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Claims of M. Bellmard, H. Pappan, L. Pashall, and H. Grigsby. Letter from the Secretary of the Interior, relative to the claims of H. Pappan and others for depredations committed by Cheyenne Indians.

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CLAIMS OF M. BELLMARD, H. PAPPAN, L. PASHALL, AND H. GRIGSBY.

# LETTER

FROM

# THE SECRETARY OF THE INTERIOR,

RELATIVE TO

The claims of H. Pappan and others for depredations committed by Cheyenne Indians.

FEBRUARY 9, 1872.—Referred to the Committee on Appropriations and ordered to be printed.

DEPARTMENT OF THE INTERIOR, Washington, D. C., February 6, 1872.

SIR: I have the honor to submit herewith, for the consideration and action of Congress, the claims of M. Bellmard, H. Pappan, L. Pashall, and A. Grigsby, on account of depredations committed by Cheyennes in June, 1868, under the fourth section of the act approved July 15, 1870.

A copy of the report of the Commissioner of Indian Affairs in relation

to the claims referred to is also herewith transmitted.

Very respectfully, your obedient servant,

C. DELANO, Secretary.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., February 5, 1872.

Sin: I have the honor to submit herewith, for your decision, the following claims, on account of depredations alleged to have been committed by Cheyennes in June, 1868, viz:

M. Bellmard, for property destroyed, valued at \$1,293; H. Pappan, property destroyed, valued at \$207; L. Pashall, for property deloyed, valued at \$454.

The testimony adduced shows these persons were residing on the res-

ervation of the Kansas or Kaw tribe of Indians, with the consent of the tribe and of the United States Indian agent in charge, their children being of Indian blood; that on the 3d of June, 1868, a party of Cheyennes suddenly came upon them, and destroyed or took away property of various kinds, which they enumerate, fixing a value to each article.

The claims were presented by Agent Darlington to the Cheyennes, agreeably to instructions from this office. He reports that they ac-

knowledge the transactions, as therein set forth, to be correct.

I am of the opinion that the depredations were committed as charged. The fact of a sudden raid by Cheyennes upon the Kaw reservation on the 3d of June, 1868, is officially known to this office. E. S. Stover, United States agent for the Kaws, in his annual report for 1868, noticing the subject, remarks, as to the results, that several Kaws and Cheyennes and a few horses were wounded, two Indian houses burned, others were robbed, and several houses belonging to whites plundered of everything.

In the claim of M. Bellmard, the prices charged seem to be generally high, and the true value of the property might be justly determined at a sum less by one-third than that which he claims, exclusive of the item

for "rent," which should be regarded as inadmissible.

In the case of H. Pappan, the charges appear to be more reasonable; the articles are comparatively few in number, and he doubtless had them all in his possession at the time of the raid. I think he is entitled to the amount claimed less the charge of \$40 for rent.

The charges generally in the claim of L. Pashall appear to be extravagant, and I suggest that there might be also in this case properly a re-

duction of one-third of the amount claimed.

I also submit, in connection with these cases, a claim of Aaron Grigsby on account of a depredation committed by Cheyennes on the 1st of June, 1868, amounting to \$232 95. The claim was presented by the proper United States agent to the Cheyennes in council, who "acknowledged

the transaction, as therein described, to be correct."

Beside the sworn statement of the claimant, there is only adduced the affidavit of John Nance, who obtained his information from the claimant, and from the condition of claimant's house as he saw it before and after the depredation. The depredation was no doubt committed, and claimant lost property. He has not satisfactorily shown what his loss actually was. I am of the opinion he would be fully indemnified therefor by the sum of \$155 30.

Very respectfully, your obedient servant,

Commissioner.

Hon. C. DELANO, Secretary of the Interior.

## CLAIM OF MOISE BELLMARD.

CHEYENNE AND ARAPAHO AGENCY, Eighthmonth 14, 1871.

ENOCH HOAG, Superintendent of Indian Affairs:

The application of Moise Bellmard, asking payment for his property taken by the Cheyenne Indians June 3, 1868, was this day submitted to them in council, and they acknowledged the transaction, as therein set forth, to be correct. Demand was made to them for satisfaction.

Respectfully,

BRINTON DARLINGTON, United States Indian Agent. STATE OF KANSAS, County of Shawnee, 88:

Moise Bellmard, of the State of Kansas, and county of Morris, being duly sworp, deposes and says, that on the 3d day of June, A. D. 1868, he was living with his family about a mile and a half from the Kansas agency, on the Kansas Indian reservation, with the approval of the agent and consent of the Indians, his children being of Kaw Indian blood; and that on the day aforesaid, about noon, a large number of Cheyenne Indians came suddenly upon us and burned the house I occupied, and destroyed the following personal property of myself and family, viz: Three bedsteads, three beds, and a large lot of bedding, of the value of \$250; one cooking-stove and cooking utensils, \$75; three tables, \$30; one bureau, \$25; one silver watch, \$25; two clocks, \$25; all the clothing of my family of seven persons, \$300; crockery, \$75; two barrels and three wash-tubs, \$13; a set of carpenter's tools and a set of wagon-maker's tools, \$250; materials for a new wagon, \$18; turkeys and chickens \$15; two hogs, \$40; one year's rent, paid in advance, \$40: two spades, one shovel, three hoes, \$6; three lamps, \$6; twelve chairs, \$24; two sets harness, \$40; one violin, \$25; four smoothing-irons, \$3; and two looking-glasses, \$8, amounting to \$1,293, which value is just and fair; and that he has never received any pay for the property either from the Government or the Indians, nor attempted to recover the same by force or any unlawful means. And he further deposes and says, that he is now, and ever has bee n, a loyal citizen of the United States of America; that he has never borne arms against the Government of the same, nor has he in any manner, either directly or indirectly, given aid, comfort, or assistance to the enemies, foreign or domestic, of the United States of America.

And further deponent says no t.

In witness whereof I have here unto set my hand and seal this 23d day of June, A. D. 1868.

MOISE BELLMARD.

STATE OF KANSAS, County of Shawnee, 88:

Subscribed to in my presence and sworn to before me, a notary public in and for Shawnee County, Kansas, this 23d day of June, A. D. 1868.

[SEAL.]

A. L. WILLIAMS,

Notary Public.

United States To Moise Bellmard,	DR.
To property taken by the Cheyenne Indians June 3, 1868, as follows, to wit:	Value.
To 3 bedsteads, 3 beds and bedding	\$250 75
To 3 tables. To 1 bureau.	30 25
To 1 silver watch To 2 clocks To clothing of family	25 25 300
To crockery To 2 barrels and 3 washtubs	75 13
To carpenter's and wagonmaker's tools	250 18
To turkeys and chickens. To 2 hogs.	15 40
To 1 year's rent, paid in advance.  To 2 spades, 1 shovel, and 3 hoes.	40 6 6
To 3 lamps To 12 chairs To 2 sets harness	24
To 1 violin. To 4 smoothing-irons	25 3
To 2 looking-glasses	8
Total amount	1,293

STATE OF KANSAS, County of Shawnee, 88:

Hettie Bellmard, of the State of Kansas, and county of Morris, being duly sworn, deposes and says that she is the wife of Moise Bellmard, and that on the 3d day of June, A. D. 1868, she was living with her husband on the Kansas Indian reservation, about a mile and a half from the agency; that about noon on the day aforesaid a large number

of Cheyenne Indians made a sudden attack on our house, burned it, and destroyed all our household and other personal property; and that she has examined the statement of her husband, of even date with this, and finds the same true according to her best knowledge, and the value placed on the property fair and just, viz, \$1,293.

And further says not.

HETTIE + BELLMARD.

H. W. FARNSWORTH, Witness.

STATE OF KANSAS, County of Shawnee, 88:

Subscribed to and mark affixed before me, and sworn to in my presence, a notary public in and for Shawnee County, Kansas, this 23d day of June, A. D. 1868.

[SEAL.]

A. L. WILLIAMS,

Notary Public.

STATE OF KANSAS, County of Shawnee, 88:

Louis Lasarge, of the State of Kansas, county of Morris, being duly sworn, deposes and says, that he was living on the Kansas Indian reservation on the 3d day of June, 1868, and knows that the Cheyenne Indians did on that day destroy the house and a large amount of personal property of Moise Bellmard, and that he has examined the statement of Moise Bellmard, of even date with this, in relation to the losses of Bellmard, and finds the same true according to his judgment, and that the value set on the same, amounting to \$1,293, is fair and reasonable.

And further says not.

L. N. LASARGE.

STATE OF KANSAS, County of Shawnee, 88:

Subscribed to in my presence, and sworn to before me, a notary public in and for Shawnee County, Kansas, this 23d day of June, A. D. 1868.

[SEAL.]

A. L. WILLIAMS,

Notary Public.

STATE OF KANSAS, County of Shawnee, 88:

Frank Lessert, of the State of Kansas and county of Morris, being duly sworn, deposes and says, that on the 3d day of June he was living at the Kansas Indian reservation; that he was personally knowing to the Cheyenne Indians on that day having destroyed the house and personal property of Moise Bellmard; that he was often at the house of said Bellmard; and that the statement of Bellmard, in relation to his losses and the value of the property taken, is true, according to the best of his knowledge and belief.

And further says not.

his FRANK + LESSERT.

H. W. FARNSWORTH, Witness.

STATE OF KANSAS, County of Shawnee, 88:

Subscribed to and mark affixed in my presence, and sworn to before me, a notary public in and for the county of Shawnee, Kansas, this 23d day of June, A. D. 1868.

[SEAL.]

A. L. WILLIAMS,

Notary Public.

Know all men by these presents, that I, Moise Bellmard, of the county of Morris, State of Kansas, have made, constituted, and appointed, and by these presents do make, constitute, and appoint W. D. Blackford, of the city of Washington, D. C., my true and lawful attorney, for me and in my name, place, and stead, to ask, demand, collect, and receive payment for a certain claim against the Government of the United States, for certain property destroyed by the Cheyenne Indians on the 3d day of June, A. D. 1868, amounting to \$1,293, and to give good and sufficient receipts therefor, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the premises, as fully, to all intents and purposes, as I might and could do if personally present,

with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall do lawfully or cause to be done by virtue

In witness whereof I have hereunto set my hand and seal this 23d day of June, A. D.

1868. [SEAL.]

MOISE BELLMARD.

STATE OF KANSAS, Shawnee County, 88:

On this 23d day of June, A. D. 1868, before me, a notary public for said Shawnee County, Kansas, personally appeared Moise Bellmard, to me known to be the identical person who executed the foregoing power of attorney, and who acknowledged that he executed the same for the purposes therein named.

Witness my hand and notarial seal the day and year last above named.

[SEAL.]

A. L. WILLIAMS, . Notary Public.

#### CLAIM OF HUBERT PAPPAN.

CHEYENNE AND ARAPAHO AGENCY, Eighthmonth 14, 1871.

ENOCH HOAG, Superintendent of Indian Affairs:

The application of Hubert Pappan, asking payment for property taken by Cheyenne Indians, June 3, 1868, was this day submitted to them in council, and they acknowledged the transaction, as therein set forth, correct. Demand was made for satisfaction. Respectfully,

BRINTON DARLINGTON. United States Indian Agent.

STATE OF KANSAS, County of Shawnee, 88:

Hubert Pappan. of the State of Kansas and county of Morris, being duly sworn, deposes and says that, on the 3d day of June, A. D. 1868, he was living with his family, with the approval of the United States Indian agent, and consent of the Kansas Indians on the Kaw reserve, about one mile from the agency, and that on the day aforesaid, about noon, a large number of Cheyenne Indians broke into his dwelling-house, and destroyed the following personal property of himself and family, viz: two bed-steads and two beds, worth \$25; one cupboard, \$10; cooking utensils, \$20; crockery, \$10; three smoothing-irons, \$3; one looking-glass, \$7; fifty ducks, chickens, and turkeys, \$20; clothing, \$35; provisions and groceries, \$15; augers, drawing-knife, hoe, spade, and other tools, \$10; doors, windows, and lumber, \$12; ten months rent of house, in ad-vance, \$40; amounting to \$207; which value is just and fair, and that he has never received any pay for the same either from the Government or the Indians, nor attempted to recover the same by force or any unlawful means; and he further deposes and says that he is now and ever has been a loyal citizen of the United States of America; that he has never borne arms against the same, nor has he in any way or manner, either directly or indirectly, given aid, comfort, or assistance to the enemies, foreign or domestic, of the United States of America, and further deponent says not.

In witness whereof I have hereunto set my hand and seal this 23d day of June, A.D.

HUBERT + PAPPAN. [SEAL.] mark.

H. W. FARNSWORTH, Witness.

STATE OF KANSAS, County of Shawnee, 88:

Subscribed and mark affixed in my presence and sworn to before me, a notary public in and for Shawnee County, Kansas, this 23d day of June, A. D. 1868. [SEAL.]

UNITED STATES,

A. L. WILLIAMS. Notary Public.

To HUBERT PAPPAN, DR.

To property taken by the Cheyenne Indians, June 3, 1868, as follows:

Value. 2 beds and bedding ... \$25 00 1 cupboard .... 10 00 20 00 Cooking utensils ...

Crockery, 3 smoothing-irons 1 looking-glass 50 ducks, chickens, and turkeys Clothing Provisions and groceries Tools Doors, windows, and lumber Ten months rent	\$10 3 7 20 35 15 10 12 40	00 00 00 00 00 00

STATE OF KANSAS, County of Shawnee, 88:

Loris N. Lesarge, of the State of Kansas and county of Morris, being duly sworn, deposes and says that he was present on the Kansas reserve on the 3d day of June, A. D. 1868, and knows that the Cheyenne Indians did on that day destroy a considerable amount of the personal property of Hubert Pappan; that he was in the house of said Pappan often; that he has examined the statement of said H. Pappan, of even date with this, and that, to the best of his knowledge and belief, the statement is correct, and that the value of the articles named therein is reasonable, viz, \$207.

And further says not.

L. N. LESARGE.

STATE OF KANSAS, County of Shawnee, 88:

Subscribed to in my presence, and sworn to before me, a notary public in and for Shawnee County, Kansas, this 23d day of June, A. D. 1868.

[SEAL.]

A. L. WILLIAMS, Notary Public.

STATE OF KANSAS, County of Shawnee, 88:

Elizabeth Pappan, of the State of Kansas and county of Morris, being duly sworn, deposes and says that she is the wife of Hubert Pappan, and that on the 3d day of June, A. D. 1868, she was living with her husband and family on the Kansas Indian reserve, about one mile from the agency; that about noon on the day above named a large number of Cheyenne Indians made a sudden attack on the house where she was living, and destroyed the household goods and other property of her husband; and that she has examined the statement of Hubert Pappan, of even date with this, in relation to the value of the property destroyed, viz, \$207, and finds the same reasonable and just, according to the best of her knowledge and belief.

And further says not.

ELIZABETH + PAPPAN.

H. W. FARNWORTH, Witness.

STATE OF KANSAS, Shawnee County, 88:

Subscribed and mark affixed in my presence, and sworn to before me, a notary public in and for Shawnee County, Kansas, this 23d day of June, A. D. 1868.

[SEAL.] A. L. WILLIAMS,
Notary Public.

Know all men by these presents that I, Hubert Pappan, of the county of Morris, State of Kansas, have made, constituted, and appointed, and by these presents do make, constitute, and appoint, W. D. Blackford, of the city of Washington, D. C., my true and lawful attorney, for me and in my name, place, and stead, to ask, demand, collect, and receive payment for a certain claim against the Government of the United States for certain property destroyed by the Cheyenne Indians on the 3d day of June, A. D. 1868, amounting to \$207, and to give good and sufficient receipts therefor, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the premises as fully, to all intents and purposes, as I might and could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all

that my said attorney or his substitute shall do lawfully, or cause to be done by virtue hereof.

In witness whereof I have hereunto set my hand and seal this 23d day of June, A. D. 1868.

HUBERT + TAPPAN. [SEAL.]

H. W. FARNSWORTH, Witness.

STATE OF KANSAS, County of Shawnee, 88:

On this 23d day of June, A. D. 1868, before me, a notary public for said Shawnee County, Kansas, personally appeared Hubert Pappan, to me known to be the identical person who executed the foregoing power of attorney, and who acknowledged that he executed the same for the purposes therein named.

Witness my hand and notarial seal the day and year last above written.

A. L. WILLIAMS,
Notary Public.

### CLAIM OF LOUIS PASHALL.

CHEYENNE AND ARAPAHO AGENCY, Eighthmonth 14, 1871.

ENOCH HOAG, Superintendent of Indian Affairs:

The application of Louis Pashall, asking payment for his property taken by the Cheyenne Indians June 3, 1868, was this day submitted to them in council, and they acknowledged the transaction, as therein described, to be correct. Demand was made to them for satisfaction.

Respectfully.

BRINTON DARLINGTON, United States Indian Agent.

STATE OF KANSAS, County of Shawnee, 88:

Louis Pashall, of the State of Kansas and county of Morris, being duly sworn, deposes and says, that on the 3d day of June, A. D. 1868, he was living with his family about two miles from the Kansas Indian agency, on the reserve; that he was there with the approval of the agent and consent of the Indians, his wife and children having Kaw blood, and that, at about 12 o'clock m. on the day above mentioned, a large number of Cheyenne Indians came on to the Kansas reservation, burned his house, and destroyed the following property belonging to himself, viz: three beds. \$75; one cooking-stove and cooking utensils, \$65; one heating-stove, \$12; one bureau, \$25; one cupboard, \$12; lot of crockery, \$30; provisions and groceries, \$30; one table, \$6; eight chairs, \$18; five barrels, \$5; tubs and washing utensils, \$5; clothing of my family of seven persons, \$50; three lamps, \$7; farming tools, augers, wedges, hoes, spades, &c., \$15; four sashes, two doors, and lot of lumber, \$29; five dozen chickens, \$20; lot of hard and soft soap, \$5; one hay-rack, \$5; amounting to \$454. And he further says that the above-named values of the property are just and fair, and he has never received any pay for the same, either from the Government or the Indians, nor has he attempted to recover the same, either from the Government or the Indians, nor has he attempted to recover the same by any unlawful means; and he further deposes and says that he is now and ever has been a loyal citizen of the United States of America; that he has never borne arms against the Government of the same, nor has he in any way or manner, either directly or indirectly, given aid, comfort, or assistance to the enemies, foreign or domestic, of the United States of America.

And further deponent says not.

In witness whereof I have hereunto set my hand and seal this 23d day of June, A. D. 1868.

his + PASHALL. [SEAL.]

H. W. FARNSWORTH, Witness.

STATE OF KANSAS, County of Shawnee, 88:

Subscribed to in my presence, and sworn to before me, a notary public in and for the county of Shawnee, this 23d day of June, A. D. 1868.

[SEAL.]

A. L. WILLIAMS, Notary Public.

United States To Louis Pashall,	D	R.
	D	Tr.
To property taken by the Cheyenne Indians June 3, A. D. 1868.	77.7	
To property taken by the Cheyenne Indians June 3, A. D. 1868.  To 3 beds	65 12 25 12 30 30 6 18 5 5 7	
To farming tools. To sashes, doors, and lumber.		00
To 5 dozen chickens		00
To lot of hard and soft soap		00
To 1 hay-rack		00
Total amount	454	00

STATE OF KANSAS, County of Shawnee, 88:

Elizabeth Pashall, of the State of Kansas and county of Shawnee, being duly sworn, deposes and says that she is the wife of Louis Pashall, and that on the 3d day of June, 1868, she was living with her husband on the Kaw Reserve, about two miles from the Kansas agency, and that on the day above named their house was burned, and a large amount of personal property destroyed, and that she has examined the statement of her husband, of even date with this, in relation to the property destroyed, and finds the same correct, and the valuation of the property, viz, \$454, fair and just, and further says not.

[SEAL.]

ELIZABETH + PASHALL.

H. W. FARNWORTH, Witness.

STATE OF KANSAS, Shawnee County, 88:

Subscribed in my presence and sworn to before me, a notary public in and for the county of Shawnee, State of Kansas, on this 23d day of June, A. D. 1868. A. L. WILLIAMS,

[SEAL.]

Notary Public.

STATE OF KANSAS, County of Shawnee, 88:

Louis Lasarge, of the county of Morris, State of Kansas, being duly sworn, deposes and says, that on the 3d day of June, A. D. 1868, he was on the Kansas Indian reserva-tion; that a large number of the Cheyenne Indians on that day made a descent upon the reservation, and, among other things, did burn the house and destroy a large amount of household goods and other personal property of Louis Pashall, and that he has examined the statement of Louis Pashall, of even date with this, in relation to his losses, and finds the same to be correct, as he verily believes, and the value set on the property destroyed, viz, \$454, reasonable and just, according to his best judgment, and further says not.

L. N. LASARGE.

STATE OF KANSAS, County of Shawnee, 88:

Subscribed to in my presence and sworn to before me, a notary public in and for the county of Shawnee, State of Kansas, this 23d day of June, A. D. 1868.

A. L. WILLIAMS, Notary Public. Know all men by these presents that I, Louis Pashall, of the county of Morris, State of Kansas, have made, constituted, and appointed, and by these presents do make, constitute, and appoint W. D. Blackford, of the city of Washington, D. C., my true and lawful attorney, for me and in my name, place, and stead, to ask, demand, collect, and receive payment for a certain claim against the Government of the United States for certain property destroyed by the Cheyenne Indians on the 3d day of June, A. D. 1868, amounting to \$454, and to give good and sufficient receipts therefor, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the premises, as fully, to all intents and purposes, as I might and could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall do lawfully or cause to be done by virtue hereof.

In witness whereof I have hereunto set my hand and seal this 23d day of June, A. D.

1868.

[SEAL.]

LOUIS + PASHALL.

H. W. FARNWORTH, Witness.

STATE OF KANSAS, County of Shawnee, ss:

On this 23d day of June, A. D. 1868, before me, a notary public for said Shawnee County, Kansas, personally appeared Louis Pashall, to me known to be the identical person who executed the foregoing power of attorney, and who acknowledged that he executed the same for the purpose therein named.

Witness my hand and notarial seal the day and year last above written.

[SEAL.]

A. L. WILLIAMS, Notary Public.

### CLAIM OF AARON GRIGSBY.

CHEYENNE AND ARAPAHO AGENCY, Eighthmonth 14, 1871.

ENOCH HOAG, Superintendent of Indian Affairs:

The application of Aaron Grigsby, asking payment for his property taken by the Cheyenne Indians June 1, 1868, was this day submitted to them in council, and they acknowledged the transaction, as therein set forth, to be correct. Demand was made to them for satisfaction.

Respectfully,

BRINTON DARLINGTON, United States Indian Agent.

STATE OF KANSAS, County of Marion, 88:

Aaron Grigsby, of the State of Kansas, county of Marion, being duly sworn, deposes and says, that on the 1st day of June, A. D. 1868, he, with his family, was living on Muddy Creek, six miles west of Marion Center; that about 5 o'clock p. m. of that day about thirty Cheyenne Indians came to his place; that he fed them all he had in the house cooked, and then they took and carried away the following property, viz: Eight pairs of blankets, worth, at \$14 per pair, \$112; two comforts, \$22; three bridles, \$7; four head-halters, \$10; two lariats, \$2 50; one bed-cord, \$1; four table-spoons, \$4 50; six teaspoons, \$3; one set knives and forks, \$3 75; three butcher knives, \$2 75; one set cups and saucers, \$3; one hat, \$1 50; one pair saddle-bags, \$4 50; one brush, \$1 75; one clothes-line, \$1; one tin-pail, \$1 50; three sacks flour, \$25 50; 33 pounds bacon, \$9 50; 25 pounds sugar, \$5; 20 pounds coffee, \$8 20; amounting to \$232 95, which values are just and fair; and he further says that he has never received any pay for the same from the Government or Indians, nor has he attempted to recover the same by any unlawful means; and he further says that he is now and ever has been a loyal citizen of the United States of America; that he has never borne arms against the Government of the same, and has never, either directly or indirectly, given aid, comfort, or assistance to the enemies, foreign or domestic, of the United States of America.

And further deponent says not.

AARON GRIGSBY.

STATE OF KANSAS, County of Marion, 88:

Subscribed in my presence and sworn to before me, a deputy clerk in the district court in and for Marion County, Kansas, this 9th day of July, A. D. 1868.

H. Ex. 119-2

In testimony whereof I have hereunto set my hand and affixed the seal of the court, the day and year last above written.

SEAL.

ALEX. E. CASE, Deputy Clerk.

#### UNITED STATES

To AARON GRIGSBY,

DR.

To property taken by the Cheyenne Indians from his house June 1, 1868.

	Val	
o 8 pair blankets, at \$14 per pair	\$112	00
o 2 comforts	22	00
o 3 bridles		00
o 4 head-halters	10	
o 2 lariats	9	50
o 1 bed-cord.	1	00
o 4 table-spoons		50
o 6 spoons	2	00
o 1 set knives and forks.		75
o 3 butcher-knives	2	75
o 1 set cups and saucers	3	00
o 1 hat	1	50
o 1 pair saddle-bags		50
o 1 brush		75
o 1 clothes-line	1	00
o 1 tin pail		50
o 3 sacks flour	28	50
o 33 pounds bacon	9	50
o 25 pounds sugar	5	00
o 20 pounds coffee		20
Total amount	232	95

STATE OF KANSAS, County of Marion, 88:

John Nance, of State of Kansas, county of Marion, solemnly declares that, on the 1st day of June, A. D. 1868, about 7 o'clock p. m., Aaron, Grigsby came past my place on Muddy Creek, in Marion County, fleeing, as he said, from the Cheyenne Indians; that, on the day before this, deponent was at the house of said Grigsby, and noticed that the house seemed well supplied with provisions; and that he was at Grigsby's several days after the Indians were there, and noticed that he, Grigsby, seemed to have suffered considerable loss, as he believes, by the Cheyenne Indians.

And further this deponent says not.

JOHN NANCE.

STATE OF KANSAS, County of Marion, 88:

Subscribed in my presence and declared to be true before me, a deputy clerk of the district court in and for Marion County, Kansas, this 9th day of July, A. D. 1868.

In testimony whereof I have hereunto set my hand and affixed the seal of the court, the day and year last above written.

[SEAL.]

ALEX. E. CASE, Deputy Clerk.

Know all men by these presents that I, Aaron Grigsby, of the county of Marion, State of Kansas, have made, constituted, and appointed, and by these presents do make constitute, and appoint W. D. Blackford, of Washington, D. C., my true and lawful attorney, for me and in my name, place, and stead, to ask, demand, collect, and receive payment for a certain claim against the Government of the United States of America for certain property taken by the Cheyenne Indians on the 1st day of June, A. D. 1868, amounting to \$232 95, and to give good and sufficient receipts therefor, giving and

granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the premises, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall do lawfully or cause to be done by virtue hereof; and in consideration that my said attorney has agreed to prosecute my said claim without cost or charge to me, unless the same or some part thereof shall be paid, I have agreed and do hereby make this power of attorney irrevocable.

In witness whereof I have hereunto set my hand and seal this 9th day of July, A. D.

1868. [SEAL.]

AARON GRIGSBY.

STATE OF KANSAS, County of Marion:

On this 9th day of July, A. D. 1868, before me, deputy clerk of the district court in and for said county of Marion, personally appeared Aaron Grigsby, to me known to be the identical person who executed the foregoing power of attorney, and acknowledged that he executed the same for the purposes therein named.

Witness my hand and seal of the court the day and year last above written.

ALEX. E. CASE Deputy Clerk.