

JOHN FLETCHER.

FEBRUARY 14, 1882.—Committed to the Committee of the Whole House and ordered to be printed.

Mr. SPAULDING, from the Committee on Indian Affairs, submitted the following

REPORT :

[To accompany bill H. R. 4441.]

*The Committee on Indian Affairs, to whom was referred the bill (H. R. 300) for the relief of John Fletcher, respectfully report :*

This claim was before the Forty-third, Forty-fourth, Forty-fifth, and Forty-sixth Congresses. Three times its payment has been recommended by committees of the House and once by a committee of the Senate.

Claimant seeks to recover the sum of \$3,450 for depredations alleged to have been committed by the Cheyenne and Arapaho Indians, in the month of November, 1870.

Your committee find that on the 4th day of May, 1870, claimant entered into a contract in writing with "Brevet Brigadier-General M. R. Morgan, commissary of subsistence, United States Army, chief commissary of the department of the Missouri," by the terms of which he was to furnish between the 1st day of July, 1870, and the 30th day of June, 1871, at Forts Harker, Hays, Wallace, Larned, and Dodge, in the State of Kansas, and Camp Supply, in the Indian Territory, beef and beef-cattle on the hoof, and that he executed bond with approved security for the faithful performance of his said contract. Your committee further find from the evidence adduced that on or about the 25th of November, 1870, while claimant, in pursuance of the terms of his said contract, was en route from Fort Dodge, Kansas, to Camp Supply, in the Indian Territory, with a drove of one hundred and twenty-five beef-cattle, for the use of the government troops stationed at the latter point, and when within about twenty-five miles thereof, a band of Cheyenne and Arapaho Indians stampeded claimant's said herd of cattle, and succeeded in driving away sixty-nine head of them, none of which claimant ever recovered; that it does not appear that claimant was guilty of negligence whereby said loss was occasioned, nor does it appear that he ever recovered any part of said sixty-nine head of cattle, or that he has ever recovered any payment or other indemnity for his said loss.

Your committee further find from the evidence adduced that said cattle had cost plaintiff a greater sum than he seeks to recover by the bill under consideration; that he paid fifty dollars per head for them in Shawnee County, in the State of Kansas, which is all he seeks to recover; and that in the opinion of claimant and one of his witnesses, they were worth seventy-five dollars per head at the time and place at which they were lost; which your committee think is not improbable, in view of the

fact that, by the terms of the contract, they were to be American cattle and of an average weight of one thousand pounds; and the stipulated price per pound, net, was twelve and a quarter cents.

In the opinion of your committee the testimony shows that they, in character, weight, and quality conformed to the requirements of the contract; at all events, such is clearly the tendency of the testimony, and your committee find nothing that contravenes it.

One Edward Van Horn, an Indian interpreter, makes oath that he saw these cattle soon after in the camp of these Indians, and that they admitted getting them from a contractor at the place where Fletcher's cattle were stamped on Buffalo Creek.

The claim appears to be a just one, and should be paid. Your committee report the accompanying substitute for the bill, and recommend its passage.