

University of Oklahoma College of Law

## University of Oklahoma College of Law Digital Commons

---

American Indian and Alaskan Native Documents in the Congressional Serial Set: 1817-1899

---

1-26-1871

**W. H. Moore & Co. Letter from the Secretary of the Interior, transmitting claim of W. H. Moore & Co. for depredations committed by Cheyenne Indians.**

Follow this and additional works at: <https://digitalcommons.law.ou.edu/indianserialset>



Part of the [Indigenous, Indian, and Aboriginal Law Commons](#)

---

### Recommended Citation

H.R. Exec. Doc. No. 79, 41st Cong., 3rd Sess. (1871)

This House Executive Document is brought to you for free and open access by University of Oklahoma College of Law Digital Commons. It has been accepted for inclusion in American Indian and Alaskan Native Documents in the Congressional Serial Set: 1817-1899 by an authorized administrator of University of Oklahoma College of Law Digital Commons. For more information, please contact [Law-LibraryDigitalCommons@ou.edu](mailto:Law-LibraryDigitalCommons@ou.edu).

W. H. MOORE & CO.

---

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

*Claim of W. H. Moore & Co. for depredations committed by Cheyenne Indians.*

---

JANUARY 26, 1871.—Referred to the Committee of Claims and ordered to be printed

---

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., January 26, 1871.*

SIR: I have the honor to transmit herewith the papers in the claim of W. H. Moore & Co. for depredations committed upon their property, in 1869, by Cheyenne Indians.

The claim has been allowed by this Department, but there being no funds at my disposal applicable to its payment, I recommend the subject to the favorable consideration of Congress with a view to an appropriation for that purpose.

Very respectfully,

C. DELANO,  
*Secretary.*

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

---

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., May 28, 1870.*

SIR: I have the honor to submit herewith, for your consideration and decision, a claim of Wm. H. Moore & Co. for \$46,120, on account of a depredation committed by Cheyenne Indians in May, 1869.

The testimony adduced in the case consists of the petition and affidavit of the claimants, showing that at the time of the depredation they were doing business as sutlers, merchants, and post-traders at Fort Union, New Mexico Territory; that they had, in order to transport their goods from the terminus of the railroad at Sheridan, Kansas, to Fort Union, sent to the former place a train of wagons and mules; that on the 26th of May, 1869, while encamped there, and after ten of the

wagons had been loaded with goods, a party of Cheyennes took and drove off two hundred and fifteen of the mules, valued at \$200 each; that a short time afterward General E. A. Carr, who was in pursuit of Indians committing depredations, came across the Cheyennes who had stolen said mules, and took a number from them, fifty-six of which were returned to the claimants, but one hundred and fifty-nine are lost; that in consequence of the loss of a part of their mules claimants were obliged to pay \$3,120 for the transportation from Sheridan to Fort Union of 125,000 pounds of freight, at 2½ cents per pound; and further, that by reason of a delay of thirty days in their stock of goods reaching Fort Union, which affected the market value thereof, they sustained a loss of not less than \$10,000; that it cost W. H. Moore to go to Sheridan \$200, to arrange for the transportation of the goods after the loss of the mules, and, lastly, it cost the firm \$1,000 to identify and recover the mules captured and held by the military.

In addition to this testimony is adduced that of H. V. Harris, their clerk; Robert Poisal, wagon-master in charge of the train; Marcus Brunswick, C. W. Kitchen, J. L. Edgar, F. A. Manzanares, J. P. Brown, and Benito Baco, most of whom witnessed the depredation, the clerk testifying substantially to the same effect with the claimants; the wagon-master to the fact of his being in charge of the train, the delay in the arrival of the remainder of the goods at Fort Union, and his agency in identifying and recovering the mules; and C. W. Kitchen more particularly as to the value of the mules, from his having examined them.

The claim was sent to superintendent Hoag on the 31st January last, with direction to have the same presented to the Indians in council, and demand for satisfaction made as required by law. On the 24th ultimo he returned the claim, with a report from Agent Darlington, herewith, dated April 5, ultimo, in these words: "Personally appeared before me in council the following chiefs of the Cheyenne tribe, viz: Little Robe, Manamade, Black-White-Man, and Stone-Calf; also Headache, a warrior. Said Headache stated that he was a part of Tall Bull's and White Horse's band, who took the mules belonging to Moore & Mitchell, near Sheridan, on the 26th day of May, 1869, as set forth in the within claim of said Moore & Mitchell. The chiefs in council all admitted that the statement of the said warrior (Headache) was in accordance with their historical knowledge of the facts, although none of them were near the place or participated in the depredation."

I respectfully recommend the allowance of the claim so far as respects the mules actually lost. Claimants say they recovered fifty-six. On the other hand, their wagon-master, who went after those captured from the Indians by the military, testifies that sixty were recovered. Claimants' petition bears date August 25, 1869, and none of the testimony submitted was taken later than October last. Poisal, the wagon-master, was absent recovering the sixty mules from 20th July to 20th October, 1869. The question is suggested whether the claimants may not since the date of their petition, or at most since the 25th of October last, the date of Poisal's affidavit, have recovered more of the stolen mules.

Very respectfully, your obedient servant,

E. S. PARKER,  
*Commissioner.*

Hon. J. D. Cox,  
*Secretary of the Interior.*

UNITED STATES OF AMERICA,

*Territory of New Mexico, County of Mora :*

*To the agent of the Cheyenne Indians, and the honorable Commissioner of Indian Affairs at Washington City, D. C. :*

Your petitioners, William H. Moore, a resident of Fort Union, Mora County, New Mexico, and William C. Mitchell, a resident of St. Louis, Missouri, would respectfully state to you, that they are both loyal citizens of the United States, and for years past have been, and still are, doing business at Fort Union, New Mexico, as sutlers, merchants, and post-traders under the name and style of Wm. A. Moore & Company.

The said petitioners would further state, that in the prompt and successful management of their business, it became important and valuable for your petitioners to purchase and own a large train of wagons and mules with which to transport their goods, wares, and merchandise from the end of the railroad at Sheridan, in the State of Kansas, to Fort Union, in New Mexico, a distance of about three hundred and fifty miles; and for that purpose your petitioners at great cost had filled up a train of thirty-four wagons, drawn by 262 mules of the finest and best quality and well trained to work, and at the average value per head of two hundred dollars, and many of said mules being worth in cash two hundred and fifty dollars each per head. Your petitioners would further state, that said train had been dispatched to Sheridan to return to Fort Union with the goods, wares, and merchandise of your petitioners, and was camped on the 26th day of May, 1869, within one mile of the town of Sheridan, in the State of Kansas, at the terminus of the railroad, there being loaded with goods, wares, and merchandise of your petitioners, destined for Fort Union, New Mexico, and after ten of said wagons had been loaded on said day, and at said place, in broad day-light a party of Indians, fifteen in number, belonging to the tribe called Cheyenne, then at amity with the United States, unlawfully then and there wrongfully and forcibly took, stole, and drove away two hundred and fifteen mules belonging to said petitioners, of the value of two hundred dollars each per head on an average. Your petitioners would further state that such loss of mules did not result from any fault or neglect upon their part or upon the fault of their agents in charge of said train, but said mules were taken by said Indians by force, and in spite of the efforts of the men in charge to prevent it. Your petitioners would further state, that some time after the loss of said mules General E. A. Carr, with a party of United States troops, being in pursuit of Indians committing depredations, came across a party of Cheyenne Indians who had stolen said mules, and gave them a severe chastising, and took from said Indians a portion of said mules of your petitioners, fifty-six of which have been returned to your petitioner, and the remainder, being one hundred and fifty-nine, are still entirely lost without the hope of recovery. Your petitioners would further state, that said one hundred and fifty-nine mules, so stolen by said Indians, were at that time worth on an average two hundred dollars per head, making the actual loss the sum of thirty-one thousand eight hundred dollars. The said petitioners would further state, that with forty-seven mules, which said Indians did not succeed in getting, seven of the loaded wagons were taken to Fort Union in thirteen days, and the residue of said wagons, containing one hundred and twenty-five thousand pounds of freight, were hired to be transported to Fort Union at two and one-half cents per pound, making the sum of thirty-one hundred and twenty-five dollars, all of which was an actual loss immediately resulting from the loss of said mules by said Indians. Your petitioners would further state, their said stock of goods, wares, and merchandise was by said loss of mules delayed in reaching Fort Union for the period of thirty days, and by reason of said delay the loss on the market value of the goods and the loss in the sale of goods arising from said delay amounted to not less than the sum of ten thousand dollars. Your petitioners would further state, that the loss of said mules compelled one of your petitioners, William H. Moore, to leave his business in Fort Union, New Mexico, and go to Sheridan, Kansas, to arrange for other transportation for his goods, wares, and merchandise, and said journey cost him in actual cash, to go and return, the sum of two hundred dollars. Your petitioners would further state, that none of said one hundred and fifty-nine mules have ever been received by them, nor has any payment or satisfaction been made therefor by said tribe of Indians, nor from any other source. Your petitioners would further state, that the said mules, (fifty-six in number,) before they were recaptured from said Indians, had been taken some two hundred miles distant from Sheridan, and it became necessary to send from Fort Union, New Mexico, to where said mules were in the custody of the United States officers, two men to identify said mules as the property of your petitioners, and the expense of said journey, and the cost of returning said mules, amounted to the sum of one thousand dollars in cash, the repayment of which your petitioners ask.

Your petitioners would further state that they have never, either in person or by agent, or attorney, either directly or indirectly, sought or attempted to obtain any private satisfaction or revenge from said tribe of Indians for or on account of said loss of property. Your petitioners would further state that they claim payment for the cash

value of said mules so lost; for the amount of freight paid on said goods from Sheridan to Fort Union; for the cash expenses in the return of said recaptured mules, and for the loss in the sale, and value of the goods on account of the delay occasioned by said loss of said mules as the direct and immediate damages resulting from said robbery, and the loss of said mules, and they claim payment for the damages so sustained in the sum of forty-six thousand one hundred and twenty dollars, (\$46,120,) out of the annuities of said Cheyenne Indians, secured to said Cheyenne Indians, by treaty with the United States, as is provided by the laws of the United States. Your petitioners would further state that they herewith submit to you this petition, and the accompanying proof in support of the facts above stated, and ask that such steps may be taken as are indicated in the seventeenth section of the intercourse act of June 30, 1834, in order that indemnity may be made to them out of the annuities of said Indians, as provided by law for the protection of peaceful and loyal citizens of the United States, when wantonly robbed and plundered of their valuable property, without cause or provocation, by the domestic, dependent nations of Indians, under the care, management, and jurisdiction of the Government of the United States. All of which is respectfully submitted by your petitioners.

WM. H. MOORE.  
WM. C. MITCHELL.

UNITED STATES OF AMERICA, *Territory of New Mexico, County of Mora :*

We, William H. Moore and William C. Mitchell, upon our oaths, state that the matters and things contained in the above petition, signed by us, so far as stated from our own knowledge are true in substance, and, in fact, so far as stated from the information of others, they believe them to be true.

WM. H. MOORE.  
W. C. MITCHELL.

Subscribed and sworn to before me, Henry G. Brown, notary public in and for Mora County, New Mexico, this 25th day of August, 1869, and I certify that said William H. Moore and William C. Mitchell are personally known to me as men of truth and veracity.

Witness my hand and notarial seal this 25th day of August, 1869.

[SEAL.]

HENRY G. BROWN,  
*Notary Public.*

OFFICE OF UNITED STATES INDIAN AGENCY,  
*Camp Supply, Indian Territory.*

Personally appeared before me, in council, the following chiefs of the Cheyenne tribe, viz: Little Robe, Mana Muke, Black-White-Man, and Stone Calf; also Headache, a warrior; said Headache stated that he was part of Tall Bull's and White Horse's band, who took the mules belonging to Moore and Mitchell, near Sheridan, on the 26th day of May, 1869, as set forth in the written claim.

The chiefs, in council, all admitted that the statement of the said warrior, Headache, was in accordance with their historical knowledge of the facts, although none of them were near the place or participated in the depredation.

BRINTON DURLINGTON,  
*United States Agent.*

Witness:

JOHN S. SMITH, *Interpreter.*

UNITED STATES OF AMERICA,  
*Territory of New Mexico, County of Mora.*

I, W. H. Moore, of the firm of W. H. Moore & Co., of Fort Union, New Mexico, upon my oath state, that on the 11th day of October, 1870, I recovered two mules that were stolen from us at Sheridan, Kansas, by the Cheyenne Indians in May, 1869; these two, with the sixty previously recovered, are all that have ever been recovered, or all that we ever expect or have any hopes of recovering.

I consider the remaining one hundred and fifty-three head a total loss to our firm, until they are paid for by the United States Government.

W. H. MOORE,

Sworn to and subscribed before me this 14th day of November, A. D. 1870.

[SEAL.]

GEORGE W. STEBBINS,  
*Notary Public.*

UNITED STATES OF AMERICA, *Territory of New Mexico, County of Mora :*

I, H. V. Harris, bookkeeper for W. H. Moore & Co., upon my oath state, that on the 11th day of October, 1870, the said firm of W. H. Moore & Co. recovered two mules that were stolen from them at Sheridan, Kansas, by the Cheyenne Indians in May, 1869. These two, with the sixty previously recovered, are all that have ever been recovered, and, in my opinion, are all that ever will be recovered.

I consider the remaining 153 head of mules a total loss to the firm until they are paid for by the United States Government.

H. V. HARRIS.

Sworn to and subscribed before me this 14th day of November, A. D. 1870.

[SEAL.]

GEORGE W. STEBBINS,

Notary Public.

UNITED STATES OF AMERICA, *Territory of New Mexico, County of Mora :*

I, Henry V. Harris, upon my oath, state that I am a resident of Fort Union, New Mexico, aged twenty-eight years, and by occupation bookkeeper, salesman, and merchant; and that I have been in the employment of William H. Moore and William C. Mitchell, partners in trade, doing business in New Mexico under the style of William H. Moore & Co., for seven years last past. I further state that I am well acquainted with said William H. Moore, who resides at Fort Union, New Mexico, and William C. Mitchell, who resides at St. Louis, Missouri, and I know them to be loyal citizens of the United States.

I further state that I am well acquainted with the train and mules belonging to said Moore & Mitchell, said to have been stolen by the Cheyenne Indians, near Sheridan, in the State of Kansas, on the 26th day of May, 1869. I further state that said mules were large, well broke to work, and in good condition, and were, at the time they were said to have been stolen, worth on an average \$200 per head, and many of them were worth \$250 per head, and some spans of them \$300 each per head.

I further state that the said train of W. H. Moore & Co. was delayed by the loss of said mules for the space of about thirty days, except seven wagons, brought from Sheridan to Fort Union, by the remnant of the mules not stolen, in thirteen days, while the remaining goods, wares, and merchandise did not arrive until thirty days thereafter, being twenty-seven wagon-loads, amounting to 125,000 pounds of freight, and which was hired to be brought to Fort Union from Sheridan at two and a half cents per pound, and cost Moore & Mitchell the sum of \$3,125 over and above what it would have cost had said mules not been stolen, to transport said goods, wares, and merchandise from Sheridan to Fort Union, the place of distribution of said goods, wares, and merchandise for sale. I further state that said goods so detained for the space of thirty days were worth the sum of \$60,000 at this place had they arrived in thirteen days, as did the other goods; but the loss of sales, at both wholesale and retail, and the depreciation of goods after all the trains had arrived, and the loss by goods remaining over unsold for another year, amounted to not less than \$10,000 cash.

I further state that from long acquaintance with business and trade at Fort Union, New Mexico, I can state that the delay in the arrival of said goods for the period of thirty days, caused in their value and sale a deficiency and loss of at least said sum of ten thousand dollars. I further state that early arrivals of goods sell quick and at good profits, while long-delayed and late arrivals of goods sell slow and at reduced rates, the difference resulting from a great scarcity of goods on the arrival of early trains, and a full and sometimes overstocked market when the long-delayed trains arrive.

I further state that the distance from Fort Union to Sheridan is about three hundred and fifty miles, and on notice by telegram of the loss of said mules, William H. Moore, of Fort Union, left his home and business, and went to Sheridan to make arrangements to secure and transport his goods left standing in wagons and at Sheridan without transportation, and that the expense of said going and return at the usual rate of fare in the stage, and incidental expenses on the road, amounted to the sum of two hundred dollars, which sum was taken by Mr. Moore with him, and expended on the trip.

I further state that I have no interest whatever in this claim, and further saith not.

HENRY V. HARRIS.

UNITED STATES OF AMERICA, *Territory of New Mexico, County of Mora :*

Subscribed and sworn to before me this twenty-fifth day of October, 1869, and I do hereby certify that the above-named Henry V. Harris is personally known to me as a man of truth and veracity.

Witness my hand and official seal this 25th day of October, 1869.

[SEAL.]

HENRY G. BROWN,

Notary Public.

UNITED STATES OF AMERICA, *Territory of New Mexico, County of Colfax :*

I, Marcus Brunswick, a resident of Elizabethtown, county of Colfax, Territory of New Mexico, forty years of age, and by occupation a merchant, upon my oath state, that I was present at Sheridan, in the State of Kansas, on the 26th day of May, 1839, when a

party of Cheyenne Indians ran off two hundred and fifteen (215) mules, belonging to Messrs. Moore & Mitchell, of Fort Union, in New Mexico, and I went with a small party in pursuit of said Indians, but could not overtake them, or recapture said mules. I further state that I have known well and seen often, for years, the train of mules so lost, and that said mules were well worth in actual cash, at the time they were stolen by said Indians, the sum of \$200 each, on an average. I further state that I have no interest in this claim; and further saith not.

MARCUS BRUNSWICK.

Subscribed and sworn to before me, this 30th day of August, A. D. 1869.

[SEAL.]

WM. BREEDEN,

Clerk First Judicial District Court, New Mexico.

UNITED STATES OF AMERICA, *Territory of New Mexico, County of San Miguel :*

I, Charles W. Kitchen, a resident of Los Vegas, New Mexico, upon my oath state, that I am well acquainted with the train of mules formerly belonging to William H. Moore, of Fort Union, New Mexico, and Wm. C. Mitchell, of St. Louis, Missouri, said to have been stolen near Sheridan, Kansas, by the Cheyenne Indians, on the 26th day of May, 1869. Said affiant further states that he is familiar with the price and value of mules, and has purchased and sold many during his long residence in New Mexico. Said affiant further states, that the mules belonging to said train, from his personal examination of said mules, were worth on an average \$200, in cash, per head. Said affiant further states, that he has no interest whatever in said claim.

C. W. KITCHEN.

UNITED STATES OF AMERICA, *Territory of New Mexico, County of San Miguel :*

I, Demetrio Perez, clerk of the probate court of San Miguel County, do hereby certify that the above-named Charles W. Kitchen signed in my presence, and was duly sworn to the truth of the above affidavit by me, and I further certify that said Charles W. Kitchen is personally known to me as a man of truth and veracity, and that I have no interest in the above claim.

Witness my hand and seal of said court, this 9th day of October, 1869.

[SEAL.]

DEMETRIO PEREZ,

Clerk Probate Court, San Miguel County.

STATE OF KANSAS, *Ellsworth County, ss :*

On this 26th day of June, A. D. 1869, personally appeared before me J. L. Edgar, to me known, who, being duly sworn, deposes and says, that on the 26th day of May, 1869, he was in charge of a mule train belonging to Bradford Dailey, of Los Cruces, New Mexico; that on the date above mentioned the train consisted of eighty four animals, and was at Sheridan, Kansas, and was attacked or stamped by Indians, and eighty-one mules and two horses captured. Affiant further says that at the same time and place the train of W. H. Moore & Co. was attacked, by which they lost about two hundred and fifteen mules. Affiant further says that he believes the Indians who captured the property above mentioned to have been Cheyennes, and his knowledge is derived from having been a long time on the plains.

(Interlineations made previous to signing.)

J. L. EDGAR.

Subscribed and sworn to before me this 26th day of June, A. D. 1869, and I set my hand and affix my official seal.

[SEAL.]

M. W. HENRY,

County Clerk.

UNITED STATES OF AMERICA, *City of Washington, District of Columbia :*

John S. Watts, upon his oath, states that, as the attorney of William H. Moore and William C. Mitchell he prepared the petition and proof in the case of said Moore & Mitchell for mules stolen from them by the Cheyenne Indians at Sheridan, on the 26th day of ———, 1869, and at that time Robert Poisal was absent after the mules, and had sent telegram to Messrs. Moore & Mitchell that only fifty-six of the mules had been recovered, and afterward four more were recovered by same Robert Poisal, and hence in his affidavit, taken after his return and after the petition had been prepared, the number was correctly sworn to by Robert Poisal as seventy mules. This affiant further states that from frequent conversation with Moore & Mitchell and several of the witnesses up to August, 1870, he is fully satisfied that no more than sixty of the mules ever were recovered, and if any more had been recovered it would have come to his knowledge in his interviews with the said Moore & Mitchell and the witnesses in the case, with some of whom he had interviews as late as October 1, 1870. This affiant further states that he has known the character and reputation of Robert Poisal for truth and

veracity for fifteen years and it is of the very best and can be believed as true with the utmost confidence. Said affiant further states that he has no interest in this claim except as attorney of Moore & Mitchell to attend to the case for them as such attorney, and further saith not.

JOHN S. WATTS.

Sworn to and subscribed before me this 31st day of October, 1870.

[SEAL.]

EDW. F. BROWN,  
Notary Public.

UNITED STATES OF AMERICA, *Territory of New Mexico, County of Mora :*

I, Robert Poisal, a citizen of the United States, upon my oath, state that I reside at Fort Union, New Mexico, am aged thirty years, and that for the period of thirteen years last past I have been in the employment of William H. Moore and William C. Mitchell as teamster, hunter, and wagon-master, in charge of their mule train, consisting, in May, 1869, of thirty-four wagons and about two hundred and eighty mules. I further state that I left Fort Union, New Mexico, in charge of said train, on the 26th day of April, 1869, and arrived at Sheridan, Kansas, on the 13th day of May, 1869, and on the 26th day of May, 1869, said train was camped within about a mile of the town of Sheridan, Kansas, at the terminus of the Kansas Pacific Railroad, and was being loaded for Fort Union, New Mexico, with goods belonging to Messrs. Moore & Mitchell, and after ten of said wagons had been loaded, a party of Indians, about fifteen in number, belonging to the tribe called Cheyennes, then at amity with the United States, about mid-day, stole, took, and run off two hundred and fifteen of said mules, belonging to said Moore & Mitchell, of the average value of \$200 per head. I further state that, with the mules remaining, and saved from being stolen, I left Sheridan, Kansas, with seven wagons, and made the trip to Fort Union, New Mexico, in thirteen days. I further state that the remainder of the wagons, loaded with one hundred and twenty-five thousand pounds, did not arrive at Fort Union, New Mexico, until thirty days after my arrival; and the said William H. Moore and William C. Mitchell were compelled, by the loss of said mules, to hire the remaining wagons, twenty-seven in number, loaded with one hundred and twenty-five thousand pounds of freight, to be transported at a cost of two and one-half cents per pound, that then being the usual rate from Sheridan to Fort Union, at that time, for private freight, the Government paying near four cents per pound. I further state that I know said Indians to be Cheyennes, from having long been among them, and having frequently seen them in my various annual trips across the plains for the last thirteen years, and from speaking their language, being a half-blood Indian of the plains by birth. I further state that, on notice by telegram of the recapture of some of said mules from the Indians, I left Fort Union with Henry C. Mitchell, to go where said mules were, a distance of over five hundred miles, to identify them, receive them, and return them to Fort Union, and the expenses of the trip, from the time of leaving until my return, were the sum of \$1,475, which was paid by Messrs. Moore & Mitchell, which said sum includes my own wages and expenses, and that of the man in company with me. I further state that I was absent from Fort Union from the 20th day of July, 1869, until the 20th day of October, 1869, and only succeeded in recovering sixty of said mules so taken, stolen, and carried away by said Indians. I further state that I have no interest in this claim, either directly or indirectly, and further saith not.

ROBERT POISAL.

UNITED STATES OF AMERICA,

*Territory of New Mexico, County of Mora :*

Subscribed and sworn to before me this twenty-fifth day of October, 1869, and I do hereby certify that the above-named Robert Poisal is personally known to me as a man of truth and veracity.

[SEAL.]

HENRY G. BROWN,  
Notary Public.

STATE OF KANSAS, *Wallace County, ss :*

Personally appeared before me, a justice of the peace in and for the county of Wallace, F. A. Manzanares, L. P. Browne, and Benito Baco, who, being first duly sworn, depose and say that on the 26th day of May, A. D. 1869, the train of W. H. Moore & Co., with about 258 mules, and of Mr. Bradford Dailey, with about 80 mules, were encamped in the vicinity of Sheridan, and that at about noon of said day a party of Indians, as we believe, (Cheyennes, from Northern Texas, as they believe,) made a dash into the herd of W. H. Moore & Co. first, and after a skirmish with the herders (who kept possession of one of the bell mares and escaped with 43 mules) they (the In-

dians) succeeded in running off and getting away with all the rest of the herd, 215 mules, and then made a dash on Dailey's camp, and took all of his mules but one. The mules of W. H. Moore & Co. were grazing at the time within about two miles of Sheridan, the wagons being less than half a mile from town; part of them were loaded, (10,) the balance ready to load and start on their trip to New Mexico.

Benito Baco and \_\_\_\_\_ state, in addition to the above, that they followed the above-named Indians and stolen mules in company with the wagon-master about thirty miles, and know that the statement is substantially correct. The Indians and mules were in sight when they turned back for want of sufficient help, all the animals of our companions in pursuit having given out. The Indians were traveling directly towards the Arkansas, and believe, from signs seen, that the Indians were Cheyennes.

L. B. BROWNE.  
F. A. MANZANARES.  
BENITO BACO.

Sworn to and subscribed before me at Sheridan, Wallace County, Kansas, this 24th day of June, A. D. 1869.

JOS. SPECK,  
*Justice of the Peace.*

I, Thomas Moonlight, secretary of state, State of Kansas, do hereby certify that Jos. Speck, whose genuine signature is attached to the acknowledgment annexed to the above instrument in writing, was, at the time of taking the same, a justice of the peace in and for the county of Wallace, State of Kansas, duly commissioned and qualified according to law, and authorized to take the same.

In testimony whereof I have hereunto subscribed my name and affixed the great seal of the State, this 20th day of July, A. D. 1869.

[SEAL.]

THOMAS MOONLIGHT,  
*Secretary of State.*

HEADQUARTERS REPUBLICAN RIVER EXPEDITION,  
CAMP AT FORT SEDGWICK, CALIFORNIA,  
July 19, 1869.

SIR: Referring to your letter of July 14, I have the honor to state that I have about fifty captured mules branded M on the neck, some of which are also branded U. S.

General Augur has ordered all captured mules to be branded U. S., but that will not, of course, affect your right of property.

If I have captured any of your mules I will be very happy to restore them to yourself or agent, on proper proof of property.

I am, sir, very respectfully, your obedient servant,

E. A. CARR,  
*Brevet Major General.*

Mr. W. C. MITCHELL, OF  
ROBERT CAMPBELL & Co.,  
St. Louis, Missouri.

GALESBURG, ILLINOIS,  
September 13, 1869.

GENTLEMEN: Your letter of August 25 is just received, having followed me to this place.

It is entirely contrary to military rules to furnish copies of reports in that manner. The only legitimate way in which you could obtain a copy of my report would be by application to the War Department, where it is now on file, subject to reference.

I would be very happy to assist you in any way, but this is impossible. Permit me to suggest that my report of military operations, comprising about twenty pages, could be of no use to you, as there is in it only an allusion to the animals captured, and no description whatever, nor anything which would go to show where they were obtained by the Indians.

Very respectfully, yours,

E. A. CARR,  
*Brevet Major General.*

Messrs. W. H. MOORE & Co.,  
Fort Union, New Mexico.

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., December 1, 1870.

SIR: I have considered the claim of Wm. H. Moore & Co. for mules stolen from them by Cheyenne Indians in May, 1869, which claim was

the subject of a report made by you to the Department, dated May 28, 1870.

Action upon this claim has been hitherto delayed by reason of the suggestion by you, whether the claimants might not since the 25th of August, 1869, the date of their petition, or since the 25th of October, 1869, of that year, the date of filing testimony, have recovered more of the stolen property?

Your letters of the 4th and 26th ultimo submit additional testimony in relation to the claim. The affidavits of H. V. Harris and Wm. H. Moore, dated the 14th ultimo, are to the effect that, of the property stolen by the Indians they have recovered all that they "ever expect or have any hopes of recovering."

In view of the facts stated I therefore hereby allow the claim, agreeably to your recommendation, to the extent of the loss of one hundred and fifty-three mules; the amount found due the claimants to be paid to them out of any moneys in the control of the Department applicable to its payment.

The papers in the case are herewith returned.

Very respectfully, your obedient servant,

C. DELANO,  
*Secretary.*

Hon. E. S. PARKEE,  
*Commissioner of Indian Affairs.*

H. Ex. 79—2