

IN THE SENATE OF THE UNITED STATES.

MAY 23, 1880.—Ordered to be printed.

Mr. PENDLETON, from the Committee on Indian Affairs, submitted the following supplemental

REPORT:

[To accompany bill S. 1254.]

On pages 5 and 6 of the report of the Committee on Indian Affairs upon bill S. 1254 will be found an itemized statement of the loss alleged by claimant to have been inflicted by the Comanche and Kiowa Indians, amounting to \$29,732.50.

On page 6 of the report there is an itemized statement of the loss alleged to have been inflicted by the Cheyenne Indians, making an aggregate of \$10,352.50.

On the 30th of April, 1874, the House of Representatives, by resolution, called upon the Secretary of the Interior for a list of all claims for losses through depredations committed by Indians presented to the department for ten years past.

In answer to that resolution the Secretary of the Interior, in a letter dated January 9, 1875, found in Executive Document No. 65, Forty-fifth Congress, second session, transmitted a list of such claims, with the action of the department thereon where action had been taken.

By reference to pages 34 and 35 of that document (No. 138), it will be found that the claim of Henry Warren against the Comanches and Kiowas for \$29,732.50 was allowed for \$11,852.50, and his claim against the Cheyennes for \$10,352.50 was allowed for \$4,015.

By reference to the report of the Commissioner of Indian Affairs, Edward P. Smith, upon this case, it will be found that the amount awarded was reached in this way:

Claim against Comanches and Kiowas.....		\$29,732 50
Reject amount claimed for damages by detention, loss of business, &c.....	\$15,000 00	
Deduct for stock recovered.....	2,880 00	
		<u>17,880 00</u>
Leaving amount awarded.....		11,852 50
By report of the same Commissioner it will be found that the amount awarded in the Cheyenne claim was reached as follows:		
Amount of loss claimed.....		<u>\$10,352 00</u>
Amount allowed for stock driven off and killed (page 6 of report).....	\$4,375 00	
For loss of corn and general damage.....	600 00	
		<u>4,975 00</u>
Deduct for stock recovered.....	960 00	
Leaving amount awarded.....		<u>4,015 00</u>
The amount of award in Comanche and Kiowa claim.....		11,852 50
And amount allowed on Cheyenne claim.....		<u>4,015 00</u>
		15,867 50
Making total of.....		15,867 50
This is the amount named in the bill.		

Although the evidence in this case was, to use the language of the Commissioner in his report, "clear and positive," the claim of Warren for consequential damages was wholly disallowed, and only that for actual loss incurred nearly nine years ago taken into account.

The claim has also been favorably reported upon four times by the Committee on Indian Affairs of the House of Representatives, as shown by the printed reports of that body, but further action was never obtained, owing to adjournment before it could be reached.

The committee also submit various other papers which throw light on the subject.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., September 29, 1873.

SIR: I have the honor to submit herewith, for your consideration, the claim of Henry Warren for \$29,732.50, on account of depredations alleged to have been committed by Kiowas and Comanches.

The Indians, in council, admit the material facts charged in regard to the depredation, and have partially made restitution, but decline to make further satisfaction.

The claimant, in June, 1870, was awarded the contract for furnishing corn to the quartermaster's department at Fort Griffin, and avers that in consequence of the danger to be apprehended from Indian raids over some ninety miles of the wild and uninhabited district in that portion of Texas through which the corn was to be transported to reach the fort, it was very difficult for him to secure the aid required and the means of transportation; that men would not risk their lives and property in that portion of the country without military protection; and that, consequently, exorbitant rates of freight were charged. To obviate the necessity of paying these ruinous local rates, and to be enabled to comply with the terms of his contract promptly, he sent to Saint Louis and purchased his own wagons and mules and placed them upon the road.

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 was passing over the most dangerous portion of the route to the fort, a sudden attack was made by a band of 150 Kiowas commanded by Sa-tau-ta; the train-master was instantly killed and seven of the teamsters, the remainder abandoning the teams and fleeing to save their lives. The Indians sacked and pillaged the wagons and drove off the mules, 41 in number, and 1 horse, and destroyed and took away much other property.

Claimant alleges that by reason of the wagons being thus left in a desert country, some 65 miles from the fort, he was subjected to great expense in securing other teams to haul in the remains of the abandoned train, and the corn was so much damaged that he was compelled to purchase another lot to fill the contract.

Aside from the loss of mules, Mr. Warren presents a schedule of property taken and destroyed by the Indians at the time designated, which he estimates at \$6,532.50. He also claims damages of a consequential character to the amount of \$15,000, averring that his business was interrupted for about a month; that he had to hire transportation at a heavy expense; was obliged to raise money at a ruinous sacrifice to pay creditors and meet his engagements with the government, besides the loss of his train, which he claims yielded him about \$1,000 per month.

There can be no doubt about the fact of the depredation. A large number of witnesses verify the statements of the claimant with regard to that, and also, as to the amount of damage he sustained.

Apart from their testimony, there is abundant proof, in reports from the Indian agent and Army officers, on file in this office, that the Kiowas, under Sa-tau-ta, committed the outrage as charged.

It appears from the evidence that the Indians delivered over to their agent 35 mules and 1 horse for Mr. Warren; and he admits that he received that number, but asserts that most of them were an inferior class of mules to those he lost. Some of them were Mexican or Indian mules, and others were broken-down government mules, &c.; only a few were of a superior quality, while his were large American mules; and, further, that they were delivered to his agent, Mr. Du Bose, at the reservation, 200 miles from Weatherford (claimant's home), and, after they arrived at the latter place, were appraised at an average of \$80 per head and sold for that sum.

The evidence of Mr. Du Bose and others confirms claimant's statement as to the class of mules delivered to him in exchange for those lost, the average amount received for them, and also the character of the mules taken from him by the Indians.

The evidence also is quite clear and positive in regard to the damage sustained by the claimant by reason of the depredation, apart from his loss of property.

Allowing him the full amount claimed for the mules and other property shown to have been lost, as well as the difference claimed by him in those sold and the price of his own mules, it is believed would, under all the circumstances, be a fair settlement of his claim.

The property shown to have been lost is valued at \$14,732.50. Deducting therefrom \$2,880, the amount received by him for the mules and horse sold, would leave \$11,852.50, and I respectfully recommend that the claim be allowed for that amount.

Very respectfully, your obedient servant,

EDWD. P. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., February 9, 1874.

SIR: I have the honor to submit herewith a claim of Henry Warren for \$10,352.50, on account of a depredation alleged to have been committed by Cheyenne Indians in 1871.

Mr. Warren, in June, 1870, was awarded the contract for furnishing corn to the quartermaster's department at Fort Griffin, and alleges that by reason of the frequent Indian raids along some portions of the route in that part of Texas through which the corn was to be transported, it was difficult to secure the aid required and the means of transportation; that men would not risk their lives and property on so dangerous a route without military protection, and, consequently, exorbitant rates of freight were charged. To obviate the necessity of paying these rates, and to be enabled to comply with the terms of his contract promptly, he purchased American mules and his whole outfit in Saint Louis and placed them upon the road.

On the 18th of May, 1871, while his train was passing over the most dangerous part of the route to the fort, it was attacked by a large band of Kiowas under the lead of Sa-tan-ta, who killed seven of the teamsters, sacked and pillaged the wagons, and drove off 41 mules. The particulars in regard to this depredation may be seen in report to the department, dated September 29, 1873.

Claimant avers that by reason of this depredation he was obliged to raise money at a ruinous sacrifice to fulfill his contract, and that he had hardly recovered from this disaster when, on the 25th of August, 1871, a band of Cheyennes made an attack upon one of his other trains, at a point about 10 miles distant from the scene of the former raid, and captured 21 mules, valued at \$200 each, and one mare valued at \$175. His train being partly broken up by the loss of the mules, he was obliged to abandon part of the loading, and claims that the corn was all more or less injured by the delay on the road, and that apart from the loss of mules he was damaged in the detention of the train, in wagons, loss of corn, &c., to the amount of \$5,977.50.

A number of witnesses verify the statements of claimant with regard to the capture of the mules, and the damages sustained by him.

It appears from the evidence that the Indians delivered over to their agent 12 mules for Mr. Warren, and he admits that he received that number, but asserts that they were an inferior class of animals to those lost—Mexican and broken-down government mules—and that they were delivered to his agent, Mr. Du Bose, at the reservation, 200 miles from his, claimant's, residence, and after they arrived at the latter place were appraised at \$80 per head, and sold for that sum.

The evidence of Mr. Du Bose and others confirms claimant's statement as to the class of animals delivered to him in exchange for those lost, the average amount received for them, and also the character of the mules taken from him by the Indians.

Allowing him the full amount claimed for the mules and mare, and the difference claimed by him in those returned and sold, and the price of his own mules, and \$600 for corn lost, and damages to wagons, it is believed, would, under all the circumstances, be a fair settlement of his claim.

The property shown to have been lost and damaged, as above indicated, amounts to \$4,975. Deducting therefrom \$960, the amount received by him for the mules sold, would leave \$4,015; and I respectfully recommend that the claim be allowed for that amount.

Very respectfully, your obedient servant,

EDWD. P. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

WAR DEPARTMENT,
Washington City, May 22, 1880.

SIR: In response to your letter of the 16th ultimo, requesting information regarding orders to post commanders, &c., to furnish escorts to contractors' supply trains in districts liable to Indian raids, I have the honor to inclose herewith copies of all orders in the premises issued by the commanding general Department of the Missouri.

The contracts for transportation in the Department of Texas for the years 1868, 1869, 1870, and 1871, specify that contractors shall be furnished with suitable escorts for protection of supplies, when the amount transported is 125,000 pounds or less; when that amount is exceeded, then no escort to be furnished.

Very respectfully, your obedient servant,

ALEX. RAMSEY,
Secretary of War.

Hon. RICHARD COKE,
Chairman Committee on Indian Affairs, United States Senate.

[General Order No. 27.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI,
Saint Louis, Mo., February 28, 1866.

For the security of trains and travelers crossing the Great Plains during the coming season, the following rules are published and will be enforced by all commanders of military posts in that region:

I. Fort Ridgley and Fort Abercrombie are designated as points of rendezvous for all trains or travelers pursuing the routes from Minnesota to the mining regions of Montana, by way of Fort Berthold, Fort Union, and the valley of the Upper Missouri and Yellowstone Rivers; and to the same region by way of Sioux Falls, Fort Pierre, the Black Hills, and Powder River. This latter route is believed to be safe to travel as far as Fort Pierre or Crow Creek, on the Missouri River, even for small parties. Beyond the Missouri River all precautions herein indicated must be taken.

In like manner, Fort Kearney is designated as the point of rendezvous for all trains destined for Denver City or Fort Laramie, by way of the Platte River route; and Fort Riley and Fort Larned as the rendezvous for trains for New Mexico, and for Denver City or other points in Colorado, by the Smoky Hill or Arkansas River routes. These points can be reached from the Missouri River without danger.

II. At the posts above designated, all trains will be organized for defense by electing a captain and other officers, and organizing the teamsters, employes, and any other persons traveling with or belonging to the train, into one or more companies. Every person who accompanies a train must be properly armed for defense, and must submit himself during the journey to such regulations as the captain of the train shall lay down, and perform such duties, as guards, sentinels, herdmen, &c., as may be designated by the same authority. No train consisting of less than twenty wagons and thirty armed men, organized as above indicated, will be permitted to pass into the Indian country; and during the transit across the plains these trains will be held responsible for the faithful observance of the rules and regulations laid down and the treaties with the Indian tribes through whose country they are passing.

III. The commanding officer of each military post on any of the routes west of the posts herein indicated as rendezvous is directed to inspect each train which passes his post sufficiently to assure himself that the military organization herein specified has been made, and that the usual precautions against Indian attacks or surprises have been carefully observed. When it is found that the provisions of this order have not been complied with, the train in which such neglect occurs will not be permitted to pass beyond the military post where it is discovered until it is made manifest to the commanding officer that such neglect will not occur again. The commanding officer who discovers this neglect will also report the facts to the commander of the next post on the route, in order that careful examination of the train may again be made at that post.

IV. All persons traveling across the plains, except those belonging to the military service of the United States, and such as are transported in the mail coaches or other conveyances on the overland routes, must join themselves together in a military organization, consisting of not less than thirty armed men, or must connect themselves with some train.

V. No persons will be permitted to enter the Indian country unless they comply with the provisions of this order; and commanding officers of the military posts as far west as Washington Territory, the State of Nevada, and the Territory of Arizona, will arrest and hold all persons attempting to cross the plains in any other manner than that herein specified.

VI. Whenever a military escort is thought necessary, the commanding officer of the military post beyond which such escort may be required will notify the captains of trains of the fact, and will furnish a sufficient escort, in addition to the force with the train, to protect it to the next military post, when, if necessary, another escort will be furnished; and these escorts will be supplied from one post to another in this manner until the point of danger is passed.

VII. Whenever an attack is made by Indians upon any train pursuing the overland routes, or traveling elsewhere on the plains, the commanding officer of the nearest military post will furnish prompt assistance, and will immediately report the facts in the case to these headquarters, specifying particularly whether the party attacked had complied with these rules and had made as good defense as could be expected.

VIII. These regulations will be enforced in like manner upon all returning trains, which will be organized in conformity thereto at the military post nearest to their points of departure from the settlements.

IX. All commanding officers of military posts on the plains are charged with and will be held responsible for the faithful execution of this order; and on no pretext should they fail carefully to inspect every train or party of travelers which passes through or within reach of the posts under their command. Whilst every assistance at their command will be furnished by the commanders of military posts which may facilitate or render secure the transit of emigrants or supply trains across the great plains, these officers are also charged with the responsibility of exacting from these parties a strict observance of all proper precautions against Indians, and of requiring that such parties be prepared to protect themselves as far as may be in their power.

X. It is not practicable, with the military forces within this department, to render every foot of the overland routes entirely secure against Indian hostilities; and, whilst the military forces will be disposed and used in the manner which seems best adapted to protect parties of travelers, such parties must, between the military posts, rely much upon their own organization and means of defense. As the government provides such protection for emigrants and trains as it is practicable to do without ruinous expense, and as the military forces are held largely responsible for any misfortunes which may befall such parties from Indian attacks, they claim and will exercise the right to lay down rules for such journeys, made within the Indian country and the jurisdiction of the military authorities, as may be considered necessary to provide against danger and at the same time not be oppressive or embarrassing to emigration or travel.

The above regulations are thought reasonable and easy to observe, and, if complied with, are considered sufficient, with the presence and aid of the troops at important points, to render travel across the plains reasonably secure. They are therefore published for the information of all concerned, and will be strictly enforced.

By command of Major-General Pope.

J. P. SHERBURNE,
Assistant Adjutant General.

[General Orders No. 29.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI,
Fort Leavenworth, Kans., February 25, 1867.

I. General Order No. 27 (Major-General Pope's series), from these headquarters, dated February 28, 1866, is hereby modified to correspond with the recent changes in the limits of this department, and as follows:

1st. Fort Larned is designated as the point of rendezvous for trains *en route* to New Mexico via the Arkansas and Cimarron route, also to points in Colorado, via the Arkansas River; Fort Harker, for trains *en route* to Denver City or other points in Colorado and westward, via the Smoky Hill route; and Fort Riley, for all trains via the Republican Fork to points on the Platte. These posts can now be reached from the Missouri River without danger. In case of Indian hostilities occurring hereafter in the neighborhood of Forts Larned or Harker, Fort Riley is designated as the point of rendezvous for all trains going west in this department.

2d. At the posts above designated all trains will be organized for defense by electing a captain and other officers, and organizing the teamsters, employes, and any other persons traveling with or belonging to the train into one or more companies. Every person who accompanies a train must be properly armed for defense, and must submit himself during the journey to such regulations as the captain shall lay down, and perform such duties as guards, sentinels, herdmen, &c., necessary to the safety of the train as may be assigned him by the same authority.

The commanders of the posts named as rendezvous, being on the spot, are the best judges as to the proper constitution of the trains as to numbers at any particular date, but no trains of less than twenty wagons and thirty armed men should be permitted

to pass into the Indian country. During the transit across the plains these trains will be held responsible for the faithful observance of the rules laid down and of the treaties with the Indian tribes through whose country they are passing.

3d. The commanding officer of each military post on any of the routes west of the posts herein indicated as rendezvous is directed to inspect each train which passes his post sufficiently to assure himself that the military organization herein specified has been made, and that the usual precautions against Indian attacks or surprises have been carefully observed. When it is found that the provisions of this order have not been complied with, the train in which such neglect occurs will not be permitted to pass beyond the military post where it is discovered until it is made manifest to the commanding officer that such neglect will not occur again. The commanding officer who discovers this neglect will also report the facts to the commander of the next post on the route, in order that careful examination of the train may again be made at that post.

4th. All persons traveling across the plains, except those belonging to the military service of the United States and such as are transported in the mail coaches or other conveyances on the overland routes, must join themselves together in a military organization, consisting of not less than thirty armed men, or must connect themselves with some train.

5th. Whenever a military escort is thought necessary, the commanding officer of the military post beyond which such escort may be required will notify captains of trains of the fact, and will furnish a sufficient escort in addition to the force with the train to protect it to the next military post, when, if necessary, another escort will be furnished, and these escorts will be supplied from one post to another in this manner until the point of danger is passed.

6th. Whenever an attack is made by Indians upon any train pursuing the overland routes, or traveling elsewhere on the plains, the commanding officer of the nearest military post will furnish prompt assistance, and will immediately report the facts in the case to these headquarters, specifying particularly whether the party attacked had complied with these rules, and had made as good defense as could be expected.

7th. These regulations will be enforced in like manner upon all returning trains, which will be organized in conformity thereto at the military post nearest to their points of departure from the settlements.

8th. All commanding officers of military posts on the plains are charged with and will be held responsible for the faithful execution of this order; and on no pretext should they fail carefully to inspect every train or party of travelers which passes through or within reach of the posts under their command. Whilst every assistance at their command will be furnished by the commanders of military posts which may facilitate or render secure the transit of emigrant or supply trains across the great plains, these officers are also charged with the responsibility of exacting from these parties a strict observance of all proper precautions against Indians and of requiring that such parties be prepared to protect themselves as far as may be in their power.

9th. It is not practicable, with the military force within this department, to render every foot of the overland routes entirely secure against Indian hostilities; and, whilst the troops will be disposed and used in the manner which seems best adapted to protect parties of travelers, such parties must, between the military posts, rely much upon their own organization and means of defense. As the government provides such protection for emigrants and trains as it is practicable to do without ruinous expense, and as the military authorities are held largely responsible for any misfortunes which may befall such parties from Indian attacks, they claim and will exercise the right to lay down such rules for journeys, made within the Indian country and within their jurisdiction, as may be considered necessary to provide against danger and at the same time not be oppressive or embarrassing to emigration or travel.

II. The above regulations are thought reasonable and easy to observe, and, if complied with, are considered sufficient, with the presence and aid of the troops at important points, to render travel across the plains reasonably secure. They are therefore published for the information of all concerned, and will be strictly enforced.

By command of Major-General Hancock:

CHAUNCEY MCKEEVER,
Assistant Adjutant-General.

[General Orders No. 24.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI,
Fort Leavenworth, Kans., August 1, 1870.

Hereafter commanders of posts from which supply trains for other posts set out will be responsible for sending and properly protecting such trains to the next post *en route* to their destination.

For this purpose the quartermaster at any post or depot will, as soon as the train

is loaded, report the fact to the commander of the post, who will then consider himself responsible for the train until it is turned over to the next post commander.

He will, if he thinks it necessary, furnish a proper escort and direct the movements of the train until it reaches the post nearest his own *en route*.

Upon arriving at the next post, the commander of the escort will report to the post commander and turn over the train to him to be forwarded to the next post, and will then return with his escort to his proper station.

This course will be pursued by each post commander in succession until the train reaches its destination.

With loading and reporting the train to the post commander the functions of the post or depot quartermaster in respect to that train will cease.

The post commander will be the sole judge of the necessity of an escort and of its strength, and will be responsible for the safe delivery of the train at the next post on the route to its destination.

By command of Brevet Major-General Pope :

W. G. MITCHELL,
Brevet Colonel, U. S. A., Acting Assistant Adjutant General.

[General Orders No. 31.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI,
Fort Leavenworth, Kans., October 27, 1870.

The following instructions, in addition to those contained in General Orders No. 24, current series, from these headquarters, relative to escorts for supply trains in this department, are published for the information and guidance of all concerned.

Commanders of posts from which supply trains are sent will, as far as possible, concentrate such trains, and thus avoid the necessity for furnishing many small escorts, and when it is possible to do so without manifest injury to the service, a commissioned officer will be placed in command of each escort and train, who will be held rigidly accountable for any loss of public animals or other property belonging to such train while in his charge, and from such accountability he will not be relieved unless he can clearly show that all proper and necessary military precautions were taken to protect the public property under his charge.

By command of Brigadier General Pope :

W. G. MITCHELL,
Brevet Colonel, U. S. A., Acting Assistant Adjutant General.

[Special Field Orders No. 11.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI,
In the Field, Fort Hays, Kans., September 23, 1868.

I. The commanding officer Fort Dodge will furnish one non-commissioned officer and ten men as a guard to proceed, on its arrival at that post, with a contractor's train to Fort Hays.

On the completion of this escort duty, this detachment will return with the train to Fort Dodge.

By command of Major-General Sheridan :

J. SCHUYLER CROSBY,
Acting Assistant Adjutant-General.

Official copies.

R. C. DRUM,
Assistant Adjutant-General.

ADJUTANT-GENERAL'S OFFICE, *May 22, 1860.*

The Committee on Indian Affairs, to whom was referred the claim of Henry Warren 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, have had the same under consideration, and 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 transport-

ation; 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.

It appears that it was understood by contractors that in case of danger of raids being made by Indians, that they were to have suitable escorts to protect the trains and supplies transported. (See copy of telegram furnished the committee by the Secretary of War, hereto attached, marked C.)

Rumors of Indian raids having reached claimant, 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.

After a careful examination of all the evidences, reports, and correspondence filed in this case, we find the facts and circumstances correctly stated in the report of the Committee on Indian Affairs of the House of Representatives of the first session of the Forty-third Congress, made by the Hon. Mr. Giddings, which the committee adopt, as follows:

"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 Snerman 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 the 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.

"W. W. WILSHIRE."

[House report No. 227, Forty-fifth Congress, second session.]

FEBRUARY 15, 1878.—Committed to the Committee of the Whole House and ordered to be printed.

Mr. HOOKER, from the Committee on Indian Affairs, submitted the following report (to accompany bill H. R. 689).

The Committee on Indian Affairs report back to the House the bill (H. R. 689) for the relief of Henry Warren, with a favorable recommendation, and that the said bill be so amended as to strike out the word "fifteen" and insert the word *fourteen* in line 5 of printed bill; and to strike out the words "eight" and "sixty-seven," in lines 5 and 6, and insert the words *seven* and *thirty-four* in said lines; and that the words "eight" and "fifty-two" and "fifty," in lines 15 and 16, be stricken out, and in lieu thereof the words *five, eighty-seven*, and *two* be inserted instead in said lines 15 and 16; and that the words "four thousand and fifteen dollars," in lines 17 and 18, be stricken out, and that the words *three thousand one hundred and forty-seven dollars and forty-eight cents* be inserted in lieu thereof, and that the bill as so amended do pass.

We find that this bill was favorably reported to the Forty-third Congress by the Hon. Mr. Giddings, and also favorably reported by Hon. Mr. Wiltshire, to the Committee on Indian Affairs, and the substance of said former reports is hereby embodied and made part of this report.

All of which is respectfully submitted.

[House report No. 256, Forty-sixth Congress, second session.]

FEBRUARY 13, 1880.—Committed to the Committee of the Whole House and ordered to be printed.

Mr. HASKELL, from the Committee on Indian Affairs, submitted the following report (to accompany bill H. R. 1407).

The Committee on Indian Affairs, having had under consideration bill H. R. 1047, submit the following report:

The claimant, in June, 1870, was awarded the contract for furnishing corn for the Quartermaster's Department at Fort Griffin, Tex. He alleges that, owing to the

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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, Tex., 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 66 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 \$2,880 for them when sold in market.

The property shown to have been lost is valued at \$14,732.50. Deducting therefrom \$2,880, proceeds of the sale of the recovered animals, would leave \$11,852.50, which the committee recommend to be paid claimant for loss sustained from the attack of the Kiowas and Comanches, less \$1,000 deducted from the gross amount of bill, to cover all questions as to value of property lost as itemized in Mr. Warren's schedule.

The committee submit in this connection a letter from E. P. Smith, Commissioner of Indian Affairs, to the Hon. Secretary of the Interior, under date of September 29, 1873, which is marked Exhibit B.

Claimant also submits a claim of \$10,353.50 for loss sustained by reason of an attack upon another of his trains, employed under the same contract, and within ten miles of the place where the former attack was made. This last was by a band of Cheyenne Indians, which captured while on herd near the train, on the 25th of August, 1871, 21 mules and 1 mare; mules valued at \$200, the mare at \$175.

The claimant's train was partly broken up; he was obliged to abandon part of his loading, all of which he avers was injured, and he submits that he was thus damaged by detention, loss of corn, &c., \$5,977.50, in addition to the loss of the animals.

The committee allow for damages to wagons and loss of corn, \$600; 21 mules, at \$200, \$4,200; 1 mare, \$175; total, \$4,975.

From the evidence submitted, it appears that in this case 12 mules were recovered from the Indians and delivered to claimant, for which he received \$960. Deducting this amount from the total above stated, would leave \$4,015, which the committee recommend to be paid on this branch of the claim.

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 and section 2156 of the Revised Statutes.

This claim has been fully investigated by the Indian agent, the Commissioner of Indian Affairs, and the Secretary of the Interior.

The evidence submitted in this entire claim is clear and conclusive on every point. There is no doubt that claimant suffered heavy consequential damages, but none have been allowed by the committee.

It appears also that it was the understanding with the contractor that he was to be given a military escort. (See telegram by Secretary of War herewith submitted.) None was provided, as no troops could be spared from other duty. The teamsters were, however, provided with arms by the military authorities.

The committee recommend the passage of the accompanying bill.

[Telegram.]

SAN ANTONIO, *February 14, 1876.*

ADJUTANT-GENERAL,
Washington, D. C.:

Articles 10 and 11 of contracts for years 1868, 1869, 1870, and 1871, state that contractors shall be furnished with suitable escorts for protection of supplies, when amount transported is 125,000 pounds or less; when that amount is exceeded, then no escort to be furnished. No other order or instructions seem to have been given by the department commander during these years.

TAYLOR,
Assistant Adjutant-General,
In the absence of the Department Commander.