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Curtis & Cole. Letter from the Secretary of the Interior, relative to the claim of Curtis & Cole for depredations committed by Cheyenne and Kiowa Indians in 1864.

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Recommended Citation

H.R. Exec. Doc. No. 95, 42nd Cong., 2nd Sess. (1872)

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CURTIS & COLE.

L E T T E R

FROM

THE SECRETARY OF THE INTERIOR,

RELATIVE TO

The claim of Curtis & Cole for depredations committed by Cheyenne and Kiowa Indians in 1864.

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

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

SIR: The claims of Curtis & Cole, for depredations committed on their property by Cheyenne and Kiowa Indians, in 1864, are herewith submitted for the consideration and action of Congress, under the fourth section of the act making appropriations for the Indian Department, approved July 15, 1870, (Statutes at Large, vol. 16, p. 360.)

Copies of reports of Commissioner of Indian Affairs, dated March 14 and 15, 1871, in relation to the said claims, are also herewith transmitted.

Very respectfully, your obedient servant,

C. DELANO,
Secretary.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., March 14, 1871.

SIR: I have the honor to submit herewith additional evidence in the matter of the claim of Curtis & Cole, on account of a depredation committed, as alleged, by Cheyenne Indians, in May, 1864, together with the papers in the case as first presented to the Department.

The claim was reported by this office to the Secretary of the Interior on the 17th of October, 1867, with the recommendation that a part of it be allowed—that relating to the loss of horses, mules, and ponies, to the amount of \$1,435; and that the remainder of the claim, embracing charges for the loss of merchandise of \$620, and damage to the claim-

ants' ranch, or trading-house, of \$1,500, not being sufficiently proved, be suspended, and the claimants allowed opportunity to produce further evidence. The Secretary of the Interior, by letter of 18th October, 1867, approved that recommendation; and on the same day the claim was referred to the Second Auditor for partial settlement, in the sum of \$1,435.

The claimants now, by their attorneys, file the testimony of E. W. Wynkoop, late agent for the Cheyenne and Arapaho Indians, sworn to on the 4th of March, 1871, in further support of the suspended part of their claim. Mr. Wynkoop deposes that he had many opportunities of learning the value of the ranch of claimants, which was destroyed, and he is satisfied that \$3,000, the amount claimed therefor, is not exorbitant; and the information was obtained by him in consideration of its being his duty, as agent for the Indians against whom a part of the claim was preferred, to see that they were not wronged by having an unjust or exorbitant demand made against them. In regard to the goods claimed to have been lost, valued at \$620, this deponent further testifies that, having examined the prices charged therefor, he finds that, according to his knowledge of Indian traders' outfits, the prices charged are comparatively low.

With respect to the charge for damage to the ranch, I remark that there is no direct evidence adduced showing that the Cheyennes either damaged or destroyed that part of claimants' property.

It will be observed that Kiowa Indians are named in connection with the depredation, and against these Indians the claimants have now pending a claim for destroying the ranch or trading-house in question, on the 21st July, 1864, as also for the value of certain mules and horses stolen by them at that time.

I submit that the additional evidence does not sustain the charge as against the Cheyenne for damage to the ranch, and in regard to the charge for merchandise lost, it may strengthen the case so far as the prices or values affixed to the articles named in claimants' schedule are involved, but in my judgment it does not add anything to the previous testimony as to such schedule being a true account of the property that was actually lost to the claimants, which seems to have been the ground of this office expressing the opinion that the testimony in this charge was insufficient to sustain it.

In a day or two I shall submit to you the claim of Curtis & Cole against the Kiowas, here referred to, and suggest that it be considered in connection with this case.

Very respectfully, your obedient servant,

E. S. PARKER,
Commissioner.

Hon. C. DELANO,
Secretary of the Interior.

CLAIM OF CURTIS & COLE AGAINST THE CHEYENNE INDIANS.

THE CHEYENNE INDIANS OF COLORADO TERRITORY,

To CURTIS & COLE, DR.

Four American horses, described as follows:

One sorrel mare and colt; no mark, except brand of C on left shoulder; is seventeen hands high; supposed to be five years old, and is valued at.....	\$125 00
One sorrel horse; both fore-feet white; about seventeen hands high; supposed to be six years old; branded with letter C on left shoulder; valued at.....	150 00

One black horse; no mark except brand of C on left shoulder; seventeen hands high, and supposed to be eight years old; valued at.....	\$125 00
One large brown horse; two left feet white; branded with letter C on left shoulder; is sixteen and one-half hands high; about eight years old, and valued at	125 00
Three Mexican mules, described as follows:	
Three mouse-colored mules, with saddle-marks on their backs; branded with Mexican brands; about thirteen hands high, and supposed to be about ten years old; valued at \$100 each.....	300 00
One American mule, three years old; dark brown; no mark, except brand of C on left shoulder; fourteen hands high; valued at.....	150 00
One mouse-colored jack, ten hands high; supposed to be eight years old, and valued at	150 00
Three Indian horses, described as follows:	
One bay pony; star in forehead, and bob-tail; branded with C on left shoulder; about fourteen hands high; and supposed to be seven years old; valued at	75 00
One light-sorrel Canadian pony; branded with letter C on left shoulder; supposed to be eight years old; fourteen hands high; valued at.....	75 00
One black pacing-pony; left hind-foot white; small white spot in forehead; branded with letter C on left shoulder; thirteen hands high; three years old, and valued at.....	60 00
Two Indian mares, described as follows:	
One curly bay mare, three years old; white strip down the forehead; branded with letter C on left shoulder; three white feet; about thirteen hands high; valued at	60 00
One light-sorrel mare, pony; no mark, except brand of letter C on left shoulder; about twelve hands high; supposed to be three years old, and valued at	40 00
Total amount	<u>1,430 00</u>

HEADQUARTERS FORT LARNED, KANSAS,
June 22, 1864.

Personally appeared before me, the day and date above mentioned, T. R. Curtis and F. Cole, to me personally known, who, being both duly sworn, depose and say that the within statement or account of stock stolen from them by the Cheyenne Indians, and the prices annexed thereto, is just and true, and that the prices therein charged are low, and that the said amounts could have been obtained in money for said stock at the time it was taken, and that the said stock was stolen on the 17th day of May, A. D. 1864.

T. R. CURTIS.
F. COLE.

Sworn and subscribed to before me this 22d day of June, A. D. 1864.

FRANCIS E. SMITH,
Second Lieutenant and Post Adjutant.

I certify that the above-named Francis E. Smith is post adjutant at Fort Larned, Kansas.

J. W. PARMETAR,
Captain Commanding Post.

JUNE 22, 1864.

THE CHEYENNE INDIANS OF COLORADO TERRITORY,

To CURTIS & COLE, Dr.

20 bushels of corn, at \$1 75 per bushel	\$35 00
2 boxes soap, at \$5 per box	10 00
1 box candles, weighing 40 pounds each, at 24 cents per pound.....	9 60
12 pounds tobacco, at 65 cents per pound	7 80
2 bushels dried apples, at \$1 50 per bushel	3 00
2 sacks flour, at \$5 per sack	10 00
2 bushels oats, at \$1 50 per bushel	3 00
25 pounds lead, at 17 cents per pound	4 25
12½ pounds powder, at 60 cents per pound	7 50
1,000 percussion caps	3 00

12 pounds brass wire, at \$1 25 per pound.....	\$15 00
200 bunches of , at 15 cents per bunch.....	30 00
260 pounds sugar, at 19 cents per pound.....	49 40
165 pounds coffee, at 46 cents per pound.....	75 90
12 half-gallon bottle pickles.....	8 00
12 one-quarter gallon bottle pickles.....	7 00
12 bottles pepper-sauce.....	2 50
12 bottles catsup.....	3 50
1 hay-knife.....	3 50
2 hay-forks, \$1 each.....	2 00
2 scythes and snaths, \$2 50 each.....	5 00
400 skunk-skins, at 12½ cents each.....	50 00
10 wolf skins, at 75 cents each.....	7 50
10 wildcat-skins, at \$1 50 each.....	15 00
2 otter-skins, at \$3 each.....	6 00
5 chopping-axes and handles, at \$3 each.....	15 00
2 heating-stove.....	8 00
1 skillet.....	2 00
3 water-buckets, at 25 cents each.....	75
4 sets cups and saucers, at \$1 25 per set.....	5 00
1 set of plates.....	1 00
2 large dishes, at 75 cents each.....	1 50
4 soup-dishes, at 25 cents each.....	1 00
3 brooms, at 40 cents each.....	1 20
1 map of the United States.....	7 50
1 pound patent thread.....	2 00
4 bunches necklace beads, at \$2 50 each.....	10 00
6 snaffle-bit bridles, at \$24 per dozen.....	12 00
1 doz. snaffle-bit bridles, at \$18 per dozen.....	18 00
1½ dozen surcingles, at \$15 per dozen.....	22 40
1 glass lantern.....	2 50
1 counter-scales.....	2 85
1 barrel salt.....	8 50
1 bedstead.....	40 00
1 bedstead.....	15 00
1 wardrobe.....	10 00
1 desk.....	7 00
6 chairs.....	6 00
1 washstand.....	2 50
1 small bureau.....	5 00
1 small table.....	2 50
1 large table.....	7 00
2 spades at \$1 25 each.....	2 50
1 shovel.....	1 25
200 pounds bacon, at 10 cents per pound.....	20 00
¼ barrel pickles.....	9 00
1 sausage-grinder.....	6 00
1 large looking-glass.....	1 50
1 small looking-glass.....	1 00
Damage done to ranch.....	1,500 00
Total.....	<u>2,120 00</u>

HEADQUARTERS FORT LARNED, KANSAS,
June 22, 1864.

Personally appeared before me, this day and date above mentioned, T. R. Curtis and F. Cole, to me personally known, who, being both duly sworn, depose and say that the statement or account within mentioned of goods stolen from their trading-post, at the Great Bend of the Arkansas River, in Kansas, is just and true; and that the prices affixed to said articles of goods are the first-cost prices, as per their invoices or bills of purchase; and that the said goods were stolen by the Cheyenne Indians on the 17th day of May, 1864. And deponents further say that the damage done to their ranch or

trading-post by the said Cheyennes, at same time and place, is at least fifteen hundred dollars, the price affixed in the within statement.

And further deponents say not.

T. R. CURTIS.
F. COLE.

Sworn and subscribed to before me this 22d day of June, A. D. 1864.

FRANCIS E. SMITH,
Second Lieutenant and Post Adjutant.

I certify that the above-named Francis E. Smith is post adjutant at Fort Larned, Kansas.

J. W. PARMETAR,
Captain Twelfth Kansas Volunteers, Commanding Post.

[Two 5-cent internal revenue stamps affixed and canceled.]

STATE OF KANSAS, *County of Leavenworth, ss :*

On this 5th day of June, 1865, personally appeared before me, a notary public in and for said county, Frederick Ledrick, of the county of Morris and State aforesaid, late of the firm of Ledrick & Robbins, doing business in Council Grove, Kansas, and after being duly sworn, on his oath, deposes and says that he has examined the claim of T. R. Curtis for depredations committed by Cheyenne Indians, and says that all the groceries and dry goods set forth therein as stolen or destroyed by said Indians were purchased of the aforesaid firm of Ledrick & Robbins by said Curtis, and that the prices therein charged are the same as were received therefor by said firm from the said Curtis, and far below the present value of such supplies for Indians.

FREDERICK LEDRICK.

Subscribed and sworn in my presence the day and year above written.

[SEAL.]

OLIVER H. SPENCER,
Notary Public.

[One 5-cent internal revenue stamp affixed and canceled.]

LEAVENWORTH, KANSAS, *May 27, 1865.*

To the honorable Commissioner of Indian Affairs :

SIR : I certify, on honor, that the accompanying affidavits in support of the claim of T. R. Curtis for loss and damages caused by depredations of Cheyenne and Kiowa Indians, are true and correct, to the best of my knowledge and belief, and that in my judgment the charges are not exorbitant. I believe the claim to be a just and correct one, and ought to be paid out of any moneys now due or to become due to said Indians; and I make this certificate on my own official knowledge of the outrages committed by said Indians during the year 1864, while agent for said tribes.

S. G. COLBY,
United States Indian Agent, Upper Arkansas.

FORT LARNED, KANSAS, *March 21, 1865.*

I hereby certify, on honor, that I am acquainted with T. R. Curtis, whose claims are hereto attached for depredations committed by the Cheyenne and Kiowa Indians; that I believe the same to be just and correct, and should be paid out of any moneys now due or to become due to said Indians.

T. W. MOSESP, JR.,
Captain Second Colorado Cavalry, Commanding Post.

WASHINGTON, D. C., *March 4, 1871.*

I certify that, while acting as United States Indian agent for the Arapaho, Cheyenne, and Apache, subsequent to January 2, 1867, I had many opportunities of learning the value of the ranch destroyed belonging to Messrs. Curtis & Cole, May, 1864, and am satisfied that an amount of at least \$3,000 is not an exorbitant sum claimed as the value of said ranch; that this information was gained by myself officially, for

the reason I considered it my duty as agent for the tribes, against whom a portion of this claim was put in, to see that they were not wronged by having an unjust or exorbitant demand made against them.

In examining the prices affixed to the goods claimed to have been lost, I find that, according to my knowledge of Indian traders' outfits, the prices charged are comparatively low.

I further certify that, in numerous instances, the Indians have acknowledged to me having committed the depredation as before mentioned, both Kiowas, Arapahoes, and Cheyennes.

I further certify that it was a fact notorious among the whites located in the neighborhood of the scene of these outrages, that the tribes designated committed the depredations, but on account of their hostility it was impossible and impracticable, literally, to submit the claims to them for reclamation.

E. W. WYNKOOP,

Late United States Indian Agent, Upper Arkansas.

Subscribed and sworn to before me this 6th day of March, 1871, at Washington, D. C.

[SEAL.]

J. MCKENNEY,
Notary Public.

No. 5373.]

APPROPRIATION

Carrying into effect treaty of February, 1861, with Arapaho and Cheyenne
Indians of Upper Arkansas River..... \$1,435 00

TREASURY DEPARTMENT,

Second Auditor's Office, October 19, 1867.

I certify that there is due from the United States to Curtis & Cole the sum of one thousand four hundred and thirty-five dollars, being the amount of their account allowed by decision of the Secretary of the Interior, for depredations committed by the Cheyenne Indians in 1864, to be paid to Curtis & Cole, claimants, care of Messrs. Watterson & Crawford, present, as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

E. B. FRENCH,
Second Auditor.

The SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above this 19th day October, 1867.

JNO. BROADHEAD,
Second Comptroller.

Harvey L. Bickford, of lawful age and a creditable person, being by me first duly sworn, upon his oath says that he is engaged in freighting upon the Santa Fé road, from the city of Leavenworth, Kansas, to Fort Lyon, in Colorado Territory; that his teams are now loaded with corn for Government, to be delivered at Fort Lyon. Affiant further says that he is well acquainted with T. R. Curtis and F. Cole, licensed Indian traders, with license to trade with the confederate tribes of Indians, known as the Cheyennes, Kiowas, Comanches, Arapahoes, and Apaches; that their trading-house is situated at the Great Bend of the Arkansas River, in the county of Picketon and State of Kansas; that he is well acquainted with the ranch or trading-post above named, and which was the property of said Curtis & Cole, and that it was worth or cost fifteen hundred dollars; affiant further says that he has built a house or ranch on the Santa Fé road, where said road crosses a stream east of the Great Bend of the Arkansas River, known as Big Turkey, and that from his experience in building in this country, has good reason to and does verily believe that the account rendered by said Curtis & Cole for their house or trading-post, including the corral, is a fair and just valuation of said premises.

And further affiant saith not.

HARVEY L. BICKFORD.

HEADQUARTERS FORT LARNED, KANSAS.

Subscribed and sworn to before me this 11th day of June, 1864.

M. S. BEACH,
First Lieutenant Independent Battalion Colorado Volunteers, Post Adjutant.

William H. Poole, of lawful age, and a credible person, being by me first duly sworn, upon his oath says that he is in the employment of M. Cottrell & Co., who carry the mail from Kansas City, Missouri, to Santa Fé, New Mexico; that he has driven the coach from Fort Larned to Cow Creek, passing the ranch or trading-post belonging to T. R. Curtis and F. Cole, Indian traders at the Great Bend of the Arkansas River, twice each week for the past two years, except a very few trips. Affiant further says that he is well acquainted with the house and corral or trading-post of said Curtis and Cole, and with the value thereof, and that said account for said premises rendered by said Curtis & Cole, against the Cheyenne tribe of Indians, is a just and correct account, as he verily believes, and that fifteen hundred dollars is but a fair compensation for said house and corral or trading-post.

And further affiant saith not.

WILLIAM H. POOLE.

HEADQUARTERS FORT LARNED, KANSAS.

Subscribed and sworn to before me this June 11, 1864.

M. S. BEACH,

First Lieutenant Independent Battalion Colorado Volunteers, Post Adjutant.

This is to certify that the above-named M. S. Beach is post adjutant at Fort Larned, Kansas.

J. W. PARMETAR,

Captain Twelfth Kansas Volunteers, Commanding Post.

JUNE 11, 1864.

John Seckler, of lawful age and a reputable person, being by me first duly sworn, upon his oath says that for the past three months he has been engaged, and in the service of Orson G. Stanley, a licensed Indian trader, as trader for him, and during that time he traded with the Cheyennes, Arapahoes, and Kiowas. Affiant further says, that on Tuesday, the 17th day of May, A. D., 1867, he was at the trading-post of T. R. Curtis and F. Cole, at the Great Bend of the Arkansas, in Picketon County, Kansas; that about 10 or 11 o'clock in the forenoon of said day, a party or band of Cheyenne Indians came to said trading-post and forcibly took and drove away four mules, nine head of horses, and one jackass. Affiant further says that he was acquainted with the persons who stole said horses, mules, and jackass, and that said persons were Indians belonging to the Cheyenne tribe; that he tried to prevent the Indians from stealing said stock and remonstrated with them, but that he could not prevent it. Affiant further says that after the stealing was done F. Cole, the partner who was at the trading-post at the time, became much alarmed for his personal safety, and endeavored to hire some person to stay with him and assist him to protect his property, but did not succeed, every person believing it to be dangerous to remain there. Said Cole packed a part of his goods in a small wagon, the only vehicle he had at the trading-post at the time, and hauled them to Cow Creek, a distance of twenty miles, and that what he could not haul was left at said post and destroyed by Indians. Affiant further says that said Cheyenne Indians told him that as soon as they had taken the stock to a place where it could not be recovered by the owners, that they intended to return with sufficient force and kill all the ranchmen or white men they could find on the Santa Fé road.

And further affiant saith not.

JOHN SECHLER.

FORT LARNED, KANSAS.

Subscribed and sworn to before me this 13th day of June, A. D., 1864.

M. S. BEACH,

First Lieutenant Independent Battalion Colorado Volunteers, Post Adjutant.

This is to certify that the above-named M. S. Beach is post adjutant at this post.

J. W. PARMETAR.

Captain Twelfth Kansas Volunteers, Commanding Post.

JUNE 13, 1864.

HEADQUARTERS FORT LARNED, KANSAS,

June 22, 1864.

Personally appeared before me, this day and date above mentioned, Frederick B. Jones, who, being duly sworn, deposes and says that he was in the employ of T. R. Curtis and F. Cole; that he was and is well acquainted with the said T. R. Curtis and F. Cole, and is knowing to the fact that they were licensed Indian traders and held

licenses to trade with the confederate Indian tribes of Indians known as the Cheyennes, Kiowas, Comanches, Arapahoes, and Apaches; that their trading-house is situated at the Great Bend of the Arkansas River, in the county of Picketon and State of Kansas; and that at the time of the destruction of said ranch or trading-post by the Cheyenne Indians they, the Cheyennes, stole or took horses and mules from the said T. R. Curtis and F. Cole, to the number of fourteen and of the value hereinafter named, and annexed on the descriptive list of animals hereunto attached. That the said prices or value is no greater than could have been obtained for the said stock at either their trading-post or at this post in money, and that they do verily believe the prices affixed to said stock is a low price for the stock so taken. And affiant further says that, being familiar with the amount of goods on hand at the time of the destruction of the trading-house aforesaid, and of the value of said goods, he does verily believe and knows that the amount of goods mentioned in the annexed statement and the prices attached thereto is a low estimate as to both quantity and value.

And further affiant saith not.

FREDERICK B. JONES.

Sworn and subscribed before me this 22d day of June, A. D., 1864.

FRANCIS E. SMITH,

Second Lieutenant Company H, Fifteenth Kansas Volunteer Cavalry, Post Adjutant.

I certify that the above-named Francis E. Smith is post adjutant at Fort Larned, Kansas.

J. W. PARMETAR,

Captain Twelfth Kansas Volunteers, Commanding Post.

JUNE 22, 1864.

HEADQUARTERS FORT LARNED, KANSAS,
June 22, 1864.

Personally appeared before me this day and date above mentioned, H. O. Corbin, who, being duly sworn, deposes and says that he was in the employ of T. R. Curtis and F. Cole, and that he was and is well acquainted with the said T. R. Curtis and F. Cole, and is knowing to the fact that they were licensed Indian traders, and held licenses to trade with the confederate tribes of Indians, known as the Cheyennes, Kiowas, Comanches, Arapahoes, and Apaches; that their trading-house is situated at the Great Bend of the Arkansas River, in the county of Picketon and State of Kansas, and that at the time of the destruction of the said ranch or trading-house by the Cheyenne Indians, they (the Cheyenne Indians) stole or took horses and mules from the said T. R. Curtis and F. Cole to the number of fourteen, and of the value hereinafter named, and annexed on the descriptive list of animals hereunto attached; that the said prices or value is no greater than could have been obtained for the said stock at either their trading-post or at this post in money; and that they do verily believe the prices affixed to said stock is a low price for the stock so taken. And deponent further says that, being familiar with the amount of goods on hand at the time of the destruction of the trading-house aforesaid, and of the value of said goods, he does verily believe and knows that the amount of goods mentioned in the annexed statement, and the prices attached thereto, is a low estimate as to both quality and value.

And further deponent saith not.

H. O. CORBIN.

Sworn and subscribed to before me this 22d day of June, A. D. 1864.

FRANCIS E. SMITH,

Second Lieutenant and Post Adjutant.

I certify that the above-named Francis E. Smith is post adjutant at Fort Larned, Kansas.

J. W. PARMETAR,

Captain Twelfth Kansas Volunteers, Commanding Post.

JUNE 22, 1864.

FORT LARNED, KANSAS, January 2, 1867.

This is to certify that I have official knowledge of the fact that on or about the 20th day of May, 1864, a ranch and some property, value to me unknown, belonging to J. R. Curtis & Co., located at the Big Bend of the Arkansas River, was destroyed by a party of Cheyenne Indians, goods taken, and stock run off; also, that the said parties met with a loss of some stock from depredations committed by the Kiowa Indians at Running Turkey, Kansas, on or about the 17th day of July, 1864.

E. W. WYNKOOP,

United States Indian Agent, Upper Arkansas Agency.

Know all men by these presents that we, Theodore R. Curtis and Frank Cole, ranch-keepers at the Big Bend on the Arkansas River, Horace L. Enos, of Lawrence, Kansas, and Frederick Leetrick, of Council Grove, Kansas, are held and firmly bound unto the United States of America, in the sum of four thousand dollars, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our heirs, executors, and administrators, jointly and severally, firmly, by these presents, sealed with our seals, and dated this sixth day of September, one thousand eight hundred and sixty-four.

The condition of the above obligation is such, that whereas S. G. Colley hath granted to the said Theodore R. Curtis and Frank Cole a license, dated _____, to trade for one year with the Comanches, Kiowas, Cheyennes, and Arapahoes tribes of Indians, a t the following-described places, within the boundaries of country occupied by the said tribes, viz, wherever their villages may be located :

Now, if the said Theodore R. Curtis and Frank Cole, so licensed, shall faithfully conform to and observe all the laws and regulations made, or which shall be made, for the government of trade and intercourse with the Indian tribes, and in no respect violate the same, and shall trade at the aforesaid places and no other, and shall in all respects act conformably with the license granted to them, then this obligation to be void ; else to remain in full force and virtue.

THEODORE R. CURTIS. [SEAL.]
 FRANK COLE. [SEAL.]
 HORACE L. ENOS. [SEAL.]
 FREDERICK LEDRICK. [SEAL.]

Signed and sealed in presence of—
 JOHN SECHLER.
 ENOCH MILLER.

DEPARTMENT OF THE INTERIOR,
 Washington, D. C., October 18, 1867.

SIR: The views expressed by you in your report of the 17th instant, upon the claim of Messrs. Curtis & Cole, for depredations committed upon their property by Cheyenne Indians, in 1864, are approved by me, and you are therefore authorized to make payment for the value of the horses, mules, and ponies, to the amount of \$1,435, out of the annuities of said Indians, as recommended by your office.

In regard to the claim for the merchandise taken or destroyed, and for the damage alleged to have been done to the ranch, or trading-house, you will suspend action, and allow the claimants an opportunity to produce further evidence.

The papers submitted for my examination are herewith returned.

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

O. H. BROWNING,
 Secretary.

Hon. CHARLES E. MIX,
 Acting Commissioner of Indian Affairs.

THE UNITED STATES,

To CURTIS & COLE, DR.

For the sum of one thousand four hundred and thirty-five dollars, being the amount allowed them by decision of the Secretary of the Interior for depredations committed by the Cheyenne Indians in 1864, as appears by accounts and vouchers, with official papers, filed and herewith..... \$1,435 00

A. F. WIGHT.

TREASURY DEPARTMENT,
 Second Auditor's Office, October 19, 1867.

DEPARTMENT OF THE INTERIOR,
 Office of Indian Affairs, October 18, 1867.

In accordance with the decision of the honorable the Secretary of the Interior, as per letter of October 18, 1867, (copy inclosed,) the above claim is herewith respectfully referred to the Second Auditor of the Treasury for partial settlement, the sum of \$1,435 to be paid to claimants, care of Messrs. Watterson & Crawford, present, and the balance to be suspended for further evidence.

Charge the appropriation "carrying into effect treaty of February, 1861, with Arapaho and Cheyenne Indians of Upper Arkansas River," \$1,435.

CHARLES E. MIX,
 Acting Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., March 15, 1871.

SIR: In submitting, with my report of yesterday's date, the claim of Curtis & Cole against the Cheyenne Indians, on account of a depredation committed in May, 1864, I remarked that these claimants also have pending in this office a claim against the Kiowa Indians for property taken and destroyed in July, 1864, and that it would be reported to you shortly for consideration in connection with the former, inasmuch as a part of the testimony in that refers to a charge for the loss of a ranch, or trading-house, in this case, the same being included in both claims.

The papers I now transmit in support of the claim against the Kiowas consist of the sworn statements of T. R. Curtis, (one of the firm,) and affidavits of H. O. Corbin, Oscar F. Dunlap, Chas. Rath, Wm. Mathewson, J. H. Crane, and W. D. Crocker, which are adduced to show that Curtis & Cole owned a house, or ranch, at the Big Bend of the Arkansas, valued at \$3,000, which was occupied by them as a trading-post; that, in consequence of the Cheyennes robbing them, (which took place in May, 1864, as appears by the testimony in the case of the claim against the Cheyennes,) they were compelled to abandon the same; that the Cheyennes damaged the property to the amount of \$1,500, and that on or about the 21st of July, 1864, a party of Kiowas fired and destroyed all that remained of said ranch, and a corral valued at \$1,500. It is also endeavored to be proved, by a part of the testimony—the affidavit of T. R. Curtis, and that of H. O. Corbin, who was in the service of Curtis and Cole, as a teamster—that the claimants were the owners of certain mules and horses which were stolen from them by Kiowa Indians at Waterman's Ranch, in Picketon County, Kansas, on the 21st of July, 1864, valued at \$2,150. The whole amount of their claim as against the Kiowas is stated to be \$3,650.

From a careful examination of the papers in this case, I am of the opinion that the charge of the destruction of the ranch in question by Kiowa Indians is fully sustained. In regard to the value of the property, the testimony considered in connection with that adduced in support of the claim against the Cheyennes, before referred to, is conflicting, some of the affiants testifying to \$3,000, and others to \$1,500, but the weight of evidence, in my judgment, is in favor of the former sum. I think it is evident that the claimants, believing the Cheyennes to have damaged the property at the time of their depredation, and the Kiowas subsequently to have entirely destroyed it, thought proper to divide the loss between the tribes. The charge against the Cheyennes in this respect is not sufficiently proved.

Respecting that part of the claim for mules and horses stolen, I remark that the only testimony of any weight produced is that of H. O. Corbin, who testifies that he was in charge of the same, as teamster for claimants, at the time that the Indians stole them; and further, that the prices charged for the property by claimants he believes to be just and correct. The question is suggested, are not the prices too high? In their claim against the Cheyennes for horses and mules stolen but a short time before this depredation by the Kiowas, the highest price charged for horses is \$125, and for mules \$150 each. It is proper to notice that this claim does not appear to have ever been submitted to the Indians, as required by the 17th section of the intercourse act of June 30, 1834. It was first submitted to this office on the 5th of July,

1865, by claimant's attorney, who was shortly afterward informed that the Kiowas, not being annuity Indians, claimants must look to Congress for relief.

Very respectfully, your obedient servant,

E. S. PARKER,
Commissioner.

Hon. C. DELANO,
Secretary of the Interior.

CLAIM OF CURTIS & COLE AGAINST THE KIOWA INDIANS.

THE KIOWA TRIBE OF INDIANS,

To CURTIS & COLE,

DR.

July 19, A. D. 1864. To one ranch and corral, destroyed by fire, value of ranch and corral	\$3,000
Amount claimed of Cheyennes for damage done same ranch and corral.....	1,500
<hr/>	
Leaving a balance due and owing for damages done said ranch and corral by fire of.....	1,500
	<hr/> <hr/>

Evidence taken before Lieutenant C. S. Burdsal, jr., in the application of Curtis & Cole, Indian traders, for damages done their ranch, or trading-post, by Indians belonging to the Kiowa tribe.

T. R. Curtis, a resident of Fort Larned, Picketon County, Kansas, being by me first duly sworn, upon his oath says that he is Indian interpreter at Fort Larned, Kansas; that heretofore, and before the difficulties occurred in May last with the Cheyenne Indians, himself and partner, H. F. Cole, traded with the Indians on the plains by permission of the Indian agent, and that they owned a ranch and corral, or trading-post, at a point on the Arkansas River known as the "Big Bend," in the county of Picketon and State of Kansas; affiant further says that the value of said ranch and corral, or trading-post, was \$3,000; that, in consequence of the hostility of the Cheyenne Indians, and their robbing himself and partner of their stock, they were compelled to leave their trading-post; and that Indians belonging to the Cheyenne tribe, immediately after the premises were vacated, damaged them to the amount of \$1,500, for which affiant and partner have applied to the United States Indian agent of said tribe for remuneration. Affiant further says that he has good reason to and does verily believe that Indians belonging to the Kiowa tribe, on or about the 21st day of July, A. D. 1864, set fire to and destroyed all that remained of their ranch and corral, the value of which was \$1,500—

1st. Because a large number of said Kiowa Indians, on the evening of the 17th day of July, 1864, set fire to and destroyed the bridge across Pawnee Fork, about one and a half miles below Fort Larned.

2d. Because affiant saw a large body of said Indians, on the next morning after said bridge was burned, pass from their encampment, on Coon Creek, south of Fort Larned, going east on the Santa Fé Road.

3d. Because Kiowa Indians, on the 18th day of July, 1864, attacked a train at Walnut Creek, thirty-four miles east of Fort Larned, and five miles west of said ranch, or trading-post, and killed ten persons.

4th. Because Kiowa Indians attempted to burn the ranch at Walnut Creek, and also made an attempt to burn the bridge across it; and

5th. Because Kiowa Indians, at and about that time made a raid, going east on the Santa Fé Road, as far as Cottonwood, killing persons, killing and stealing stock, and destroying improvements made by ranchmen, by fire.

Affiant further says that the account stated against the Kiowa tribe of Indians for the sum of \$1,500 is just and correct, and remains due and unpaid, affiant having never received any compensation whatever from said tribe of Kiowa Indians, nor from any other person or persons.

Affiant further states that, although the Kiowa Indians have been at war with the whites ever since they burned said trading-post, yet neither himself, his representa-

tive, attorney, nor agent, has violated any provision of law, by seeking or attempting to obtain private satisfaction or revenge.

And further affiant saith not.

T. R. CURTIS.

Oscar F. Dunlap, captain of Company H, Fifteenth Kansas Volunteer Cavalry, being by me first duly sworn, upon his oath says that on the 18th day of July, A. D. 1864, he was stationed with his company at Walnut Creek, on the Santa Fé road, about thirty-two miles east of Fort Larned; that, about 7 o'clock a. m. of said day, he saw Kiowa Indians, to the number of about six hundred; that when first seen they were west of Walnut Creek, moving east, and crossed at a ford about one and a half miles above his encampment, and continued moving east until they reached a train which was coming west and in sight; this they attacked, killing ten men and wounding five others, two of which were scalped and left for dead, but were recovered and are still living. Affiant further says that, after this attack was made and over, a large number of said Indians went east on the Santa Fé road, and affiant has been credibly informed and has good reason to and does verily believe went east on the Santa Fé road to where it crosses Cottonwood, murdering, plundering, and burning along the whole route as they went, and that on their return affiant believes they burned the ranch and corral, or trading-post, belonging to Curtis & Cole, because said Indians made an attempt to burn the ranch and bridge at Walnut Creek at or about that time and after affiant had left said station or encampment with his command.

O. F. DUNLAP,

Captain Company H, Fifteenth Kansas Volunteer Cavalry.

Charles Rath, a resident of the county of Picketon and State of Kansas, a reputable person, being by me first duly sworn, upon his oath says that he is well acquainted with the ranch and corral, or trading-post, that belonged to Curtis & Cole, having owned and occupied one himself on the Santa Fé road, where it crosses Walnut Creek, even miles west of the one owned by Curtis & Cole, and resided there from the time said ranch and corral were built until they were compelled to abandon the place in consequence of the hostility of the Cheyenne Indians. Affiant further says that he has examined the account of said Curtis & Cole, in which they claim that the value of said improvements was \$3,000, which account affiant believes to be correct, having made improvements himself near to where said ranch and corral were situated at the Great Bend of the Arkansas River, and that improvements as good and in as good condition as said ranch and corral, or trading-post, was when said Curtis & Cole were compelled to leave the place, could not be replaced for a less sum than \$3,000, the amount claimed by said Curtis & Cole.

And further affiant saith not.

CHAS. RATH.

William Mathewson, a resident of Picketon County, Kansas, of lawful age and a reputable person, being by me first duly sworn, upon his oath says that he is well acquainted with the improvements owned by Curtis & Cole at the Great Bend of the Arkansas River, Picketon County, Kansas, having built the ranch and corral, dug and walled the well, and owned the trading-post himself before it was owned by Curtis & Cole, and that the damages sustained by them, in consequence of its destruction, were \$3,000, because the value of said improvements, when they were vacated by said Cole & Curtis, was fully that sum, and could not be placed there again, even if the Indians were not hostile, for the sum of \$3,000. Affiant further says that he has good reason to and does verily believe that said ranch and corral were burned by Indians belonging to the Kiowa tribe, because Satanta and other Kiowa chiefs told him that they intended to destroy them by fire; and that on or about the 20th day of July last a band of Kiowa Indians made an attack on ranch at Big Cow Creek, on the Santa Fé road, about twenty miles east of said ranch and corral, owned by said Curtis & Cole, he knowing them to be Kiowa Indians, being well acquainted with that tribe, and two of said Indians came so near him when the attack was made that he recognized them as belonging to the Kiowas; and further, that on the next day they set fire to the prairie, near the Cow Creek ranch, in order to capture some trains that were encamped there at the time, but having failed, the band divided into three parties, one going east, one south or southwest, and one back on the Santa Fé road, and after they left and on the same day he saw a dense smoke in the direction of the ranch and corral owned by said Curtis & Cole, and was credibly informed by persons who came through from

New Mexico on the coach a day or two afterward that said ranch and corral were burned, and affiant has passed the place since and examined the ruins.

And affiant further says not.

WM. MATHEWSON.

J. H. Crane, sutler at Fort Larned, Kansas, being by me first duly sworn, upon his oath says that he visited Curtis & Cole's ranch a short time previous to the time when hostilities were commenced by the Cheyenne Indians against the whites, and before they commenced committing depredations upon the Santa Fé road; that their ranch and corral were then in good condition, and that a like ranch and corral or trading-post could not have been placed there at any time since their destruction, or now, for a less sum than \$3,000, if for that.

And further affiant saith not.

J. H. CRANE.

W. D. Crocker, first lieutenant Ninth Wisconsin Battery, quartermaster and commissary of subsistence, Fort Larned, Kansas, being by me first duly sworn, upon his oath says that he visited the trading-post or ranch of Curtis & Cole, at the Great Bend of the Arkansas River, several times; the last time being but a few days before the Cheyenne Indians commenced committing depredations at the ranches and on the Santa Fé road east of this post; that he considered said ranch and corral or trading-post of the value of \$3,000, as charged in said Curtis & Cole's accounts against the Cheyenne and Kiowa tribes of Indians, because improvements of the same kind could not be replaced for a less sum.

And further affiant says not.

W. D. CROCKER,
Lieutenant Ninth Wisconsin Battery.

FORT LARNED, Kansas, ss :

I, C. S. Burdsal, jr., second lieutenant and post adjutant at Fort Larned, in the State aforesaid, do hereby certify that the foregoing named T. R. Curtis, Oscar F. Dunlap, Charles Rath, William Mathewson, J. H. Crane, and W. D. Crocker, were by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth; that the foregoing affidavits were written by John F. Dodds, and by said affiants respectively subscribed in my presence this 30th day of August, A. D. 1864.

C. S. BURDSAL, Jr.,
Second Lieutenant and Post Adjutant.

I certify that second lieutenant C. S. Burdsal, jr., has been regularly appointed post adjutant at his post.

SCOTT J. ANTHONY,
Major First Cavalry of Colorado, Commanding Post.
HEADQUARTERS FORT LARNED, KANSAS, August 30, 1864.

THE KIOWA TRIBE OF INDIANS,

	To CURTIS & COLE,	Dr.
July 21, 1864. To 2 American mules, at \$250		\$500 00
To 2 American mules, at \$200		400 00
To 4 large Mexican mules, at \$200		800 00
To 1 American horse		250 00
To 1 American horse		200 00
Amount		<u>2,150 00</u>

Evidence taken before second lieutenant C. S. Burdsal, jr., post adjutant Fort Larned, Kansas, on application of Curtis & Cole for indemnity for horses and mules stolen from them by Indians belonging to the Kiowa tribe, at Running Turkey, in the county of Picketon, and State of Kansas.

T. R. Curtis, a resident of Fort Larned, Picketon County, Kansas, and Indian interpreter for the post, being by me first duly sworn, upon his oath says that himself and H. F. Cole were the owners and possessors of the following described mules and horses, viz: one brown mare American mule, five years old last spring, about fifteen hands high, branded with the letter C on the left shoulder, and of the value of \$250.

One American brown horse-mule, five years old past, about fifteen and one-half hands high, marked with the letter C on the left shoulder, and of the value of \$250.

One large sorrel wheel-mule, about eight years old, fifteen and one half hands high, and branded with the letter C on the left shoulder, and of the value of \$200.

One light-bay or sorrel horse-mule, about five years old, fifteen and one-half hands high, branded with the letter C on left shoulder, and of the value of \$200.

One Mexican large black mare-mule, about four years old, fourteen hands high, and branded with the letter C on the left shoulder, and had an old Mexican brand on the hip, and of the value of \$200.

One Mexican sorrel horse-mule, five or six years old, fourteen hands high, and branded with the letter C on the left shoulder, and of the value of \$200.

One chunky, heavy-set, sorrel Mexican mare-mule, thirteen hands high, eight or nine years old, branded with the letter C on the left shoulder, and of the value of \$200.

One mouse-colored Mexican mule, three years old, thirteen hands high, and marked with the letter C on the left shoulder, and of the value of \$200.

One iron-gray American horse, six years old, seventeen hands high, branded on the left shoulder with the letter A, and of the value of \$250.

One dark-brown American stallion, eight years old, seventeen hands high, branded with the letter C on the left hip, and of the value of \$200.

Affiant further says that he has been credibly informed, and verily believes, that on the 21st day of July, A. D. 1864, all of said mules and horses above described were stolen and driven away from Waterman's Ranch, which is situated in Picketon County, Kansas, at the point where the Santa Fé road crosses Running-Turkey Creek, by a band of Indians belonging to the Kiowa tribe that made a raid east on said road, stealing stock, and murdering persons, from Fort Larned to Cottonwood, at and about that time.

Affiant further says that the foregoing account rendered by him against said tribe of Kiowa Indians is just and correct, and that the price charged for each mule and horse is true valuation thereof, and remains due and unpaid, affiant having never received any compensation from said tribe of Kiowa Indians, nor from any other person or persons whomsoever.

Affiant further says that neither himself, his representative, attorney, nor agent, has violated any of the provisions of law by seeking or attempting to obtain private satisfaction or revenge.

And further affiant saith not.

T. R. CURTIS.

H. O. Corbin, a citizen of Picketon County, Kansas, of lawful age, and a reputable person, being by me first duly sworn, upon his oath says that during the last ten months he has been in the employment of Curtis & Cole, who were engaged in trading with the Indians as teamster; in that capacity was sent to Leavenworth, by them, for goods, and that on his return from Leavenworth, when he had reached Running Turkey, where the Santa Fé road crosses it, in the county of Picketon, Kansas, at the ranch kept by — Waterman, on the 21st day of July, A. D. 1864, and early in the morning, he turned out to graze eight head of mules, and one span of horses, the property of said Curtis & Cole; that when said mules and horses were about two hundred yards from the two wagons, which were loaded with merchandise, and standing near the ranch, a party of Indians, which the affiant believes to belong to the Kiowa tribe, rode up to where the mules and horses were grazing, and stole and drove them all away, and some eleven head of other stock belonging to the Kansas City and Santa Fé Mail Company, and to the ranchman. Affiant further says that having been amongst Indians most of the time for the last ten months up to the time when the present troubles commenced with them, he is well acquainted with many of them belonging to the Kiowas, Comanches, Cheyennes, Arapahoes, and Apaches, and that from the dress and general appearance of the band who stole the stock that belonged to Curtis & Cole, they belonged to the Kiowa tribe, and were the same party that committed deredations on the Santa Fé road from Fort Larned east as far as Cottonwood. Affiant further states that he has examined the account of Curtis & Cole against the Kiowa tribe of Indians, for the sum of \$2,150, and believes it to be a just and correct account, and having the stock in charge for some time previous to the time when it was stolen, knew the value of each mule and horse well, and that the price charged for each is only a fair compensation.

And further affiant saith not.

H. O. CORBIN.

Sworn and subscribed before me this 16th day of August, 1864, there being no notary public, justice of the peace, or other person competent to administer oath.

C. S. BURDSAL, JR.,
Second Lieutenant and Post Adjutant, Fort Larned, Kansas.

I certify that C. S. Burdsal, jr., second lieutenant Independent Battery Colorado Volunteer Artillery, is and was, at the time of administering the oath to H. O. Corbin and T. R. Curtis, post adjutant of Fort Larned, Kansas.

WM. H. BACKUS,
Captain First Cavalry of Colorado, Commanding Fort Larned.