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Thomas Hetherington. Letter from the Secretary of the Interior relative to the claim of Thomas Hetherington for depredations committed by Cheyenne Indians in 1867.

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THOMAS HETHERINGTON.

L E T T E R

FROM

THE SECRETARY OF THE INTERIOR,

RELATIVE TO

The claim of Thomas Hetherington for depredations committed by Cheyenne Indians in 1867.

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

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

SIR: The claim of Thomas Hetherington, on account of depredations committed on his property in 1867, by Cheyenne Indians, is herewith transmitted for the consideration and action of Congress, under the fourth section of the act making appropriations for the Indian Department, approved July 15, 1870. (See Statutes at Large, vol. 16, p. 360.)

A copy of the report of the Commissioner of Indian Affairs in relation to the claim, dated the 20th instant, is herewith transmitted.

I have the honor to be, 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 20, 1872.

SIR: I have the honor to submit herewith, for your decision, a claim of Thomas Hetherington, amounting to \$450, the value of two mules and a set of harness, alleged to have been stolen from his brother, John Hetherington, on or about the 1st August, 1867, by a party of Cheyenne Indians.

The claim was filed in this office by claimant's attorneys in June, 1869, and was subsequently transmitted to B. Darlington, United States agent for the Cheyennes, to be presented to the Indians, with a demand for satisfaction, as required by law. The agent reports, on 2d February, 1871, that he had complied with the instructions given to him in the case, and that the Indians denied the charge.

I am of the opinion that the claim is sustained as to the fact of the depredation, and that the claimant is entitled to compensation for his

loss. Previous to the filing here of the claim there was submitted to this office a sworn statement of James Campbell, of the firm of Campbell & Clinton, contractors on the Union Pacific Railroad, to the effect that some laborers in the service of the firm, among whom was a brother of claimant, were attacked on the 1st August, 1867, by Cheyennes, who killed all the laborers and drove off the horses and mules they were using, ten in number. Two of the mules, valued at \$125 each, and one of the horses, valued at \$100, were owned by Thomas Hetherington. I think \$250 would be a sufficient indemnity in the case.

Very respectfully, your obedient servant,

F. A. WALKER,
Commissioner.

Hon. C. DELANO,
Secretary of the Interior.

CLAIM OF THOMAS HETHERINGTON.

CHEYENNE AND ARAPAHOE AGENCY,
Secondmonth 2d, 1867.

ENOCH HOAG, *Superintendent Indian Affairs :*

The inclosed claim of Thomas Hetherington for depredations and damages sustained was explained to the Indians in council assembled. They replied "that to the best of their knowledge the depredations were not committed by any of the Cheyenne tribe."

The Cheyennes are of the opinion that the inclosed depredations were committed by the Sioux Indians. I believe they were candid.

Respectfully,

BRINTON DARLINGTON,
United States Indian Agent, Cheyennes and Arapahoes.

STATE OF WISCONSIN, *County of Green, ss :*

James Campbell, of the village of Albany, State and county aforesaid, being duly sworn, deposes and says he is one of the firm of Campbell & Clinton; that they were, in the months of July and August, 1867, engaged as contractors in grading on the Union Pacific Railroad, eastern division, near Fort Hayes, Kansas; that on the 1st day of August, 1867, a gang of their laborers were surprised and attacked by a band of Cheyenne Indians, and all killed; that their teams, consisting of ten horses and mules, were driven off by said Indians; that the stock was owned and valued as follows :

Campbell & Clinton, two horses, at \$150 each	\$300 00
Same, one mule, at	200 00
Thomas Hetherington, two mules, at \$125 each	250 00
Same, one horse, at	100 00
William Gould, two mules, at \$200 each	400 00
Elezen Hills, two horses, at \$175 each	350 00
Total	<u>1,600 00</u>

And this deponent now asks that the value of said teams be paid to the parties above, or to their lawful agent or attorney, and the amounts be retained from the annuities of the said Cheyenne Indians.

JAMES CAMPBELL.

Sworn to and subscribed this 28th of November, 1867.

J. H. WARREN,
Notary Public, Green County, Wisconsin.

I hereby certify that I am personally acquainted with James Campbell, and know him to be entitled to full confidence and credit; and further, that I have no interest in the within claim.

J. H. WARREN,
Collector Third District, Wisconsin.

STATE OF MISSOURI, *County of Jackson, ss :*

Thomas Hetherington, being first duly sworn, deposes and says that he is, and for one year last past has been, a resident of Jackson County, State of Missouri, and that he resided in county of Ellis, Kansas, in August, A. D. 1867, and at that time he was in the possession and was the owner of a large amount of personal property, goods, wares, merchandise, and chattels; that on or about the 1st day August, A. D. 1867, the Cheyenne Indians, to the number of twenty or thirty-five, came upon a party of railroad hands working on the Union Pacific Railway, eastern division, on the north fork of Big Creek, within about eight miles of Fort Hayes, driving them away, killing his brother, John Hetherington, and capturing a pair of mules belonging to him, (the said Thomas Hetherington,) worth as follows:

One bay mule worth.....	\$200 00
One bay mule worth.....	200 00
One pair harness worth.....	50 00
	450 00
	450 00

The said mules were his own property, driven by his brother, John Hetherington, in constructing the said Union Pacific Railway, eastern division, and that he has not recovered, reclaimed, nor recaptured any portion of said property, nor received any compensation therefor; and that he has not before made any written application for the payment of the same. And deponent says that he has not sought any private revenge nor redress against said Cheyenne Indians, on account of said depredations, nor on any account whatever.

And deponent does further solemnly swear that he is, and always has been, a true, faithful, and loyal subject of the United States, and has always borne true faith and allegiance thereto; that he has never borne arms against the United States since he has been a citizen thereof; that he has not voluntarily given aid, countenance, nor encouragement to persons engaged in armed hostility thereto; that he has neither sought, nor accepted, nor attempted to exercise, the functions of any office whatever, under any authority whatsoever in hostility to the United States, or inimical thereto. And deponent does further swear that he will, to the best of his knowledge and ability, support and defend the Constitution of the United States against all enemies, foreign and domestic; and that he makes application to have his losses sustained as aforesaid adjusted, settled, and paid by the United States.

THOMAS HETHERINGTON.

Witnesses :
THEO. S. CASE.
E. CASE, Jr.

Sworn to and subscribed before me this 2d day September, 1868.

[SEAL.]

ERMINE CASE, JR.,
Notary Public.

STATE OF MISSOURI, *County of Jackson, ss :*

Robert Russell, of Jackson County, Missouri, and John Hassett, of Jackson County, Missouri, being each first duly sworn, doth depose and say, each for himself, that he is personally well acquainted with Thomas Hetherington, the claimant herein named; that he has carefully read the foregoing affidavit, and knows the contents thereof, and that the same is true of his own knowledge, and that the articles enumerated were captured by the Cheyenne Indians August 1, 1867, as therein stated; that the value therein charged is correct and just; that his knowledge of the above facts is derived from actual observation, having been at work at the time upon the same contract.

his
ROBERT + RUSSELL.
mark.
his
JOHN + HASSETT.
mark.

Witnesses :
H. J. LATSHAW.
S. W. ELDRIDGE.

Sworn to and subscribed before me this 2d day of September, 1868.

[SEAL.]

ERMINE CASE, JR.,
Notary Public.

I, George A. Armes, Captain Tenth Cavalry, brevet major United States Army, do hereby certify that I have examined into the circumstances connected with the claim of Thomas Hetherington for compensation for damages arising from the depredations of the Cheyenne Indians committed on or about the 1st day of August, 1867, at or near Fort Hayes, on the Union Pacific Railway, eastern division, and am satisfied that his claim is just, and recommend it to the favorable consideration of the Department. I do further certify that I am satisfied that the prices charged for the articles enumerated in his affidavit, hereto annexed, are reasonable, and not above the market value at the date and place of said loss.

GEO. A. ARMES,
Captain Tenth Cavalry, Brevet Major United States Army.

Know all men by these presents that I, Thomas Hetherington, of the county of Jackson, in State of Missouri, have made, constituted, and appointed, and by these presents do make, constitute, and appoint N. P. Chipman, A. A. Hosmer, and C. D. Gilmore, partners, as Chipman, Hosmer & Co., at Washington, in the District of Columbia, my true and lawful attorneys in fact for me, and in my name, place, and stead, to prosecute my claim against the United States for depredations committed by Cheyenne Indians, in robbing me of my two mules and harness, worth \$450, described above, before Congress or any other proper Department of the Government, or before any United States court or other tribunal, to its final adjustment and determination; and to receive and receipt for any and all sums of money allowed me in whole or in part payment of the same, and to indorse any certificate, check, draft, or other paper that may be allowed me for such payment, and to receive the same and the money called for by the same.

And for the purposes aforesaid I do hereby authorize and fully empower my said attorneys to make out and sign, in my name or otherwise, any paper or instrument in writing, and do and perform every act, matter, or thing requisite and necessary to be done in and about the premises, as fully and completely, to all intents and purposes, as I might or could do if personally present, hereby ratifying and confirming all that my said attorneys may do or cause to be done by virtue and in pursuance hereof.

And in consideration that my said attorneys have agreed to prosecute my said claim without cost or charges unless the same or some part thereof shall be paid, I have agreed to, and do hereby, make this power of attorney irrevocable.

In witness whereof I have hereunto set my hand and seal this 2d day of September, A. D. 1868.

THOMAS HETHERINGTON.

Signed, sealed, and delivered in presence of—
THEO. S. CASE,
E. CASE, Jr.

Be it remembered that on this 2d day of September, A. D. 1868, personally appeared before me, a notary public, Thomas Hetherington, to me known to be the identical person described in and who executed the foregoing power of attorney, and acknowledged that he executed the same freely and voluntarily for the uses and purposes therein expressed.

In testimony whereof I have hereunto set my hand and seal this 2d day of September, A. D. 1868, at Kansas City, Missouri.

[SEAL.]

ERMINE CASE, JR.
Notary Public.