

BICKFORD & STANLEY.

LETTER

FROM THE

SECRETARY OF THE INTERIOR,

RELATIVE TO

The claim of Bickford & Stanley on account of depredations by Kiowa Indians in 1864.

JANUARY 25, 1872. Referred to the Committee of Claims and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., January 25, 1872.

SIR: The claim of Bickford & Stanley on account of depredations by Kiowa Indians, committed upon their property in 1864, is herewith submitted for the consideration and action of Congress, under the fourth section of the act making appropriations for the Indian Department, approved July 15, 1870. (Statutes at Large, volume 16, page 360.)

Copies of reports of the Commissioner of Indian Affairs, dated March 20, 1871, and January 19, 1872, in relation to this and other claims, are herewith transmitted.

Very respectfully, your obedient servant,

C. DELANO, *Secretary.*

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., March 20, 1871.

SIR: I have the honor to transmit herewith a claim of Bickford & Stanley, on account of alleged depredations by Kiowa Indians upon their property in February and July, 1864; amount \$1,400.

The claim was first presented to this office by United States Indian Agent Colley in March, 1865. On the 15th of June last the papers were sent to Superintendent Hoag, with instructions to have the case submitted by the United States agent for the Kiowas to the Indians in council, as required by the seventeenth section of the intercourse act of June 30, 1834.

The superintendent returned the claim in December last, with a report from Agent Tatum thereon, dated the 5th of that month, a copy of which is herewith. Agent Tatum remarks that the "Kiowa Indians acknowledge taking the eleven horses and two mules, and refuse to make satisfaction."

The account of the property stolen, which forms a part of the sworn statement of H. L. Bickford, one of the firm, is for the value of two mules, \$350, and eleven horses, \$1,050. In my judgment, the case is sustained as to the fact of the depredation and the number of animals stolen, and the claimants are entitled to indemnification for the actual loss sustained. I respectfully suggest that the matter be laid before Congress for action by that body, under the fourth section of the act making appropriations for the Indian Department, approved July 15, 1870.

Very respectfully, your obedient servant,

E. S. PARKER,
Commissioner.

Hon. C. DELANO,
Secretary of the Interior.

CLAIM OF BICKFORD & STANLEY.

OFFICE KIOWA AGENCY,
Indian Territory, Twelfthmonth 5, 1870.

Friend E. HOAG, *Superintendent*:

The accompanying claim of Bickford & Stanley has been presented in council to the Indians. The Kiowa Indians acknowledge taking the eleven horses and two mules, and refuse to make satisfaction.

Respectfully,

LAURIE TATUM,
United States Indian Agent.

The Kiowa Tribe of Indians in account with Bickford & Stanley.

1864.		
Feb 9.	To 1 black mare-mule, 6 years old and 14 hands high, brand, CC ...	\$150 00
	To 1 bay mare-mule, 8 years old and 16 hands high, no brand.....	200 00
July 20.	To 1 bay horse, 7 years old and 17 hands high, no brand	150 00
	To 1 bay mare, 3 years old and 13 hands high, no brand	75 00
	To 1 bay horse, 6 years old and 14 hands high, no brand	75 00
	To 1 bay horse, 4 years old and 15 hands high, Mexican brand.....	100 00
	To 1 sorrel mare, 5 years old and 15 hands high, Mexican brand.....	100 00
	To 1 brown horse, 8 years old and 14 hands high, no brand.....	75 00
	To 1 gray mare, 3 years old and 13 hands high, no brand	75 00
	To 1 bay mare, 3 years old and 13 hands high, Mexican brand	75 00
	To 1 bay mare, 5 years old and 15 hands high, no brand	100 00
	To 1 white horse, 6 years old and 16 hands high, brand H	100 00
	To 1 sorrel horse, 9 years old and 17 hands high, no brand	125 00
		1, 400 00

Evidence taken in the application of Bickford & Stanley for remuneration for horses and mules, stolen from them by Indians belonging to the Kiowa tribe, and taken before me, adjutant of the post of Fort Larned, Kansas, there being no justice of the peace or notary public at this post.

W. H. PIERCE,
Company M, Second Colorado Cavalry,
Lieutenant and Post Adjutant Fort Larned, Kansas.

Harvey L. Bickford, being first duly sworn, upon his oath, says : That he is one of the firm of Bickford & Stanley; Orson Stanley, the other member of said firm, being a licensed trader with the Kiowa, Comanche, Cheyenne, Arapahoe, and Apache Indians, known as the Five Confederate Tribes; that said firm were the owners and possessors of certain mules and horses which are described more fully in the account herewith rendered against the tribe of Kiowa Indians, and which mules and horses were stolen from them by said Indians at the time designated in said account, the mules being taken from the mouth of Mulberry Creek, forty-five miles west of Fort Larned, Kansas, and the horses from Cottonwood, at point where the Santa Fé road crosses it, in Marion County, Kansas, at the time when the Kiowas made their first raid east on the Santa Fé road from Fort Larned. Affiant further says, that he saw the two mules, which were stolen at the mouth of Mulberry Creek, some two weeks after they were taken, at and near that place, in possession of Indians belonging to Satanta's band of Kiowa Indians, and endeavored to obtain them peaceably, but they refused to give them up, but wanted to "swap" them for whisky. Affiant further says, that the description given of said mules and horses in said account are as nearly accurate as affiant can recollect, and that the price charged for each mule and horse is the true valuation thereof at the time said mules and horses were taken; and that the sum of \$1,400 charged for said stock so stolen is accurate and just and remains due and unpaid, affiant, for himself, or for the firm, never having received any compensation from any person, or persons, for the mules and horses so stolen; affiant further says, that said Kiowa Indians were at the time at amity with the United States, and that neither himself, his representative, attorney, nor agent, or any representative, attorney, nor agent of said firm has violated any of the provisions of law by seeking or attempting to obtain private satisfaction or revenge.

And further affiant saith not.

HARVEY L. BICKFORD.

Sworn to and subscribed before me this 6th day of February, A. D. 1865.

W. H. PIERCE,

*Company M, Second Colorado Cavalry,
Lieutenant and Post Adjutant, Fort Larned, Kansas.*

John T. Seckler, of lawful age, and a respectable person, being by me first duly sworn, upon his oath, says: That he is and has been a resident of the Indian country for the past nine years; that on the 9th day of February, A. D. 1864, he was employed by Bickford & Stanley, Indian traders, and had in his possession at that time, at the mouth of Mulberry Creek, forty-five miles west of Fort Larned, the mules described in the account herewith rendered; and he further states, that on the 20th of July, A. D. 1864, being in the employ of the aforesaid firm, had in his possession the horses described in the account herewith rendered, at the Cottonwood, at point where the Santa Fé road crosses it in Marion County, Kansas, when the Kiowas made their first raid east on the Santa Fé road from Fort Larned, and that he being in charge of the herd in the day-time, the aforementioned Kiowa Indians stampeded the aforementioned horses and drove them away. The description and valuation of the horses and mules was as near as he can remember as set forth in the account herewith rendered. Affiant further states that the mules were stolen in the night-time, and that he afterward saw them in Satanta's band of Kiowa Indians, but they refused to give them up and wanted to "swap" them for whisky.

And further affiant saith not.

JOHN T. SECKLER.

Sworn to and subscribed before me this 6th day of February, A. D. 1865.

W. H. PIERCE,

*Company M, Second Colorado Cavalry,
Lieutenant and Post Adjutant, Fort Larned, Kansas.*

Thomas Stanley, of a lawful age, and a respectable person, being by me first duly sworn, upon his oath, says: That he is and has been a resident of the Indian country for the past two years, and that on the 9th day of February, A. D. 1864, he was employed by Bickford & Stanley, Indian traders, and that he knew of the mules mentioned in the account herewith rendered being stolen; and he further states, that he knows of their being stolen by the Kiowa Indians, he having afterward seen them in Satanta's band at the time when the aforementioned Bickford tried to get the Kiowas to give them up. Affiant further states, that on the 20th day of July, A. D. 1864,

being in the employ of the aforesaid Bickford & Stanley, herding the horses described in the account herewith rendered, at the Cottonwood, at point where the Santa Fé road crosses it in Marion County, Kansas, and that the Kiowa Indians coming suddenly upon the herd in the day-time, stampeded it and drove off the horses described in the accompanying account. The description and valuation of the horses and mules were, as near as he can remember, as set forth in the account herewith rendered.

And further affiant saith not.

T. H. STANLEY.

Sworn to and subscribed before me this 6th day of February, A. D. 1865.

W. H. PIERCE,

*Company M, Second Colorado Cavalry,
Lieutenant and Post Adjutant, Fort Larned, Kansas.*

I certify that Lieutenant Wm. H. Pierce, Company M, Second Colorado Cavalry, is post adjutant at Fort Larned, Kansas.

J. W. GROVER, Jr.,

Captain Company M, Second Colorado Cavalry, Commanding Post.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., January 19, 1872.

SIR: I have the honor to acknowledge the receipt of your letter of the 13th instant, returning therewith, for my consideration and such recommendation as I may desire to make in relation to them, the following claims on account of depredations committed by Indians, viz:

Bickford & Stanley against the Kiowas, amount.....	\$1,400 00
Christopher Weidner against the Kiowas, amount.....	2,388 25
Curtis and Cole against the Kiowas, amount.....	3,650 00
H. M. Fosdick against the Arapahoes, amount.....	500 00
Curtis & Cole against the Cheyennes, amount.....	2,120 00
*N. Gonzales against the Navajoes, amount.....	2,100 00
J. W. Howsley against the Navajoes, amount.....	2,133 00
C. W. Denton against the Oregon Indians, amount.....	25,000 00

Having examined the papers in these cases, and read the accompanying reports of this office in regard thereto, I beg leave to submit briefly my opinion in each case:

In that of Bickford & Stanley I concur in the opinion heretofore given by this office, that the case is sustained as to the fact of the depredation, and that the claimants are entitled to indemnification for the actual loss sustained. As no amount was recommended for allowance, I would suggest that inasmuch as the testimony adduced is unsatisfactory as to the value of the property (horses and mules) for which claim is made, the affiants for the claimants only testifying that it is "as near as they can remember," the same as that given by the claimants—a fair allowance would be, doubtless, \$150 for each mule, and \$60 for each horse, making the whole amount of the claim to be \$960.

I also concur in the opinion of the office rendered in the case of Christopher Weidner, with this difference, that I think there should be a greater deduction than $33\frac{1}{3}$ per cent. from the aggregate of the claim, because of the apparently exorbitant value attached to the numerous articles embraced in the schedule submitted by the claimant. I would suggest that there be a deduction of one-half, which would allow the claimant \$1,194 12 $\frac{1}{2}$.

With respect to the case of Curtis & Cole against the Cheyennes, for the value of certain merchandise, \$620, and for the value of a ranch destroyed, \$1,500, which are suspended charges, comprising a part of the claim of Curtis & Cole allowed by the Secretary of the Interior on the 18th October, 1867. I remark that, in my judgment, the objection

* Suspended in Department for additional evidence.

to the charge of \$620, made by the office, is not removed by the additional testimony submitted; and in regard to the \$1,500 item, that it is not proved the ranch was destroyed by the Cheyennes, and that the charge cannot be properly brought against that tribe, but should be brought against the Kiowas, as it has been in the claim of Curtis & Cole, next to be noticed. I am of the opinion that no further allowance should be made in this case.

In regard to the claim of Curtis & Cole against the Kiowas, I agree with Commissioner Parker in his report of the 15th March, 1871, that the charge against the Kiowas of the destruction of claimants' ranch is fully sustained. The testimony as to the value of the same, by several of the affiants in the case, fixes it at \$3,000, while the testimony in support of the other claim of Curtis & Cole against the Cheyennes, in which this same ranch is referred to, gives the value at \$1,500. I think the latter sum would be a just compensation for the loss sustained in this particular. For the loss of horses and mules valued at \$2,150, I am of the opinion that the amount could justly be reduced to \$1,450, by allowing \$125 for each horse and \$150 for each of the mules, these being the prices charged by claimants for horses and mules in their claim against the Cheyennes.

In addition to the recommendation of this office on 14th April last, that the claim of H. M. Fosdick be reconsidered, having been once adversely decided upon by the Department, I respectfully suggest that the charge as to the depredation is sustained, but as the testimony respecting the value of the property is not very strong, I would suggest that the sum of \$150 or \$200 be allowed for each of the two horses that were stolen.

N. Gonzales's claim appears to be sustained as to the fact of the depredation, but there is no testimony as to the value of the property taken, which consisted, as the herder in charge testifies, of 700 ewes. The claimant fixes the price at \$3 each, which in my judgment seems to be reasonable, yet a less price, \$2 50, would perhaps be fair and just. I think there should be required of the claimant further testimony as to the number of sheep that were stolen and their real worth.

I respectfully submit in the case of Joseph Howsley that it be allowed in the sum of \$350 for the property destroyed, agreeably to the report of Messrs. De Leon and Werner, who were appointed to investigate the matter, as they testify, by Major Whiting, United States Army, in charge of the removal of the Navajoes at the time of the depredation.

The views of the office heretofore expressed in the case of C. W. Denton, I think are correct. The claim is for a large sum, and is not so much for property destroyed as for consequential damages by reason of the Indians occupying the land of said Denton so as to prevent its culture by him. Claims of this character have not been deemed admissible by the Department; but it being charged that the Indians destroyed some timber, how much and the value thereof is not stated, I suggest that the claim be suspended and the claimant be permitted to adduce further testimony as to the loss actually sustained by him in the destruction or taking away by the Indians referred to in the claim, of any of his property.

The claims are herewith returned.

Very respectfully, your obedient servant,

Commissioner.

Hon. C. DELANO,
Secretary of the Interior.
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