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Apache and Kiowa Indians. Letter from the Secretary of the Interior, relative to an appropriation for depredations committed by the Apache and Kiowa Indians.

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APACHE AND KIOWA INDIANS.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

RELATIVE TO

An appropriation for depredations committed by the Apache and Kiowa Indians.

FEBRUARY 11, 1871.—Referred to the Committee on Appropriations and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., February 11, 1871.

SIR: I have the honor to transmit herewith a copy of a letter, dated the 9th instant, from the Commissioner of Indian Affairs, and accompanying papers, in relation to the accounts of Messrs. Curtis and Richmond for depredations committed by the Apache and Kiowa Indians in May and June, 1870, said account amounting to \$11,956 80.

Agreeably to the recommendation of the Commissioner of Indian Affairs, the papers in the case are respectfully submitted to Congress for such action in the premises as may be deemed proper, there being no fund within the control of the Department applicable to the payment of the claim.

Very respectfully, your obedient servant,

C. DELANO,
Secretary.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., February 9, 1871.

SIR: I respectfully submit herewith, and recommend that the same 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, a claim of Messrs. T. R. Curtis and J. H. Richmond, on account of depredations committed upon their property by Apache and Kiowa Indians.

By the testimony adduced in the case it is shown that the claimants,

residents of Camp Supply, Indian Territory, were freighting goods from that point to the agency of the Cheyenne and Arapaho Indians; that while en route, and encamped at Osage Springs on the 29th May, 1870, a party of Apaches attacked their train and drove off sixteen of the mules; it is also shown that the claimants were at that time engaged, by permission of the commander at Camp Supply, and with the consent of the United States agent for the Cheyenne and Arapaho Indians, in cultivating a garden of about forty acres, near Camp Supply, and for the benefit of the troops there; and that on the said 29th day of May, 1870, a party of Kiowas stole from them at said garden two carriage horses, highly valued; and further, that between the 9th and 13th June, 1870, a large party of hostile Indians made a dash upon the post of Camp Supply; that a fight ensued between them and the troops, and that during the fighting a large number of Indians (Kiowas) made a raid upon the garden and destroyed it.

Claimants furnish an itemized account, duly sworn to, of their losses by these several depredations, which, in a condensed form, is as follows:

| | |
|---------------------------------------|------------------|
| 2 carriage horses, at \$300 each..... | \$600 00 |
| 8 mules, at \$200 each..... | 1,600 00 |
| 5 mules, at \$175 each..... | 875 00 |
| 2 mules, at \$150 each..... | 300 00 |
| 1 mule, at \$125..... | 125 00 |
| Garden destroyed..... | 8,456 80 |
| Total..... | <u>11,956 80</u> |

The evidence adduced, consisting of the statements of some of the military officers at Camp Supply, and of several citizens, clearly, in my judgment, proves the fact of the depredations as set forth by the claimants. The case was duly presented by Lawrie Tatum, United States agent for the Kiowas, Comanches, and Apaches, to the Indians, in council, and the Apaches and Kiowas admitted the charges against them, but refused to render satisfaction.

I am of the opinion that Messrs. Curtis and Richmond have a just claim to be remunerated to the extent of the actual value of the property proved to have been taken or destroyed.

In regard to the large sum set down for the destruction of the garden, most of the items thereof are in the nature of consequential damages, and these should, I think, be deemed inadmissible.

Very respectfully, your obedient servant,

E. S. PARKER,
Commissioner.

Hon. C. DELANO,
Secretary of the Interior.

Claim of T. R. Curtis and J. H. Richmond against Apaches and Kiowas for depredations in 1870.

CHEYENNE AND ARAPAHO AGENCY,
December 23, 1870.

The accompanying claim of Curtis and Richmond for alleged depredations by the Kiowa and Apaches Indians having been referred to this office by Agent Tatum for the purpose of being further investigated, and to ascertain whether or not the Cheyennes were implicated in said depredations, I have therefore to state that there has been no opportunity for an investigation in council since the aforesaid claim has come into my possession, but, upon due inquiry and information from various sources, I cannot

find any proof that the Cheyennes were in any manner connected with either the Apaches or Kiowas in committing the aforesaid depredations against the claimants, Curtis and Richmond.

The garden referred to in the claim was made with my consent.

BRINTON DARLINGTON,
United States Indian Agent.

No. 1.

CAMP SUPPLY, INDIAN TERRITORY,
October 15, 1870.

SIR: We herewith present a claim against the United States for stock stolen from us, and damages done us by Indians, to wit, two horses and sixteen mules stolen, and one garden of forty acres destroyed, all which were the joint property of the undersigned, T. R. Curtis, United States interpreter, and his partner, James H. Richmond.

All the said animals were taken on the 29th day of May, 1870, the horses from our garden near Camp Supply, Indian Territory, and the mules from Osage Springs, between Camp Supply and the new Cheyenne and Arapaho agency, at the same time and by the party that took Tracey & Co.'s mules. The garden was destroyed, and our gardener and other employés attacked and drove off by Indians, on or about the 13th day of June, 1870. The value of the property stolen and destroyed by said Indians is as follows, to wit:

| | |
|---------------------------------------|-----------|
| 2 carriage horses, at \$300 each..... | \$600 00 |
| 8 mules, at \$200 each..... | 1,600 00 |
| 5 mules, at \$175 each..... | 875 00 |
| 2 mules, at \$150 each..... | 300 00 |
| 1 mule, at \$125..... | 125 00 |
| 1 garden destroyed. \$..... | 8,456 80 |
| Total..... | 11,956 80 |

We solemnly affirm that the foregoing statement is correct, and the valuation placed on the property is the true and just valuation of it, and neither of the parties interested or persons in our employ have attempted to obtain retaliation or revenge of the Indians, on account of their theft and damages.

T. R. CURTIS.
J. H. RICHMOND.

Sworn to and subscribed before me this 4th day of November, 1870, there being no civil magistrate present, nor other officers competent to administer an oath.

R. P. HUGHES,

Captain Third Infantry, Judge Advocate General Court-martial.

LAWRIE TATUM,
United States Indian Agent, Fort Sill, Indian Territory.

No. 2.

STATE OF KANSAS, *Fort Dodge, ss:*

T. R. Curtis and J. H. Richmond, being each first duly sworn, depose and say that they are, and for more than one year last past have been, residents of Camp Supply, Indian Territory, where T. R. Curtis is in the employ of the United States as an Indian interpreter; and that they resided at the said Camp Supply in May and June, 1870, and at that time they were in possession, and were the owners, of a large amount of personal property; that on or about the 29th day of May, 1870, while their train was engaged in freighting Indian goods for E. Durfee, the licensed Indian trader, from Camp Supply, Indian Territory, to the new agency of the Cheyennes and Arapaboes, and encamped near Osage Springs, a party of Indians, some of whom were recognized as Apaches, attacked and stampeded the herd, killed one man, and drove off a lot of mules, sixteen head of which were the joint property of the deponents, to wit, T. R. Curtis and J. H. Richmond. Deponents further swear, that on the same day, to wit, May 29, 1870, two A No. 1 carriage horses, the joint property of the deponents, were stolen, by Kiowas, from their garden near Camp Supply, Indian Territory; and further, that on or about the time between the 9th day of June, 1870, and the 13th day of June, 1870, the Indians attacked their garden near Camp Supply, Indian Territory, and drove away by force their gardeners and laborers, destroyed the garden, and caused a great pecuniary loss

to deponents, said garden being a highly cultivated piece of land of about forty acres, all planted with choice vegetables. Deponents further say, that the following is a correct and just valuation of the articles stolen and destroyed, and the losses actually incurred thereby, to wit:

| | |
|---|----------|
| 2 carriage horses, at \$300 each | \$600 00 |
| 8 mules, at \$200 each | 1,600 00 |
| 5 mules, at \$175 each | 875 00 |
| 2 mules, at \$150 each | 300 00 |
| 1 mule, at \$125 | 125 00 |
| 18 head halters, at \$3 50 each | 63 00 |
| 18 30-foot lariats, at \$1 75 each | 31 50 |
| Loss of freight, 11,190 pounds, at 2½ cents per pound | 279 75 |

Pay of the men employed with the train, from date when the stock was lost to date of arrival at Camp Supply, where they were discharged and paid off, viz:

| | |
|---|-------|
| 1 train-master, 14 days, at \$75 per month | 35 00 |
| 4 teamsters, 14 days, at \$35 per month, each | 65 33 |
| Subsistence for 5 men, 14 days | 58 33 |

1 garden destroyed, items of actual expenses and loss incurred, as follows, viz: labor of men, to wit:

| | |
|---|--------|
| 1 gardener, 2½ months, at \$100 per month | 250 00 |
| 1 foreman, 3 months, at \$100 per month | 300 00 |
| 1 laborer, 3 months, at \$50 per month | 150 00 |
| 4 laborers, 70 days each, at \$40 per month | 373 33 |
| 1 teamster, 90 days, at \$35 per month | 105 00 |
| 1 teamsters, 50 days, at \$35 per month | 233 33 |
| 4 teamsters, 40 day, at \$35 per month | 93 33 |
| 2 cook 3 months, at \$40 per month | 120 00 |
| Subsistence of men employed at the garden, amount actually paid, from date of hire to date of discharge | 991 75 |

Actual cost of transportation paid for hired men, to wit:

| | |
|---|--------|
| 3 men from Leavenworth, Kansas, to Camp Supply, Indian Territory, and return | 174 00 |
| 4 men from Hays City to Camp Supply and return | 80 00 |
| Expenses actually paid for 1 man, in going to the States and return for the purchase of seeds, plants, and implements | 137 75 |

Labor of teams actually rendered, viz:

| | |
|--|----------|
| 1 2-horse team, 90 days; 4 2-mule team, 50 days each; 2 2-mule teams, 40 days each; 2 2-mule teams, 30 days each—total 430 days, at \$5 50 per day | 2,365 00 |
|--|----------|

Forge consumed by horses and mules, while employed at the garden, viz:

| | |
|--|--------|
| 12,500 pounds of corn, at 5 cents per pound | 625 00 |
| 17,000 pounds of hay, at \$17 per ton | 144 50 |
| Actual cost of seed and plants | 637 85 |
| Actual cost of tools and implements | 453 87 |
| Actual cost of transportation from Leavenworth, Kansas, to Hays, per Kansas Pacific Railroad, of plants, seed, shelter, implements, &c | 259 78 |
| Cost of transportation from Hays to Camp Supply, 10,735 pounds, at 4 cents per pound | 429 40 |

Total

11,956 80

Deponents further say that the valuation placed on the property is the true and just valuation of it; and that the amounts of expenses represent the actual amounts paid for; and that deponents have not recovered, reclaimed, nor recaptured any portion of said property, nor received any compensation therefor; and that they have not before made any written application for the payment of the same; that they have not sought any private revenge or redress against said Indians, on account of said depredations, nor on any account whatever; and deponents do further solemnly swear that they are and always have been true, faithful, and loyal subjects of the United States, and have always borne true faith and allegiance thereto; that they have never borne arms against the United States; that they have not voluntarily given aid, countenance, nor encouragement to persons engaged in armed hostility thereto; that they have neither

sought, nor accepted, nor attempted to exercise the functions of any office whatever, under any authority whatsoever, in hostility to the United States or inimical thereto. And deponents do further swear that they will, to the best of their knowledge and ability, support and defend the Constitution of the United States against all enemies, foreign and domestic; and that they make application to have their losses sustained as aforesaid, adjusted, settled, and paid by the United States.

T. R. CURTIS.
J. H. RICHMOND.

Sworn to and subscribed before me this 5th day of January, 1871.

[SEAL.]

EDW'D R. HAIGHT,
Notary Public.

(Official copy as to character of notary on file in Quartermaster General's office and also office Third Auditor Treasury Department.)

STATE OF KANSAS, *Fort Dodge, ss* :

Herm Hauser, of Camp Supply, Indian Territory, being first duly sworn, doth depose that he is personally acquainted with T. R. Curtis and J. H. Richmond, the claimants herein named; that he has carefully read the foregoing affidavit, and that the same is true of his own knowledge, and that the articles enumerated were stolen and destroyed by Indians, as therein stated; that the value therein charged and the amount of actual expenses are correct and just; that the knowledge of these facts is derived from personal acquaintance with the same.

HERM HAUSER.

Sworn to and subscribed before me this 5th day of January, 1871.

[SEAL.]

EDW'D R. HAIGHT,
Notary Public.

(Certificate as to official character as notary public on file in Quartermaster General's office, and also office Third Auditor Treasury Department.)

STATE OF KANSAS, *Fort Dodge* :

John E. Tappan, of Leavenworth, Kansas, being first duly sworn, says that he had a contract for furnishing hay to the quartermaster's department at Camp Supply, Indian Territory, in the summer and fall of 1869; that the train of claimants, T. R. Curtis and J. H. Richmond, was employed by him in hauling hay; that he has seen the mules at that time almost daily, and that the valuation of the same, as set forth in the foregoing affidavit, is reasonable, and not above the market value at the date and place of the said loss.

JOHN E. TAPPAN,

Hay Contractor for 1869, at Camp Supply, Indian Territory.

Sworn to and subscribed before me this 5th day of January, 1871.

EDW'D R. HAIGHT,
Notary Public.

(Certificate as to official character as notary public on file in Quartermaster General's office and in office Third Auditor Treasury Department.)

[Indorsement.]

I hereby certify that the within claim of Curtis and Richmond has been presented in council of the chiefs and head men of the Kiowa and Apache Indians. The Kiowa Indians admit that they stole the animals at the garden, and made the raid there. The Apache Indians admit to have stolen the mules in the train near Osage Springs. They all refuse to make satisfaction.

LAWRIE TATUM,

U. S. Indian Agent of Kiowas, Apaches, &c.

No. 3.

INDIAN TERRITORY, *Camp Supply* :

Personally appeared before me this 4th day of November, 1870, one J. H. Richmond, who, being first duly sworn, deposes and saith, that he is and for one year past has been a resident of Camp Supply, Indian Territory; that on the 29th day of May, 1870, he was in charge of a train consisting of four-mule wagons, the joint property of

deponent, J. H. Richmond, and his partner, T. R. Curtis, the latter being employed by the United States as Indian interpreter, and residing at Camp Supply, Indian Territory; that on the above-mentioned date, to wit, the 29th day of May, 1870, these four teams and wagons were employed in hauling freight for E. Durfee, the licensed Indian trader from Camp Supply, Indian Territory, to the Cheyenne and Arapaho agency, Indian Territory, and encamped at Osage Springs, on the North Canadian River; that a party of Indians, some of which were recognized by deponent as Apaches, attacked and stampeded the herd, killed one man, and drove away a lot of mules, of which sixteen head were the joint property of T. R. Curtis and deponent, both residents of Camp Supply, Indian Territory—all this on the 29th day of May, 1870. Deponent further says that all the mules stolen were first-class draught mules, and that the said Indians drove them away by main force and surprise, without the least cause or provocation on the part of the owners of the train, or the white men present with it.

J. H. RICHMOND.

Witness:

HERM HAUSER.

Sworn to and subscribed before me, at Camp Supply, Indian Territory, this 4th day of November, 1870, there being no civil officer present competent to administer an oath.

R. P. HUGHES,

Captain Third Infantry, Judge Advocate of General Court-martial.

INDIAN TERRITORY, *Camp Supply, ss :*

Albert Curtis, being first duly sworn, deposes and saith that he is, and for one year past has been, a resident of Camp Supply, Indian Territory; that he was present with Curtis and Richmond's train on the 29th day of May, 1870, at Osage Springs, Indian Territory; that he is cognizant of all the facts, as set forth in the foregoing affidavit of J. H. Richmond, and that they are correct and true.

ALBERT CURTIS.

Witness:

HERM HAUSER.

Sworn to and subscribed before me, at Camp Supply, Indian Territory, this 4th day of November, 1870, there being no civil officer present competent to administer an oath.

R. P. HUGHES,

Captain Third Infantry, Judge Advocate of General Court-martial.

No. 4.

INDIAN TERRITORY, *Camp Supply, ss :*

Personally appeared before me, this 1st day of August, 1870, one Robert Taylor, who, being duly sworn, deposes and says: That he is and for more than one year has been a resident of Camp Supply, Indian Territory; that on the 29th day of May, 1870, he was employed as a teamster with a train consisting of four mule wagons, this train being the joint property of J. H. Richmond and T. R. Curtis, both residents of Camp Supply, Indian Territory, where the latter is employed by the United States Government as Indian interpreter; that on the above-mentioned date, viz, May 29, 1870, these four wagons were employed in hauling freight for E. Durfee, the licensed Indian trader, from Camp Supply, Indian Territory, to the Cheyenne and Arapaho Agency, Indian Territory, and encamped at Osage Springs, on the North Canadian River, on the road from Camp Supply to the agency; that a party of Indians, some of which were recognized by deponent as Apaches, attacked and stampeded the herd, killed the herder, and drove away a lot of mules, of which sixteen head were the joint property of T. R. Curtis and J. H. Richmond, both residents of Camp Supply, Indian Territory; all this at Osage Springs, on the North Canadian River, Indian Territory, on the 29th day of May, 1870. Deponent further says that these mules were heavy A No. 1, first-class draught animals, which could not be bought in this country for less than from \$250 to \$300, and that the said Indians drove them away by main force and surprise, without the least cause or provocation on the part of the owners of the train or the white men present with it.

his
ROBERT + TAYLOR.
mark.

Sworn to and subscribed before me, at Camp Supply, Indian Territory, this 1st day of August, 1870, there being no civil officer present competent to administer oaths.

WM. DAVIS, JR.,

Second Lieutenant Tenth U. S. Cavalry, Recorder General Court-martial.

Witness: G. F. RAULSTON,

First Lieut. Tenth Cavalry, Brevet Captain U. S. Army.

No. 5.

INDIAN TERRITORY, *Camp Supply, ss :*

Personally appeared before me one Amos Chapman, who, being first duly sworn according to law, deposeth and saith, that he is a resident of Camp Supply, Indian Territory, and was until June 2, 1870, in the employ of T. R. Curtis, Indian interpreter, at Camp Supply, and his partner, J. H. Richmond; that on the 29th day of May, 1870, just before daybreak in the morning, a number of Kiowa Indians stole from Curtis and Richmond's garden, on Beaver Creek, about five miles west of Camp Supply, Indian Territory, two sorrel horses, the joint property of T. R. Curtis and J. H. Richmond. Deponent further swears that these horses were first-class carriage horses, and highly valued by their owners and by everybody who knew their excellent qualities; that the said Indians stole these horses without any provocation on the part of the lawful owners, and that at that time, to wit, the 29th day of May, 1870, the said Indians were supposed to be on terms of peace with the United States. Further deponent saith not.

AMOS CHAPMAN.

Witness :

HERM HAUSER.

Sworn to and subscribed before me, at Camp Supply, Indian Territory, this 4th day of November, 1870, there being no civil officer present competent to administer an oath.

R. P. HUGHES,

*Captain Third Infantry, Judge Advocate of General Court-martial.*INDIAN TERRITORY, *Camp Supply, ss :*

Ben. Clarke, being first duly sworn, deposeth and saith, that he is a guide, in the employ of the United States, at Camp Supply, Indian Territory, and is cognizant of the facts as stated in the foregoing affidavit of Amos Chapman, and that they are correct to the best of his knowledge and belief.

BEN. CLARKE.

Witness :

HERM HAUSER.

Sworn to and subscribed before me, at Camp Supply, Indian Territory, this 4th day of November, 1870, there being no civil officer present competent to administer an oath.

R. P. HUGHES,

Captain Third Infantry, Judge Advocate of General Court-martial.

No. 6.

CAMP SUPPLY, INDIAN TERRITORY, *August 14, 1870.*

This is to certify that I have been in command of Camp Supply since October last; that it was quite evident, during the past winter, there would be an Indian outbreak in the spring; that in such case it would be impracticable to make company gardens; that it is always deemed absolutely necessary that troops on the extreme frontier should have fresh vegetables for the preservation of their health, and company gardens are made for that purpose when practicable; that in this case it was not practicable to make company gardens, and Mr. Curtis was authorized to cultivate a garden for the benefit of the troops; that under this authority, Mr. T. R. Curtis, a citizen, and Indian interpreter, did establish and plant a large garden; that this permission was given to him in the winter; that I promised to him military protection for his garden, stating to him that I would send ten infantry soldiers to secure his garden, should the Indians become troublesome; that during the latter part of the winter and spring a great many infantry soldiers were discharged by expiration of term of service, whose places were not filled by recruits; that I was thus rendered unable to send an infantry guard to protect said garden; that in the latter part of May, a small band of hostile Indians stole two of Curtis's horses, used in cultivating his garden; that a small cavalry guard, consisting of a non-commissioned officer and five privates, were sent for the protection of the garden; that about a week after this a large band of Indians made a dash at this post at an early hour in the afternoon; that a fight ensued, which lasted some time; that during the fight a number of Indians passed through the garden, driving off the guard and employés; that a number of wagon trains were on the road for this place between here and Fort Dodge; that all the cavalry at the post were needed for a length of time to protect said trains, so that the guard at the garden could not only not be increased, but none could be furnished; that, in consequence, Mr. Curtis was compelled to, and did abandon his garden; that, to the best of my information and belief, the Indians engaged in these hostilities were Kiowas, and that Mr. Curtis's family are Indian, belonging to the Arapaho tribe.

R. D. NELSON,

Lieutenant Colonel United States Army.

No. 7.

I, Nicholas Nolan, captain Tenth United States Cavalry, do hereby certify that I am well acquainted with T. R. Curtis and J. H. Richmond, the claimants for compensation by the United States for damages arising from the depredations of the Apache and Kiowa Indians, as follows, to wit:

May 29, 1870, at Osage Springs, Indian Territory, stealing of sixteen mules by Apaches. May 29, 1870, at Curtis and Richmond's garden, near Camp Supply, Indian Territory, stealing of two carriage horses by Kiowas. June 13, 1870, or thereabouts, at Curtis & Richmond's garden, near Camp Supply, Indian Territory, destroying of forty acres of cultivated garden land, and compelling the owners and their employes to abandon the same, by Kiowas.

That T. R. Curtis is an Indian interpreter in the employ of the United States; that he is married to an Indian of the Arapaho tribe, and is the support of an Indian family; that he and his partner, J. H. Richmond, had permission from the post commander of Camp Supply, Indian Territory, to cultivate a garden in consideration of the necessity to furnish troops on the extreme frontier fresh vegetables for the preservation of their health, it being at the time impracticable to start company gardens; that under the authority of the post commander the said T. R. Curtis and J. H. Richmond did establish, cultivate and plant a large garden covering about forty acres; that a large amount of money was necessarily expended in doing this, as all the implements, tools, seed, plants, gardeners, laborers, and other hands had to be brought from the States, together with their subsistence; that the garden was in a fine and flourishing condition when, on or about the 29th day of May, 1870, a small band of Kiowa Indians stole from the place two fine carriage horses, the joint property of T. R. Curtis and J. H. Richmond; that about a week after this a large band of Indians made a dash at the post of Camp Supply, Indian Territory, at an early hour in the afternoon; that a fight between the troops and Indians ensued, which lasted some time; that during the fight a number of Indians passed through this garden, driving off the guard and employes and destroying the garden; that at the time when T. R. Curtis and J. H. Richmond were authorized to cultivate the garden they were promised military protection, but in consequence of so many infantry soldiers being discharged during the winter and spring, 1870, by reason of expiration of term of service, no recruits being sent to take the vacant places, and the cavalry being required for the protection of Government stores on board of contract trains between Fort Dodge, Kansas, and Camp Supply, Indian Territory, it was impracticable to furnish such protection; that consequently T. R. Curtis and J. H. Richmond were compelled to abandon their garden, causing them a great pecuniary loss.

I do further certify that I have examined into the circumstances connected with the claim of T. R. Curtis and J. H. Richmond for mules, horses, and garden as above stated, and am satisfied that their claim is just, that the prices charged for the articles enumerated in their affidavit, filed herewith, are reasonable and not above the market value at the date and place of said loss. I do further certify that, to the best of my knowledge and belief, claimants have not recovered any portion of their property nor received any compensation therefor, and that they have not sought any private revenge nor redress against said Apache and Kiowa Indians on account of said depredations.

NICHOLAS NOLAN,

Captain Tenth United States Infantry.