

CLAIM OF LORENZO KROUSE AND OTHERS.

L E T T E R

FROM

THE SECRETARY OF THE INTERIOR,

RELATIVE TO

Sundry claims for depredations committed by Osage Indians.

JANUARY 26, 1872.—Referred to the Committee of Claims and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., January 26, 1872.

SIR: The following claims on account of depredations committed by Osage Indians are herewith submitted for the consideration and action of Congress, under the fourth section of act making appropriations for the Indian Department approved July 15, 1870, viz:

Claim of Lorenzo Krouse	\$75 00
Claim of Thomas Roberts.....	220 00
Claim of E. F. Williams.....	250 00
Claim of W. L. Arnett.....	300 00
Claim of Rufus Estes, (Ester).....	700 00
Claim of V. S. Wyrick.....	150 00

A copy of the report, dated the 8th instant, of the Commissioner of Indian Affairs, in relation to said claims, is also herewith transmitted.

I have the honor to be, very respectfully, your obedient servant,

C. DELANO,
Secretary.

Hon. JAS. G. BLAINE,
Speaker of the House of Representatives.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., January 8, 1872.

SIR: I have the honor to submit herewith, for your decision, the following claims for depredations alleged to have been committed by Osage Indians in 1865 and 1866, viz:

Lorenzo Krouse	\$75 00
Thomas Roberts	220 00

E. F. Williams.....	\$250 00
W. L. Arnett	300 00
Rufus Estes, (Ester).....	700 00
V. S. Wyrick	150 00

These claims were duly presented to the Osage tribe in council, and a demand made upon them by the proper United States Indian agent, for satisfaction, as required by the provision relating to depredation claims against Indians contained in the seventeenth section of the act of Congress regulating trade and intercourse with Indian tribes, approved June 30, 1834. From the report of the agent in each case, a copy of which is herewith, it will be seen that the Indians denied the charges as made against them by these claimants, and refused to make the required satisfaction. The agent recommends an allowance in all the cases except those of Estes and Wyrick, which he is of the opinion should be suspended for additional testimony.

From a careful examination by this office of the claims in question, the conclusion has been arrived at that there is merit in them, although the testimony adduced is meager and not as satisfactory as could be desired. The opinion of the agent in the cases of Estes and Wyrick is not concurred in; the evidence in support thereof is regarded as satisfactorily establishing the claims, as that which is adduced in the other cases which he recommends for allowance. It will be observed that some of the claimants testify for each other, their property being lost or stolen by the Indians at one and the same time and place.

If no objection be raised on the ground that the claimants do not show that they took proper care of their stock, not allowing the same to range at large; that the property was actually seen, by the parties testifying, in the possession of the Osages, and that they, those of the claimants who say that they were residing upon the lands of the Osages under a contract with the Indians, were lawfully in the Indian country, it is recommended that the claims be favorably considered, and submitted to Congress for an appropriation under the fourth section of the act approved July 15, 1870, making appropriations for the Indian Department.

The claimants doubtless have estimated their property at more than its fair value, and it is suggested, in the absence of conclusive proof to the contrary, that the reasonable and just value thereof might be determined as follows: Claim of L. Krouse, for horse stolen, \$60; T. Roberts, for four cows, \$30 each, heifer, \$20, and yearling, \$15—total, \$155; E. F. Williams, mare and colt, \$100, and bull, \$50—total, \$150; W. L. Arnett, four horses, which were probably ponies, \$50 each, \$200; R. Estes, two mares, \$100 each, horse \$100, filly \$50, and two ponies, \$50 each—total, \$450; and V. S. Wyrick, mare, \$100.

Very respectfully, your obedient servant,

H. R. CLUM,
Acting Commissioner.

Hon. C. DELANO,
Secretary of the Interior.

CLAIM OF LORENZO KROUSE.

LORENZO KROUSE }
vs. OSAGE INDIANS. } Claim for indemnity for the loss of a horse.

I, Lorenzo Krouse, a citizen of the United States, and a resident of Neosho County, State of Kansas, do hereby make this my application for indemnity for the loss of one two-

year old horse, worth \$75, taken by the Osage Indians on or about the 1st of July, A. D. 1865, from the county of Neosho and State of Kansas.

I, Lorenzo Krouse, of lawful age, being duly sworn according to law, depose and say that in the summer of 1865, and about the 1st of July of said year, I, in connection with others, lost several head of horses, I losing two head, which were driven off, as I supposed, by the Osage Indians. One of said horses was afterward obtained of the Indians, but the two-year old horse I never could get, but learned through others that the Indians had rode the horse off, which they never returned. Said horse was worth \$70 or \$75.

I further state that neither myself, my representatives, agents, or attorneys have violated the provisions of the act of Congress approved June 30, 1834, entitled "An act to regulate trade and intercourse with Indian tribes, and to preserve peace on the frontier," by seeking or attempting to obtain private satisfaction or revenge for the loss of property so as aforesaid set forth.

LORENZO + KROUSE.
his
mark.

Signed in presence of—
JOHN SECREST.

Subscribed and sworn to before me this 27th day of November, A. D. 1866.

G. C. SNOW,
United States Indian Agent.

I, William H. Krouse, of lawful age, being duly sworn according to law, depose and say that on or about the 1st of July, 1865, Lorenzo Krouse and others lost several head of horses driven off by the Osage Indians from their residence in Neosho County, State of Kansas. I, with others, followed said horses to the Osage Indian camp, on Conville Creek, in said county. There we found part of the horses held by the Osage Indians, which they gave up. The horse referred to above by Lorenzo Krouse was not there. The Indian chief White Hairs told us the other horse was also taken by the Indians, but had been rode off that day, but that he would have the horse sent back with other horses that had been stolen by some of his band. All were sent home except the two-year old that belonged to Lorenzo Krouse. Said horse was worth at least \$70.

I further state that I am no way interested in the claim as above set forth, and that Lorenzo Krouse is a good and law-abiding citizen.

WILLIAM H. + KROUSE.
his
mark.

Signed in the presence of—
JOHN SECREST.

Subscribed and sworn to before me this 27th day of November, A. D. 1866.

G. C. SNOW,
United States Indian Agent.

Additional evidence in the above claim taken before J. C. Redfield, notary public, at office in Humboldt, Kansas, on the 14th day of September, 1867.

Thomas Jackson, of lawful age, being duly sworn, deposes and says: I reside in Neosho County, Kansas, and at the time of the date of the loss, as per this claim of indemnity, about one-fourth of a mile from Mr. Krouse.

I am acquainted with the fact of Mr. Krouse losing a horse two years old, a dark-brown or black horse-colt. We had lost our horses at the same time, and in search for them met Mr. Krouse at the Indian camp, about eight miles from home. William Krouse, brother of the plaintiff, found one horse (his own) in the Indian encampment, after which we went into the camp and inquired for an interpreter. We found an Indian who could talk English, named Andrew Blake. He told us the black horse above described had been there, and that another Indian had rode the said black horse off up the creek. Mr. Blake belonged to the Little Bear's band. Also the Indian described by Blake as running off the horse belonged to the same band. The other horses that were stolen at the same time were returned on to the prairie, except the horse above described and one or two of Mr. Newman's. Said horse I would value at \$60 or \$70. He was a good colt from a big stock of horses.

Cross-examined:

Question. At the time this horse was missing, was there not a good deal of horse-stealing going on in your neighborhood by other parties than Indians?

Answer. Not to my knowledge.

Question. Was Little Bear's band at their regular camping grounds when you visited their camp, as stated?

Answer. They were at their regular summer camp on Conville Creek, where they raised their corn.

Question. Do you know the name of the Indian who was said to have rode off the horse from camp?

Answer. I do not. Blake did not state his name.

Question. Was the horse that William Krouse found in the camp running on the prairie with the black horse above described?

Answer. He was, either one or two days before. I saw them myself.

THOMAS JACKSON.

Sworn to and subscribed before me, this 14th day of September, 1867.

[SEAL.]

J. C. REDFIELD,
Notary Public.

[Indian depredation claim No. 14; date of application, November 27, 1866.]

NEOSHO AGENCY, May 10, 1869.

Lorenzo Krouse, of Neosho County, Kansas, claims that the Osage Indians took from him on the 1st day of July, 1865, one two-year old brown colt worth \$75, and asks pay for the same.

I submitted this claim to the Osage Indians in general council April 26, 1869, and made application to them for satisfaction as required by the seventeenth section of the act of June 30, 1834, regulating trade and intercourse with Indian tribes. They denied the charge and refused to pay any part thereof.

I have carefully examined the evidence, and made a full investigation of this case. I am fully of the opinion that the Indians got the colt. One witness swore that it was worth \$70, and in additional evidence the horse is proven to be worth \$60 or \$70. I would recommend that Mr. Krouse be allowed \$60.

G. C. SNOW,
United States Neosho Indian Agent.

CLAIM OF THOMAS ROBERTS.

THOMAS ROBERTS }
vs. } Claim for indemnity for cattle taken.
OSAGE INDIANS. }

I, Thomas Roberts, a citizen of the United States, and a resident of Neosho County, State of Kansas, do hereby make application for indemnity for the loss of the following personal property, to wit: Four cows, one two-year old heifer, and one yearling, taken by the Osage Indians on or about the 10th day of October, A. D. 1865, valued at \$220, as will more fully appear by the evidence herewith submitted.

THOMAS ROBERTS.

I, Thomas Roberts, of lawful age, being duly sworn according to law, depose and say that on or about the 18th day of September, A. D. 1865, I, in company with C. F. Williams and A. H. Childs, moved from the county of Chase, State of Kansas, to Neosho County, State aforesaid, and settled on Canneal Creek in said county, by and with the consent of the Osage Indians, and especially with Little Beaver, one of the principal chiefs of said tribe or nation, with whom we contracted with for the privilege of settling on said lands, and especially for the privilege of driving on domestic stock, after paying the sum of \$10 in money to said chief; also tobacco and other things in order to obtain protection from said Indians, in accordance with the usual rules and regulations of said Indians. On or about the 18th day of October, A. D. 1865, an Indian informed me that (the Indians intended, meaning the Osage) Indians intended to drive off and butcher my cattle, the same being fat cattle. About one or two days afterwards said cattle were driven away from my place of residence in said county, in the direction of the encampment of the Osage Indians, on the opposite side of the river from where I reside. I, in company with others, searched thoroughly for said cattle, found the trail and followed said trail across the river bottom to the ford of the river, and to the encampment, but were unable to follow it any further. Could not obtain information of the Indians in reference to the missing cattle. They stubbornly refused to talk in reference to the matter. Afterwards, I think about two or three days, I called again in company with Henry Lee, hunting horses, we found considerable amount of fresh beef in said Indians

encampment. On inquiry we failed to obtain any information as to where the beef came from. They refused to give us any information or talk in reference to the matter. Four of the cows were in fine order and worth \$40 per head. The heifer was of blooded stock, and worth \$40. The yearling was good size and worth \$20; in all worth \$220.

THOMAS ROBERTS.

Subscribed and sworn to before me this 27th day of November, A. D. 1866.

G. C. SNOW,
United States Neosho Indian Agent.

And I do hereby solemnly swear that neither myself, representatives, agents, nor attorneys, have violated the provisions of the act of Congress, approved June 30, A. D. 1834, entitled "An act to regulate trade and intercourse with Indian tribes, and to preserve peace on the frontier," by seeking or attempting to obtain private satisfaction or revenge for the loss of property so as aforesaid set forth.

THOMAS ROBERTS.

Subscribed and sworn to before me this 27th day of November, A. D. 1866.

G. C. SNOW,
United States Neosho Indian Agent.

E. F. Williams, of lawful age, being duly sworn according to law, deposes and says he is not interested in any way whatever in the claim of Thomas Roberts, against the Osage Indians, and the facts as set forth in the claim and testimony of said Thomas Roberts is true to the best of my knowledge; and I do know, personally, that said Roberts lost four cows, one two-year-old heifer, and one yearling, worth at least two hundred and twenty or thirty dollars. I am satisfied, from what I know of the circumstance attending the loss of Thomas Roberts's cattle, that the Indians butchered said cattle, and appropriated the beef to their own use. I am personally knowing to the fact of Roberts having procured a permit from the Indians to live on their lands, as set forth in his testimony.

E. F. WILLIAMS.

Sworn to and subscribed before me this 27th day of November, A. D. 1866.

G. C. SNOW,
United States Neosho Agent.

[Indian depredation claim No. 27; date of application, November 28, 1866.]

NEOSHO AGENCY, May 11, 1869.

Thomas Roberts, of Neosho County, Kansas, claims that on or about the 10th day of October, 1865, the Osage Indians drove from his premises and appropriated to their own use the following stock, for which he now claims pay as follows, viz:

Four cows, in good condition, worth.....	\$160
One two-year-old heifer.....	40
One yearling heifer.....	20
Total.....	<u>220</u>

I submitted this claim to the Osage Indians in general council, April 26, 1869, and made application to them for satisfaction, as required by seventeenth section of the act of June 30, 1834, regulating trade and intercourse with Indian tribes. They denied the charge and refused to pay any part thereof.

I have examined the evidence in this case, and investigated said claim, and from what I know personally about the case, believe the Indians got the stock, and appropriated as charged. I would therefore recommend that this amount be allowed, the charges being reasonable and just; amount of claim, \$220.

G. C. SNOW,
United States Neosho Indian Agent.

CLAIM OF E. F. WILLIAMS.

E. F. WILLIAMS }
 vs. }
 OSAGE INDIANS. }

I, E. F. Williams, a citizen of the United States and a resident of Neosho County, State of Kansas, do hereby make application for indemnity for the loss of the following property, to wit: One bay mare and colt, worth \$150; also one fine young bull, of blooded stock, worth \$100. Said stock was taken by the Osage Indians during the months of September and October, in the year A. D. 1865, from or near my residence in Neosho County, State of Kansas.

I, E. F. Williams, of lawful age, being duly sworn according to law, deposes and says that I am a citizen of the United States and a resident of the county of Neosho and State of Kansas, and that I have been residing in said county and State since the 18th of September, A. D. 1865, and that I moved into said county by and with the consent of said Indians, and paid to Little Beaver, one of their principal chiefs, in connection with others, the sum of \$10 in money, also tobacco and other presents to said chief, for a permit to settle on said lands in the county of Neosho as aforesaid, and to drive and hold domestic stock in said county and State, the same being an organized county in said State.

Some time about the last of September or the first of October, A. D. 1865, I had two bay mares and one brown colt taken from my premises, as I verily believe, by two Indians, as they (the Indians) had frequently been seen lurking about my premises late in the evening. Just before my horses were taken they were frequently seen looking at my horses very closely. The night my mare was taken we watched until late, when it began to rain; then we went into the tent or camp, but my mares were taken, and we could not find them, but hunted a long time, still satisfied the Indians had them. I pressed my claims diligently, and by the aid of a neighbor Indian we obtained one of the mares of the Indians, but never could hear of the other mare and colt, which was worth \$150. The young bull I lost was running with T. Roberts's cattle and was driven away with his cattle about the tenth day of October, 1865, from his place; did not obtain anything definite about him, further than the Indians had been butchering cattle in the neighborhood, and that I and others tracked the cattle to the crossing of the river near the Osage Indian encampment, which was on the opposite side of the river from where I lived; there we lost the trail, but am satisfied the Indians took all of my horses as well as my young bull. Said bull, owing to his being of fine stock, was worth \$100.

I further state that neither myself, my representatives, agents, or attorneys, have violated the provisions of the act of Congress approved June 30, 1834, entitled "An act to regulate trade and intercourse with Indian tribes, and to preserve peace on the frontier," by seeking or attempting to obtain private satisfaction or revenge for the loss of my property so as aforesaid set forth.

E. F. WILLIAMS.

Subscribed and sworn to before me this the 27th day of November, A. D. 1866.

G. C. SNOW,
United States Indian Agent.

Thomas Roberts, of lawful age, being duly sworn according to law, deposes and says that he is no way interested in the claim of E. F. Williams against the Osage Indians, and that the facts as set forth in said claim and affidavit of said Williams are true, to the best of his knowledge, and that the said Williams is a good and law-abiding citizen. And I do know personally that the said E. F. Williams obtained a permit to and paid for the same, to Little Beaver, one of the principal Osage chiefs, for the privilege of settling on said lands, and to hold stock thereon; also knew the bull referred to by Mr. Williams; ran with my cattle at the time they were driven off in October, 1865. I tracked said cattle to the river across the bottom, to where they crossed the river, to the Osage Indian encampment; found large quantities of fresh beef at the camps of the Indians, which they refused to tell where they had obtained the same. The Indians stated to me themselves that they intended to drive off our cattle as they wanted them for beef. I had been watching the cattle very closely, but being absent a few hours one day the cattle were driven off. I followed the trail as above stated, and am satisfied the Osage Indians eat the bull. He was worth about \$100, owing to his being of fine blood.

THOMAS ROBERTS.

Sworn to and subscribed before me this 27th day of November, A. D. 1866.

G. C. SNOW,
United States Neosho Indian Agent.

[Indian deprecation claim No. 18; date of application November 27, 1866.]

NEOSHO AGENCY, *May 10, 1869.*

E. F. Williams, of Neosho County, Kansas, claims that in the months of September and October, 1865, the Osage Indians took from him the following stock for which he claims pay, as follows, viz:

One bay mare and colt	\$150 00
One fine blooded bull	100 00
Total	<u>250 00</u>

I submitted this claim to the Osage Indians, in general council, April 26, 1869, and demanded satisfaction of them, as required by section 17 of the act of June 30, 1834, regulating trade and intercourse with Indian tribes. They denied the charge, and refused to pay any part thereof. I have examined and investigated this case, and from what I personally know of the transaction, am of the opinion that the Indians got the stock referred to. I believe the amount charged to be reasonable and just. I would therefore recommend that this claim be allowed for the full amount of \$250.

G. C. SNOW,
United States Neosho Indian Agent.

CLAIM OF W. L. ARNETT.

WILLIAM L. ARNETT }
vs. } Claim of \$300 for indemnity for four head of horses.
OSAGE INDIANS. }

I, William L. Arnett, a citizen of the United States and a resident of Allen County, State of Kansas, do hereby make this my application for indemnity for the loss of four head of horses, taken by the Osage Indians on or about the last of September, A. D. 1865, from or near my residence, in Allen County and State of Kansas.

I, William L. Arnett, of lawful age, being duly sworn according to law, depose and say that, on or about the last of September, A. D. 1865, I had taken or stolen from me near my residence, in Allen County, State of Kansas, four head of horses, worth \$300, also one worth about \$30. Said horses were taken by the Osage Indians, who admitted the taking of the five head, and gave up the one worth about \$30. Said Indians took the horses west in the fall of 1865 and sold them, as they (the Indians) represented to me, for flour, at the Big Bend on the Arkansas River; the four remaining in the possession of the Indians have never been paid for and are worth the amount above stated. One of their sub-chiefs admitted the facts as above set forth; also other Indians admitted the same, and that an Indian known by the name of Buffalo Calf had stolen the horses. Said Indian, as we were informed, had his feet frozen off last winter while out on the plains; and I further state that neither myself, representatives, agents, nor attorneys have violated the provisions of the act of Congress approved June 30, 1834, entitled "An act to regulate trade and intercourse with Indian tribes and to preserve peace on the frontiers," by seeking or attempting to obtain private satisfaction or revenge for the loss of property so as aforesaid set forth.

WILLIAM L. ^{his} ARNETT.
mark.

Signed in presence of—
JOHN SECREST.

Subscribed and sworn to before me this 27th day of November, A. D. 1866.
G. C. SNOW,
United States Indian Agent.

I, William H. Willey, of lawful age, being duly sworn according to law, depose and say that the facts as set forth in the claim of William L. Arnett are true, to the best of his knowledge. I was with Mr. Arnett, and heard the Indians admit to the taking of the five head of horses; they admitted the facts last fall, also this spring, and gave up one worth something near \$80; the four head yet not accounted for are worth at least \$300. I further state I am no ways interested in said claim.

W. H. WILLEY.

Subscribed and sworn to before me this 27th day of November, A. D. 1866.
G. C. SNOW,
United States Indian Agent.

[Indian depredation claim No. 29; date of application, November 27, 1866.]

NEOSHO AGENCY, *May 11, 1869.*

William L. Arnett, of Allen County, Kansas, ——— that on or about the 1st day of September, 1865, the Osage Indians stole from him five head of horses, one of which he recovered from said Indians. The four that were not recovered were worth \$300, for which he now claims pay.

I submitted this claim to the Osage Indians in general council April 26, 1869, and made application to them for satisfaction, as required by section 17 of the act of June 30, 1834, regulating trade and intercourse with Indian tribes. They denied the charge and refused to pay any part thereof.

I have examined the evidence in this case, and investigated said claim. I am fully of the opinion that the Indians got the horses in question, and would recommend that this claim be allowed in full, amounting to \$300.

G. C. SNOW,
United States Neosho Indian Agent.

CLAIM OF RUFUS ESTES, (ESTER.)

I, Rufus Estes, a citizen of the United States and resident of Neosho County and State of Kansas, hereby make application for indemnity for the loss of the following-described property taken by the Osage Indians between the 1st day of May, 1865, and 15th of October, 1866, valued at \$700, as will more fully appear by the evidence herewith submitted, six head of horses and ponies. And I hereby solemnly swear that neither myself, agent, or attorney have violated the provisions of the act of Congress approved June 30, 1834, entitled "An act to regulate trade and intercourse with Indian tribes and to preserve peace on the frontier," by seeking or attempting to obtain private satisfaction or revenge for the loss of said property as above set forth.

his
RUFUS + ESTES.
mark.

Attest: I. N. PHILLIPS.

Sworn to and subscribed to before me.

G. C. SNOW,
United States Neosho Indian Agent.

In support of the foregoing claim the said Rufus Estes offered proof as follows:

Rufus Estes, of lawful age, being duly sworn, says that about the 1st of May, 1865, lost six head of horses, described as follows, to wit: two large bay mares, six years old, both being with foal; one black horse, two years old; one black pony, three years old; one bay filly, one year old; one bay pony mare, two years old: all of which were branded on the right shoulder with the letter E, except the large mares; that the horses were at home as late as 7 or 8 in the evening; in the morning, the horses being missing, the neighbors came together and started in pursuit; the ground being very wet, it was easy to trail, which we did down to Chetopah Creek, where the Indians were encamped, but on our approach they suddenly decamped, running off with the horses, as the trail indicated, and leaving sundry articles in camp, some of which were claimed by the Indians; furthermore, that about the last of September, 1866, he got the three-year old black pony from the White Hair band; also that G. Qualls got his mare of a trader who had bought her of the Big Hill band. Said mare was running with Estis's horses, and taken the same time.

his
RUFUS + ESTES.
mark.

Attest: I. N. PHILLIPS.

Subscribed and sworn to before me this 26th day of November, 1866.

G. C. SNOW,
United States Neosho Indian Agent.

V. L. Wyrick, also of lawful age, being sworn, says that the two large mares were worth \$400; that the black horse, two years old, was worth \$150; black pony, three years old, was worth \$50; bay filly, one year old, was worth \$100; bay pony mare, worth \$50. On being shown the evidence of Rufus Estis, as written out, says it is

correct, in view of the facts in the case, and on being asked if he indorses it, answers yes.

V. L. WYRICK.

Subscribed and sworn to before me this 26th day of November, 1866.

G. C. SNOW,
United States Neosho Indian Agent.

J. S. Oliver, of lawful age, being sworn, says that he was also in the party pursuing Indians; that he is well acquainted with Estis and his horses, and that he, with others, trailed the horses from the range where they had been running down to Chetopah Creek, where the Indians were encamped; that on their approach they decamped, running up a large hollow some 300 yards, then taking across the prairie in the direction of Verdigris; says that the two large mares is worth \$400; that the black horse, two years old, is worth \$150; black pony, three years old, \$75; bay filly, one year old, \$75; pony mare, two years old, \$75; says there is not so much as a doubt in his mind about the Indians taking them.

J. S. OLIVER.

Subscribed and sworn to before me this the 26th day of November, 1866.

G. C. SNOW,
United States Neosho Indian Agent,

[Indian depredation claim No. 19; date of application, November 26, 1866.]

NEOSHO AGENCY, *May 10, 1869.*

Rufus Estes, of Neosho County, Kansas, claims that, between the 1st of May, 1865, and the 15th day of October, 1866, the Osage Indians took from him the following property, for which he now claims pay, as follows, viz:

2 large bay mares, six years old, value.....	\$400
1 black horse, two years old, value.....	150
1 pony, three years old, value.....	75
1 bay filly, one year old, value.....	75
1 mare pony, two years old, value.....	75
	775
	775

I submitted this claim to the Osage Indians, in general council, April 26, 1869, and made application to them for satisfaction, as required by 17th section of the act of June 30, 1834, regulating trade and intercourse with Indian tribes. They denied the charge, and refused to pay any part thereof. Mr. Estes claims that his horses were worth \$700, and proves that they are worth \$775. In this he proves too much. In relation to the Indians getting his horses he proves but little. This claim is very badly gotten up, and I would recommend that it be suspended for additional evidence and further investigation.

G. C. SNOW,
United States Neosho Indian Agent.

CLAIM OF V. L. WYRICK.

I, V. L. Wyrick, a citizen of the United States, and resident of Neosho County, State of Kansas, hereby make application for indemnity for the loss of the following described personal property taken by the Osage Indians between the 1st day of April, 1865, and September, 1866, valued at \$150, as will more fully appear by the evidence herewith submitted: one chestnut-sorrel mare, two years old.

And I hereby solemnly swear that neither myself, representatives, attorney, or agent have violated the provisions of the act of Congress approved June 30, 1834, entitled "An act to regulate trade and intercourse with Indian tribes, and to preserve peace on the frontier," by seeking or attempting to obtain private satisfaction or revenge for the loss of said property as aforesaid set forth.

V. L. WYRICK.

Subscribed and sworn to before me this 26th day of November, 1866.

G. C. SNOW,
United States Neosho Indian Agent.

In pursuance of the foregoing claim, the said V. L. Wyrick offered proof as follows: V. L. Wyrick, of lawful age, being sworn, says that his mare was running with Rufus Estes's horses and others of the neighborhood; that about the first days of May, 1865, she and Estis's, with others of the — were driven off in the night-time; that he and others trailed them down into the Indian country to Chetopah Creek, where the Indians had camped, and on our approach they hastily left camp, leaving sundry articles, some of which were afterwards claimed by the Indians; that there were two horses got from the Indians that ran with Estis's and mine, and was missing at the same time.

V. L. WYRICK.

Sworn to before me November 26, 1866.

G. C. SNOW,
United States Indian Agent.

J. S. Oliver, being sworn, indorses the foregoing evidence; says he was one of the party who trailed the horses; that the mare is worth \$150.

J. S. OLIVER.

Subscribed and sworn to before me this 26th day of November, 1866.

G. C. SNOW,
United States Neosho Indian Agent.

Rufus Estis, being sworn, says that Wyrick's mare run with his horses, and was missing at the same time, and that she is worth \$150.

his
RUFUS + ESTIS.
mark.

Attest: J. N. PHILLIPS.

Subscribed and sworn to before me, this the 26th day of November, 1866.

G. C. SNOW,
United States Neosho Indian Agent.

[Indian depredation claim No. 20; date of application, November 26, 1866.]

NEOSHO AGENCY, *May 10, 1869.*

V. L. Wyrick, of Neosho County, Kansas, claims that on or about the 1st day of May, 1865, the Osage Indians stole from him one chestnut-sorrel mare worth \$150, for which he now claims pay.

I submitted this claim to the Osage Indians in general council, April 26, 1869, and made application to them for satisfaction as required from seventeenth section of the act of June 30, 1834, regulating trade and intercourse with Indian tribes. They denied the charge and refused to pay any part thereof.

This claim is very deficient in the application and evidence. I would recommend that it be suspended for further investigation and evidence.

G. C. SNOW,
United States Indian Agent.