

HENRY WARREN.

JUNE 4, 1874.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. GIDDINGS, from the Committee on Indians Affairs, submitted the following

REPORT:

[To accompany bill H. R. 3597.]

The Committee on Indian Affairs, having under consideration the claim of Henry Warren, of Weatherford, Texas, for loss of property and damages sustained by reason of depredations alleged to have been committed by Kiowas and Comanche Indians, amounting to \$29,734.50, submit the following report:

The claimant in June, 1870, was awarded the contract for furnishing corn for the Quartermaster's Department at Fort Griffin, Texas. He alleges that, owing to the fact that over some ninety miles of uninhabited country over which the corn had to be transported in order to reach the fort, it was difficult for him to procure transportation; that men would not risk their lives and property without military protection; and consequently exorbitant rates were charged; that in order to obviate the necessity of paying these ruinous local rates he sent to Saint Louis and purchased his own wagons and mules and put them upon the road, in order that he might comply promptly with the terms of his contract.

Rumors of Indian raids having reached him, he applied to the commander at Fort Griffin for an infantry escort, but the soldiers could not be spared from the fort, and a sufficient number of carbines were supplied to arm each teamster.

On the 18th day of May, 1871, while the train of ten four-mule wagons, loaded with 550 bushels of corn, was traveling the road from Weatherford, Texas, to Fort Griffin, to comply with his contract with the Quartermaster's Department, it was suddenly attacked by about one hundred and fifty Indians, under the lead of Santanta, and the wagon-master and six of the teamsters murdered, without any sort of provocation whatever; the train pillaged; the animals killed or driven off; the corn scattered upon the ground, and so damaged by a heavy rain that after being hauled to the fort the remnant was sold for \$20; the harness, wagon-sheets, and everything that could be, were carried off; the wagons cut in pieces and so injured that the remnant of the ten wagons was sold for \$500.

Claimant alleges that by reason of the wagons being left in a desert country, some 65 miles from the fort, he was put to great expense in procuring teams to haul in the remnant of the train, and in procuring corn to fill his contract, which he did to the satisfaction of the quartermaster in charge, to which he certifies. Claimant submits a schedule

of property other than the mules taken and destroyed at the time, which he estimates at \$6,532.50; he also claims consequential damages in the amount of \$15,000 on account of interruption of business, and the hire of transportation at heavy expense; that he had to raise money at heavy rates to enable him to comply with his contract with the Government.

There is no doubt as to the facts in relation to the depredation, and that it was committed by the Kiowas and Comanches, under the lead of Santanta and Big-Tree. They went with the stolen property direct to Fort Sill reservation, and in presence of the Indian agent and General Sherman boasted of it. Santanta and Big-Tree were, by order of General Sherman, arrested, indicted, and tried by the civil authorities, and convicted of murder and condemned to be hanged, but the sentence was commuted to imprisonment for life at the instance of the Indian Department, and subsequently released, and are now at large.

A large number of witnesses verify the statement of the claimant as to all the facts and amount of damage sustained and value of property taken and destroyed. It is shown that the claimant is a man of good standing, that he served as an officer in the Union Army during the late war, that by reason of the depredations of Indians he has been reduced from an easy and comfortable competence to absolute want, and is now working on a small salary affording barely a support.

It appears that the Indians delivered to their agent, for claimant, thirty-five mules and one horse; and he admits having received that number, but asserts that most of them were inferior to those lost, some of them Mexican or Indian mules, and others broken-down Government mules; that two have been proven and taken from him by the El Paso Stage Company, as their property, and two having the Government brand were seized by the United States quartermaster, at Fort Richardson, as the property of the Government, while those taken were large American mules; that those delivered to his agent at the reservation, two hundred miles from Weatherford, (claimant's home,) in midwinter, after they arrived at Weatherford, were appraised by disinterested parties at an average of \$80 per head, and sold at that price.

Claimant also submits a claim for \$10,353.50 for damages alleged to have been sustained by reason of an attack upon another of his trains while in the employment of the Government, in supplying corn under the same contract, and within ten miles of the place where the other train was captured. That on the 25th of August, 1871, a band of Cheyennes made an attack upon his train, and captured twenty-one mules, valued at \$200 each, and one mare, valued at \$175. His train being partly broken up by the loss of his mules, he was obliged to abandon a part of his loading, and claims that the corn was all more or less injured, and that he was further damaged in detention of train, loss of corn, &c., to the amount of \$5,977.50.

A number of witnesses verify statement of claimant in regard to capture of same, and damages sustained.

The Indians also admit making the capture, and delivered to their agent twelve mules, for Mr. Warren, and he admits having received that number, but avers they were of an inferior class, being small Mexican or Indian mules and broken-down Government mules, and that they were delivered to his agent at the reservation, two hundred miles from his home, and when they arrived at the latter place they were appraised by disinterested parties at \$80 per head, and sold at that price. The evidence fully sustains the statement of claimant as to class of mules taken and returned to him by the agent of the Indians.

The evidence is positive and conclusive as to the capture by the Indians named in both cases, who were in amity with the United States and the recipients of its bounty upon the reservation, and bound, by treaty stipulations, to pay out of their annuities all losses sustained by depredations committed by them, and also that they had no provocation whatever, and that the depredations were committed within the State of Texas, and about one hundred and fifty miles from the lawfully recognized habitation or hunting-grounds of the Indians; and further, that the attack was made under the lead of the chiefs who signed the treaty of 1868, and falls clearly within the purview of the acts of 1802 and 1834.

This claim has been fully investigated by the Indian agent, the Commissioner of Indian Affairs, and Secretary of the Interior. The letters of the Secretary of the Interior and Commissioner of Indian Affairs are herewith submitted, marked A and B.

The committee concur in the recommendation of the Secretary of the Interior, in the justice of claimant's demand and liability of the Government to pay the actual damages shown by the evidence to have been sustained, disallowing all claim for consequential damages, though the proof shows heavy losses over and above the value of the property taken and destroyed. •

Allowing the claimant the value of his property, as shown by the evidence, which was taken and destroyed, and deducting therefrom the value of the property returned by the Indians through their agent, we find due claimant the sum of \$15,867.50, and herewith submit the accompanying bill and recommend its passage.

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