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Letter from the Secretary of the Interior, relative to the claim of Seth E. Ward for compensation on account of depredations committed by Brule and Ogallala Sioux Indians

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SETH E. WARD.

LETTER

FROM THE

SECRETARY OF THE INTERIOR,

RELATIVE TO

The claim of Seth E. Ward for compensation on account of depredations committed by Brulé and Ogallala Sioux Indians.

FEBRUARY 25, 1873.—Referred to the Committee of Claims and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., February 18, 1873.

SIR: In compliance with the terms of the seventh section of the act approved May 29, 1872, entitled "An act making appropriations for the current and contingent expenses of the Indian Department, and for fulfilling treaty stipulations with various Indian tribes, for the year ending June 30, 1873, and for other purposes," I have the honor to transmit, herewith, the claim of Seth E. Ward for compensation on account of depredations committed by Brulé and Ogallala Sioux Indians in 1865-'6.

A letter, (copy inclosed,) dated the 27th day of January, 1873, from the Acting Commissioner of Indian Affairs, reporting the nature, character, and amount of said claim, is accompanied by the evidence presented in support thereof, and shows the action taken by that officer, under the rules and regulations prescribed by this Department for the investigation of such claims; all which is respectfully submitted for the consideration of Congress, as contemplated by said seventh section of the act aforesaid.

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., January 27, 1873.

SIR: I have the honor to submit herewith, for your decision and action two claims of Seth E. Ward, on account of depredations alleged to have

been committed by Sioux Indians in 1865 and 1866, amounting in the aggregate to \$79,250.

The evidence produced, so far as respects the fact of the depredations, together with the acknowledgments of the Indians, by their chiefs in open council, that the allegations are true, are deemed sufficient, in the judgment of this office, to justify a favorable consideration of the claims. Without undertaking to determine what were the losses actually sustained by the claimant, this office would, nevertheless, express the opinion that the gross amount of the claims might justly be reduced by assuming the value of the mules and cattle fixed by the claimant to be excessive, and by placing them lower; and further, by rejecting the charge or consequential damages, in accordance with a prevailing rule of the Department heretofore applied in such cases. It is suggested that \$150 each for the one hundred and fifty-nine mules, less the one found in the search for the animals, and \$50 each for the forty-eight head of cattle, \$100 for the bell-mare, and \$100 each for the twenty-one horses, be adjudged to be fair and reasonable prices for the same, and that the claim for damages be deemed inadmissible.

Very respectfully, your obedient servant,

H. R. CLUM,
Acting Commissioner.

Hon. C. DELANO,
Secretary of the Interior.

Petition of Seth E. Ward.

In the matter or the claim of Seth E. Ward against the Government of the United States, for the loss of stock taken by the Brulé band of Sioux Indians.

To Vital Jarrot, Indian agent of the Upper Platte Agency, in Dakota Territory :

Your petitioner, Seth E. Ward, respectfully represents that he has been post-sutler at Fort Laramie for about ten years now last past, and that on or about the 9th day of November, A. D. 1865, your petitioner started from Nebraska City, in the Territory of Nebraska, a train of twenty-five wagons, with one hundred and sixty mules and one bell-mare, in charge of a wagon-master and thirty additional men; that said wagons were loaded with goods, wares, and merchandise of the value of \$60,000, to be carried to the said sutler's store at the military post of said Fort Laramie.

And your petitioner would further state that he is informed and believes, and so charges the fact to be, that the said train proceeded on its way toward said Fort Laramie until it arrived at or near Alkali Station, in the Territory of Nebraska, without the loss of any of the stock except one mule killed before reaching said Alkali Station; that said mule-train arrived at said Alkali Station, about two hundred and twenty-five miles distant from said Fort Laramie, on the 1st day of December, A. D. 1865; and was, as your petitioner is informed and believes, detained by the military authorities at said Alkali Station, or near the same, until the night of the 2d day of December, in the year last aforesaid, at which time a part of the Brulé band of Sioux Indians came to where said train was camped for the night, and took and drove away one hundred and fifty-nine mules and the said bell-mare, the same being all the stock with your petitioner's train. That the said mules were all large, fine mules, which had been selected by your petitioner with great care, and were worth at least \$300 per head; and that the said bell-mare was worth about \$150. And your petitioner further says that by reason of the said Indians taking the stock as aforesaid, the said wagons and loading were necessarily detained at said Alkali Station from the said 2d day of December, A. D. 1865, until the 29th of the same month, at which time your petitioner, by diligent effort, succeeded in bringing an ox-train from said Fort Laramie, with an additional force of a wagon-master and thirty men, to remove said goods and wagons to their destination at said Fort Laramie. And your petitioner further says, that he lost out of the said ox-train, in going to and removing said goods and wagons, twenty-seven head of oxen of large size and good quality, and of the value of \$200 per yoke, and that said cattle perished on said trip in conse-

quence of the severity of the weather. And your petitioner further says that he had to pay the said thirty extra men so brought with said ox-train from Fort Laramie at the rate of \$50 per month, except the wagon-master, who was paid at the rate of \$100 per month; and that said amounts so paid was but a fair compensation to the men for the labor performed, and that sixty days were necessarily occupied in making the trip with said ox-train and transporting said wagons and goods to Fort Laramie. Your petitioner further represents that he has, by reason of the said Indians taking said stock as aforesaid, sustained damages, in addition to the value of the said mules and mare, by loss of cattle and paying extra men as aforesaid other necessary expenses and delay of goods, in at least the sum of \$23,000. And your petitioner further says that the said Indians appropriated the said mare and mules to their own use, and that said property is a total loss to your petitioner. That your petitioner has never sought or obtained any private revenge against the said Indians for taking said property, nor attempted to punish them therefor. Nor has your petitioner ever received from said Indians or from any other source any compensation for his said losses, or for any part thereof. Your petitioner, therefore, asks the several sums herein stated be allowed and paid by the United States to your petitioner, and request that you forward this statement and accompanying proofs through the regular channel to the proper Department for adjustment and allowance, and accompany the same with such statements as you may deem it your duty to make in the premises.

TERRITORY OF DAKOTA, *Fort Laramie, ss :*

Seth E. Ward, being first duly sworn, on oath deposeth and saith that he is the petitioner above named, and that the matter and things set forth in the foregoing petition by him signed are true in substance and in fact.

SETH E. WARD.

Sworn to and subscribed before me this 24th day of June, A. D. 1866.

VITAL JARROT,
United States Indian Agent at Fort Laramie, Dakota Territory.

Statement of amount of loss and affidavit of claimant.

THE UNITED STATES GOVERNMENT,	Dr.
To SETH E. WARD,	
For 159 large mules, at \$300	\$47,700
For 1 bell-mare	150
For the cost of transporting 150,000 pounds merchandise during the months of December and January, 1865 and 1866, from Alkali Station to Fort Laramie, two hundred and twenty-five miles, at 12 cents per pound	18,000
Damages to groceries by detention and freezing	5,000
	70,850

In the matter of the claim of Seth E. Ward against the United States Government for the loss of stock taken by the Brulé band of Sioux Indians, near Alkali Station, Nebraska Territory.

TERRITORY OF DAKOTA, *Fort Laramie, ss :*

Seth E. Ward, being first duly sworn according to law, on oath deposeth and saith that he is the sutler at the post of Fort Laramie, and that while peaceably engaged in transporting goods and merchandise to said fort, in the months of November and December, A. D. 1865, his train, consisting of twenty-five wagons drawn by one hundred and sixty mules, under the care and superintendence of Edgar F. Bruce, when arriving at a military post known as Alkali Station, was stopped and detained there by the military commander; that while detained there by military authority, to wit, in the night of the 2d day of December, A. D. 1865, a party of Brulé Sioux Indians, in spite of due diligence and care of his men, rushed upon, drove, stole, and carried away one hundred and fifty-nine mules, of the value of \$300 each, and one bell-mare of the value of \$150, the property of Seth E. Ward. This affiant further saith that said Ward has never yet received indemnification for said loss, either from the Indians or any other source, nor has he ever sought private satisfaction in revengeful acts on said Indians; but makes this application to the Government of the United States, in conformity with the law for such cases made and provided, for the recovery of \$47,850, being the actual value of the animals stolen and taken away from affiant by said Indians; and damages

from freezing and detention, \$5,000; and further damages for freight on 150,000 pounds merchandise from Alkali Station to Fort Laramie in the months of December and January, at 12 cents per pound, \$18,000—all of which damages and loss to affiant were consequent and resulting from the loss of said mules.

The affiant herewith offers, in support of the claim above set forth, the acknowledgment of the chiefs and headmen of said Sioux Indians, and the evidence of other witnesses, to support said acknowledgment, and more definitely to establish the value of property lost, and the damages resulting therefrom. And further affiant saith not.

SETH E. WARD.

Sworn to and subscribed before me, this 25th day of June, A. D. 1866.

VITAL JARROT,

United States Indian Agent at Fort Laramie, Dakota Territory.

[U. S. 5-cent internal-revenue stamp, canceled.]

Acknowledgment of chiefs and head-men.

In the matter of the claim of Seth E. Ward against the Government of the United States of America, for the loss of stock taken by the Brulé band of the Sioux Indians, near Alkali Station, in Nebraska Territory.

We, the undersigned, chiefs and head-men of the Sioux Nation, acting for and on behalf of the tribe, in the presence of and in open council, acknowledge and admit that on the night of the 2d day of December, A. D. 1865, near Alkali Station, in the Territory of Nebraska, a part of the Brulé band of said Sioux Nation took and drove away one hundred and fifty-nine mules and one mare owned by Seth E. Ward and belonging to his train, near said station; and that said stock has never been returned to said Ward, or paid for by the Indians.

Done at Fort Laramie, Dakota Territory, this 27th day of June, A. D. 1866.

his
SPOTTED + TAIL.
mark.

his
SWIFT + BEAR.
mark.

his
DOG + HAWK.
mark.

his
HAWK + THUNDER.
mark.

his
STANDING + ELK.
mark.

his
TALL + MANDAN.
mark.

his
SHARP + NOSE.
mark.

his
WHITE + TAIL.
mark.

his
BIG + MOUTH.
mark.

his
THE MAN THAT WALKS + UNDER THE GROUND.
mark.

his
THE BLACK + WAR BONNET.
mark.

his
STANDING + CLOUD.
mark.

his
BLUE + HORSE.
mark.

his
BIG + HEAD
mark.

In presence of—

R. M. McLAREN,
Peace Commissioner

Acknowledged before me and signed in my presence at Fort Laramie, June 27th, A. D. 1866.

VITAL JARROT,
United States Indian Agent.

[U. S. 5-cent internal-revenue stamp, canceled.]

E. B. TAYLOR,
Superintendent Indian Affairs.

HENRY E. MAYNADIER,
Colonel Commanding, District of Platte, and Indian Commissioner.

CHAS. E. BOWLES,
Secretary Commission.

FRANK SEHMERS,
Assistant Secretary.

I was present in council when the desire was openly expressed by Spotted Tail, (when speaking for his nation,) that the claims of the white men should be paid. And from my knowledge of the claim of Seth E. Ward I have no hesitation of recommending it to the favorable consideration of the Department.

THOMAS WISTAR,
Peace Commissioner.

Affidavit of Edgar F. Bruce.

TERRITORY OF NEBRASKA, *County of Otoe, ss :*

Edgar F. Bruce, being first duly sworn according to law, upon his oath says that on the first day of December, A. D. 1865, he overtook Seth E. Ward's train and took charge of the same; that on the second of December, A. D. 1865, at 8 o'clock a. m., he reached Alkali Station with said train, and was stopped by commanding officer of that post (Alkali) until fifty men were prepared to move forward, that number being required by the military authorities there; that on the same day, to wit, the second day of December, A. D. 1865, after 12 o'clock, m., of that day, the required number of men having arrived, he immediately prepared to move on with the train, it being late in the season, and affiant being very anxious to push on at all hazards; but he was again halted by the said commanding officer, and told by him, the said commanding officer, that no train was allowed to leave that post (Alkali) in the evening, so affiant was compelled to remain over. Affiant further states that that night, to wit, on second day of December, A. D. 1865, or early next morning, about 2 o'clock, the whole herd belonging to said train, and consisting of one hundred and fifty-nine mules and one bell-mare, was stampeded by Indians. Affiant thereupon immediately applied to the said commanding officer at Alkali Station for assistance to recover the said stock stampeded as aforesaid, but was told by him he could send no men out to recover them, as his horses were not in condition for such service, having been without forage for five days. Affiant insisted again and again for assistance as aforesaid, but to each earnest application he received from the said commanding officer the same answer as above given, and that he could do nothing for this affiant in recovering said stock. Affiant further saith, that on the morning of the fifth day of December, A. D. 1865, he got eight men and horses from the said commanding officer, and followed the trail of the said Indians south. After going about twenty miles the horses furnished as aforesaid all gave out, and he was compelled to return to Alkali, and that on the tenth day of December, 1865, he found one mule nine miles from Alkali, on the south side of North Platte River, and followed the Indian trail for some distance, finding repeated signs of Indians, but were unable to move after them, as he had no animals in condition for such service. The herd, when stampeded, was evidently divided, part going south and the remainder north.

And affiant further states, that Magil Chanz and P. H. Hoff were with this affiant during the occurrence and transaction of all the several matters and things hereinbefore mentioned and set forth, in relation to the following the trail of the said Indians in search of the said mules stampeded and run off by the Indians as aforesaid.

And this affiant further saith, that the said commanding officer at Alkali Station would not furnish affiant with the said eight horses hereinbefore mentioned unless affiant would furnish forage for them, (horses,) and affiant did furnish forage for said horses during the time they were used as aforesaid in searching for said mules; and further affiant saith not.

EDGAR F. BRUCE.

[U. S. 5-cent internal-revenue stamp, canceled.]

Signed in my presence, and sworn to before me, the subscriber, a notary public, duly appointed for and residing in the county of Otoe, Nebraska Territory, this 16th day of January, A. D. 1866.

[SEAL.]

JAMES SWEET,
Notary Public.

[U. S. 5-cent internal-revenue stamp, canceled.]

Affidavit of Seth Ward.

In the matter of the claim of Seth E. Ward against the Government of the United States.

TERRITORY OF NEBRASKA, *County of Otoe, ss :*

Seth Ward, being first duly sworn according to law, upon his own oath deposes and says that on or about the 9th day of November, A. D. 1865, he left Nebraska City, Nebraska Territory, with his own train, and in company with the train of Seth E. Ward started westward with loads of freight. Affiant's train and said Ward's train traveled together, and when they reached the junction of the roads from Nebraska City and from Plattsouth, about one hundred miles from Nebraska City, the wagon-master of said Seth E. Ward's train was killed, and affiant took charge of said Ward's train, with Calvin F. Russell as assistant. The two trains then moved on and reached Fort Kearney, Nebraska Territory, at which place the military authorities there organized the said trains, with others there, into two large trains. Affiant with his train was placed with a Dr. Rosson's train and other scattering wagons, and thus formed a train with fifty men. Seth E. Ward's, then under the said C. F. Russell, was put with one Hockaday's train. Seth E. Ward's train alone consisted of thirty men. The trains then all moved on westward together, all of them or both of the two large trains keeping in sight and close together, so that there was no danger from the Indians. On the evening of the 1st day of December, the train that affiant was with, and said Seth E. Ward's train of thirty men, encamped within the military reservation of Alkali Station, and within a mile of the post quarters. The next morning affiant's train of fifty men moved on their way westward, and Seth E. Ward's train started on after them immediately. The train affiant was with was allowed to pass by the station, but when Seth E. Ward's train, who was close behind and in full sight of affiant's train, attempted to pass by the station, (Alkali,) the said train was stopped by the military authorities at said Alkali Station and were not permitted to go on, although the said train was traveling with affiant's train, which made the force of said train eighty men. Affiant further says, that one E. F. Bruce had overtaken said Ward's train on the evening of the 1st of December, and had taken charge of it as wagon-master, and was in charge of it when stopped as aforesaid by the said authorities. Affiant further says that said Ward's train was, when stopped, as close to affiant's train as trains in company with each other usually or can well travel, and was in full sight of each other; and that had not said Ward's train been stopped there would have been no danger of Indian depredations, as there would have been eighty men together for defensive purposes. Affiant further says, that said Ward's train was then compelled to stop at Alkali Station, and was not permitted to leave that day, to wit, the 2d day of December, 1865, from said station, thus compelling the train to encamp at said station on the night of said day, and that on that night all the mules belonging to said Seth E. Ward's train were stampeded and run off by the Indians, thus losing one hundred and sixty mules and one bell-mare, while the train affiant was with passed on westward without molestation from Indians; further he saith not.

SETH WARD.

Sworn before me and subscribed in my presence this the 18th day of May, A. D. 1866. In witness whereof I have hereunto set my hand and notarial seal of office, in Nebraska City, Nebraska Territory, this day and year above stated.

[SEAL.].

S. H. CALHOUN,
Notary Public.

[U. S. 5-cent internal-revenue stamp, canceled.]

Affidavit of Calvin F. Russell.

In the matter of the claim of Seth E. Ward against the Government of the United States.

TERRITORY OF NEBRASKA, *County of Otoe, ss :*

Calvin F. Russell, being first duly sworn according to law, upon his own oath deposes and says that on or about the 9th day of November, A. D. 1865, he started with Seth Ward's train from Nebraska City, Nebraska Territory, for the west, as an assistant wagon-master under David McKee, wagon-master. The said train was in company with Seth Ward's train, and the two trains traveled together. When about one hundred miles out from Nebraska City, Nebraska Territory, the said McKee was killed, and Seth Ward assumed charge of said Seth E. Ward's train, with affiant as assistant. When the trains reached Fort Kearney, Nebraska Territory, the military authorities there formed two large trains

out of the said Seth E. Ward's one train and the said Seth Ward's and several others there. Affiant then took charge of said Seth E. Ward's train, which was put with the train of one Hockaday. The train of Seth Ward was placed with a Dr. Rossen's train and other scattering wagons. But all of the trains traveled together, within sight of each other, and encamped together. On the evening of the first day of December they reached Alkali Station, and the train affiant was with, that is, Seth E. Ward's train, of thirty men, and the train of said Seth Ward, of fifty men, encamped together on the military reservation of Alkali Station, and within a mile of the post quarters. The next morning Seth Ward's train of fifty men moved off on the road westward, and said Seth E. Ward's train started after it, when it was stopped by the military authorities at said Alkali Station, and prevented from passing said station. When said Seth E. Ward's train was so stopped, the other train of Seth Ward was not out of sight, and there was not between the said trains more than the usual distance absolutely necessary between trains traveling in company with each other. They were strictly traveling together. Said Seth E. Ward's train was then detained all of the said 2d day of December, A. D. 1865, at said Alkali Station, by the commanding officer, then Colonel Fleming, who stopped the train as aforesaid. Affiant further says, that by order of said commanding officer the said Seth E. Ward's train was encamped within one quarter of a mile of the post-quarters at Alkali Station on the night of the second of December. Affiant was, on that day, second December, assistant wagon-master, as E. F. Bruce had arrived the day before and assumed charge of the train as wagon-master. And further affiant saith not.

C. F. RUSSELL.

Sworn before me and subscribed in my presence, this May 18th, A. D. 1866. In witness whereof I have hereunto set my hand and notarial seal at Nebraska Territory, the day and year above written.

[SEAL.]

S. H. CALHOUN,
Notary Public.

[U. S. 5-cent internal-revenue stamp, canceled.]

Affidavit of Calvin F. Russell.

TERRITORY OF NEBRASKA, County of Otoe, ss :

Calvin F. Russell, being first duly sworn according to law, upon his own oath says that he was with the train of Seth E. Ward at Alkali Station on the 2d day of December, A. D. 1865, in the capacity of assistant wagon-master; that said train reached Alkali Station at 8 o'clock a. m. of said 2d day of December, 1865, and was stopped there by the commanding officer at that post until fifty men could be prepared to move with said train, that number being required by the military authorities there; that on the same day, to wit, 2d day of December, 1865, after 12 o'clock m. of that day, the required number of men having been obtained, he, in connection with E. F. Bruce, the wagon-master, prepared to immediately move forward with the said train, as it was getting late in the season, and affiant was very anxious to move at all hazards; he was again stopped by said commanding officer, and prevented from moving on, as the said commanding officer told affiant that no train was allowed to leave the said Alkali Station in the afternoon, so the train was compelled and forced by said commanding officer to remain over. Affiant further states that that night, to wit, on the 2d day of December, A. D. 1865, or early next morning, about 2 o'clock, the whole herd belonging to said train, and consisting of one hundred and fifty-nine mules and one bell-mare, was stamped by Indians. Affiant thereupon immediately applied to the said commanding officer at Alkali Station for assistance to recover the said stock, stampeded as aforesaid, but was told by him he could not send out any men to recover said mules and mare, as his horses were in such condition that they were entirely unfit for service, having been five days without any forage whatever. Affiant applied and earnestly insisted upon assistance divers and numerous times, and asked again and again for help to recover the mules and mare, but to each and every earnest application of affiant said commanding officer made the same answer, that he could do nothing toward recovering said stock. Affiant further says that three days after the transactions above mentioned and set forth, to wit, on the 5th day of December, A. D. 1865, the said commanding officer, in response to many and repeated importunities, let E. F. Bruce and affiant, the wagon-masters in charge, have eight horses and men upon condition that we would furnish forage to feed said horses, which we accordingly did. Affiant further states that after going twenty miles in search of the aforesaid mules and mares the said eight horses, furnished and fed as aforesaid, gave out, so they were compelled to return to said station. Affiant further says that on the 10th day of December, 1865, one mule which had been run off by the Indians as aforesaid, was found about nine miles from Alkali Station, on the south side of North Platte River, and that repeated signs of Indians near by were found, but owing to the condition of the horses

at Alkali Station in the Government service, they could not be pursued and the mule recovered, and further affiant saith not.

C. F. RUSSELL.

Sworn to before me and subscribed in my presence this the 12th day of March, A. D. 1866, as witness my hand and notarial seal.

[SEAL.]

S. H. CALHOUN,
Notary Public.

[U. S. 5-cent internal-revenue stamp, canceled]

Affidavit of John Heth.

In the matter of the claim of Seth E. Ward against the Government of the United States for the loss of stock taken by the Indians near Alkali Station, in the Territory of Nebraska.

TERRITORY OF NEBRASKA, *County of Otoe* :

John Heth, being first duly sworn according to law, on oath deposeth and saith that he resides in Nebraska City, in the county of Otoe, and Territory of Nebraska; that he has been well acquainted with the claimant, Seth E. Ward, for about nine years, now last past, and has frequently seen the mule-train owned by said Seth E. Ward, which train left said Nebraska City on or about the 9th day of November, A. D. 1865, for Fort Laramie, in the Territory of Dakota, loaded with valuable freight for that point. And this affiant further says that he is well acquainted with the value of mules in the Territory of Nebraska, and that the said mules, one hundred and fifty-nine in number, were a superior lot; and on the 2d day of December, A. D. 1865, were worth at Alkali Station, or elsewhere in the Territory of Nebraska, the sum of at least \$47,700, and would readily have brought that sum in the market; and this affiant further says that the bell-mare, belonging to the said Seth E. Ward, and which accompanied the said train, was of the value of \$150; that the mules and mare herein mentioned are the same that are alleged to have been stolen by the Sioux Indians near Alkali Station in the Territory of Nebraska, on the night of the 2d day of December, A. D. 1865; and this affiant further states that he was present at the treaty in Fort Laramie, in June, A. D. 1866, made with the Sioux Indians; the United States being represented by Colonel E. B. Taylor, Colonel McLaren, Henry E. Maynadier, and Thomas Wistar, as commissioners, and that, in open council during the negotiations for said treaty and in presence of said tribe, the chiefs and head-men thereof acknowledged and admitted that the mules and mare above-mentioned, and belonging to said Seth E. Ward, were taken and driven off by a part of the Brulé band of said Sioux Nation, and appropriated to their own use, and that said property was so taken at or near said Alkali Station about the time herein stated; and affiant further says that no demand for the return of said mules and mare at said time and place, of and from the above-described Indians, was insisted upon for the reason, as affiant believes, that if such demand had then and there been insisted upon, the same would have interfered with and probably prevented the execution and signing of the treaty by said Indians; and affiant further saith that, at the making of said treaty, the said Indians had with them a portion of the mules aforesaid, and that this affiant then and there saw them in the possession of said Indians, and recognized them as being a portion of the same mules taken from the said Seth E. Ward, as hereinbefore set forth.

JOHN HETH.

Subscribed in my presence, and sworn to before me this 24th day of October, A. D. 1866.

[SEAL.]

S. H. CALHOUN,
Notary Public.

Affidavit of P. H. Hoff.

TERRITORY OF NEBRASKA, *County of Otoe, ss* :

P. H. Hoff, being first duly sworn according to law, upon his own oath says that on the morning of the 2d day of December, A. D. 1865, he was with the train of Seth E. Ward at Alkali Station in the capacity of a driver; that on said morning he knows the said train was stopped, by order of the commanding officer at that post, until fifty men were prepared to move forward with said train—that number he required by the military authorities there; that on the said 2d day of December, A. D. 1865, after 12 o'clock m. of that day, the required number of men having arrived, the train was ready and prepared to move on; that the owner of said train and the wagon-master in charge were very anxious to push on at all hazards, as it was very late in the season, but E.

F. Bruce, the wagon-master in charge, was again halted and stopped by the said commanding officer at Alkali Station, and told by him, the said commanding officer, that no train was allowed to leave the post (Alkali) in the afternoon, so the train was compelled to remain over. Affiant further saith that that night, to wit, the night of the 2d day of December, A. D. 1865, or early next morning, about 2 o'clock, the whole herd belonging to said train, and consisting of one hundred and fifty-nine mules and one bell-mare, was stampeded by Indians; that application was immediately made to the commanding officer at Alkali Station for assistance to recover the said mules and mare stampeded as aforesaid, and that the said commanding officer replied that he could not send any men out to recover them, as his horses were not in condition for such service, having been without forage for five days. Affiant further states that said commanding officer was asked and implored by those having charge of train several and numerous times for assistance in recovering said stock, but to each earnest application the said commanding officer returned the same answer, that he could do nothing to assist in recovering said mules and mare. Affiant further saith that on the morning of the 5th day of December, A. D. 1865, the said commanding officer agreed to let eight men on horses go in search of said stock if forage was furnished by the train for said eight horses, which was done. Affiant further saith that, on the said 5th day of December, A. D. 1865, the said eight men, furnished in accordance with the agreement above given, accompanied by E. F. Bruce, Magil Chazy, and this affiant, started from Alkali Station and followed the trail of the Indians aforesaid south. After going about twenty miles all the horses furnished as aforesaid gave out, and they were compelled to return to Alkali. Affiant further states that on the 10th day of December, A. D. 1865, one mule, which was run off, was found about nine miles from Alkali, on the south side of North Platte River, and that he, with others, followed the Indian trail for some distance, finding repeated signs of Indians, but were unable to move after them, as they had no horses or animals in condition for such service. The herd when stampeded was evidently divided, part going south and the remainder north. And further affiant saith not.

P. H. HOFF.

Signed in my presence and sworn to before me this the 12th day of March, A. D. 1866.

[SEAL.]

S. H. CALHOUN,
Notary Public.

[U. S. 5-cent internal-revenue stamp, canceled.]

Deposition of Louis Obuchon.

In the matter of the claim of Seth E. Ward against the United States for losses sustained by depredations of the Sioux Indians in the Territory of Nebraska.

TERRITORY OF DAKOTA, Fort Laramie:

Louis Obuchon, being first duly sworn, on oath deposes and says that he is a resident of Saint Louis County, in the State of Missouri; that on the 2d day of December last he was in the employ of Seth E. Ward; was a teamster, and driving one of the teams of said Ward in a train of twenty-five wagons, under the charge of Edward F. Bruce, as wagon-master; that in the night of the 2d of December, 1865, when stopped at Alkali by the order of the commanding officer of the post, one hundred and fifty-nine mules and one mare were stolen and driven away by some persons to the deponent unknown at the time; that said mules were of a remarkably good quality, of large size and fine condition; that in his judgment they were worth on an average three hundred dollars each; and further he says not.

LOUIS OBUCHON.

Signed in my presence, and sworn to before me, the authorized United States Indian agent of the Sioux, Cheyennes, Arapahoes, and Crows of the Upper Platte agency, June 23, 1866.

VITAL JARROT,
United States Indian Agent.

Affidavit of Dwight J. McCunn.

NEBRASKA TERRITORY, Otoe County, ss:

Dwight J. McCunn, being duly sworn before me, S. H. Calhoun, a notary public, duly appointed, commissioned, and qualified, and residing in Otoe County, Nebraska Territory; deposes and says that he is a resident of Nebraska City, Nebraska; is a banker and freighter, and has been engaged in the business of freighting, from the Mis-

souri River to the Rocky Mountain Territories for two years last past, and was well acquainted with the train of Seth E. Ward, stolen by the Indians at Alkali Station; Nebraska Territory, on the 2d of December, 1865, and also knew the value of them.

Deponent further says that the mules of the said train were of an extra quality and well selected, and were, in the opinion of this deponent, of the full value of \$300 each.

D. J. McCUNN.

Subscribed and sworn to before me this 25th day of October, A. D. 1866.

[SEAL.]

S. H. CALHOUN,
Notary Public.

Affidavit of Hiram M. Hook.

NEBRASKA TERRITORY, *Otoe County, ss :*

Hiram M. Hook, of Karney County, in the Territory of Nebraska, being duly sworn, says he was well acquainted with the condition and quality of the mules owned and used by Seth E. Ward, of the Fort Laramie sutlership, in transporting sutler-goods from Nebraska City, in Nebraska Territory, to Fort Laramie, in Dakota Territory, and which were, as this affiant has been informed, taken and driven away by the Indians, on the 2d day of December, in the year 1865, and by such Indians converted to their own use; that all of such mules were young, extra large in size, and, at that time, were in the best condition as to flesh, and were, in every respect, in my opinion, of extra first quality, and worth, at the time above set forth, at least \$300 per head, and would, at that time, in Nebraska, have sold for that sum per head, in my opinion.

H. M. HOOK.

Signed in my presence, and sworn to before me, the subscriber, a notary public duly appointed, commissioned, and qualified for, and residing in said county, this 8th day of September, A. D. 1866.

[SEAL.]

JAMES SWEET,
Notary Public.

[U. S. 5-cent internal-revenue stamp, canceled.]

Affidavit of William Fulton.

NEBRASKA TERRITORY, *Otoe County, ss :*

William Fulton, being duly sworn before me, James Sweet, a notary public duly appointed, commissioned, and qualified, and residing in Otoe County, Nebraska, deposes and says that he is a resident of Nebraska City, Nebraska; is a freighter, and has been engaged in the business of freighting for four years, and was well acquainted with the train of S. E. Ward, stolen by the Indians at Alkali Station, Nebraska, on the 2d or December, 1865, and also knew the value thereof.

Deponent further says that the said mules were of an extra quality and well selected, and were, in the opinion of this deponent, of the full value of \$300 each.

WILLIAM FULTON.

Subscribed and sworn to before me this 26th day of July, A. D. 1866.

[SEAL.]

JAMES SWEET,
Notary Public.

[U. S. internal-revenue stamp, canceled.]

Affidavit of Talbot Ashton.

NEBRASKA TERRITORY, *Otoe County, ss :*

Talbot Ashton, of Nebraska City, in the county of Otoe, and Territory of Nebraska, who being by me, the subscriber, a notary public duly appointed, commissioned, and qualified for and residing in said county, duly sworn, deposes and saith that he resides in Nebraska City, in said county and Territory, and is, and has been, for the last two years, engaged in the business of commission merchant and forwarder of goods and other commodities over the plains; that he was well acquainted with the mules owned and used by Seth E. Ward, of the Fort Laramie sutlership, in the transportation of sutler-goods from Nebraska City, in Nebraska Territory, to Fort Laramie, in Dakota Territory, in the fall of 1865, and the same mules, stolen, as this affiant has been informed, by the Indians, at or near Alkali Station, in Nebraska Territory, on the

2d day of December, 1865; that all of said mules were good, of large size, and I judged them to be young—from four to six years of age—and I believe said mules were of the average value of \$300 per head.

TALBOT ASHTON.

Signed in my presence and sworn to before me this 13th day of September, 1866.

[SEAL.]

JAMES SWEET,
Notary Public.

[U. S. internal-revenue stamp, canceled.]

Deposition of G. P. Beauvais.

In the matter of the claim of Seth E. Ward against the United States for losses sustained from depredations of Sioux Indians.

TERRITORY OF DAKOTA, *Fort Laramie*, ss :

Geminim P. Beauvais, being first duly sworn, on oath deposes and says that for many years he has been doing business in the vicinity of Fort Laramie, and from the very character of his business he has been familiar with the prices of animals employed in freighting, and also with the ruling prices paid in the different seasons of the year for freight between this place and any given point between this place and the Missouri River. This affiant deposes and says that he knows nothing of the stealing of a large number of mules from Seth E. Ward, on the 2d day of December, A. D. 1865, by a band of Sioux, except the acknowledgment of the Indians themselves, and seeing and recognizing many of said mules in the possession of said Indians, who acknowledged that they had stolen them. I had seen said train of mules drawing twenty-five wagons, and believe them to have numbered about one hundred and fifty, probably, (from a few extra mules,) one hundred and sixty; said mules were large and well selected, and considered by me as the best mule-train on the road, and must have been worth at a moderate valuation \$300 apiece. This affiant further says that at the time said mules were stolen, to wit, the 2d day of December, A. D. 1865, the price of freight from Alkali Station in Nebraska Territory to Fort Laramie was worth about 10 cents per pound, and further saith not.

GEMINIM P. BEAUVAIS.

Subscribed in my presence and sworn to before me June 26, A. D. 1866.

VITAL JARROT,
United States Indian Agent.

[U. S. 5-cent internal-revenue stamp, canceled.]

Affidavit of Samuel D. Childs.

In the matter of the claim of Seth E. Ward against the Government of the United States for damages from depredations of Sioux and Cheyenne Indians.

FORT LARAMIE, *Dakota Territory*, ss :

Samuel D. Childs, captain and lately post-quartermaster at Fort Laramie, Dakota Territory, being first duly sworn, upon oath deposes and saith that he has been on duty as post-quartermaster during the last year ended in June last, and that he is well acquainted with the rates of transportation paid by the United States during the winter of 1865 and 1866; that in the month of January, A. D. 1866, he contracted for the delivery of freight from Fort Laramie to Fort Casper, in Dakota Territory, at the rate of 10 cents per pound for a distance of about one hundred and thirty miles; that he contracted (after having advertised for bids) for the delivery of 100,000 pounds of freight to be taken from said Fort Laramie to Fort Reno, also in Dakota Territory; and that the lowest bid was 9½ cents per pound for transporting freight a distance of about one hundred and seventy miles. This affiant further deposes and saith that, in his judgment, as one well acquainted with the rates of freight paid for transportation, that 12 cents per pound, as charged by Seth E. Ward for damages consequent from the loss of his mules at Alkali Station, thereby incurring the necessity, at that inclement season of the year, of sending oxen to bring up his wagons and merchandise, when compared with the rates generally paid at that season of the year, is not too much. Said affiant further saith that the danger of transporting freight over the plains during the winter months is very great, and that frequently it is attended with large losses of cattle; and further deponent saith not.

S. D. CHILDS,
Late Captain and Assistant Quartermaster.

Subscribed and sworn to before me at Fort Laramie, Dakota Territory, July 10, A. D. 1866.

VITAL JARROT,
United States Indian Agent.

[U. S. 5-cent internal-revenue stamp, canceled.]

Letter of Vital Jarrot to D. N. Cooley.

FORT LARAMIE, DAKOTA TERRITORY,

July 12, 1866.

SIR: I have the honor of forwarding to you by claimant the petitions of Seth E. Ward, claiming indemnity from the Government for Indian depredations. By the act approved June 30, 1834, it is contemplated that the United States Indian agent shall demand satisfaction of the tribes perpetrating the depredations. Though in the council making the late treaty the chiefs protested against paying this claim, pleading inability, and expressing the desire that the Government should pay it; yet I deemed it my duty to make a formal demand from the chiefs in compliance with the law. They confessed to the charges made in the petitions of Mr. Seth E. Ward, and admitted the claims to be just; but that they, the Indians, could not pay them. I, therefore, in compliance with the law, forward you all the evidence taken in support of said petition, that such further steps may be taken as shall be proper to obtain satisfaction for the losses of said petitioner.

Very respectfully, your obedient servant,

VITAL JARROT,
United States Indian Agent.

Hon. D. N. COOLEY.

Letter of Commissioner of Indian Affairs to Hon. P. W. Hitchcock.

DEPARTMENT OF THE INTERIOR,

OFFICE INDIAN AFFAIRS,

Washington, D. C., January 22, 1867.

SIR: I have the honor to acknowledge the receipt of your letter of this date, transmitting the claims of Seth E. Ward, B. B. Mills, and Charles E. Maguire, parties resident at Fort Laramie, Dakota Territory, for depredations committed by Brulé and Ogallala Sioux, near that post, and on the overland route, in 1865.

The Indians referred to were parties to the treaty of Fort Laramie, and have had no annuities, which could, according to the ruling of the Department hitherto, be applied in payment for depredations; but, waiving that point, the stipulations of the treaty referred to, as amended by the Senate, have expired, and the last appropriation under it has been exhausted.

These Indians have made another treaty with commissioners appointed by the President, but it has not yet been ratified by the Government. If it were so ratified, claims for losses incurred previous to the date of the treaty could not properly be paid from the annuities provided for in it.

The only resource of the parties for relief appears to be by application to Congress, and I herewith return the papers, in order that you may give them such direction, if you deem it advisable.

Very respectfully, your obedient servant,

LEWIS V. BOGY,
Commissioner.

Hon. P. W. HITCHCOCK,
Member of Congress, House of Representatives.

Statement of claim and affidavit of Seth E. Ward.

THE UNITED STATES GOVERNMENT,

To SETH E WARD,

Dr.

For 48 head large oxen, at \$100	\$4,800
For 5 head large mules, at \$300	1,500
For 21 head horses, at \$100	2,100
	<hr/>
	8,400

In the matter of the claim of Seth E. Ward against the United States Government for the loss of stock taken by the Brulé and Ogallala bands of Sioux Indians, near Fort Laramie, Dakota Territory.

TERRITORY OF DAKOTA, *Fort Laramie, ss:*

Seth E. Ward, being first duly sworn according to law, on oath deposes and says that he is the sutler of the post of Fort Laramie, and that his business requires him to keep a part of his stock of horses, mules and cattle, in the vicinity of said Fort Laramie. That

between the 9th day of August, 1865, and the 5th day of January, 1866, the Brulé and Ogallala Sioux Indians (or a part of them) did steal and drive away the following stock, the property of Seth E. Ward, to wit, forty-eight head large oxen of the value of \$100 each, five head of large mules of the value of \$300 each, and twenty-one head horses of the value of \$100 each. This affiant, Seth E. Ward, further says that he has never yet received any pay for said loss either from the Indians or from any other source, nor has he ever sought private satisfaction in revengeful acts on said Indians, but makes this application to the Government of the United States, in conformity with the law, for such cases made and provided, for the recovery of \$8,400, being the actual value of the animals stolen and taken away from affiant by said Indians. This affiant herewith offers in support of the claim above set forth, the acknowledgment of chiefs and headmen of said Sioux Indian Nation, and the evidence of other witnesses to support said acknowledgment, and more definitely to establish the value of the property lost and the damages resulting therefrom; and further affiant saith not.

SETH E. WARD.

Sworn to and subscribed before me this 25th day of June, A. D. 1866.

VITAL JARROT,
United States Indian Agent at Fort Laramie, Dakota.

Acknowledgment of chiefs and head-men.

In the matter of the claim of Seth E. Ward against the Government of the United States for the loss of stock taken by the Brulé and Ogallala bands of Sioux Indians, near Fort Laramie, Dakota Territory:

We, the undersigned, chiefs and head-men of the tribes acting for and in behalf of the Sioux Nation, in their presence and in open council acknowledge and admit that, during last summer, fall, and winter, near Fort Laramie, Dakota Territory, a part of the Brulé and Ogallala band of the Sioux Nation took, and drove away, forty-eight head oxen, five head mules, and twenty-one horses owned by Seth E. Ward, and that the said mentioned stock has never been paid for or returned to said Seth E. Ward by any of said Indians.

Done at Fort Laramie, Dakota Territory, this 27th day of June, A. D. 1866.

- SPOTTED TAIL, his + mark.
- SWIFT BEAR, his + mark.
- DOG HAWK, his + mark.
- HAWK THUNDER, his + mark.
- STANDING ELK, his + mark.
- TALL MANDAN, his + mark.
- SHARP NOSE, his + mark.
- WHITE TAIL, his + mark.
- BIG MOUTH, his + mark.
- THE MAN THAT WALKS UNDER THE GROUND, his + mark.
- THE BLACK WAR BONNET, his + mark.
- STANDING CLOUD, his + mark.
- BLUE HORSE, his + mark.
- BIG HEAD, his + mark.

HENRY E. MAYNADIER,
Colonel commanding District of Platte, and Indian Commissioner.

CHAS. E. BOWLES,
Secretary Commission.

FRANK LEHMER,
Assistant Secretary.

In the presence of—
E. B. TAYLOR,
Superintendent Indian Affairs.
R. N. MCLAREN,
Peace Commissioner.

Signed in my presence and acknowledged before me at Fort Laramie, June 27, A. D. 1866.

VITAL JARROT,
United States Indian Agent.

[U. S. 5-cent internal revenue-stamp, canceled.]

I was present in council when the desire was openly expressed by Spotted Tail (when speaking for his nation) that the claims of the white men should be paid; and from my knowledge of the claim of Seth E. Ward, I have no hesitation of recommending it to the favorable consideration of the Department.

THOMAS WISTAR,
Peace Commissioner.

Affidavit of John Scissons.

In the matter of the claim of Seth E. Ward against the Government of the United States for the loss of stock taken by the Brulé and Ogallala bands of Sioux Indians.

TERRITORY OF DAKOTA, *Fort Laramie, ss :*

John Scissons, being first duly sworn according to law, upon his own oath deposeseth and says that he resides at or near Fort Laramie, Dakota Territory, and that he knows of his own knowledge that some of the Sioux Indians of the Brulé and Ogallala bands drove and carried away, during the summer, fall, and winter, forty-eight head of large, fine work-oxen of the value of \$4,800, five head of mules of the value of \$1,500, and twenty-one head of horses of the value of \$2,100, all the property of S. E. Ward, of Fort Laramie, Dakota Territory. And further deponent saith not.

JOHN SCISSONS.

Sworn to and subscribed before me this 25th day of June, A. D. 1866.

VITAL JARROT,
United States Indian Agent at Fort Laramie, Dakota Territory.

[U. S. 5-cent internal-revenue stamp, canceled.]

Affidavit of Charles E. Guérn.

In the matter of the claim of Seth E. Ward against the Government of the United States for the loss of stock taken by the Brulé and Ogallala bands of Sioux Indians.

Charles E. Guérn, being first duly sworn according to law, upon his oath deposes and says that he resides at or near Fort Laramie, Dakota Territory. Is the interpreter for the post of Fort Laramie. That during the summer, fall, and winter of 1865 a part of the Brulé and Ogallala band of Sioux Indians did steal and drive away from the herd of Seth E. Ward forty-eight head of large oxen of the value of \$4,800, five head of large mules of the value of \$1,500, and twenty-one head of horses of the value of \$2,100, all the property of Seth E. Ward. And further this deponent saith not.

CHAS. E. GUÉRN.

Subscribed and sworn to before me this 18th day of July, 1866.

[SEAL.]

FRANK MURPHY,
County Clerk Douglas County, Nebraska.

[U. S. 5-cent internal-revenue stamp, canceled.]

Affidavit of Benjamin B. Mills.

In the matter of the claim of Seth E. Ward against the Government of the United States for the loss of stock taken by the Brulé and Ogallala bands of Sioux Indians.

TERRITORY OF DAKOTA, *Fort Laramie, ss :*

Benjamin B. Mills, being first duly sworn according to law, upon his oath deposes and says that he resided last summer, fall, and winter in the vicinity of Fort Laramie, Dakota Territory, near where the herd of horses, mules, and cattle of Seth E. Ward were herded, and that he knows that the Indians took from said Ward, during the time mentioned above, forty-eight head of large work-oxen of the value of \$4,800, five head mules of the value of \$1,500, and twenty-one horses of the value of \$2,100, all the property of said Seth E. Ward. And further deponent saith not.

BENJAMIN B. MILLS.

Signed before me and acknowledged before me at Fort Laramie, Dakota Territory, June 30, A. D. 1866.

VITAL JARROT,
United States Indian Agent.

[U. S. 5-cent internal-revenue stamp, canceled.]

Affidavit of William G. Bullock.

In the matter of the claim of Seth E. Ward against the Government of the United States for the loss of stock taken by the Brulé and Ogallala bands of Sioux Indians.

FORT LARAMIE, *Dakota Territory*, ss :

William G. Bullock, being first duly sworn according to law, upon his own oath deposes and says that he resides at Fort Laramie, Dakota Territory, and is in the employ of Seth E. Ward, and has charge of all of his business and stock in said Territory. That during the summer, fall, and winter of 1865 some of the Brulé and Ogallala bands of Sioux Indians did drive and take away from the herd of Seth E. Ward forty-eight head of fine, large work-oxen of the value of \$4,800, five head large mules of the value of \$1,500, and twenty-one head of horses valued at \$2,100, all the property of S. E. Ward. And further the deponent saith not.

WILLIAM G. BULLOCK.

Sworn to and subscribed before me this 25th day of June, A. D. 1866.

VITAL JARROT,

United States Indian Agent at Fort Laramie, Dakota Territory.

[U. S. 5-cent internal-revenue stamp, canceled.]

Contract between the United States and J. C. Irwin.

Articles of agreement entered into this 27th day of June, 1865, between Captain William A. Murphy, commissary of subsistence, an officer in the service of the United States of America, of the one part, and J. C. Irwin, of the county of Leavenworth, in the State of Kansas, of the other part: This agreement witnesseth that the said Captain William A. Murphy, commissary of subsistence, for and in behalf of the United States of America, and the said J. C. Irwin, for himself, his heirs, executors and administrators, have mutually agreed, and by these presents do mutually covenant and agree to and with each other as follows, viz :

1st. That the said J. C. Irwin shall deliver from the block to troops at Fort Laramie, Dakota Territory, fresh beef, of a good and marketable quality, in equal proportions of fore and hind quarters meat, (necks, shanks, and kidney-tallow to be excluded,) in such quantities as may be from time to time required, and on such days as shall be designated by the commanding officer; this contract to be in force for one year, or such less time as the Commissary-General of Subsistence may direct, commencing on the 1st day of August, 1865.

2d. The necks of the cattle slaughtered for beef, to be delivered under this agreement, shall be cut off at the fourth vertebral joint, and the breast trimmed down; the shanks of fore-quarters shall be cut off from three to four inches above the knee-joints, and of hind-quarters from six to eight inches above the gambrel or hock joint.

3d. The said J. C. Irwin shall receive fourteen and nine-tenths cents per pound for the fresh beef accepted under this contract.

4th. Payment shall be made monthly for the quantity of fresh beef accepted, and in funds furnished by the United States for public disbursement, but in the event of the commissary who receives the beef being without funds to pay it, then payment to be made as soon after as funds may be received for the purpose.

1st. Whenever the beef to be issued by this contract shall, in the opinion of the commanding officer, be unfit for issue or of a quality inferior to that required by the contract, a survey shall be held thereon by two officers, to be designated by the commanding officers, and in case of disagreement a third person shall be chosen by these two officers, the three thus appointed and chosen shall have power to reject such parts (or the whole) of the fresh beef as to them appear unfit for issue, or of a quality inferior to that contracted for.

6th. In case of failure or deficiency in the quality or quantity of the fresh beef stipulated to be delivered, then the commissary at Fort Laramie, Dakota Territory, shall have power to supply the deficiency by purchase, and the said J. C. Irwin will be charged with the difference of cost.

7th. The commissary of subsistence at Fort Laramie, Dakota Territory, shall have power to slaughter captured cattle for the supply of fresh beef for all or any portion of the amount required under this contract.

8th. No member of Congress, officer, or agent of the Government or any person employed in the public service, shall be admitted to any share herein, or to any benefit

which may arise therefrom. In witness whereof the undersigned have hereunto placed their hands and seals the day and date first above written.

WM. A. MURPHY, [SEAL.]
Captain and Commissary Subsistence.
J. C. IRWIN. [SEAL.]

Witness:
O. G. PETERS.
I. P. PEARCE.

I certify that the within is a true copy of the contract made between William A. Murphy, captain and commissary subsistence, and J. C. Irwin, of the city of Leavenworth, now on file in my office.

A. E. BATES,
First Lieutenant and Regimental Quartermaster, Second U. S. Cavalry,
Acting Commissary Subsistence.

FORT LARAMIE, Dakota Territory, December 19, 1866.

