forced to leave said land; that I had a good opportunity of knowing the character and cost of said improvements on said land, being frequently on the land at the time they were being made and afterwards; that I think it would have taken about three months' steady labor to build said house; and although the time in which the said Roe was engaged in making said build-

ings extended over a much greater period of time, yet I think three months' steady labor would have made said improvements; and that said labor, including the necessary teaming, was worth two dollars per day; and that said Roe must necessarily have spent about \$20 for windows, locks, hinges, nails, lumber, &c., in the building of said house, making the total value of said house \$176, and I think that sum a fair price for said improvements. That all of said improvements are destroyed by fire, and the said land now lies in a state of nature; that said Roe continued to reside on said land until about the spring 1856, when he, in common with the other settlers on said land, was forced to leave the same; that he was refused permission at the land office to enter the land; that I know he did not leave said land willingly, and I also know that he has always claimed that he had a good right to pre-empt said land, and has always said he would return to it if ever allowed to do so. That at the time he settled on said land, and when he left the same, he was a single man over the age of 21 years, and a citizen of the United States; that the settlers generally understood what was necessary to entitle a settler to the right of pre-emption under the act of September 4, 1841; and although I am not a lawyer by profession, yet circumstances led me, perhaps, to become better informed as to the effects and provisions of that law than the majority of the settlers, and I believe that many of my neighbors so regarded me. That I have often talked with said Roe about his said claim, and I knew his business matters intimately well, and that I have no doubt but what he was entitled by law to pre-empt said land at the time he was expelled from it. That from my relations with him and his friends I believe I would have heard it either from him or his friends had any impediment existed to deprive him of such right of pre-emption; that I believe he had never had the benefit of any right of pre-emption under the aforesaid act of Congress approved September 4, 1841; that he was not the owner, or ever had been, of three hundred and twenty acres of land in any State or Territory of the United States, nor did he settle on and improve said land to sell the same on speculation, but in good faith to appropriate the same to his own exclusive use and benefit; that he had not, directly or indirectly, made any contract or agreement, in any way or manner, with any person or persons whatsoever, by which the title he might acquire from the government of the United States should inure, either in whole or in part, to any other person except himself. I believe from the fact that had it not been so, I feel sure that I must have heard it, which I never did; but, on the contrary, have always understood from Roe and his acquaintances that such was the fact. I do therefore ask that the proof of his said claim be allowed to be made, and that he be allowed to pre-empt said land and have his damages as aforesaid.

BASIL MORELAND.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.

ABNER TIBBETTS, *Register.*

Robert Wardlow, of the county of Blue Earth, State of Minnesota, being duly sworn according to law, deposes and says:

I know the above-named claimant, Oliver J. Roe. That I have read the foregoing affidavit of Basil Moreland, and know the facts of the settlement and improvements made on said land by said Roe as therein stated by said Moreland to be true. That I concur with him as to the time necessary to make said improvements, their cost, and worth. That I resided about twelve miles from said improvements on said land so made by said Roe. That I have been frequently on the premises, and from experience know the costs and the hardships of settling a new place at that time, and that I believe all the facts stated by said Moreland on his belief to be true, my means of knowing the same

being about that of said Moreland's. And I also know that said Roe did not leave said land willingly, and that he has always claimed the right to pre-empt the same.

ROBERT WARDLOW.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

No. 13.

In the matter of the claim of John N. Dodgson to pre-empt the southeast quarter of section numbered twenty-eight, in township number one hundred and seven north, of range number twenty-seven west, in the Saint Peter land district, and included in the home reservation of the Winnebago Indians under the act of Congress entitled "An act to appropriate the proceeds of the sales of the public lands and to grant pre-emption rights," approved, September 4, 1862, and the act of Congress entitled "An act for the relief of pre-emptors on the home reservation of the Winnebagoes, in the Blue Earth region, in the State of Minnesota," approved July 14, 1862.

I, Robert Wardlow, of the county of Blue Earth, in the State of Minnesota, do solemnly swear that I am the agent of the said John N. Dodgson to prosecute said claim, as evidenced by the annexed power of attorney. That the said John N. Dodgson has been residing in the northwest part of the State of Minnesota for the last two or three years, engaged in trapping, where I have frequently corresponded with him in relation to said claim, his usual post office being either St. Cloud or Breckinridge, his directions being to write to both places, which I have always done. That he was in that region of country at the late Indian outbreak on the western border of the State, and that I greatly fear and I believe has fallen a victim to the Sioux Indians. That I have repeatedly written to him within the last three months but have received no answer, and that in said letters I informed him that it was necessary for him to make his filing and personal affidavit in this matter previous to the 30th day of December, A. D. 1862, and that I do not believe he has ever received any of my said letters; and in view of these facts, I make this affidavit as his agent and attorney.

That the said John N. Dodgson settled on said land as a pre-emptor about the 10th of April, 1855. That he cut a set of house logs and hauled them into the site and put up said house, some 9 or 10 feet high, and cut a considerable amount of rail timber on said land, but exactly how much I do not know, nor have I been able to certainly learn how much. That he continued to occupy and improve said land, until after the removal of the Winnebagoes into said reservation, and left the same about August, 1855. That I know he did not willingly leave said land, but was compelled to do so by the agent of said Indians, as the other settlers on said reservation also were compelled to do. That I have frequently been, and while said Dodgson was at work, on said land and had a good opportunity of knowing said improvements. That he has always claimed his right to pre-empt the land, and has always said he intended to return to it as soon as he could do so. That the Indian title to said land was extinguished at the time he settled on the same. That he was a single man, over the age of 21 years, and a citizen of the United States. That, to the best of my knowledge and belief, the said John N. Dodgson, when he settled on said land, and when he was forced to leave the same, had never had any benefit of the right of pre-emption under the aforesaid act of Congress, entitled "An act to appropriate the proceeds of the sales of the public lands and to grant pre-emption rights," approved September 4, 1841. That he was not the owner of three hundred and twenty acres of land in any State or Territory of the United States. That he did not settle upon and improve said tract of land on speculation, but in good faith to appropriate it to his own exclusive use and benefit; and that he has not, directly or indirectly, made any agreement or contract, in any way or manner,

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with any person or persons whatsoever, by which the title he might have acquired from the government of the United States should inure, either in whole or in part, to any person except himself. That it must have required about two months' steady labor for the said Dodgson to perform the said labor on said land, and that I believe that, including the hauling for said house, said labor was worth \$100. I do therefore claim said sum for the said John N. Dodgson as his damages for his expulsion from said land, and also that he, or in case he is dead, that his administrator, be allowed to pre-empt said land. I know that previous to his expulsion he had been refused permission to pre-empt said land, and that since his expulsion from said lands that the said Dodgson has constantly and persistently refused to make any other claim of pre-emption, even when urged to do so by his friends, claiming all the time that his right to pre-empt said land was good, and that he intended to make it his home if ever allowed by the government to do so.

ROBERT WARDLOW.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

Noble G. Root, of the county of Blue Earth, Minnesota, being duly sworn according to law, says: I know the claimant, John Dodgson. I know that he settled on the above-described land in April, 1855, as a pre-emptor. That he went to work on said land and cut and hauled the logs for a house sixteen by sixteen feet square, and cut a lot of rail timber. I think he must have spent about two months' work on said land; that he also partly built a house. That when the Winnebago Indians were removed on to said reservation he, in common with the other settlers, was forced to leave the same. I resided about four and a half miles from said land while he made his said improvements, and was frequently on the premises, and know the labor performed by him. I think the work done by him on the premises was worth one hundred dollars at the time.

NOBLE G. ROOT.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

Truman Andrus, of the county of Blue Earth, being duly sworn, says: I know the claimant, John Dodgson, and resided about — miles from said land while he was at work upon it, and have frequently been on the premises, and know the work done thereon by him. I have read the foregoing affidavit of Noble G. Root, and know that the facts as stated by him in said affidavit are true.

TRUMAN F. ANDRUS.

Subscribed and sworn to before me this 29th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

Know all men by these presents that I, John N. Dodgson, of the county of Jackson and State of Minnesota, have made, constituted, and appointed, and by these presents do constitute and appoint, Robert Wardlow, of the county of Blue Earth and State of Minnesota, my true and lawful attorney, for me and in my name, and stead, and place, to act in collecting any and all claims that I have against the Winnebago Indians; and I hereby give and grant unto my attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as I might or could do if personally present with full power of substitution and revocation, hereby ratifying and confirming all his acts that my said attorney may do or cause to be done by virtue thereof.

[SEAL.] I give the above fully and without revocation, as witness my hand and seal, this August 13, 1860, at Mankato, Minnesota.

JOHN N. DODGSON.

Witness: J. B. CHEFFINS.

No. 14.

I, Marshall T. Comstock, of the county of Blue Earth, in the State of Minnesota, claiming the right of pre-emption under the act of 4th of September, 1841. to the southwest quarter of section number thirty-four, in township number one hundred and eight north, of range number twenty-six west, in the Saint Peter land district, do solemnly swear that I have never had the benefit of any right of pre-emption under this act; that I am not the owner of three hundred and twenty acres of land in any State or Territory of the United States, nor have I settled upon and improved said land to sell the same on speculation, but in good faith to appropriate it to my own exclusive use or benefit; and that I have not, directly or indirectly, made any agreement or contract in any way or manner, with any person or persons whatsoever, by which the title that I may acquire from the government of the United States should inure, in whole or part, to any other person except myself. And further, that I did not move off my own land in the Territory (now State) of Minnesota to make a settlement on the land above described; that I have never filed a declaration of my intention to claim the benefit of said law for any other tract of land at any land office in the United States, and that at the date of commencing a settlement on the land above described I was a citizen of the United States; that I have always borne true allegiance to the government of the United States, have never taken up arms against it, nor given aid or comfort to its enemies. And further, that I first settled upon said premises on the 9th day of July, 1853, and commenced improvements thereon. That I built a log-house thereon, twenty-two feet long by eighteen feet wide, and one and a half story high, with double board roof, tight board floor, two outside doors and two inside doors, and five windows. It cost the sum of two hundred and fifty dollars to build it, and lived in it and made it my exclusive home. I built a stable on the premises of logs, twenty feet long by sixteen feet wide, which cost forty dollars to build it. In August, 1853, I, in connexion with one James McMurtrie, commenced the erection of a saw-mill and mill-dam, partly on my claim and partly upon the northwest quarter of said section thirty-four, and completed the mill, and had it in full operation about the first day of August A. D. 1854; that each paid one-half of the expenses in building the mill and dam, and each owned the one-half, intending that the mill and dam and outlays was about equally divided between the two claims; the total expense and outlay in building the mill and dam was the sum of thirty-eight hundred dollars; the mill was forty feet long and twenty-two feet wide, and two stories high. I also cleared and kept constantly under cultivation and in crops two acres and a half of the land. The mill had been in full operation from the first day of August, 1854, up to about the 20th of October, 1855, which was after the Winnebago Indians were located on the reservation, which included the above-described premises, and about said day and date I was compelled by the agent of the Winnebago Indians to quit and abandon my said claim; and from my first settlement up to said abandonment, on or about the 20th day of October, 1855, I resided upon said premises and made it my exclusive home for the purpose and with the intent to pre-empt the same. Said claim was a timbered claim; and I built the mill for the purpose of manufacturing the timber from the claim into lumber, and to better improve the premises. And further, that since I was compelled to leave and abandon said premises the said improvements have gone to waste and are lost; that during all of said time I was a single man, over the age of twenty-one years.

And I further say, that said mill during the time the same run, up to the time I was compelled to leave it, yielded a profit, above all expense, of twelve dollars per day, and it was the first and only mill in that vicinity, the nearest being fifteen miles distant. And further, that said McMurtrie claimed the right to pre-empt the said northwest quarter of said section.

MARSHALL T. COMSTOCK.

Sworn and subscribed to before me this 27th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

I, Minard Mills, of Blue Earth county, Minnesota, do solemnly swear that Marshall T. Comstock is a citizen of the United States; that I have known him for over nine years; that in July, 1853, he settled upon and improved the southwest quarter of section number thirty four, in township number one hundred and eight north, of range number twenty-six west; that he built a log-house there, — feet long by — feet wide, one story and a half high, with board roof and tight board floor, with two outside doors and two inside doors, and five windows, and was a comfortable house for a family to live in, and he lived in the said house and made it his exclusive home; and he also built a log stable on the premises 20 feet long by — feet wide. The cost of building of the house, I judge, was at least two hundred and fifty dollars, and the cost of building the stable at least forty dollars. He also, in connexion with one James McMurtrie, commenced the erection of a saw-mill in the autumn of 1853, and constructed a dam and completed the mill, and the same was in successful operation in ———, 1854. It was a permanent and substantial mill and dam, and, in my judgment, cost three thousand dollars at that time; it was the only saw-mill in the vicinity, and was kept continually running up to about the 20th day of October, 1855, when the Winnebago Indians having been located upon lands including these premises, the agent turned him off his claim, and he was compelled to abandon it, and up to that time had continually occupied and improved said premises. And further, that said mill and mill-dam was situated partly upon his claim and partly upon the northwest quarter of said section thirty-four, which was claimed by said McMurtrie, the mill privilege being partly upon each of said claims. That I was well acquainted with said premises and the improvements, and was upon the premises a great many times during said time.

MINARD MILLS.

Sworn and subscribed to before me this 27th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

I, P. K. Johnson, of Blue Earth county, State of Minnesota, do solemnly swear that I am acquainted with the facts set forth in the affidavit of Minard Mills, and know the same to be true.

P. K. JOHNSON.

Sworn and subscribed to before me this 27th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

No. 15.

I, Marshall T. Comstock, of Blue Earth county, State of Minnesota, do solemnly swear James McMurtrie is a citizen of the United States; that he settled upon and improved the northwest quarter of section number thirty-four, in township number one hundred and eight north, of range number twenty-six west, on the ninth day of July 1853; that he built a dwelling-house thereon, twelve feet

square and eight feet high, with a good roof and floor, with one door and one window, and was a comfortable house for a family to live in; that said James McMurtrie was then, and is now, a single man, over the age of twenty-one years, and that he moved into said house and lived there, and made it his exclusive home; that said building cost sixty dollars; that he cleared about one and a half acre upon the premises; that in the summer of 1853; in the month of August, the said James McMurtrie, in connexion with myself, as I claimed the southwest quarter of said section, commenced the construction and erection of a saw-mill and mill-dam, partly on the premises claimed by said McMurtrie and partly on the premises claimed by me, being entirely on the two claims; that each paid the one-half of all the costs and expenses of building and constructing said mill and dam, and each owned the one-half; that said mill was completed and in full operation, and started running in August, 1854, and was continually running up to about the 20th day of October, 1855, when the Winnebago Indians having been located on lands including said premises, the agent of the said Indians drove the said McMurtrie off said premises, and he was compelled to abandon the same; that he continued to reside upon said premises and made it his exclusive home up to the time he was compelled to leave said premises; that the total expense and outlay in building and constructing said mill and mill-dam was the sum of thirty-eight hundred dollars; all of the improvements upon said premises were permanent, and continued up to the time he was so compelled to leave said premises; and further, that the said McMurtrie claimed the right to pre-empt said premises, and neither has he ever abandoned such pre-emption, but continually claimed the right of pre-emption to said premises; that said mill paid a profit, over and above all expenses, up to the time he was compelled to leave it, of twelve dollars per day, and that said mill was kept continually running up to that time.

MARSHALL T. COMSTOCK.

Sworn and subscribed to before me this 27th day of December, A. D. 1862.

ABNER TIBBETTS, *Register.*

I, S. F. Barney, of Blue Earth county, Minnesota, do solemnly swear that I am attorney for James McMurtrie, and duly authorized to prosecute for him his claim to the northwest quarter of section number thirty-four, in township number one hundred and eight north, of range number twenty-six west, claiming the right to pre-empt said premises; that said James McMurtrie is now temporarily absent from this State, and has been absent ever since June, 1862; that said premises are situated within the limits of the Winnebago reservation, and he was compelled to leave his said claim, but still continues to claim the right to pre-empt the same.

S. F. BARNEY.

Sworn and subscribed to before me this 27th day of December, A. D. 1862.

ABNER TIBBETTS, *Register.*

I, Minard Mills, of Blue Earth county, State of Minnesota, do solemnly swear that I know James McMurtrie; that in July, 1853, he settled upon and improved the northwest quarter of section number thirty-four, in township number one hundred and eight north, of range number twenty-six west; that he built a log-house thereon, twelve feet square and eight feet high, with good roof and floor, with one door and one window, and was a comfortable house for a family to live in; that he moved into said house and lived there and made it his exclusive home;

the house, I judge, cost sixty dollars; he cleared about one and a half acre; in the fall of 1853 he, in connexion with one Marshall T. Comstock, commenced the construction and erection of a saw-mill and dam partly upon this quarter section and partly upon the southwest quarter of said section claimed by said Comstock; that said mill was completed and put in full operation and running in August, 1854, and was kept continually running up to or about the 20th day of October, 1855, when the Winnebago Indians having been located upon lands including these premises, the said McMurtrie was compelled to leave said premises; that said mill and dam were built nearly equally upon the two claims, about the same proportion upon each, and was run and operated by them together, the mill privilege being upon both claims, and, in my judgment, the mill and mill-dam cost three thousand dollars; that said McMurtrie continually occupied said premises and improved them up to the said time when he left them, and his improvements were permanent and useful; I was well acquainted with said premises and the improvements, and frequently visited the same.

MINARD MILLS.

Sworn and subscribed to before me this 27th day of December, A. D. 1862.
 ABNER TIBBETTS, *Register*.

I, ———, of the county of Blue Earth, do solemnly swear that I am acquainted with the facts set forth in the affidavit of Minard Mills, and know the same to be true.

P. K. JOHNSON.

No. 16.

To the register and receiver of the land office at Saint Peter :

Anson W. Callen declares and shows: That he is a citizen of the United States; that he is a single man, over the age of twenty-one years; that on the first day of November, A. D. 1854, he entered upon, for the purpose of pre-emption, the following described legal subdivisions of public land, the same then being subject to pre-emption, to wit: the west half of the southeast quarter of section number twenty, (20,) and lots numbers one and two, (1 and 2,) in section number nineteen, (19,) all in township number one hundred and seven, (107,) range number twenty-five (25) west; that the said lands now form a part of what is known as the eighteen-mile-square home reservation of the Winnebago Indians; that at the time he so entered upon the said lands, and prior to the location of the said Indians there, he made the following improvements on the said lands, to wit: one dwelling-house, one stable, thirty acres breaking, which was fenced with a good fence; and the said thirty acres were by him cultivated in corn, potatoes, and other vegetables, during the summer of 1855; that he continued to reside upon the said land, and made the same his home from the said first day of November, A. D. 1854, to about the first of October, A. D. 1855, at which time he was compelled to leave and abandon his said claim to the Indians; that at the time he so entered upon the said lands he was over the age of twenty-one years, and was a citizen of the United States. The said dwelling-house was of logs, about eighteen feet square, about twelve feet high; had an upper and lower floor in it made of plank, and had a shingle roof on it, and a cellar, a stone chimney and fireplace, one door and one window. This house cost about the sum of one hundred and fifty dollars, and was of that value. The stable was built of logs, and was about eighteen by twenty-four feet, and some ten feet high, and cost twenty-five dollars, and was of that value. The breaking cost eight dollars per acre, and was of that value. The rails which fenced the same were large oak rails, and

cost about forty dollars per thousand, and were of the value of fifty dollars per thousand. There were about six thousand rails all put up in a good, substantial fence around the thirty acres breaking. The said Callen shows and states that from the time he first entered on the said land he continued to reside on the same. He had a bed, cooking utensils, provisions, knives, forks, spoons, plates, and all things necessary to keep house, and kept cattle and horses and ploughs, &c.; and at all times had hired hands who boarded with him, at his said dwelling, up to the time he so left and abandoned his said claim; that early in the spring of A. D. 1855 he made preparations to farm on an extensive scale; planted the said thirty acres of ground in corn, potatoes, and such other vegetables as the market here demanded, and cultivated the same in a husbandlike manner, so far as the Indians around him would permit him to do so; that had it not been for the Indians, he could have raised a crop on the same farm from which he could have realized from one thousand to fifteen hundred dollars; but on account of the depredations and continual destruction and carrying away of his said crops he was unable to realize but a very small sum for the same; and, in fact, received not over the sum of twenty-five dollars for the same; that at the time he left his said home he delivered all the improvements to the Indians; and all he has ever received for the same is the small sum of two hundred and forty-six dollars and some cents, or the sum of two hundred and sixty-four dollars and some cents, the deponent does not now recollect which; which sum was paid him by the late Indian agent, Charles H. Mix, which sum was paid by the said agent as a pretended compensation for the said dwelling-house, the rails, and breaking; that at the time of the said payment he, the said Callen, protested against the same as being entirely inadequate as a compensation for his improvements, but that he received the same, supposing he would have to take that or nothing. At the time the said Callen left his said claim and delivered his improvements up to the Indians, he was assured by the then acting Indian agent, J. E. Fletcher, that he should be paid an adequate compensation for his improvements, and also damages for being driven off and dispossessed of his said claim and for the destruction of crops; but he states that he has not been paid for the whole of the said improvements, nor, in fact, the half of the cost of the said improvements, nor one-half their actual value at the time he so abandoned them; and the said Callen has never been paid anything for the loss of his crop, nor the damage he incurred in losing his said claim. The said Callen shows that his said claim was a very valuable one, and could have been sold for a sum greatly in advance of the government cost, and the cost of his improvements, if he had been allowed to pre-empt the same, and the same would have been of great value to him as a homestead; and he claims that in this regard he was damaged in the sum of one thousand dollars by the location of the Indians there; and his being driven from his home, and in loss of crops, one thousand dollars. The said Callen therefore claims damages as follows:

For dwelling-house.....	\$150 00
For barn.....	25 00
For the breaking.....	240 00
For the rails.....	300 00
Destruction and loss of crops.....	1,000 00
Loss of his pre-emption.....	1,000 00

In all the sum of..... 2,715 00

ANSON W. CALLEN,
Per LEWIS BRANSON,
Attorney in fact.

Dated December 29, 1862.

STATE OF MINNESOTA,
Nicollet County:

Lewis Branson, being duly sworn, says: That about the time the said Anson W. Callen left his said claim he executed to this deponent a full and complete power of attorney, a true copy of which is hereunto attached, and marked A, empowering this deponent to do all things necessary to be done to procure damages for his being dispossessed of his pre-emption claim and for improvements, &c.; that a short time after he executed the same he left the then Territory of Minnesota and went to Kansas, and, according to the best knowledge, information, and belief of this deponent, he is now in the United States army, and deponent does not now know his exact whereabouts; that deponent did not know of the passage of the law of Congress of the 14th of July, 1862, until to-day, and could not have had time to communicate with him if he had known his whereabouts. And deponent further shows that he has resided in Mankato, Minnesota, since the 6th day of May, A. D. 1854, and was well acquainted with the said Callen; that he visited the said Callen while he resided on his said claim, and saw and examined the said improvements, and that almost all the facts set forth in the foregoing statement are known to this deponent personally, and some of the facts known to him exclusively; and this is the reason why this affidavit is not subscribed and sworn to by the said Callen.

LEWIS BRANSON.

Dated December 29, A. D. 1862.

Subscribed and sworn to before me this 30th day of December, A. D. 1862.

A.

Know all men by these presents that I, Anson W. Callen, of the county of Blue Earth and Territory of Minnesota, have made, constituted, and appointed, and by these presents do make, constitute, and appoint, L. Branson, of the same county and Territory, my true and lawful attorney, for me and in my name to collect, by suit or otherwise, all damages accruing to me by virtue of the late Winnebago treaty ceding to the Winnebago Indians a tract of country, not exceeding eighteen miles square, on the Blue Earth river; also all claims which I now have against the Indian department of the United States for improvements which I have made on my land claim, situated on the said eighteen miles square; also all claims which I have now pending against the said Winnebago Indians or the United States for malicious destruction of property and stealing committed by the Winnebago Indians upon me during my residence on my said claim.

And I hereby empower my said attorney to commence all suits, and to do all things necessary to be done to procure said damages and said claims, and to receive all moneys which may be ordered and adjudged to be due me from the United States or the Indian department in the premises; giving and granting unto my said attorney full authority to do and to perform all and every act and thing whatsoever necessary to be done in and about the premises, to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation; hereby ratifying and confirming all that my said attorney or his substitute shall do or cause to be done by virtue hereof.

Witness my hand and seal this 20th day of November, A. D. 1855.

A. W. CALLEN.

In presence of—

J. M. RING.

HENRY HUMPHREY.

TERRITORY OF MINNESOTA,
County of Blue Earth, ss :

Personally appeared before me the undersigned, one of the justices of the peace in and for the county and Territory aforesaid, Anson W. Callen, and acknowledged the above power of attorney to be his own free, voluntary act and deed.

Dated this 20th day of November, A. D. 1855.

Q. B. ABBOTT,
Justice of the Peace for Blue Earth County, M. T.

Ephraim Cole, first being duly sworn, says: I am a citizen of the United States; I am of the age of forty-eight years; I have resided in Mankato, Minnesota, ever since the month of June, A. D. 1853; I am a carpenter by trade; I know Anson W. Callen; I knew him in the fall of 1854, and up to the fall and early part of the winter of 1855; he, the said Callen, was a citizen of the United States, and a single man over the age of twenty-one years; I know that the said Callen entered upon and made settlement on the west half of the southeast quarter of section twenty, and lots numbers one and two (1 and 2) in section number nineteen, all in township number one hundred and seven (107) north, range number twenty-five west; I know that he made such settlement on or about the 1st of November, A. D. 1854, and that he continued to reside there continually for about the term of one year. I was at his house and saw his improvements some time in the latter part of the summer of 1855. He had a dwelling-house built of logs, about sixteen by eighteen feet; the wall of the same was about ten feet high; shingle roof; an upper and lower floor. I do not know whether he had a cellar under the house or not. The house had a stone fireplace and chimney, one door, and one window, and think there were two. The house was a good, comfortable house to live in. The said Callen was living in the house, and had beds and bedding, cooking utensils, and provisions, and was keeping house. He also had a hired hand, who was helping him farm. I should think it cost one hundred and fifty dollars to build the house, and that it was worth that sum at that time. Labor and material were very high at that time. Mr. Callen also had a log barn; I think it was about fourteen by twenty-four feet, and the wall about seven or eight feet high, and covered with hay; good barn to keep stock in. I think it would cost at that time twenty-five or thirty dollars to build the barn, and think it was of that value. He had at the time, I think, two yoke of oxen at work. I think he had somewhere from thirty to forty acres of ground broke, fenced with a strong worm fence. I do not think the breaking of said ground could be done for less than six dollars per acre, and perhaps more, as such work was very high at that time. I think the value of the breaking was six dollars per acre, and perhaps more. I should think he had seven thousand fence-rails; think a good many of them were large oak rails. It would cost at that time five dollars per hundred to put these rails in the fence, and I think they were of the value of five dollars per hundred. He had all this ground fenced and under cultivation. It was planted in corn, potatoes, pumpkins, beans, and other vegetables. He had it under good cultivation. In the fall of 1855, and the winter following, corn was worth at this place one dollar and fifty cents per bushel, and potatoes one dollar per bushel, and sometimes more. Such a piece of ground, well cultivated in such produce as he had planted, would yield, at least, 1,500 bushels of produce, which would have yielded at least \$1,500. I saw Indians stealing and carrying away produce from the ground while I was there, and Callen complained bitterly that he should lose his whole crops by them. I often heard Callen say after he left the reservation that he lost nearly all his crops, and saved nothing scarcely. From what I know of his improvements, the kind of ground he had, and the manner he cultivated the same, and

of the price of such produce, and of the destruction and theft of his crops and improvements, I should say he was damaged, in loss and destruction of crops, to the amount of twelve hundred dollars. I have no interest, either directly or indirectly, in procuring these damages for Callen.

EPHRAIM COLE.

DECEMBER 30, 1862.

Subscribed and sworn to before me, this 30th day of December, 1862.

ABNER TIBBETTS, *Register*.

Lewis Branson, being sworn, says that he is conversant with most of the facts above set forth, and that they are in the main correct.

LEWIS BRANSON.

DECEMBER 30, 1862.

Subscribed and sworn to before me, this 30th day of December, 1862.

ABNER TIBBETTS, *Register*.

No. 17

In the matter of the application of Cornelius Van Nice, a citizen of the county of Blue Earth, and State of Minnesota, to pre-empt the north half of northeast quarter, and northeast quarter of northwest quarter, of section No. 21, and the northwest quarter of northwest quarter, of section No. 22, in township No. 107, range 27, of land subject to sale at the St. Peter land office, and included in the home reservation of the Winnebago tribe of Indians, and for damages under an act of Congress entitled "An act for the relief of pre-emptors on the home reservation of the Winnebagoes, aforesaid, in the Blue Earth region, in the State of Minnesota," approved July 14, 1862, and the act of Congress entitled "An act to appropriate the proceeds of the sales of the public lands, and to grant pre-emption rights," approved September 4, 1841.

I, Cornelius Van Nice, claiming the right of pre-emption under the provisions of the act of Congress entitled "An act to appropriate the proceeds of the sales of the public lands, and to grant pre-emption rights," approved September 4, 1841, to the north half of northeast quarter, and northeast quarter of northwest quarter, section No. 21, and the northwest quarter of northwest quarter, section No. 22, township No. 107, of range No. 27, which, on the 10th day of October, 1854, was subject to sale at the land office at Winona, Minnesota, do solemnly swear that I am a married man, and the head of a family, and a citizen of the United States, and was, and have been, ever since the 10th day of October, 1854. That I have never had the benefit of any right of pre-emption under said act; that I am not the owner of 320 acres of land in any State or Territory of the United States; nor have I settled upon and improved said land to sell the same on speculation, but in good faith to appropriate it to my own exclusive use and benefit; and that I have not, directly or indirectly, made any contract or grant, in any way or manner, with any person or persons whatsoever, by which the title which I may acquire from the government of the United States should inure, in whole or in part, to the benefit of any person except myself. That on the 10th day of October, 1854, I entered upon and made a settlement in person, as a pre-emptor, upon the above described land. That on the said 10th day of October, 1854, I commenced to build a house on said land, and completed the same during the winter of 1855. The most part of said house was built of hewed logs 16 feet by 16, and 1½ stories high; a good substantial shake roof; floors above and below were built of puncheons. (*In 1854 there were no saw-mills in that part of the State, and floor-plank were made by splitting logs, and hewing them into plank called puncheons.*) There were two doors and two glass windows, and a chimney built of unburned *home-made bricks*. It cost to build at that time, and said house was then worth, the sum of \$150.

During the same winters of 1854 and 1855 I built a hewed log addition to said house, 11 feet by 16 feet, 1 story high, shake roof, puncheon floors, one window and one door. It cost to build at that time, and said addition was fully worth, the sum of \$75. At the same time I built a porch or piazza to said house 16 feet by 6 feet, the cost and value of which, at that time, was \$25. During the fall of 1855 I built about fifty feet of stabling. Said stables were of logs, with a single shed-roof eight feet high and eight feet wide; said stables were fully worth, and cost at that time, the sum of \$50. During the months of May and June, 1855, I ploughed and cultivated on said land $11\frac{1}{2}$ acres. Said breaking and cultivation was worth, and it cost to do the same at that time, the sum of \$7 per acre, amounting to the sum of \$80 50. I made upon said land 4,500 rails, which were worth, at that time, \$40 per thousand—\$180. The total original cost and value of all the improvements I have made upon said land amount to \$560 50. I would further state that I was, during the entire time which I remained on said land, viz., from the said 10th day of October, 1854, till the 8th day of May, 1856, at which time I was driven from and ousted from said land, continually annoyed by the Winnebago Indians. That in November, 1854, the said Indians stole from me one steer, and killed the same, of the value of \$40; also, in the month of November, 1854, the said Indians stole from me pork to the value of \$30. I was driven from said land against my wishes, and in defiance of my rights as a pre-emptor; but although I have been deprived of the actual possession and occupation of said land, still I have never abandoned my pre-emption claim to said land. At the day I made the aforesaid settlement I was entitled to the right of pre-emption on said land, and have ever since been so entitled to pre-empt the same, and do now claim that right.

The use of said land, and my said improvements, which have thus unlawfully and wrongfully been withheld from me from the said 8th day of May, 1856, to the present time, have been fully worth the sum of \$200 per annum; and I claim for the rents, uses, and profits of the said land, for the seven (7) summers that I have lost the crops, the sum of \$1,400. I claim for damages as follows:

1st. For the value of my improvements, which have been unjustly taken from me and destroyed by the Indians, all of the buildings and fences having been destroyed, and my cultivated field left to grow up to weeds, so as now to render all of said improvements valueless, the sum of \$560 50.

2d. For the rents, uses, and profits of my said claim for seven seasons, at \$200 for each crop, \$1,400.

3d. For one steer, and pork stolen from me by the Indians, \$70.

I further ask to be allowed to again take peaceable possession of and enjoy said land, and to be allowed to prove up my claim to and enter said land; and that Congress shall grant to me such further relief as shall be deemed right.

CORNELIUS VAN NICE.

Sworn and subscribed to before me this twenty-sixth day of December, A. D. 1862.

ABNER TIBBETTS, *Register.*

Barnabas W. Simmons, being duly sworn, says that he has known Cornelius Van Nice since the month of October, 1854. That from that time to the present time, and during all that time, he has resided within ten to twelve miles of said Van Nice. That during all of said time, except about eight months, he has resided on section No. 33, township 106, range 27, which is about ten miles south of said Van Nice's claim, on sections Nos. 21 and 22, township No. 107, range 27. That he was frequently upon said Van Nice's claim at the time of his settlement on the same in the month of October, 1854, and was frequently there during the time of his residence upon the same, and has ample means of

knowing the full extent and judging of the value of said Van Nice's improvements upon said claim.

That said Van Nice was and is a married man and the head of a family, and a citizen of the United States, and was an inhabitant of the north half of north-east quarter and northeast quarter of northwest quarter of section No. 21, and the northwest quarter of northwest quarter of section No. 22, township 107, range No. 27, from the 15th day of October, 1854, until about the first day of May, 1856, at which time he was driven from and ousted from said land by the agent of the Winnebagoes, or by the said Indians themselves; that during said time no other person entitled to the right of pre-emption resided upon said land; that the said Cornelius Van Nice entered upon and made a settlement in person on the said land since the first day of June, 1841, to wit, on the 10th day of October, 1854. He built a house on said land and made it his exclusive home from the said 10th day of October, 1854, till about the first day of May, 1856, at which time he was ousted from said land as aforesaid. That he did not remove from his own land in the State of Minnesota to make the settlement above referred to, and that he did, since said settlement, plough and cultivate eleven and a half acres of said land.

I have read the foregoing affidavit of Cornelius Van Nice. I am well acquainted with all of his improvements, and, from my own personal knowledge, know that he made all the improvements enumerated and estimated in his said affidavit; that I believe that the value of said improvement is correct and just, as stated and itemized in said affidavit of said Van Nice, and I believe that the total value and original cost of said improvements were at least the sum of \$560 50; that the same were fully worth that sum.

During the month of November, 1854, the Winnebago Indians stole one steer and hogs, to the value of seventy dollars, (\$70.) Said Van Nice has been deprived of the use of said land and his improvements for seven summers. I believe the use of said land and improvements has been worth for said seven seasons fully \$200 a year, and of the full total value of \$1,400. Since said Van Nice left the said land the said improvements have all been destroyed, and are now totally valueless.

BARNABAS W. SIMMONS.

Sworn and subscribed to before me this 26th day of December, A. D. 1862.
ABNER TIBBETTS, *Register.*

I, Horace M. De Wolfe, do solemnly swear that I have known Cornelius Van Nice since the 10th day of October, 1854, and have resided about twelve miles south of his claim, which is on the said sections Nos. 21 and 22, township 107, range 27. I am intimately acquainted with said claim and its improvements. I have read the attached affidavits of said Cornelius Van Nice and of Barnabas W. Simmons, and of my own knowledge know the same to be true in all respects. I believe the value of said improvements at the time they were made, and that the same cost the full sum of \$560 50; that the steer and pork stolen by the Indians were fully worth \$70; that the use of said land to the said Van Nice during the past seven seasons he has been deprived of the same would have been worth fully \$200 a year, and the total sum of \$1,400. Said improvements have been totally destroyed and the cultivated land left to grow up to weeds, and the same are now valueless.

HORACE M. DE WOLFE.

Sworn and subscribed to before me this 26th day of December, 1862.
ABNER TIBBETTS, *Register.*

No. 18.

I, Francis Veigl, of Blue Earth county, and State of Minnesota, being first duly sworn, as hereinafter certified, on my oath say, that I am a citizen of the United States, and was in and before the month of April, 1855; that I was then more than twenty-one years of age, and in all respects in law qualified to pre-empt land under the pre-emption law of Congress, passed September 4, 1841, and that on and during the first week of the month of April, 1855, I entered upon the following described real estate in said county, to wit, the northeast quarter of section thirty-five, in township one hundred and eight north, and range twenty-seven west, as a pre-emptor, and immediately commenced making improvements upon it for the purpose of making it my home, and for my own use and enjoyment as such, and for no other purpose. The land was all timbered land; that I and my two brothers diligently worked in clearing it off and building a house and stable, and in making rails and fencing it, so that I could and did move my family into the house and lived in it, and made the same my home. The house was sixteen feet long and fourteen feet wide, made of hewed logs ten feet high to the eaves; put in a puncheon floor above and below, one glass window, and one door, and a chimney of bricks made by myself. The roof was made of black ash bark; the lower story was about seven feet high; house worth \$50. I cleared from two and a half to three acres, worth \$100; the rails, about one thousand laid up, worth \$30. I also put up a log stable to accommodate four cattle, \$20. Total, \$200. I further state that I had to and did break the land with a grubbing hoe, as I had no plough and could not then get one, and I include this in the charge for clearing. The amount cleared and fenced in the spring of 1855 was from two and a half to three acres. I put in three-quarters of an acre of the clearing that spring in potatoes, about the same amount in corn, and some garden vegetables. I also, after planting potatoes and corn, made a little more clearing, and in July, 1855, sowed some turnips, perhaps half an acre. The crop of potatoes was pretty good; I did not measure them accurately, and cannot state the number of bushels. The corn was large Missouri corn and did not ripen, and was of very trifling value. The turnip crop was pretty good—say a half acre. I did not measure them. I used all the potatoes and turnips, and all my crops, including garden vegetables, in my own family, and in feeding my cows, and did not sell anything from my place, and am not able to say what I could have sold it for if I had had any to sell. I lived in said house and on said land about one year and until I was obliged to leave it and go away by the intrusion and demands of the Winnebago Indians; and immediately after I left, the house and premises were taken possession of by the said Indians, claiming it under their then late treaty with the United States. I left in the spring of 1856.

The Winnebago Indians came on to what is called the "Winnebago reservation," under their treaty with the United States, in June, 1855, but did not molest me seriously till the spring of 1856, though they claimed the land I occupied from their first taking possession of the reservation, (which included the said section.) I went on to said land in good faith as a pre-emptor, and was entitled by law then to enter on said land and to pre-empt it, and have been deprived of the benefits of a pre-emption of the same by the said Indians as above stated. I state that the improvements were then worth at least the above sum of two hundred dollars, and I respectfully ask that the same be allowed, and that I may still be also allowed to pre-empt said land, as the improvements have now become worthless, or for such other relief as may be, in the opinion of Congress or the proper department, equitable and right.

FRANCIS VEIGL.

Sworn and subscribed to before me this 27th day of December, A. D. 1862.
 ABNER TIBBETTS, *Register.*

We, George Hoffmann and Franz Oble, being duly sworn, as hereinafter certified, on their oath say, that we are each acquainted with Francis Veigl, whose sworn statement is hereto attached; and I, the said Franz Oble, say that in the spring and summer of 1855 he lived on the same section of land that Veigl did, and now live in Mankato; and I, George Hoffmann, say that in 1855 I was a single man, and then and ever since, for the most part, made it my home in Mankato, about three and a half miles from said land, but that I worked around by the day in 1855, and for the time boarded with my employers; that I helped said Veigl build the log house mentioned in his statement; and we both state that we are well acquainted with the land and premises described in the said statement of said Veigl, and with the improvements he made upon it in 1855; that we have both heard read to us the attached statement of said Veigl, and each say that the said sworn statement of said Veigl is true, and desire under our respective oaths fully to corroborate the same in every particular.

GEORGE HOFFMANN.

FRANZ OBLE.

Sworn and subscribed to before me this 27th day of December, A. D. 1862.

ABNER TIBBETTS, *Register*.

No. 19.

STATE OF MINNESOTA,

Nicollet County, ss:

I, Orrin O. Pitcher, of Blue Earth county and State aforesaid, do make solemn oath that I have been employed by Charles Mansfield, a private in the 1st regiment of Minnesota volunteers, now in Virginia, to apply for the benefit of an act for the relief of pre-emptors on the home reservation of the Winnebagoes in the Blue Earth region, in the State of Minnesota, passed and approved July 14, 1855. That said Mansfield is a soldier in the army of the United States, as above stated, and now absent as such in Virginia, and unable to make personally his application before the register and receiver of the proper land district; on that account I further state that said Mansfield, in the year 1855, made his declaratory statement of his intention to pre-empt the west half of the southwest quarter of section 20, lots 1 and 2, section 19, and all in township 107 north, range 25, which is now of record in the proper office; and I fully believe, from the information of reliable men who were the neighbors of said Mansfield, that he made large and valuable improvements on the same, in pursuance of said declared intention, built, or caused to be built, a dwelling-house, and broke up and cultivated some twenty or thirty acres of land. The breaking of the land at that time was worth about eight dollars per acre—say \$200; that the house was of about the dimensions of 12 by 14 feet, and worth, say \$45; that the land that was broke and fenced was worth, say \$100: total, \$345. I do not know how much crops he raised, but believe the crops were nearly all destroyed by the Indians. That said Mansfield now is, and was in the fall or winter of 1854, a citizen of the United States and more than twenty-one years of age, and fully qualified to be a pre-emptor under the act of 1841: that in November or December of 1854 he entered upon said land as a pre-emptor, and that in the fall or winter of 1856 he was obliged to leave said land on account of the claim and encroachment of the Winnebago Indians, under their then late treaty with the United States, and that in consequence thereof he lost his said labor and improvements, and, as I believe, was damaged to more than the extent of the amount within stated in items, to wit, three hundred and forty-five dollars. I further state that I will make and file further and supplementary proof in this case, and ask that the statement and claim may be entered hereafter if the proof shall warrant the charge.

I ask on the part of said Mansfield that such amount, or whatever may be further proved, be allowed him, and that he have such other and further relief as in the wisdom of Congress or the proper department may be provided for persons in his circumstances.

O. O. PITCHER.

Sworn and subscribed to before me this 27th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

I, Lewis Branson, of said Blue Earth county, being duly sworn, as hereinafter certified, say that I am acquainted with Charles Mansfield referred to in the statement hereto attached, made in his behalf by O. O. Pitcher; that said Mansfield is a soldier in the 1st Minnesota regiment of volunteers, and now absent in Virginia with his regiment. I was personally acquainted with the improvements made on said land by said Mansfield, but cannot now state with much accuracy the value thereof in items, but I have read the attached statement made by O. O. Pitcher on behalf of said Mansfield, and state that I believe the statement to be substantially true, and that said Mansfield was damaged by the intrusion of said Indians to at least three hundred and forty-five dollars.

LEWIS BRANSON.

Sworn and subscribed to before me this 27th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

STATE OF MINNESOTA,

Nicollet County, ss:

I, Robert Wardlow, of Blue Earth county, Minnesota, being duly sworn sa hereinafter certified, depose and say, that I am acquainted with Charles Mansfield, to whose sworn statement this is attached; that in 1854 said Mansfield was a citizen of the United States and more than twenty-one years of age, and in all respects entitled to pre-empt land under the act of Congress on that subject, passed in 1841; that he made a claim and settlement upon the land described in said statement, and filed in the proper office his sworn statement of intention to pre-empt the same, which is entered of record in the proper office; that he erected or caused to be erected on it a dwelling-house, and made improvements substantially as follows:

Broke 20 to 30 acres, worth \$8 per acre	\$240 00
Made rails and fenced the same with about 5,000 rails, worth \$40 per thousand	200 00
House, worth	40 00
	<hr/>
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Moved on to it and resided in the said house, and staid there till about the 1st of October, 1855, when he was obliged to leave by the demands and encroachments of the Winnebago Indians, and while he was there.

ROBERT WARDLOW.

Sworn and subscribed to before me this 27th day of December, A. D. 1862.
ABNER TIBBETTS, *Register*.

No. 20.

In the matter of the application of Barnabas W. Simmons, of the county of Blue Earth and State of Minnesota, to pre-empt the SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ and W. $\frac{1}{2}$ SE. $\frac{1}{4}$, section No. 33, of township No. 106 north, of range

No. 27, of lands subject to sale at the St. Peter land office, and included in the home reservation of the Winnebago tribe of Indians, and for damages under the act of Congress entitled "An act for the relief of pre-emptors on the home reservation of the Winnebagoes, in the Blue Earth region, in the State of Minnesota," approved July 14, 1862, and the act of Congress entitled "An act to appropriate the proceeds of the sales of the public lands and to grant pre-emption rights," approved September 4, 1841.

I, Barnabas W. Simmons, claiming the right of pre-emption under the provisions of the act of Congress entitled "An act to appropriate the proceeds of the sales of public lands and to grant pre-emption rights," approved September 4, 1841, to the SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ and W. $\frac{1}{2}$ SE. $\frac{1}{4}$ section No. 33, in township No. 106 north, of range No. 27, which, on the 11th day of October, 1854, was subject to sale at the land office then at Winona, Minnesota, do solemnly swear that I have never had the benefit of any right of pre-emption under said act; that I am not the owner of 320 acres of land in any State or Territory of the United States, nor have I settled upon and improved said land to sell the same on speculation, but in good faith to appropriate it to my own exclusive use and benefit; and that I have not directly or indirectly made any contract or agreement in any way or manner with any person or persons whatsoever by which the title which I may acquire from the government of the United States should inure in whole or in part to the benefit of any person except myself. That on the 11th day of October, 1854, I entered upon and made a settlement in person as a pre-emptor upon the above described land. That I am a citizen of the United States; that I am a married man, and the head of a family, and was and have been such ever since the 11th day of October, 1854. That on the said 11th day of October, 1854, I commenced to build a house on said land, and completed the building of the same during the fall of 1854 and winter of 1855. Said house was 12 feet by 14 feet and 1 story high, and built of hewed logs covered with shingles; 2 glass windows, puncheon floors (in the fall of 1854, there were no saw-mills in this part of the State) above and below; 2 doors; one home-made, unburnt brick chimney. Said house cost, and it was worth to build the same at that time, the sum of \$100. In the summer of 1856 I built a log addition to said house 12 feet by 12 feet; 1 story high; roof covered with boards; 1 door, 2 windows; board floors above and below. Said addition was fully worth \$50. In 1859 I built a granary 6 feet by 12 feet on said land, board roof, and worth \$25. In the months of May and June, 1855, I broke and cultivated upon said land 30 acres. The breaking and cultivation of the same was worth, at that time, \$7 per acre. I was offered that price per acre to break and cultivate for others, in lieu of doing it upon my own land. Said 30 acres of breaking were worth fully the sum of \$210. In the winter of 1855 I made upon said land over 4,000 rails, which I hauled upon said land, and with which I built over 100 rods of fence, in the summer of 1855, upon the said land. Said rails were then worth \$40 per thousand; 4,000 rails, at \$40 per thousand, is \$160. The hauling of said rails and building said fence were then worth \$40. I also built a log stable upon said land, 12 feet by 16 feet, worth \$30. The total original cost of all the improvements I have made upon said land amounts to the sum of \$615. I would further state, during the entire time I have resided on said land I have been continually annoyed by the Winnebago Indians, and have been damaged by them to a large amount. They have frequently attempted to drive me from my said land by destroying my property and threats of personal violence. That in the fall of 1855 they burned and destroyed 80 tons of hay which I had stacked in ricks on said land; said hay at that time was worth \$10 per ton, and I could have readily sold the same for that price. This hay was burned late in the fall, and I was thus deprived of hay with which to winter a large stock of cattle which I then had, and was compelled to sell at a great sacrifice a large number of my cattle, and to winter

the remainder at large expense, and, in fact, was unable to procure a sufficient supply of feed at any price, so that several of my cattle died from starvation. The said Indians acknowledge that they burned my hay. The destruction of said hay was a damage to me of at least \$200, besides the value of the hay destroyed, as above stated, of \$800. The said Indians, about the month of May, 1857, stole from me a one-year-old heifer, and killed the same, of the value of \$15.

And about the month of April, 1859, they stole from me a horse and kept him four days. They abused and treated said horse in such a manner as to nearly destroy the horse, so that the horse did not recover from it for three months. The Indian who took the horse had secreted him upon an island in a lake on the reservation, and I was compelled to pay another of the said Indians the sum of seven dollars to show me where the horse was secreted. The taking of said horse was a damage to me to the amount of at least fifty dollars. That duringt he last fall the said Indians stole and butchered one of my oxen, worth thirty-five to forty dollars.

I further swear that I was ousted and driven from my said land about the 5th day of May, 1856, by the agent of the said Winnebago Indians, and was deprived of the possession of my said land for six or seven months, so that I lost the use and crop on said land of the summer of 1856. Said crop at that time would have been worth to me at least \$200.

I returned to said land in the fall of 1856, and continued to reside upon and cultivate said land till the present time.

I have been damaged by the destruction of my property by the Indians in attempting to drive and oust me from the land, and in consequence of being deprived of the use of said land during the six or seven months as above stated in the summer of 1856, to the total amount of \$1,265.

In case I am not allowed to prove up my pre-emption claim and enter the said land, then I claim for damages, as follows :

1st. For the value of my improvements as hereinbefore estimated, \$615.

2d. For damage done to my property by the Indians in attempting to drive me from the said land, and for being deprived of the use of my said land for the six or seven months in 1856, hereinbefore stated, \$1,265.

But in case I am allowed to pre-empt and enter the said land, then I abandon all claims for the value of my said improvements, viz., the \$615, and claim only the \$1,265 for damages as aforesaid.

That I have continued to reside upon and cultivate said land from the said 11th day of October, 1854, to the present time, with the exception of six or seven months in the summer of 1856. That I have since said 11th October, 1854, claimed the same as a pre-emption right, and do now so claim it. That I have never abandoned said claim or forfeited the same in any respect, and do demand the right to pre-empt, prove up, and enter said tract of land.

That, in common with other settlers upon said reservation, I was, upon an application made soon after my said settlement, refused by the officers of the land office then at Winona, in this land district, to be allowed to file on said land my declaratory statement.

BARNABAS W. SIMMONS.

Horace M. De Wolfe, being duly sworn, says that he has known Barnabas W. Simmons over 10 years; that he has lived on section 9, township 105, range No. 27, about $1\frac{1}{2}$ mile from said Simmons's claim on section 33, township 106, range 27, since the 11th of October, 1854, to the present time; that he has, during that time, been intimately acquainted with said Simmons and his improvements on said section 33, and has ample means to judge of the amount and value of said improvements; that said Simmons is a married man, and the head of a family, and a citizen of the United States, and is an inhabitant of SE. $\frac{1}{4}$ NE. $\frac{1}{4}$

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and NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ and W. $\frac{1}{2}$ SE. $\frac{1}{4}$, section No. 33, township 106, range No. 27, and that no other person entitled to the right of pre-emption resides upon said land; that the said Barnabas W. Simmons entered upon and made a settlement in person on the said land since the first day of June, 1841, to wit, on the 11th day of October, 1854. He has built a house on said land, and has lived in said house and made it his exclusive home from the said 11th day of October, 1854, till the present time, with the exception of about six or seven months, from about the 1st day of May, 1856, when he was driven and ousted from said land by the agent of the Winnebago Indians. During said six or seven months said Simmons lived about one mile south of his said claim and then returned to his said claim, and has resided there ever since; that said Simmons did not remove from his own land in the State of Minnesota to make the settlement above referred to, and that he has, since that settlement, ploughed, cultivated, and fenced 30 acres of said land.

I have read the foregoing affidavit of Barnabas W. Simmons, and, from my own knowledge, I know that he made all the improvements enumerated and estimated in his said affidavit; the items and value of said improvements are correct as therein stated; that the total value and original cost of said improvements were at least \$615, and I believe fully worth that sum.

I further know, from my own personal knowledge, that all the statements made by said Simmons in his said affidavit are true; that the said Winnebago Indians, in the fall of 1855, did burn 80 tons of hay, worth \$800; butcher one yearling heifer, worth \$15, in May 1857; that they damaged his horse to the amount of \$50; and in the fall of 1862 stole one of his oxen, worth \$40; and I do further believe that the use of his said improvements and crops during the summer of 1856 to be of the full value of \$200; that he has been damaged as set forth in his said affidavit, from destruction to his said property by the Indians in their attempts to drive and oust him from the said land, to the full sum of \$1,265.

The Indians acknowledged to me that they burnt Simmons's hay.

HORACE M. DE WOLFE.

I, Cornelius Van Nice, do solemnly swear that I have known Barnabas W. Simmons since the 11th day of October, 1854, and have been intimately acquainted with him; I have frequently visited him at his residence on SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ and W. $\frac{1}{2}$ SE. $\frac{1}{4}$, section 33, township No. 106, range No. 27; that from said 11th October, 1854, till about the 8th day of May, 1856 I resided upon section 21, township 107, range No. 27, and since May, 1856, to the present time I have never lived more than 12 miles distant from the said land of said Simmons; I am intimately acquainted with all of the improvements of the said Simmons, as set forth, enumerated, and itemized in the affidavits of said Simmons and Horace M. De Wolfe hereunto attached, and believe that all the items and estimates are correct; that said improvements originally cost and were well worth the full sum of \$615. I also know, of my own knowledge, that he was driven from his claim in the summer of 1856, and was deprived of the possession of his said land for about six or seven months. I have carefully read the attached statements and affidavits of said Simmons and Horace M. De Wolfe, and, from my own knowledge, know that the same are true, and believe that he has been damaged by reason of the destruction of his property by the Winnebago Indians, in attempting to drive him off and oust him from his said land, to the full sum of \$1,265.

CORNELIUS VAN NICE.