

REPORTS OF COMMITTEES

OF THE

HOUSE OF REPRESENTATIVES,

MADE DURING THE

SECOND SESSION OF THE THIRTY-SIXTH CONGRESS,

1860-'61.

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OF
THE HOUSE OF REPRESENTATIVES.
THIRTY-SIXTH CONGRESS, SECOND SESSION, 1860-'61.

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No. 213.

ACCOUNT FOR LOSSES AND DAMAGES.

TERRITORY OF KANSAS, *Douglas County, ss:*

To the commissioners appointed and authorized to audit and certify claims under the provisions of "An act to provide for the adjustment and payment of claims," approved February 7, 1859, to audit and adjust all claims for the loss of property taken or destroyed, and damages resulting therefrom, during the disorder that prevailed from November 1, 1855, to December 1, 1856, in Kansas Territory:

G. W. Brown, complainant, states: That he is a citizen and resident of Kansas Territory, and has been such since the 27th of November, 1854, down to the present; that soon after his settlement in said Territory he established at great expense the *Herald of Freedom*, a weekly newspaper, at Lawrence, in the Territory of Kansas; and that he published the same without intermission for but perhaps a single week, from the date of its second issue on the 6th of January, 1855, down to the 21st of May, 1856, when it was destroyed by an armed body of men professing to act under the authority of S. J. Jones, a sheriff of Douglas county; that the said body of men acted wholly in derogation of law, but under the influence, as complainant believes, of political considerations; that at the time his said printing office was destroyed he was in the possession of, and sole proprietor of, a large stone building, three stories in height, erected on Winthrop street, in the city of Lawrence, Kansas, and used expressly for a printing office; also one large No. 6 Washington printing press, with Taylor's patent inking apparatus, worth in Lawrence \$579; also a large Taylor's power printing press, worth \$3,000; with a steam engine, boiler, and fixtures, worth \$550; also one foolscap size jobbing press, worth \$200; that he was also possessed of one large imposing stone of marble, 2½ inches thick, 7 feet long, 2½ broad, worth \$200; and was also possessed of a complete printing office, embracing material for both newspaper and job work, including in the latter a very large supply of letter for cards, circulars, programmes, posters, &c., extending through metal and wood letter, with borders, cuts, flourishes, rules, &c., the latter of which, to wit: the jobbing material, was worth \$1,000; and the newspaper office, including 1,000 pounds of long primer type, 400 pounds of minion, with head and head letters, vignette, two-line letter for advertisements, newspaper cuts, leads, rules—advertising, dash, column, head, parallel—and furniture for office, including stands, racks, cases, tables, drawers, quoins, galleys, composing sticks and rules, two clocks, two looking-glasses, bureau, stoves, &c., and roller moulds, several sets of chases, saw, plainer, mallet, lead cutter, &c., worth in the aggregate \$2,500; that he had just received, the Friday previous to the destruction of said office, his stock of printing paper for the season, with flat cap, cap, and other paper for his newspaper and jobbing office, worth about \$1,000; that he had a large law and miscellaneous library, embracing several hun

dred volumes of choice and very valuable books, among which were from twenty-five to thirty volumes of Congressional Globes and Appendix, which he had been many years in collecting, and which he valued very highly for editorial reference, and which it would be difficult if not impossible to replace; that the whole were well worth \$1,500; that he had brought with him for the purpose of sale a large stock of school books, including among the number Town's Series of School Readers and Spellers, Lawrence's Written Arithmetic, and Lawrence's Algebra, also Watson's Mental Arithmetic, valued in all at \$500; that from the first establishment of his office he resolved to keep 500 files of his *Herald of Freedom* for preservation and future sale, when their value would be greatly enhanced, and that agreeably to such resolution said files were printed and preserved with great care by complainant; that those files embraced one volume and fourteen numbers of his said *Herald of Freedom*; that, by reason of said violence on said 21st of May aforesaid, said files of papers were broken up, rendered incomplete, and when an effort was made to gather them up not a complete file could be made out, and only a very few—five or six—could be picked up approximating a complete file, and that the balance have been used for waste paper in consequence of said files being thus damaged and rendered worthless; that the regular subscription price of such paper was two dollars a volume, but he has been repeatedly offered ten dollars a volume for them since that time, but has been unable to supply them; that he believes five dollars a volume would be a very low estimate for them in view of their great historical value; counting them at this rate for one and a quarter years, he considers the 500 files destroyed or rendered worthless to be worth \$3,126; that number fifteen, volume two, of said *Herald of Freedom*, embracing two thousand copies or thereabouts, had been worked off on the outside, and the type were set and ready to be worked off when said office was unlawfully entered and destroyed on the said 21st day of May, 1856, and that the same were wholly destroyed to the said complainant's damage of \$100; that there were deposited in said office, and in the complainant's dwelling-house contiguous thereto, the property of said complainant, ten Sharpe's rifles, worth \$25 each; also one Whitney's breech-loading rifle, worth \$25; that all of said rifles were taken away by violence or unlawfully during the violence of that period, and against the consent of said complainant, to his damage of \$275; that said office building was entered by the armed men before mentioned by violence, doors were broken open and greatly damaged, windows were broken out and destroyed, and twice the said building was set on fire, and great injury was done to the lathing and other wood-work of said building, but that the same was not wholly destroyed; that such loss was about \$250; that subsequently complainant repaired said building and plastered the same; that soon after its completion the building was taken possession of by other bodies of armed men, and was kept through a long period, to wit: probably two months, out of the possession of said complainant and to his great damage; that plastering was broken off, and in consequence of its use for storing military stores, for barracks for citizen soldiery, and for the confinement of prisoners, loss

was sustained to the amount of \$500; that in consequence of the destruction of said office on the 21st of May, 1856, several workmen who were in his employ, and under contract for services by the year or otherwise, were thrown out of employment, by which he was directly damaged by the way of paying for services which could not be rendered by reason of such violence, and board furnished such workmen, to the amount of \$500; that one horse, saddle, bridle and martingal, worth \$173, and a pair of revolvers, worth \$25, and one bowieknife, worth \$3, were taken with violence from said complainant, to the loss of the complainant of their value, to wit, \$201, on or about the 14th of May, 1856, while on his way to Lawrence from Kansas City, by armed men, who assaulted him while in company with Colonel Gaius Jenkins, since deceased, growing wholly out of the disturbance before mentioned; that the type destroyed or thrown in the river on the 21st of May aforesaid, from the *Herald of Freedom* office, was gathered up at considerable expense by defendant, to the amount of probably one ton; that many of these type were assorted and distributed in cases for future use, costing probably \$200 for such services, when Captain Bickerton, of the free-State forces, entered said office and took said type and cast them into cannon balls and bullets to be used in the conflict of those times, by which complainant was again damaged \$200; that very many things, including notes, files of letters and valuable papers, title deeds, &c., were destroyed, of which no note can be taken; that among the papers and files destroyed were the bills of paper, type, material, fixtures, &c., in and about said *Herald of Freedom* printing office at the time of its destruction, and that hence it is impossible to furnish such evidence of the worth of such articles as were destroyed; that all of those articles were the more valuable because of the great difficulty and extreme risk of importing them to the Territory at that early period in our history; that on most of the goods, wares, &c., in and about said office the freight charges alone from St. Louis to Lawrence was over three dollars a hundred pounds, without counting the cost of commissions, insurance, &c.; that resulting from the losses of said property above described, and for the want of their value to enable him to carry on his business as vigorously again as he would with such means at his disposal, he has been further damaged to the amount of \$2,247; making his entire loss growing out of the said difficulties between the said 1st of November, 1855, and the said 1st day of December, 1856, amount to \$17,228. Complainant further states that the contents of said printing office above described was wholly destroyed, broken to pieces, or carried away; the presses and imposing stone were broken in pieces, the type were scattered in the streets or thrown in the river, as was the case with the roller moulds; the cases and furniture were broken in pieces; the bundles of paper were broken open and scattered in the street, cut up with knives or punctured with bayonets; the ink was spilled upon the ground; the books were stripped of their covers, torn in pieces, trampled on the floor and in the street, and carried away, a large number of which were punctured with bayonets, and borne by a mercenary soldiery at the tops of their guns over their heads as trophies of war; maps were carried away and destroyed, as was the case with

the guns; wherefore said complainant prays that such facts and allegations may be inquired into, and such indemnity awarded as the facts may justify and justice demands.

G. W. BROWN. .

Subscribed and sworn to before me this 25th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of George W. Brown.

DOUGLAS COUNTY, ss :

Albert Whitcomb, being duly sworn, saith : I reside in Lawrence ; have resided here and have been in the employ of George W. Brown, the petitioner, ever since December, 1855 ; I am a practical printer by profession, and foreman of the jobbing office of the *Herald of Freedom* establishment, in Lawrence aforesaid. As early as said December, 1855, petitioner was publishing in Lawrence a weekly newspaper, the *Herald of Freedom*, and continued such publication regularly until the destruction of the office of said paper, and the types, materials, presses, &c., thereunto belonging, on the 21st of May, 1856; from my long connexion with the office I well know the character and extent of the equipments, furniture, fixtures, and appurtenances generally of said office previous to said 21st May, 1856.

In the office were the following presses, property, and materials, as near as I can now recollect without going into particular details :

One No. 4 small cylinder power printing press, Taylor's patent, worth in Lawrence, including freight and transportation, three thousand dollars.

One No. 6 Washington printing press, with Taylor's patent inking apparatus, worth in Lawrence, including the freight, &c., five hundred and seventy-nine dollars.

One foolscap jobbing press, worth here two hundred dollars.

One large marble imposing stone, 7 by 2½ feet, 2½ inches thick, mounted on frame, with drawers, seven hundred pounds weight, worth one hundred and fifty or two hundred dollars. It was the best stone I ever saw. The risk of breakage and insurance gave it here more value than its actual cost and expenses.

The presses and stone were in good order, nearly or quite new, and requisite for the business of the office.

Of printing materials generally, there were in the office a very large assortment of all kinds, consisting of plain and ornamental letter, large wood type for posters, borders, cuts, flourishes, rules, and everything necessary for a complete jobbing office for a large city. These materials belonging to and connected with the *jobbing department* of the establishment probably cost, and were well worth here at the time of their destruction, a thousand dollars or more.

Belonging to the newspaper department were one thousand pounds of long primer, worth, at the foundery in New York, thirty-eight

cents per pound; four hundred pounds of minion, worth forty-six cents per pound; a large assortment of head and advertising letter, cuts, ornamental type, dashes, leads, composing sticks, furniture, chases, galleys, and all the appurtenances necessary for publishing a large-sized weekly newspaper. The materials, fixtures, cases, stands, racks, drawers, type, &c., belonging to the newspaper department of the establishment (exclusive of the jobbing office or presses) were well worth, in May aforesaid, at least the sum of two thousand five hundred dollars. I include in this, which is a low estimate, the bureau, two clocks, looking-glasses, mallets, footsticks, and other matters pertaining to that department.

Petitioner had on said day, (21st May, 1856,) lying on the levee, recently landed from the steamer *Lizzie*, a steam-engine, boiler, and fixtures, intended for running the said power-press. It was only landed there on the Friday before said 21st of May. That engine, boiler, &c., were worth five hundred and fifty dollars. They were part and parcel of the printing establishment. They were injured by the mob hereinafter mentioned, and by the destruction of the printing press were rendered unserviceable and virtually useless. They have never been used. Brown had to purchase and now has in operation other machinery. I regard the same as a total loss, counting the loss of use of the same and the extra expense and cost that he was put to.

There had just arrived a large stock of printing paper for said news establishment, size 24 by 36 inches. Do not know the exact number of reams. There was a barrel of printing ink, some flat cap, and other paper and stock on hand, worth, in the aggregate, about one thousand dollars. The whole supply of printing paper for the summer season had just arrived from St. Louis, on said steamer *Lizzie*.

Mr. Brown had in his editorial office a large library of miscellaneous books of all kinds, numbering some five hundred volumes or more, which had been accumulated by him during a number of years as an editor, and a good law library of probably one hundred and fifty or two hundred volumes. He practiced law, and his law library was regarded as a valuable one. His miscellaneous and law books in his library cases, &c., were worth probably twelve hundred or fifteen hundred dollars.

He also had on hand, for sale, a large stock of school books, in boxes, the particulars and value of which I cannot state. There were two boxes, about three feet square and two feet deep, filled with these books. Others were scattered around on the furniture and in the house. This stock of books so held for sale I judge from the bulk, number of volumes, &c., apparent, were doubtless worth from three hundred to five hundred dollars.

Mr. Brown also had in his office some five hundred regular and succinct files of the *Herald of Freedom* for the past year, worth then two dollars per file; would now sell for a great deal more.

One side of the paper had been worked off for the week including said 21st of May, and the type had been set up for the inside of the paper. At least one hundred dollars worth of work had been laid

out and expended in preparing for that week's issue, including the cost of the paper.

There were in the office a quantity of Sharpe's rifles—I remember six distinctly, (there may have been more,)—and one Whitney's breech-loading rifle; all in said office on said 21st of May, 1856, and worth not less than twenty-five dollars each.

And deponent further saith that on the 21st day of May, 1856, the said property of the said G. W. Brown was wholly taken or destroyed by a body of armed men led into Lawrence under command of a gentleman who claimed to act as sheriff of Douglas county, and under his direction stolen, taken away or destroyed, as set forth in the annexed deposition relating to the destruction of the newspaper and jobbing materials of said Brown, which was prepared, signed, and executed by deponent on the 16th November, 1857, for the purpose of being presented to General Strickler, then commissioner of claims. Deponent then testified to the best of his knowledge and belief as to the actual value of the presses, type, and materials for printing, and verily believes that the same were then worth ten thousand dollars, as stated in said deposition. Deponent further saith that the facts set forth in said deposition touching the mode, manner, and extent of destruction of said property are true.

Deponent further saith that during the whole summer of 1856 said Brown was a prisoner, held on a charge of treason for articles and sentiments published in such *Herald of Freedom*, and which caused or was the alleged cause of the destruction of such newspaper establishment. Deponent further saith that by the destruction of said printing establishment said Brown was put to great expense in supporting and maintainiug his hands, who were thus thrown out of work and left dependent upon him for support. The board and maintenance thus devolved upon said Brown from the time of the destruction of said office until the paper was revived was probably an average of five dollars per week each on five hands employed, viz: myself and wife, Miss Gleason, Mr. Green, and Mr. Fowler, all of whom were connected with said newspaper and printing establishment, binding, writing, &c. From said 21st May till 1st November, 1856, there were an average of three out of the said five hands so dependent upon and boarded at said Brown's expense, under the general and prior existing contract—about 20 weeks, at \$15 per week, amounting to \$300. Mr. Brown also paid me for my time so lost on account of the destruction of said printing establishment \$6 per week for said 20 weeks, amounting to \$120, all of which was a direct and absolute loss to said Brown, resulting from the taking or destruction of said printing materials.

In addition to the facts set forth above, and also in the said deposition hereto annexed, deponent further saith: On said 21st May, 1856, the printing office building of said Brown, where said type, materials, &c., were destroyed, was set on fire one or more times by said armed men, and greatly injured. The doors were broken in by them, several of the window-sash destroyed, lathing burned off, &c. I think the damage done by them to the building was probably three hundred dollars to five hundred dollars. The building was subsequently taken,

used, and injured by the free-State troops quartered in Lawrence, and by them used as barracks. Probably three hundred dollars or five hundred dollars would cover all the damage to the building by both parties.

A. WHITCOMB.

Sworn to before me this 25th day of April, 1859.

EDW'D HOOGLAND,
Commissioner.

DOUGLAS COUNTY, ss:

William Hutchinson, of Lawrence, being duly sworn, saith: I have resided here in Lawrence ever since the spring of 1855; know George W. Brown. I am acquainted with the printing business, being a practical printer and editor. I was in Lawrence on the 21st day of May, 1856, and saw the course pursued by the posse led into the city by Sheriff Jones, a full detail of which I have given in the case of Sharon W. Eldridge, describing the destruction of the Free-State Hotel—(case No. 101)—to which I respectfully refer as part of this deposition. I knew the printing establishment of Mr. Brown; have looked over the items mentioned in his petition; know that he had the several presses and the relative proportions of type, printing materials, books, and furniture mentioned therein. Before seeing such petition I had made out an estimate of the value and items of such printing establishment from my own recollection, including the presses, and know that the cost of the same in New York or Cincinnati could not have been less than eight thousand dollars or ten thousand dollars. I merely speak of such particular items and proportions of type as I could distinctly recollect. Of course I could not and did not include any of his files or library; merely included the printing office proper.

I saw Mr. Jones detach one or two companies to go to the Herald office, and then saw those men employed for more than an hour in running from said office to the river with cases of type, which they threw into the river at the foot of New Hampshire street. I know that said armed men entirely destroyed said printing office, destroyed the type and materials, broke up all the presses and machinery, destroyed his books, &c.

On reaching the office said company raised a red flag on the building as their first act; the flag was blood-red, with a white star in the middle. The same flag was subsequently captured at Easton, and brought into Lawrence in the month of September following, and trailed in the dust in Lawrence in front of the Herald office just as a load of new type, materials, &c., for reviving the Herald of Freedom, drove up to the door of the Herald building. I saw the Jones mob carrying off books from the Herald office; the printing paper was torn, punched, scattered, and destroyed. I met one company of the said posse, seventy or eighty in number, returning from the city that afternoon; met them near the Unitarian church in Lawrence. Every man had

a book on the end of his gun, his bayonet being run through the volume, and the book elevated aloft as a symbol of their literary taste and a trophy of war.

The mob, towards the close of their acts, finding there were too many type to carry all to the river, threw the remainder of the type, &c., out of the windows. Subsequently some of those type were gathered up and assorted again and placed in the office. I, as one of the central committee of the free-State party, authorized and empowered Captain Bickerton, of the free-State artillery, to seize and collect said type and type metal wherever the same could be found, and run the same into six-pounder cannon balls for use of the free-State army. Captain Bickerton did so seize and take probably near a ton of type metal belonging to said Brown and convert it to the use of the army. This was after a portion of the material had been gathered out of the river, and picked up in a pied condition from the street, and assorted in the office. It became a matter of necessity to supply the free-State forces with ammunition in August aforesaid. Supplies were cut off by the pro-slavery forces; Lawrence was beleaguered, and the free-State men were assembled in arms and aroused to vengeance for self-protection and to expel the hordes of invading Missourians who were then ravaging the country about Lawrence. The order was repeated to Captain Bickerton several different times. Mr. Brown had probably expended in gathering up, assorting, and distributing said type so seized (none of the fonts were complete) in the neighborhood of two hundred dollars. Mr. Brown had two large book-cases filled with law and miscellaneous books, probably in all six or seven hundred volumes, may be more, and were worth, I should judge twelve hundred or fifteen hundred dollars; they were mostly large and valuable volumes.

WM. HUTCHINSON.

Sworn to before me April 25, 1859.

EDWARD HOOGLAND,
Commissioner.

DOUGLAS COUNTY, ss :

Shalon W. Eldridge, being duly sworn, saith : I reside in Lawrence. Knew Mr. Brown, the petitioner, in 1856. In May of that year I hired to him a horse, saddle, bridle, and martingal, to go from Kansas City to Lawrence; a state of war then prevailed in Kansas. Brown started from Kansas City at 2 o'clock at night, accompanied by Gaius Jenkins. When near Magee's they were both captured by the pro-slavery forces, held as prisoners, their horses and accoutrements taken from them, and said Jenkins and Brown held as prisoners on a charge of treason some four months. Neither Brown nor Jenkins ever recovered their horses or property. Mr. Brown subsequently paid me one hundred and seventy-three dollars, as the price and value of the horse, saddle, bridle, and martingal that I had hired to him as aforesaid.

When he started Brown had two or more revolvers, worth \$10 or \$15 each, and a bowieknife. Understood, and have myself heard from Mr. Magee, one of the party who captured said Brown, that they took away said Brown's pistols and bowieknife. Do not know that any of said property was ever recovered by said Brown.

S. W. ELDRIDGE.

Sworn to before me April 25, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of George W. Brown.

DOUGLAS COUNTY, ss :

Thomas Bickerton, being duly sworn, saith : During the summer of 1856 I had charge of the artillery of the free-State army at Lawrence, as captain of the artillery company. It became a matter of necessity, in August of that year, to obtain balls for use, and according to orders and advice of General Robinson, General Lane, and others, I went several times to G. W. Brown's office and took possession of type and type metal to the amount of 1,200 or 1,500 pounds, which I cast into cannon balls at the blacksmith's shop in Lawrence, and subsequently used at the battle at Colonel Titus's house and at the battle of Hickory Point. We originally intended to use those balls at Fort Saunders in driving out the Georgians there encamped, but when we got there the garrison had left, leaving their dinner smoking hot for our use. I do not know that Mr. Brown ever received any compensation for the type metal so taken.

THOMAS BICKERTON.

Sworn to before me this 27th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of George W. Brown.

DOUGLAS COUNTY, ss :

Anderson H. Mallory, sworn, saith : That he is acquainted with the petitioner, George W. Brown ; that he was a citizen of the Territory of Kansas in the years 1855 and 1856, and is now. In the year 1856 affiant was quartermaster for the free-State army at Lawrence. About the month of July of that year the office building of the Herald of Freedom was taken possession of for quarters for the troops, the presses and materials of the office having been previously destroyed by an armed body of men. Mr. Brown was, at the time of taking possession of his building, under arrest and retained as a prisoner near Lecompton. The building was used as quarters for soldiers from the time of taking possession of it until the month of

October, 1856. The building is a large stone building, situated on Winthrop street, three stories in height; at the time it was taken possession of it was in good order, and was the finest quarters in Lawrence. During the time it was so occupied it was much injured; the windows badly broken; doors and the plastering very much injured; and the building generally very much damaged and abused. I should say that the damage to the building was from \$300 to \$500. There was a large lot of printing type, which had been rescued from the mass at the time of the destruction of the materials of the office in May preceding, in the office at the time it was taken possession of; these were used and cast into cannon balls; they were all destroyed. Affiant was well acquainted with the printing office of the petitioner prior to the destruction of 21st May, 1856. I am myself well acquainted with the value of such establishments, having formerly been engaged in the same business in the east; and from my personal knowledge I should say that the property destroyed on that occasion was worth, and would cost in this city at that time, about \$12,000.

A. H. MALLORY.

Sworn to before me April 25, 1859.

EDWARD HOOGLAND,
Commissioner.

DOUGLAS COUNTY, *ss* :

William Soulé sworn: I now reside on Coal creek, about seven miles southeast from Lawrence; am acquainted with petitioner. I am a printer by trade, and worked for Mr. Brown in the Herald of Freedom office, in Lawrence, from December, 1854, till March, 1855. I know that there were in his office aforesaid type, materials, presses, furniture, and equipments of all kinds that might be necessary for publishing a daily newspaper and doing all the job work of a large office. There were four compositors kept at work all the time, and sometimes five, with a pressman. I worked press and folded. Mr. Brown made it a point to save, from week to week, at least five hundred copies of every edition for files; they were uniformly put up in bundles. The second number of the Herald of Freedom was dated the 6th of January, 1855. His library was not opened out while I was in his employ; he had a number of boxes of books, but I do not know their contents. I know that one of the presses had a patent inking apparatus. I assisted in laying and distributing a number of fonts of different kinds of type, but a large proportion of the material was not opened till after I left. I was in the office repeatedly after I quit work there, and before 21st May, 1856, when the office was destroyed. During such calls I noticed, from time to time, that the stock of materials, &c., had greatly increased.

WM. SOULÉ.

Sworn to before me this 26th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

TERRITORY OF KANSAS, *Lawrence City, ss :*

I, David H. Weir, a notary public, duly commissioned and sworn, do certify that on the 16th day of November, in the year 1857, at my office, in Lawrence, personally came Albert Whitcomb, of Lawrence, aforesaid, of lawful age, who, being duly sworn according to law, deposeth and saith : That he was a compositor in the Herald of Freedom office, the property of G. W. Brown, on the 21st day of May, in the year 1856, and for nearly six months next preceding the said 21st of May ; that at that time the office was in excellent working order, and embraced one large mammoth hand-press, with Taylor's inking apparatus; one small jobbing press, and in front of the office was one of Taylor's patent No. 4 printing machines ; also a large amount of wood and jobbing type, and an unusually large amount of newspaper type, to which were added furniture, stands, racks, chases, clocks, looking-glasses, rules, bureau, imposing stone, library, including a large stock of miscellaneous books, a stock of printing paper and material, book accounts, notes, and other papers ; also roller moulds, chases, mallet, planer, saw, &c.; the office was unlawfully entered by an armed mob on the said 21st day of May, 1856, and the presses were broken in pieces, the type were scattered in the streets or thrown in the river, the cases and furniture were broken up, the bundles of paper were torn open and scattered in the streets, or cut up with knives, or punctured with bayonets ; the ink was spilled upon the ground, the books were stripped of their covers, or torn in pieces, trampled on the floor, or carried away ; maps were carried off, as was a valuable gun; the marble imposing stone was broken in pieces, the roller moulds were thrown in the river, and the office building was set on fire, but finally extinguished, by a party of men led to Lawrence by J. B. Donaldson, United States marshal, and which men were subsequently unlawfully turned over by said Donaldson to S. J. Jones, who, in defiance of law, marched upon the said property of the said G. W. Brown, destroying and injuring it, as described above, to his, the said Brown's, great loss and damage, amounting, in the aggregate, probably to ten thousand dollars.

A. WHITCOMB.

Sworn and subscribed before me the day and year above written, as witness my hand and official seal.

[L. S.]

D. H. WEIR,
Notary Public, Douglas County.

In the matter of the petition of George W. Brown.

DOUGLAS COUNTY, *ss :*

Charles Robinson, being duly sworn, saith : Am acquainted with George W. Brown ; he has been a citizen of Kansas ever since the fall of 1854, and is now, as during that period he has been a resident of Lawrence ; I know that he brought to the Territory and established

here at that time a newspaper and job printing establishment, known as the Herald of Freedom office; he commenced the paper that fall, and continued the publication until May, 1856, when all the type, presses, material and appurtenances of the office were wholly destroyed, as related by the foregoing witnesses, as I have always been informed and verily believe; I know that prior to the destruction of the office Mr. Brown retained a great quantity of files of his paper from week to week, for the purpose of supplying the demand for back numbers and back volumes; he took great pains to keep them in regular and large bundles, properly assorted, packed, and arranged; the paper had been published about a year and a half when destroyed, and during the time of its publication important and interesting events had occurred in Kansas which attracted and excited the attention of the people of the whole Union; the interest excited by the Kansas struggle had given a peculiar and almost incalculable value to regular files of Kansas papers, and the Herald of Freedom, as the pioneer newspaper, was sought for by the people of Kansas and the societies, associations, and population of the eastern States with extraordinary avidity, and gave to the files not only ready sale, but a much greater value than the subscription price; the labor, care, and risk of keeping files, and the comparative worthlessness of broken files, caused regular files to have a ready demand; I have frequently heard the estimation and value of such files canvassed and mentioned in the eastern States, and the loss of the 500 files of the Herald of Freedom, said to have been destroyed by the said forces on the 21st of May, was, and yet is, regarded by scientific men and historians as a great calamity and public loss; such files, from the beginning of the Herald of Freedom's publication to the present time, would be worth a great deal more than the mere subscription price from year to year, and the volume or volumes for the first year or year and a quarter would now readily sell for a large price; I offered \$10 for such a file, and could not get one at that price; I think such files for the year and a quarter would have been worth and readily sold for \$5 a file, had there been 500 copies in existence; the Herald of Freedom was the only free-State paper that was published regularly up to said 21st of May, 1856, and therefore became the principal medium of Kansas history for the period embraced.

C. ROBINSON.

Sworn to before me this 27th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

DOUGLAS COUNTY, ss:

Josiah Miller, being duly sworn, saith: I am acquainted with George W. Brown, and was acquainted with the circumstances attending the establishment and destruction of the Herald of Freedom, as well as with the importance and general interest excited everywhere throughout the Union by Kansas events during the period embraced

from the fall of 1854 until May, 1856; and from my general knowledge of the facts and of the anxiety manifested by the public, I believe that the complete file of any regularly published Kansas newspaper during that period was well worth \$5; and if Mr. Brown had the number of files mentioned, some 500, so as to supply the demand, they would doubtless find regular and ready sale at that or a greater price; I would cheerfully give now \$10 for a complete file of the period mentioned, prior to May, 1856.

JOSIAH MILLER.

Sworn to before me this 27th of April, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of George W. Brown.

Petitioner claims for printing office and other items taken or destroyed :

Items.	Amount claimed.	Allowed by proof.
One No. 6 Taylor's Washington press.....	\$579	\$579 00
One power-press, large, second-hand.....	3,000	2,000 00
Engine and boiler, one-half.....	550	275 00
Jobbing press.....	200	200 00
Imposing stone.....	200	150 00
Jobbing material.....	1,000	3,000 00
Newspaper material and type.....	2,500	
Stock of paper, ink, &c.....	1,000	1,000 00
Law and miscellaneous library.....	1,350	1,000 00
Two boxes of school books.....	500	400 00
500 files Herald of Freedom.....	2,500	1,250 00
Edition of paper one half worked off.....	100	100 00
Eleven rifles, (seven proven)	275	175 00
Damage to building, &c.....	500	400 00
Specific expenses, wages, &c.....	500	Nothing.
Horse and accoutrements.....	201	201 00
Damages by seizure of assorted type.....	200	200 00
Freights, &c.....	2,277
	17,432	10,930 00
Interest on same, 2½ years, at 6 per cent.....		1,639 50
Total award.....		12,569 50

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

In the matter of the petition of George W. Brown.

JULY 9, 1859.

Examination of William A. Phillips, called as a witness by Judge McKay.

WYANDOTT COUNTY, ss:

William A. Phillips, being duly sworn, saith: I reside in Lawrence, and am a journalist and lawyer by profession; have resided in Kansas about four years last past.

Question. State what you know in relation to the destruction of G. W. Brown's printing office, and the amount of loss sustained by him thereby.

Answer. During the summer of 1856, in June or July, I forget the date, Mr. G. W. Brown, while a prisoner at Lecompton, sent for me and asked me to go and examine his printing office; that his foreman, or employé—a Mr. Green, I think—would show me over the office. He stated to me that his losses by the destruction of his press and material there amounted to, I think, twelve thousand dollars; and he wished me to examine the office and make a written statement, which he wished to send to the States with my signature. In compliance with his request, in company with Green, or the person specified, I went through the building that had been used for his office, and had all the articles in it pointed out to me and statements made to me by said Green, or the person mentioned, as to the amount of material in the office when destroyed. I examined the material then in the office, the fragments of material destroyed, and made such an estimate as I could best make as to its value myself. I could not find any evidence of losses having been sustained to the extent as stated to me. I have been a publisher for several years in Illinois; have been in the habit of purchasing material in St. Louis, and made my estimates from prices there, adding what I supposed to be freightage between St. Louis and Lawrence. So far as any articles there submitted to me, or so far as any statement was made to me in connexion with the matter in regard to the losses sustained, I could see no evidence of loss that I would be or was willing to estimate at more than \$1,600. There might have been other articles not fully mentioned or shown to me, but, so far as I could see or ascertain, the amount named would cover the loss. As a printer, I would have been loth to give that amount. I made no written statement of losses. Mr. Brown was absent, and a prisoner at Lecompton. I merely made my estimate from the statements made by the person sent with me, from an examination of the cases and chases, and the information communicated as to how much there had been. I think there was some suggestion made in regard to a library, but I could not estimate that.

Question. Do you know what were the items estimated by you, and what articles were taken into consideration as being lost or destroyed?

Answer. I now cannot specifically mention the items. I made an estimate as then shown to me.

Question. Did you include in that estimate one or more presses; and if so, how many, and what kind?

Answer. I cannot at this lapse of time be specific as to all the items, but there was one or more presses included.

Question. Did you know, previous to that time, the number, character, and value of the press or presses belonging to the establishment?

Answer. I had never made any estimate prior to that time.

Question. Had you previously been in and about the office frequently when in operation, and noticed the contents of the office and the number and kind of presses belonging thereto?

Answer. I had only been in the office a few times, and never attempted to estimate its value prior to that time.

Question. Do you know how many presses belonged to the establishment, and what kind of presses they were?

Answer. With the exception of what I have stated to you, I am unable to give a more specific answer.

Question. What kind of a press or presses did you take into consideration and estimate as having been destroyed?

Answer. I have already stated that I do not now specifically remember the exact kind or number of the presses, and only now specifically remember the result of my estimate.

Question. Did the person with you specify a Washington hand-press; and if so, whose make, what number, and the value thereof?

Answer. As I have already stated, I would not like, at this lapse of time, to be more specific as to the details than I have been.

Question. On having your attention drawn to the point, can you remember whether a large power-press was taken into the estimate as having been so destroyed, or whether you had ever seen or known of such a press having been about the establishment?

Answer. So far as I remember I do not think that any power-press was in operation in the office prior to that time; it occurs to me that some portions of an old power-press were then shown to me.

Question. Had you ever seen that power-press before, so as to enable you to form a judgment as to what kind, size and value of a press that was, of whose make, and for what kind of printing it was specially applicable?

Answer. I have a vague recollection of several things, but cannot at the present time charge my memory with anything specifically in relation thereto, further than that from all I can remember it is my impression that it was not a power-press of very great value.

Question. Had you ever seen or examined it, that such impression exists on your mind?

Answer. My impressions were formed, as far as I remember, from what was then shown to me and the statements in relation to it.

Question. Were you informed as to the size, make, character and value of such press, whose make it was; and if an old press, how long it had been in use?

Answer. I cannot at this date specifically answer those questions.

Question. Can you state the original cost of such a power-press?

Answer. I should not at the present time feel safe in making such an estimate, so as to have it at this lapse of time correct.

Question. Did you make a memorandum of all that was shown to you, and *all the statements* made upon which you came to your conclusion?

Answer. I have not now in my possession any written memorandum of such statement; I took some pencil notes at the time, but have not got them in my possession now, that I remember.

Voluntary. I based my estimate at the time upon the amount it might take to supply or replace the material injured or destroyed, and remedy the damage done.

Question. In such estimate did you regard any press as a total loss?

Answer. So far as I remember, I believe I did, but cannot state specifically after the lapse of four years.

Question. So far as you remember, how many presses, and what kind, and what amount did you so estimate?

Answer. I cannot give the specific details of the estimate at this date.

Question. Do you remember having ever seen in the printing office a jobbing press, (smaller than the specified Washington;) and if so, what was its size and value?

Answer. I must again repeat, being under oath, that I cannot give any further specific details—do not feel warranted in giving any further specific details.

Question. Do you know whether the person who accompanied you for the purpose of showing you the condition of the office and explaining what had been lost or destroyed performed that duty fully, and took sufficient pains, time, and labor to impress you with the conviction that he fully understood the purpose and object of your visit, and felt a proper interest in performing the service?

Answer. The individual referred to was, as I understood, an employé of Mr. Brown, and was the person referred to by him who he said would show me the office, and who accordingly did so, and I made as careful an examination as I could of all he showed me.

Question. Do you know whether he showed you all and specified all to which Mr. Brown had directed him to call your attention?

Answer. Mr. Brown had stated his losses at \$12,000; he desired me to give him a written statement over my signature to that effect, and referred me to this individual, who would exhibit to me the evidence of such losses.

Question. In such conversation did Mr. Brown specify to you what his losses were?

Answer. He made no more specific statements in relation to them than what I have mentioned; he might have entered into more specific details, but I cannot now recall that he did.

Question. Did you take any memorandum, at the time, of the items upon which Mr. Brown claimed said \$12,000?

Answer. I took no memorandum at the time Mr. Brown made his statement to me; he was then under guard at Lecompton.

Question. Do you know whether Mr. Brown had then been to his

said office subsequent to the 21st of May, 1856, so as to acquaint himself personally with the character and extent of said losses?

Answer. I do not know.

Question. Do you know what amount of books or papers you took into your estimate, if any?

Answer. I cannot say specifically.

Question. Do you remember whether you took into your estimate a horse that he had lost?

Answer. I will not be certain, but I think not.

Question. Do you remember whether you took into your estimate a steam-engine and boiler, or either?

Answer. The estimate made was based upon what was shown to me, the particulars of which I cannot now recollect.

Question. Do you remember anything about an engine or boiler being so shown to you?

Answer. I will not be positive; cannot specify any items.

Question. When fonts of type are broken up, by portions of the same being missing or injured, are not such fonts considered as worthless, except as old type metal?

Answer. When broken up, so as to remove the sorts, they are only worth type metal.

Question. Do you again repeat, in regard to the amount and value of the different kinds of type estimated, that you cannot now specify the precise quantities of long primer, bourgeoisie, brevier, nonpareil, and fancy types taken into such account?

Answer. I again repeat that I cannot, at this lapse of time, feel warranted in making a specific statement of the items.

Question. Have you any means of knowing definitely the amount and character of the claim of said G. W. Brown presented to this board of commissioners?

Answer. I have not seen any of the official proceedings that have transpired before this body in relation to this case; all the knowledge that I have ever had in relation to it has been founded upon hearsay, and such as I could predicate no testimony upon.

Question. Is the extract herewith shown to you substantially a copy of a communication or letter published by you in the Leavenworth Times?

(William A. Phillips, in a statement published in the Times, speaks as follows in regard to the awards made by the claim board of commissioners: "As for its merits, let me say that I have had in the past four years a good opportunity for *knowing*, and, so far as I *know*, the majority of the claims allowed are about ten times what they ought to have been. Again, while Congress ought to pay all legitimate claims accruing under its misgovernment, there is no reason why we should cheat Uncle Sam, even though others do. Further, the people of the Territory have all been common sufferers. Some have lost more than others, but the people of the Territory do not owe these claimants the amount of *even their real losses*. It was not caused by them, it is no fault of theirs, they cannot be asked to pay it in equity.")

Answer. I decline answering the question, on the ground that the board have not the power to question me in regard to my private affairs.

Question. Do you know of any fraud involved in this claim of George W. Brown?

Answer. I have already stated that I have not in my possession the official record and proceedings in this case.

Here the examination was suspended for the day. Mr. Phillips agreed to come in next morning and complete the testimony. He alleged illness and necessary absence as an excuse. The examination is unfinished.

EDW'D HOOGLAND,
Commissioner.

AUGUST 26, 1859.

HERALD OF FREEDOM OFFICE,
Lawrence, Kansas, April 4, 1860.

DEAR SIRS: I had the pleasure last night, for the first time, to read the evidence of William A. Phillips, taken before the commissioner, relative to my claim. As I have never had an opportunity to rebut that evidence, nor show its one-sided character, you will do me a favor by placing on file among the papers this my hasty statement, made out as Mr. Adams is about to leave on a visit to Congress, as an agent of the Territory of Kansas, in behalf of those claims.

Mr. Phillips stated that he visited the Herald of Freedom office, *agreeably to my request*, in company with my foreman, James H. Green, to ascertain the value of the office. Though not material, yet he is entirely mistaken in this statement, as I never had any interview with him on that or any other subject during the period he referred to.

I have an original letter, in James H. Green's own handwriting, before me, dated "Lawrence, May 24, 1856," from which I make the following *verbatim* extract:

"I have made out and given to Searl, who is getting bills for Pomeroy, the bill of your losses. I made it \$27,800—counting in steam press, 300 vols. law books, damage to building by fire, cannonading, &c., &c. It is not too high a figure. I would not have made it out until I saw you, if it were not that Pomeroy wants to get the matter before Congress immediately."

The above extract shows *when* the estimated value of the office was made out which was in May instead of June or July, as Mr. Phillips states. The office was destroyed on the 21st of May, only three days before Green's letter was written, in which he states that the appraisement had been made. I was a prisoner at Leecompton, and Mr. Phillips nor no other free-State man was permitted, up to that time, to visit me.

If Mr. Phillips did visit the office, as he represents, he could have had no means of ascertaining the extent of my loss, for Mr. Green, even, knew nothing of the value of stock, material, &c., and he was as liable to make an error as was Mr. Phillips. He placed the loss at \$27,800, taking into account, no doubt, resulting damages. Mr.

Green was and is absent from the Territory, else I would have furnished the commissioners his statement.

When I saw Mr. Phillips's statement going the rounds of the press last summer, I replied to it through the Herald of Freedom, of July 30, 1859, as follows :

“OUR SIDE OF THE STORY.—On the 21st of May, 1856, the Herald of Freedom office was entered by an armed mob of pro-slavery men, professing to be acting under process of law, who destroyed one small cylinder mammoth-size Taylor's printing machine, the cost of which, in New York, was \$2,250, and which was but slightly injured by previous service, and which cost to get it to Kansas from \$500 to \$700; also one entirely new No. 6 Taylor's Washington press, with patent inking apparatus, costing in Kansas, as we can show by bills in our possession, \$579; also one cap jobbing press, one imposing stone and frame, an unusually large amount of jobbing type, including expensive fonts of border, flourishes, numberless cuts, &c., some 1,400 pounds of news and advertising type, besides roller moulds, chases, column rules, and, in short, the entire paraphernalia of an extensive printing office, the estimated cost of which, *before* leaving Pennsylvania, in 1854, as may be seen in the New York Tribune of that season, and in the Boston newspapers, was \$8,000. The office was selected and made complete, with an expectation of doing the territorial printing, and was more expensive than the office we are now using, which cost upwards of \$8,000.

“Besides the loss of the printing office proper, our entire stock of material for the season arrived on the steamer Lizzie the Friday previous to its destruction. This was all lost.

“Then we brought out with us a large stock of school and miscellaneous books for sale—costing about \$800. These were either entirely lost or rendered valueless.

“Our library, embracing many choice and very valuable publications, also complete bound files of the Congressional Globe and Appendix for some twelve or fourteen years, were destroyed.

“To these losses were added a large number of other items, including a horse, saddle, bridle, a pair of revolvers, bowieknife, injury to building in setting it on fire, &c., making in the aggregate for the whole loss about \$13,000. To this we added the item of damages, and, before the commissioners, claimed for the whole some \$17,000. They allowed us in the vicinity of \$12,500, that being the amount fully established by evidence. Instead of assessing the damages in the manner we claimed, they allowed six per cent. per annum on the value of the property proved to have been destroyed, from the date of its destruction to the rendition of the award.

“Without referring to the evidence, or the character of it, which we might say was made up by men who were acquainted with all the facts, and whose statements can be relied upon anywhere, we take pleasure in saying that immediately after the destruction of the office we saw a statement of our loss going the rounds of the republican papers, *and copied, probably, by every one of them*, in which it was put down at \$30,000.

“This statement did not originate with us, for, up to that time and

long after, we were prohibited from holding communication with the *outer world*, being a prisoner at Lecompton, under the strictest surveillance.

“ Without our knowledge or consent, either expressed or implied, a petition was presented by others to Congress, a majority of which was republican, asking remuneration for our losses. This was referred to a committee, who examined the matter, and we are assured that, after hearing such evidence as our friends saw fit to present, *without advisement with us*, a bill was reported, and passed through two of its readings, and would have finally passed but for want of time, appropriating *eleven thousand dollars from the federal treasury* to remunerate us.

“ After making all the political capital possible in 1856, representing our losses as so very great; representations, too, made by republican correspondents, and circulated far and wide by republican journals, sworn to by republicans before congressional committees, and allowed by a republican Congress, the *Emporia News* leads off in an attack upon us, and says our losses did not exceed \$1,400. The *Lawrence Republican*, with its characteristic meanness, and the remnants of those three broken presses in full view from its office window, the cost of which, in New York, as its specimen book would have shown, was \$2,729, maliciously alleges the loss did not exceed sixteen hundred dollars.

“ Mr. Cummings, of the *Topeka Tribune*, who was a typo in the office in the spring of 1855, prior to the arrival of the power-press, steam-engine, &c., ignorant of the amount of stock destroyed, the value of the library, the stock of school and miscellaneous books, estimates it at \$5,000. William A. Phillips, ‘the Brougham-like Scotchman,’ without knowing anything about the cost of the material, or the amount of it, only as he saw the remnants of the office *after* its destruction, swears before the commissioners of claims, as we are informed, that he thought the loss about \$1,600, though *he* admitted that he did not go to the bottom of the river to see what amount of type and material was thrown in there. In his testimony, however, he incidentally introduced the important evidence that Mr. Green, who was foreman at the time of the destruction of the office, and had been for a long time previous, claimed that we estimated the value of the property destroyed at \$12,000.

“ The Republican claims that we have been paid for our losses by the charitable in the east, and that we had no *legal* claim for reimbursement from Congress or the Territory in consequence. The facts are these:

“ Mrs. Brown, through the advisement of friends, travelled with an agent, who was employed at an expense of \$3 a day, and presented the facts that we were then imprisoned for opinion’s sake; that we had contracted a debt in Cincinnati of \$800, which was secured by a mortgage on property in Pennsylvania, then overdue; that that property must be sacrificed unless the funds to redeem it were forthcoming; that that debt was contracted in the prosecution of our Kansas enterprise; that our means of obtaining money was thus cut off, and that as the debt was contracted to advance the cause of freedom, without

any hope of personal profit, it was but just that the true friends of the cause should contribute of their means to liquidate that debt, and aid us, on our release from prison, to start our journal again, which all deemed so important to the cause. That call was generously responded to, and \$2,780 were donated. A large amount of this fund was consumed in defraying travelling and incidental expenses for Mrs. Brown and Mr. St. Clair, and in efforts before Judge McLane, in Ohio, and Judge Curtis, in Massachusetts, for a writ of *habeas corpus* for all the treason prisoners, seven in number, who were alike joined in the petition asking for release. After defraying these expenses, and discharging the debt in Cincinnati, a little less than \$800 was left us to commence business with. The \$500 donation from Major C. W. Hunter, of Alton, part of the \$2,780, was used towards purchasing a press and type, and the balance was used for paper. Besides this, a new debt of \$712 was contracted in Cincinnati for material which we have but recently been able to liquidate.

“Several of those who have made donations of \$50 and \$100 have been reimbursed by us, and when our means will justify we expect to liquidate the last dollar. If our friends give us funds to enable us to establish ourself in business; and if by energy, industry, and economy, we succeed in business again, and though we should finally become a millionaire, we are just as much entitled to remuneration from government, and that government would display equal meanness with Mr. Thacher should it refuse for such causes to make remuneration. Had we prosecuted those who destroyed our property, and recovered a judgment therefor against the party doing the damage, then we would have no just claim upon government, as a principle prevails in law that one satisfaction liquidates the demand. Mr. Elliott, we understand, has prosecuted the parties who destroyed his office, but we have not, because we were satisfied of the *impossibility* of collecting the debt from them, as most of the parties were wholly irresponsible.”

All of which statements I believe to be substantially true.

I find an article in the semi-weekly New York Tribune, of June 6, 1856, third page, second column, from some Kansas correspondent, from which I extract the following :

“The Herald of Freedom office was the best appointed office west of St. Louis, and its destruction involves a loss of at least \$6,000. But this is only a part of the loss of Mr. Brown. The marauders entered his private office, destroyed his library, valued at \$1,000, scattered his private papers, and ended by setting the building on fire, though the flames were extinguished. They also destroyed a large stock of printing paper, &c., that had been received only a day or two before. Altogether his loss amounts to \$12,000 or \$15,000.”

Mr. Phillips was the regular correspondent of the New York Tribune during the period mentioned; so I conclude, since reading his testimony before the committee, that *he* was not the author of the letter. Let him be who he may, he arrived at his conclusions without advisement or consultation with me.

G. W. BROWN.

Messrs. HOOGLAND, KINGMAN, and ADAMS,
Commissioners for the Auditing of Claims.

TERRITORY OF KANSAS, *Douglas County, ss:*

Before me, the subscriber, a notary public in and for said county, personally came G. W. Brown, who, being duly sworn according to law, deposeth and saith: That the statements made in the above and foregoing letter, and chiefly from his newspaper, are true, as he verily believes. Witness my hand and notarial seal, at Lawrence, this 4th day of April, 1860.

[L. s.]

S. C. RUSSELL, *Notary Public,*
Douglas County, Kansas Territory.

No. 214.

ACCOUNT FOR LOSSES AND DAMAGES OF GEORGE W. HUNT.

TERRITORY OF KANSAS, *Douglas County, ss:*

To the commissioners appointed to audit and certify claims under the provision of an act to provide for the adjustment and payment of claims, approved February 7, 1859, to audit and certify all claims for the loss of property taken or destroyed, and damages resulting therefrom, during the disorder that prevailed from November 1, 1855, to December 1, 1856:

Petitioner states that on the 21st of May, 1856, and for some time previous thereto, he was an actual resident citizen of Douglas county and Territory of Kansas aforesaid, and still is an actual resident citizen of said Territory, and was on the 21st of May, 1856, the actual owner and in the peaceable possession of the property set forth in the schedule marked A, and made a part of this petition. This property was totally destroyed at the time that Governor Robinson's house was burnt, having been at the time in his house.

GEORGE W. HUNT.

Sworn to before me April 27, 1859.

SAM'L A. KINGMAN,
Commissioner.

A.

Lawrence, Kansas, April 27, 1859.

1 dozen collars	-	-	-	-	-	\$12 00
4 pairs of shoes, at \$2 per pair	-	-	-	-	-	8 00
1 piece of cotton cloth, 32 yards, at 15 cents per yard	-	-	-	-	-	4 80
1 silk dress	-	-	-	-	-	20 00
4 delaine dresses, at \$3 each	-	-	-	-	-	12 00
1 thibet dress	-	-	-	-	-	6 00
1 white dress, Swiss muslin	-	-	-	-	-	10 00

In the matter of the petition of George W. Hunt.

Charles Robinson, being duly sworn, says: I am acquainted with the petitioner, and have been since and before he came to the Territory of Kansas. Mr. Hunt, on or about the 21st May, 1856, was making his home at my house, and kept his clothing and nearly if not all his personal effects at my house. I cannot specify every article mentioned in the petition, but, as nearly as I can judge, the list is correct to the best of my recollection. To the best of my knowledge and belief this property, belonging to Mr. Hunt, was at my house when it was burned on the 21st of May, 1856, and destroyed, with my property, by fire or stolen. Mr. Hunt never has, as far as I know, received any compensation for the above-stated losses.

C. ROBINSON.

Sworn to and subscribed before me this 27th day of April, 1859.

SAMUEL A. KINGMAN,

Commissioner.

Joel Grover, being duly sworn, says: I am acquainted with petitioner, and have been since October, 1854. I know that Mr. Hunt was making his home at Governor Robinson's house, and had his personal effects there, when it was burned on the night of the 21st May, 1856. The list of his own things in the petition is correct. I suppose the list of things belonging to his daughter, and in the house, as mentioned in the petition, is correct. The property that belonged to Mr. Hunt and his daughter that I know of, and was in the house, was destroyed or carried away. I don't know of Mr. Hunt ever receiving any compensation for his losses.

JOEL GROVER.

Sworn to and subscribed before me this 27th day of April, 1859.

SAMUEL A. KINGMAN,

*Commissioner.**In the matter of the petition of George W. Hunt.*

The petitioner claims in this case for loss of property and clothing of self and minor daughter	- - - -	\$541 50
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There is sufficient proof that the wearing apparel of the the petitioner and daughter was taken or destroyed at the time Governor Robinson's house was burned, on the 21st May, 1859, but there is little proof as to values.		
The best the board can do is to award the sum of	-	350 00

SAMUEL A. KINGMAN.
EDWARD HOOGLAND.
HENRY J. ADAMS.

JULY 1, 1859.

No. 215.

ACCOUNT FOR LOSSES AND DAMAGES.

TERRITORY OF KANSAS, *Douglas County* :

To the commissioners appointed to audit and certify claims under the provisions of "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859 :

Joel Grover, complainant, states : That on the 29th day of November, 1855, and for some time previous thereto, he was an actual resident citizen of Douglas county and Territory of Kansas aforesaid, and still is an actual resident citizen of said Territory, and was on the 29th of November, A. D. 1855, actual owner and in the peaceable enjoyment of the following property, to wit :

Five hundred bushels of corn, taken for the Wakarusa war of November, 1855, at \$1 per bushel, \$500; one single buggy, destroyed at the burning of Dr. Robinson's house, on the 21st of May, 1856, worth \$150; one Sharpe's rifle, burned in his (Dr. R.'s) house, 21st of May, 1856, \$40; one double-barrelled shot-gun, one revolver, both taken from Dr. Robinson's house, and were taken by the command under I. B. Donaldson, United States marshal.

Petitioner further states that the property above specified was wholly lost to him as aforesaid, and was of the value specified, item by item; and he has never received any compensation for the same, or any part thereof, from any source whatever.

Said corn was cribbed up on my place or claim, about two and a half miles southwest from Lawrence, in November, 1855, and was taken away during my absence. I came home after three or four days' absence, and found my corn gone. I measured the corn when I put it in crib; there were 500 bushels of husked corn in the crib; it was all taken away during my absence. I ascertained that the corn had been taken by the military forces assembled in arms in Lawrence for the defence of the city. This was during the Wakarusa war, and the corn was taken for the support and maintenance of the horses in use on that occasion; the corn was taken without my consent. The buggy mentioned I had loaned to Dr. Robinson in May, 1856; it was so near the building, when that and the stable were burned, it was then and there destroyed by fire; the buggy cost \$160; had been used but little, and was worth \$150 when destroyed. The corn was worth \$1 per bushel. The Sharpe's rifle I had loaned to Alfred Robinson, brother of Dr. Charles Robinson, and it was in the building when Robinson's house was sacked; I paid \$30 for the Sharpe's rifle.

The shot-gun I carried there myself for the purpose of protecting the house. I stayed there several times over night, by request. That gun was worth forty dollars. It was taken, together with my revolver, worth sixteen dollars, when said house was sacked and burned.

JOEL GROVER.

Sworn to before me this 27th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

DOUGLAS COUNTY, ss :

George W. Hunt, of the city of Lawrence, being duly sworn, saith: I am acquainted with petitioner; knew him in 1856. He is a citizen of the Territory of Kansas, and has been such ever since the fall of 1854; I was at his claim, near Lawrence, in the fall of 1855, when he had a quantity of corn in crib on his premises. It was built of rails; a large crib; would hold several hundred bushels; do not know how many bushels there were, probably three hundred or four hundred bushels. That corn was all taken and brought to Lawrence and used for the subsistence of the horses used in the defence of Lawrence during the Wakarusa war, in November and December, 1855. I know it was taken and used for that purpose, for I had charge of the corn after it was brought to Lawrence. I was acting as commissary for the troops assembled for the defence of Lawrence, numbering about eight hundred men. The town contained that or a greater number of troops or defenders fourteen or fifteen days. About one-third of them were supplied with horses that had to be fed during that period. The assemblage of that force was a necessary act on the part of the people of Lawrence and the surrounding country, to defend the lives and property of the people of Kansas against the threatened attacks of a force of eight hundred to one thousand two hundred men, principally gathered from the State of Missouri, from political motives, and who sought to expel and drive out from Kansas all men from northern States who would not co-operate in the establishment and enforcement of slavery and slave laws in Kansas Territory. Anson H. Mallory, our quartermaster, ordered the corn of Mr. Grover to be taken. The opposing forces were then foraging and subsisting upon the settlers of Douglas county, seizing and destroying property, and the settlers collected together at Lawrence for mutual defence and protection. I saw Robinson's house burned, and next day saw the remains of Grover's buggy, mentioned in his petition, which had also been destroyed by the same fire. Nothing remained of it but the irons, on the 22d of May, 1856. The buggy was worth one hundred and twenty-five dollars to one hundred and fifty dollars. Do not know anything about the gun, rifle, or pistol.

GEORGE W. HUNT.

Sworn to before me this 27th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

DOUGLAS COUNTY, ss :

Charles Robinson, being duly sworn, saith: That he is acquainted with Joel Grover, above named, and is personally familiar with the facts above set forth. Deponent knows that circumstances rendered necessary the taking of the corn of Mr. Grover, amounting to four hundred or five hundred bushels. The besieging force was a large one, and extraordinary efforts had been made at the time mentioned, known as the Wakarusa war, from November 27 till December 11,

1855, to collect a large body of men for the defence of Lawrence, and drive the invading forces from the field. A sanguinary conflict was daily anticipated for a number of days, and military organization was perfected by the people of Lawrence and their friends from the surrounding country. Martial law and the ordinary usages of war virtually prevailed in Lawrence and throughout the surrounding country. Both forces had to be subsisted from the country, and supplies were obtained wherever possible, without reference to the existing and acknowledged rights of individuals. Private property was necessarily taken for public uses. Private wrongs had to be endured for the public benefit. The forces assembled in Lawrence were finally acknowledged by Governor Shannon as being assembled for a proper and legitimate object, and the invaders dispersed, although they were brought to Lawrence under the semblance of territorial and governmental authority. Governor Shannon appointed me and James H. Lane major generals, commanding the Kansas volunteers assembled for the defence of Lawrence, and in support of such troops Grover's corn was taken. I borrowed a buggy, worth one hundred and fifty dollars, from Mr. Grover, which, I understood, was burned up when my house was destroyed by fire. I was then a prisoner at Westport, Missouri, as a free-State man. The buggy was worth one hundred and fifty dollars.

At my request Grover brought to my house fire-arms for its defence and the defence of my family. I do not know the particulars of the alleged taking, or value of the arms so taken or destroyed.

C. ROBINSON.

Sworn to before me this 27th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Joel Grover.

Petitioner claims for 500 bushels of corn, taken by the Lawrence troops in the Wakarusa war, at \$1 per bushel	- \$500 00
One buggy, burned at the destruction of Robinson's house, May, 1856	- 150 00
One shot-gun	- 40 00
One rifle	- 30 00
One revolver	- 16 00
Total	736 00

The proof shows the taking of corn, 300 or 400 bushels, say 350 bushels, at \$1 per bushel - \$350 00
Also the destruction of the other property, one buggy, (\$125 to \$150,) allow - 137 50

The fire-arms are probably proven. The prices above charged are about average prices.

Allow for shot-gun, \$40; Sharpe's rifle, \$30; revolver, \$16	-	\$86	00
Total	-	573	50
Add interest, 2½ years, at 6 per cent.	-	85	95
Total award	-	659	45

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

No. 216.

To the honorable board of commissioners for the auditing and certifying of claims, appointed under an act of the territorial legislature, entitled "An act to provide for the adjustment and payment of claims," approved February 7, 1859.

Your petitioner, Francis A. Bailey, respectfully represents: That he had property taken or destroyed and sustained certain damages during the disorder that prevailed in this Territory from November 1, 1855, to December 1, 1856, and that he is a citizen of Kansas Territory, and was a citizen of said Territory at the time of the losses sustained as aforesaid.

Your petitioner represents that on the 21st day of May, A. D. 1856, in the city of Lawrence and county of Douglas, his clothing, &c., to the amount of one hundred and ten dollars, was taken or destroyed, at the Johnson House, where he then lodged.

And your petitioner further represents that at some time during the month of September, 1856, his cabin, on his claim, about six miles northwest of the city of Lawrence, and in the county of Douglas, was broken open, and goods to the amount of fifty dollars were taken or destroyed therefrom.

And your petitioner represents that the schedule hereunto annexed and made a part of this petition gives a true and accurate list of the property taken or destroyed during the disorder as aforesaid.

And your petitioner represents that he has never been reimbursed, either in whole or in part, for the damage sustained as aforesaid; and he therefore prays that your honorable board will audit and certify his claim for the loss and damage so sustained.

Schedule referred to in the foregoing petition, viz:

Taken at Johnson House.

One trunk of clothing	-	-	-	-	\$95	00
Valise and travelling sack	-	-	-	-	5	00
Books	-	-	-	-	10	00
					110	00

Taken at claim. •

Bedding and household articles	-	-	-	-	\$25 00
Books, &c.	-	-	-	-	25 00
					50 00
					50 00

FRANCIS A. BAILEY.

Sworn to before me April 27, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Charles W. Smith, being duly sworn, deposes and says: That he is well acquainted with F. A. Bailey, and has resided on a claim near the said F. A. Bailey, in Douglas county, for the past four years, until within a year ago this date; that he was in the habit of visiting Mr. Bailey's house, about the 1st of September, once a week, and passed his house every day except Sundays; that he, Mr. Bailey, had in his house, on the 4th of September, 1856, three blankets, two worth \$5 each, one worth \$4—total, \$14; one bed-tick, \$2; ammunition, powder and shot, \$2; door broken, \$2 50; trunk containing 25 to 30 volumes, worth from 50 cents to \$2 each—all worth \$25; clothing and under-clothing, worth \$5. All which were taken by robbery on the 4th of September, 1856, and carried away, except the door, which was destroyed. The stove in the house was broken and damaged to the amount of \$4 to \$5.

CHARLES W. SMITH.

Sworn to before me and subscribed in my presence June 1, 1859.

CALEB S. PRATT,
Clerk Probate Court, D. C. K. T.

In the matter of the petition of Francis A. Bailey.

TESTIMONY.

Paul R. Brooks, being sworn, says: That he is acquainted with the petitioner, Francis A. Bailey; that he is a citizen of the Territory of Kansas, and has been since 1854. In May, 1856, we were boarding at the same house, occupied the same room, had our clothes in the same press in the Johnson House, in Lawrence. On the 21st May, 1856, the house was sacked and the clothes of petitioner were taken, as well as mine and others. I don't remember all his clothing; one nice coat, some vests and pants, and a quantity in his trunk, worth in the vi-

cinity of \$100, probably more. A valise and carpet-sack were also carried off. I can't tell how much it was worth; more than \$5, I think.

PAUL R. BROOKS.

Sworn to before me April 27, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Francis A. Bailey.

The petitioner claims in this case for loss of clothing, &c., in May, 1856	-	-	-	-	-	\$110 00
In September, 1856	-	-	-	-	-	50 00
						<u>160 00</u>
The item of \$10 for books lost in May is not proven; the residue of the claim is proven and awarded	-	-	-	-	-	150 00
Add interest, 2½ years, at 6 per cent.	-	-	-	-	-	22 50
						<u>172 50</u>
Total award	-	-	-	-	-	<u>172 50</u>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 23, 1859.

No. 217.

ACCOUNT FOR LOSSES AND DAMAGES.

TERRITORY OF KANSAS, *Douglas County, ss :*

To the commissioners appointed to audit and certify claims under the provisions of "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859, "to audit and certify all claims for the loss of property taken or destroyed, and damages resulting therefrom, during the disorder that prevailed from November 1, 1855, to December 1, 1856 : "

William S. Wells, complainant, states : That on the 1st day of August, A. D. 1856, and for some time previous thereto, he was an actual resident citizen of Douglas county and Territory aforesaid, and still is an actual resident citizen of said Territory, and was, on the 1st day of August, A. D. 1856, the actual owner and in the peaceable enjoyment of the following property, to wit :

A double log house composed of two log cabins, about 14 by 16 feet, of the value of	-	-	-	\$200 00
Also a field of corn, of four acres, worth about \$80 per acre, in all	-	-	-	320 00
Also, garden vegetables, potatoes, &c.	-	-	-	25 00
				<hr/>
				545 00
				<hr/>

And that about the last of August, 1856, a company of ragamuffins, under command of General Lane, came and destroyed said field of corn, worth three hundred and twenty dollars, and took and destroyed said garden vegetables, worth twenty-five dollars; and that on or about the 20th day of September, 1856, some persons, to your petitioner unknown, came and set fire to and burned said double log cabin, the property of petitioner.

Petitioner states that he has never received any remuneration for the same. He further states that the matters and facts set forth in the above petition are true in substance and in fact.

W. S. WELLS.

Sworn to before me April 27, 1859.

SAM'L A. KINGMAN,
Commissioner.

DOUGLAS COUNTY, *ss*:

Thomas Breeze, being duly sworn, saith: I now reside at Hickory Point, Douglas county, Kansas Territory. In the year 1856 I resided about two and a half miles north of where I now live. I know Mr. Wells; he now resides at Willow Springs. In 1856 he resided on the section where I do now—section 20, township 14, range 20; he came there to reside in 1856, namely, on the 28th day of May; he did not own the claim where the corn mentioned in the petition was raised; he bought that corn after it was planted and cultivated; there were about four acres second crop land corn; he had a prairie claim about two miles from this corn; he is a man of family; on that prairie claim he erected a cabin in 1857; when he bought the claim there was already a claim cabin or shanty on it; I helped raise the first cabin in the spring of 1856; it was a hewed log cabin, about fourteen feet square—a good one-story house, a clapboard roof, or shakes nailed on; hewed puncheon floor; one door; don't think it had any full window; had a six-light sash in a board door, well put together and hung; it was not chinked or daubed, merely clapboards tacked on to do the summer season; it had a stone chimney, not quite run out at the top; think it would have cost one hundred and fifty dollars to get it there and put up such a house; think that was the value of it; I know that house was burned down before petitioner could move into it; do not know who by; it was burned in the fall of 1856; the burning was considered attributable to the free-State men; this burning took place a few days after General Reed's attack on Franklin

and attempt on Lawrence; two or three other houses, in the immediate neighborhood of Mr. Wells's, were burned the same night; Mr. King's house was burned; he and Wells and William McKinney and myself were the only pro-slavery men who lived in the neighborhood, or were left about there at that time; the burning was believed to be a continuation of the retaliatory policy instigated by the war; that corn was good; would average about forty bushels to the acre; think corn was then worth two dollars per bushel; the corn was taken by the people; do not know who by; anybody who wanted it; they went with wagons and took it away; Mr. Wells had been driven away from the neighborhood by the free-State men; his life was in danger; during his absence his corn was taken and destroyed.

THOMAS BREEZE.

Sworn to before me this 27th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of William S. Wells.

DOUGLAS COUNTY, ss:

William McKinney, sworn, says: He is acquainted with the petitioner, William S. Wells; he is a citizen of Kansas Territory, and has been since the spring of 1856; he resided that year, and does now, at Willow Springs, in this county; in 1856 Mr. Wells was the owner of about four acres of corn and a garden of vegetables, potatoes, &c., which he purchased after the corn was planted; about the latter part of August of that year the corn and garden were entirely destroyed by an armed party of men under the command of General James H. Lane, as I have been informed; I was told by one man that he himself had taken part of the corn; it was a good crop of corn; it was in the bottom in timbered land; there were from forty to fifty bushels per acre; it was the second crop on the land; corn was worth that year one dollar and fifty cents per bushel; the garden, I could not say what it was worth, but suppose it may have been worth twenty-five dollars.

Mr. Wells had a house on his claim, built of hewed logs, covered with clapboards, with a stone chimney not quite finished; it was a very nice, neat, and well-built house; I do not particularly recollect the kind of floor; I am satisfied that such a house could not be built for less than from one hundred and fifty to two hundred dollars; some time after the destruction of the crop the house was burned down by some persons unknown, but was undoubtedly done by some of the armed bands of men then prowling about the country.

WILLIAM MCKINNEY.

Sworn to and subscribed before me this 27th day of May, 1859.
In witness whereof, I have hereunto set my hand and notarial seal.

[L. S.]

CHARLES P. TWISS,
Notary Public.

In the matter of the petition of William S. Wells.

The petitioner claims for house burned	-	-	-	\$200 00
Four acres of corn	-	-	-	320 00
Garden vegetables, potatoes, &c	-	-	-	25 00
				<u>545 00</u>
The proof authorizes the board to award—				
For the cabin burned	-	-	-	150 00
For four acres of corn, at 40 bushels to the acre, at \$1, less 10 cents for harvesting	-	-	-	144 00
Garden and vegetables	-	-	-	25 00
				<u>319 00</u>
Interest on same for 2½ years, at 6 per cent.	-	-	-	47 85
				<u>47 85</u>
Total award	-	-	-	<u>366 85</u>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 23, 1859.

No. 218.

To the board of commissioners to audit and certify claims for loss of property between November 1, 1855, and December 1, 1856:

The petitioner, Charles Blakely, being duly sworn, states: That he is a citizen of the Territory of Kansas, and was at the time of the loss of property hereinafter detailed.

That on the 24th day of June, 1856, he was the owner of a sorrel horse, worth eighty-five dollars, (\$85;) that he believes he was stolen by the desperadoes of the Territory on their way to the Topeka convention; that he had him in his possession in the evening, and on the following morning he was gone, and for him he never received any consideration.

CHARLES BLAKELY.

Sworn to this 22d day of April, A. D. 1859, before me.

S. M. GLOVER,
Notary Public.

TERRITORY OF KANSAS, *County of Doniphan, to wit:*

R. H. Fitch and H. K. Stout, of Iowa Point and county aforesaid, being duly sworn, say: That it was generally reported, and they believe the report to be true, that Charles Blakely had the above-described horse stolen from him about the time above mentioned.

R. H. FITCHE.
H. K. STOUT.

Sworn to this 22d of April, 1859, before me.

S. M. GLOVER,
Notary Public.

No. 219.

In the matter of the petition of Benjamin Johnson.

COUNTY OF DOUGLAS, *ss:*

Benjamin Johnson, the above-named petitioner, being duly sworn according to law, deposes and says: That he presented a statement of his actual losses incurred during the difficulties of 1855-'56 to H. J. Strickler, late commissioner for auditing claims, appointed under the act of 1857, which statement was correct and true, according to the best of the knowledge and belief of this deponent. This deponent would further represent that he has never recovered any of the property lost as alleged and set forth in the statement so presented to said late commissioner, nor has he received compensation therefor from any source. This deponent would therefore respectfully ask the honorable the board of commissioners appointed under an act to provide for the adjustment and payment of claims, approved February 7, 1859, to receive the proofs, papers, and testimony so presented to the late commissioner, and upon which he made his award in his favor, as his petition and testimony under the present law. This deponent is a citizen of Kansas, and lives in Lawrence, and has been such citizen ever since the fall of 1854. He has never received any compensation or indemnity for his said losses from any source whatsoever.

B. JOHNSON.

Sworn to before me this 28th day of April, 1859.

EDW'D HOOGLAND,
Commissioner.

Petition of Benjamin Johnson, under act of the legislative assembly, and act supplemental thereto, passed and approved the 23d of February, 1857, providing for the auditing and certifying all claims for damages in consequence of and growing out of the difficulties in Kansas Territory.

The petition respectfully sheweth to this commissioner that the petitioner herein is a citizen of Kansas Territory; that he came into said Territory in the ——— of 185—, and has resided in the town of Lawrence, Douglas county, since that period; that he was in May, 1856, and had been for some time prior thereto, a householder, and resided in his dwelling, on Vermont street, in the said town of Lawrence; that on the 21st day of May, 1856, the said dwelling of this petitioner was broken into and plundered of everything valuable therein that could be carried away; that the persons concerned in, and who broke into and plundered the property of this petitioner, were, as this petitioner is informed and believes, a company or posse, first under the command and direction of Israel B. Donaldson, United States marshal, and afterwards, and before the said dwelling was broken into and the property therein carried away, placed under the command and direction of one Samuel J. Jones; that the said Jones had no legal process for the petitioner herein, or for a search in his said dwelling, but that the posse under him wantonly ransacked, plundered, and carried away property, consisting of wearing apparel, bed clothing, and other articles, of great value to this petitioner, which he cannot at this time specifically set forth.

The petitioner further says that the articles, property, and goods that were taken were of great value, to wit, of the value of nine hundred and sixteen dollars.

The petitioner further says that the said company or posse, after plundering trunks, wardrobes, closets, and bed-rooms, wantonly broke and destroyed furniture and looking-glasses, to the great damage of this petitioner, to wit, of one hundred and fifty dollars; that afterwards, to wit, on the day and year aforesaid, the said company or posse wantonly and maliciously set fire to the dwelling-house aforesaid of this petitioner, and great damage was done thereto, to wit, the damage of three hundred dollars.

This petitioner further says that he has received no compensation, either in whole or in part, for the losses and damages sustained as aforesaid; that such losses and damages were in consequence of and grew out of the political troubles in this Territory.

Wherefore this petitioner asks this commissioner to allow the damages herein set forth, and assess the same at thirteen hundred and sixty-six dollars.

Benjamin Johnson, being duly sworn, deposes and says: That he is the claimant named in the above petition, and that the facts therein stated are true of his own knowledge, except as to those matters stated on information and belief; and as to those matters, he believes them to be true.

B. JOHNSON.

Subscribed and sworn to before me this 9th day of December, A. D. 1857.

[L. s.]

E. D. LADD,
Justice of the Peace.

Schedule of property lost by Benjamin Johnson during the difficulties in Kansas, and in consequence of and growing out of such difficulties.

Two land warrants, \$175 each.....	\$350 00
Two coats.....	35 00
One set of furs.....	18 00
Pants and shirts.....	50 00
Children's clothes.....	50 00
One silk shawl.....	35 00
Two dresses (silk).....	40 00
One satin dress.....	48 00
One Sharpe's rifle.....	30 00
One double-barrelled shot-gun.....	25 00
Two revolvers.....	50 00
Beds and bedding.....	185 00
Damage to furniture.....	150 00
Damage to house (burning).....	300 00
	<hr/>
	1,316 00
	<hr/> <hr/>

Depositions in support of the claim of Benjamin Johnson for damages done him during the difficulties in this Territory.

William Henry, of lawful age, being duly sworn, deposes and says: That in the month of May, 1856, he was boarding with Benjamin Johnson, the petitioner herein; that the said petitioner lived in the town of Lawrence, Kansas, on Vermont street; that on the 21st day of May, year aforesaid, a large company of men, under the command of Samuel J. Jones, broke into, with force and arms, the dwelling of this petitioner, and then and there plundered and ransacked the said dwelling-house, and stole and carried away every article that could be conveniently carried, and what articles could not be so taken away were destroyed or damaged, and so much as to be entirely worthless. The articles consisted of land warrants, money drafts, and clothing of every description. The articles this deponent is not able to particularly state, but they were of great value. That deponent further says that on the 21st day of May, 1856, the said company or posse, under the command of Samuel J. Jones, after having entered by force and arms the said dwelling of this petitioner, and after stealing and plundering every portable article therein, then and there broke down doors, smashed windows, broke and destroyed mirrors, and

chairs, and bedsteads, to the great damage of this petitioner. This deponent says that the damage done on the day aforesaid, and by the posse of men aforesaid, to the property of the said petitioner, was thirteen hundred dollars. This deponent further says that on the 21st day of May, year aforesaid, the said posse of men, under the direction and command of one Samuel J. Jones, set on fire the dwelling of this petitioner, and did great damage to this petitioner. This deponent believes and deposes that the whole damage done this petitioner was thirteen or fourteen hundred dollars. Further this deponent saith not.

WILLIAM HENRY.

Sworn to and subscribed before me this 9th day of December, 1859.
E. D. LADD, *J. P.*

Witness in support of the claim of Benjamin Johnson.

TERRITORY OF KANSAS, *County of Douglas, ss:*

James Christian, of lawful age, being duly sworn, deposes and saith: That I am well acquainted with Benjamin Johnson, who has made and signed the above complaint; he is a resident of Douglas county, Kansas Territory. I was in the city of Lawrence, in this county, on the 21st day of May, A. D. 1856, during the entire day, and saw most of the proceedings. A large company of men entered the town on that day under the command of Samuel J. Jones, sheriff of Douglas county. I saw several of the men that came in break open the doors and windows of several houses in the town, as the most of the inhabitants had run off to the hills as soon as the men entered the town. Sometime in the afternoon, or about sundown, Benjamin Johnson came to me and asked me to go over and see his house; I went and found the front door open, and one of the front windows broken; the house was very much in disorder; every box, trunk, cupboard, and corner, was broken open, and their contents scattered all over the floor; bed and bedding was lying on the floor in great disorder; whether any article was taken from the trunks or house I am unable to say; I do know that the men were in the house, but do not know that they took anything; I saw several of the men as they left town have bundles under their arms, but whose property it was I know not. Further this deponent saith not.

JAMES CHRISTIAN.

Sworn to before me this 28th day of April, 1859.

EDWARD HOOGLAND,

Commissioner.

In the matter of the petition of Benjamin Johnson.

DOUGLAS COUNTY, ss :

Paul R. Brooks, of the city of Lawrence, being duly sworn, saith : I am acquainted with petitioner, and boarded with him at his stone dwelling house (now forming the south division of the Johnson house) on Vermont street, in the month of May, 1856. He commenced keeping boarding house there in May, 1855, and I boarded with him until the 5th day of June, 1856. It was a two-story house, with eight rooms or nine rooms. The house was well furnished with substantial furniture—tables, chairs, bureaus, carpets on four rooms, six bedsteads and bedding in the house, crockery, cutlery, mirrors, and other household utensils. On the 21st day of May, 1856, he had and accommodated ten or twelve boarders. The family of Mr. Johnson were supplied with trunks of clothing, wearing apparel, &c. I was in the city of Lawrence on the 21st of May, and saw the posse enter the town, burn buildings, and sack and plunder stores and dwelling houses. I saw a party or company of the Jones's posse enter Mr. Johnson's house. I was not in the house. When the attack commenced on the Free State hotel, I accompanied Mr. Johnson across the ravine to a distance of a third or quarter of a mile from his house, where I found he had already placed his wife and family for temporary safety, he and I supposing, from all surrounding circumstances and threats, that the invading posse intended to burn and destroy all the buildings of the town. On the west side of the ravine mentioned I found assembled nearly all the women and children belonging in the city, who had fled thither from the marauders. I remained there a short time, and then came over to the vicinity of Johnson's house, where I saw a number of the posse go into Johnson's house. I did not go in. The attacking force retired from the town about 6 p. m. About dusk I returned to the house with Mr. Johnson and others. The house was not then in the same condition as when we left it. The windows were broken ; both front windows and the front door. The beds were torn to pieces, bedsteads broken, and I think some of the beds or bedding taken away. Cannot remember the particulars. Most of those things had been tumbled around on the floor. The drawers of the bureaus had been ransacked, and most of the things taken away, consisting of shirts and under clothes, &c. I had seen the drawers full of such articles, and on our return most of those things were gone. Do not know and cannot estimate the value of what clothing, goods, &c., were taken away. One or two trunks belonging to Mr. Johnson were broken open, and part of their contents taken away. Every trunk in the house, sixteen in number, belonging to Mr. Johnson and the boarders, was broken open and pillaged, the principal articles of value taken away, and the rest scattered on the floor. Think no furniture was taken away. Some books belonging to Johnson, which were usually kept on the parlor table, half a dozen or a dozen in number, were taken away. The furniture was damaged by being thrown about, and some of it broken. I do not know what amount of damage was done ; I never made any estimate

of it. Mr. Johnson continued to keep boarding house after that. Most of his boarders returned to his house next day, and were accommodated, but not as well as before. Several guns were taken from the house; two of them were Mr. Johnson's. Nearly all the family apparel, as well as the apparel of the boarders, and some provisions, were taken from the house.

PAUL R. BROOKS.

Sworn to before me this 28th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

DOUGLAS COUNTY, ss :

Benjamin Johnson, being duly sworn, saith: I am the petitioner above named; have heard the above deposition read; the general facts therein stated are true. I saw my house in possession of the body of armed men mentioned. I removed my family, as mentioned, for personal safety. After the departure of the posse, I returned to my house, and found it had been plundered. Almost everything that could be readily broken was destroyed; four looking-glasses, one a parlor looking-glass, and three small chamber looking-glasses, were broken. None of the beds were taken away, but probably a dozen of the pillows were taken. The furniture generally was battered and broken. Sheets, pillow cases, blankets, and coverlets were taken away; nearly all that we had were taken. We had to get new chairs, but repaired the tables and some other articles. The quantity of furniture destroyed, and the damage done to such as we had left, including the loss of bedding, &c., amounted to \$150, or more. All the wearing apparel of myself, wife, and children was taken away. There were two coats, worth \$15; one set of furs belonging to my wife, worth \$18; a lot of pants, shirts, &c., worth \$50; the children's clothes, worth \$50; one valuable black silk shawl belonging to my wife, worth \$35; two silk dresses, worth \$40; one satin dress, worth \$48; one Sharpe's rifle, worth \$30; one double-barrel shot-gun, worth \$25; two revolvers, (under my pillow,) worth \$50. I had secreted my firearms in my beds. The beds were torn apart and the guns taken. I had in my bureau drawer at that time a package of seven land warrants for 160 acres each, worth \$175 each. I found five of those warrants among the hay, straw, and rubbish on the floor on my return to my house. The other two I did not find, nor any vestige of them. I do not know the name or numbers of said two missing warrants. I had no memorandum of them, and consequently never applied to the government to issue others in lieu thereof. I brought those warrants with me from Pennsylvania when I first moved to Kansas. By the attack and plundering of my house the value of said warrants was wholly lost to me. The trunks of all my boarders were broken open and robbed.

B. JOHNSON.

Sworn to before me this 28th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Benjamin Johnson.

The petitioner claims in this case for loss of property and damage to house and furniture, bedding and clothing - \$1,316 00

The board allow, as partially sustained by the general proof, and in detail by the testimony of petitioner himself, the following, viz:

Two land warrants	-	-	-	-	-	\$350 00
Two coats	-	-	-	-	-	35 00
One set of furs	-	-	-	-	-	18 00
Pants and shirts	-	-	-	-	-	50 00
Children's clothes	-	-	-	-	-	50 00
One silk shawl	-	-	-	-	-	35 00
Two silk dresses	-	-	-	-	-	40 00
One satin dress	-	-	-	-	-	48 00
One Sharpe's rifle	-	-	-	-	-	30 00
One double-barreled shot-gun	-	-	-	-	-	25 00
Two revolvers	-	-	-	-	-	50 00
Damage to beds and bedding and furniture	-	-	-	-	-	150 00
						<u>881 00</u>
Interest on same, 2½ years, at 6 per cent.	-	-	-	-	-	132 00
Total award	.	-	-	-	-	<u>1,013 00</u>

SAMUEL A. KINGMAN.
EDW'D HOOGLAND.
HENRY J. ADAMS.

MAY 4, 1859.

No. 220.

To the commissioners appointed to audit and adjust claims under act approved February 7, 1859:

The undersigned, George W. Hutchinson, William Hutchinson, and John H. Wilder, respectfully represent: That they are citizens of Kansas Territory, residing in Lawrence, and have been such citizens resident for four years or more last; that in the spring of 1855, viz: in the month of April of that year, petitioners formed a co-partnership, and thenceforward carried on a general merchandise business in Lawrence aforesaid, under the name, style, and firm of G. W. & W. Hutchinson & Co., and as merchants bought, accumulated, and placed in their store building in Lawrence, known as the "Hutchinson block," a very large, complete, and valuable assortment of dry goods, groceries, provisions, boots and shoes, hats, caps, hardware, ploughs, farming utensils, and everything usual, necessary, or saleable in a market like Lawrence, designed to supply the wants of a numerous and new population in a new country; that during the

summer and fall of 1855, and until after the difficulties known as the Wakarusa war commenced, their general stock on hand ranged from \$18,000 to \$35,000 at any and all times, and their cash sales each day ranged from \$100 to \$400. Petitioners, from their extensive facilities, heavy stock of goods and merchandise, and large amount of capital invested, which enabled them to afford necessary facilities and accommodations to worthy settlers, had secured a large trade, and were enabled to do a flourishing and profitable business in their line, (as they aimed to supply all the wants of the country, present or prospective,) and were thus doing a large and profitable business when the difficulties and disorders known as the Wakarusa war broke out, in the month of November, 1855, as aforesaid, and which disorders continued thenceforward until peace was restored, under the administration of Governor Geary, in the winter of 1856-'57, as set forth in the preliminary historical explanation hereto annexed.

During the siege of Lawrence, when the free-State settlers gathered in by hundreds from the surrounding country to aid in the common defence, the expense of sustaining them became enormous. This was borne chiefly by a few. From the last of November, 1855, a military force was kept in readiness, as the town was liable to an attack at any hour. Throughout the winter following your petitioners were among those who sacrificed most, and when all other means were nigh exhausted and the suffering was becoming intense, their goods, provisions, clothing, &c., were made use of to sustain the forces. From December, 1855, until May following, they were deprived of goods, for which they received what was termed "protection fund scrip," at par value, to the amount of \$9,624 23.

This scrip was taken, not as payment, but as the evidence that goods of the given amount had been taken, for which your petitioners were to be indemnified when money was received for that purpose from the east. The money has never been received, consequently this scrip has proved to be wholly worthless.

Exclusive of losses on the 21st of May, 1856, your petitioners lost goods from their store, for which no scrip was taken, or any equivalent, between December, 1855, and September, 1856, such goods as the men in service most needed, including groceries, provisions, clothing, saddles and bridles, (of which \$180 worth were taken in one day,) spades, shovels, crowbars, axes, pitchforks, scythes, butcher knives, hatchets, ammunition, guns, and rifles, of which it is impossible to give the full items, but estimated in the aggregate at \$6,000.

On the 21st of May, 1856, their store building was attacked by the marshal's mob and broken open in three places; and this will be better understood by stating that they occupied as sales-rooms and store-rooms four apartments, each 24 by 50 feet, and situated upon three different floors. Damage on that day to building estimated at \$100.

Goods stolen and destroyed at the same time by a detachment of the territorial posse, under Colonel Titus, consisting of everything that a band of such greedy beings could convert to their own use or profit, such as jewelry, silks, broadcloths, hats and caps, boots and

shoes, ready-made clothing, hardware, cutlery, firearms, and ammunition, amounting to \$5,500.

Furniture and bedding destroyed in the Free State hotel at the same time, by order of Jones, \$500.

Damages sustained by army taking possession of one of the store-rooms in December, 1855, and January, 1856, lumber burned, &c., \$500.

Goods seized on the road from Kansas City, when near Franklin, in June, 1856, \$400.

One horse stolen in August following by Colonel Emery's party, when *en route* to Leavenworth, \$150; accoutrements with the same, \$25.

Recapitulation of losses.

Goods taken as proved by scrip account	-	-	-	\$9,624	23
Goods taken, not included in the above, between December, 1855, and September, 1856	-	-	-	6,000	00
Damages to store building by border ruffians, May 21, 1856	-	-	-	100	00
Goods stolen and destroyed at same time	-	-	-	5,500	00
Furniture, &c., destroyed in Free State hotel, same time	-	-	-	500	00
Goods seized on road from Kansas City, in June, 1856	-	-	-	400	00
One horse stolen in August, <i>en route</i> to Leavenworth	-	-	-	150	00
Accoutrements with the same	-	-	-	25	00
Damages by army quartering in store-room	-	-	-	600	00
				<hr/>	<hr/>
				22,799	23
Interest on above three years, at 6 per cent. per annum	-	-	-	4,110	86
				<hr/>	<hr/>
				26,910	09

The events attending the above transactions were among the most extraordinary known during the Kansas difficulties. The town was beleaguered for several weeks, and a deadly conflict seemed inevitable. Therefore the perfection and support of a military organization became essential to their own preservation. Self-preservation being the first law of nature, all ordinary considerations were lost sight of in making complete their means of defence. Your petitioners, therefore, were in a state of duress, to some extent, when these goods were used. A large body of armed men had virtually taken possession of the substance of the town. It would have been madness for any person to resist what could not be avoided, viz: the taking of such supplies as were indispensable to sustain the men and horses. These forces were recognized on the 10th of December, 1855, by Governor Shannon, as necessary to our own preservation, and he then declared them to be in the right and their invaders in the wrong. From that time our government approached a military despotism. Martial law was actually in force throughout the Territory, and especially around Lawrence were all the practices of war observed. Both parties were sub-

sisting from the country by plunder or otherwise, and the property rights of all were trampled under foot by the two armies. The above losses were therefore suffered by your petitioners solely by reason of the disorders that prevailed in the Territory, while they were lawfully pursuing their legitimate business under the guarantees of the Kansas-Nebraska act, and were not the result of voluntary contribution or founded upon contracts.

Your petitioners therefore ask that the testimony may be taken in regard thereto and the same allowed, or such portions thereof as may be considered admissible under the provisions of the act of February 7, 1859.

G. W. HUTCHINSON.
WM. HUTCHINSON.
JOHN H. WILDER.

TERRITORY OF KANSAS, *Douglas County, ss :*

George W. Hutchinson, William Hutchinson, and John H. Wilder, the above-named petitioners, being duly sworn, say : That they have read the foregoing petition and know the contents thereof, and that the same are true, except as to those matters therein stated to be upon information and belief, and as to those matters, they believe them to be true.

G. W. HUTCHINSON.
WM. HUTCHINSON.
JOHN H. WILDER.

Sworn to before me this 28th day of April, 1859.

EDW'D HOOGLAND,
Commissioner.

In the matter of the petition of G. W. & W. H. Hutchinson & Co.

DOUGLAS COUNTY, *ss :*

Charles W. Persall, being duly sworn, saith : I reside at Lawrence and have made it my home and residence here since the fall of 1854. I know the petitioners ; have known them all since the spring of 1855, when they formed a copartnership and commenced business in Lawrence, and continued the same until the month of September, 1856. They erected a large stone store building in Lawrence in the summer of 1855. I entered their employ as clerk and salesman in September, 1855, and continued as such for them until they closed up business at the time above mentioned. The building mentioned, and which was used by them for their business purposes, was fifty feet square, two stories high besides the basement. Mr. G. W. Hutchinson made the first purchases that season ; they commenced business in a building already erected before their own store was completed. When I entered their employ they were doing business in their new store ; they then had on hand a very heavy stock of goods, consisting of dry goods, cloths and cassimeres, hats and caps, boots and shoes, harness and

saddlery, hardware, furniture, agricultural implements, ploughs, iron and steel, a large assortment of notions, jewelry, fancy goods, &c., together with groceries, provisions, fish, flour, and everything usually appertaining to a general country store, designed for supplying farmers and emigrants with any and everything that their wants in a new country might render serviceable. Their stock was extensive, and they often did a wholesale business, filling orders for several hundred dollars worth at a time for interior traders and merchants as far back as St. Mary's Mission, and Fort Riley. The stock was appropriately divided off in different departments of the building, which was divided into four large rooms 50 by 25 feet; four salesmen were busily engaged most of the time, and part of the time five salesmen, doing the business. When I entered their employ they had on hand stock amounting to \$10,000 or thereabouts. During the month of October, 1855, they purchased and received in their store from the east additional stock amounting to \$30,000; these purchases were of dry goods, boots and shoes, hardware, and other goods than groceries. The groceries and provisions were purchased from time to time as the stock demanded. Their flour and bacon, and many other articles of provisions, they bought from week to week, generally at Kansas City. Teams were kept employed constantly hauling such things from Kansas City, where they were generally purchased; several orders for goods, amounting in the aggregate from \$3,000 to \$5,000, were filled and the goods received from the east during the fall, so as to keep up the general stock, besides the grocery and provision department. The daily sales for cash ran from \$100 to \$400; the heavy sales were principally provisions and groceries; they continued doing a heavy business, as indicated above, until the Wakarusa war; the town of Lawrence then became a rendezvous and resort for the population of the surrounding country; men, women, and children came to Lawrence for protection; a large hostile force had gathered during the latter part of November in the vicinity of Lawrence, threatening destruction to the city, and the expulsion from the surrounding country of all "Yankees," or northern men; that force numbered, according to the best information that I have been able to obtain, from 800 to 1,200 men; a repelling force of 500 or 600 men, besides the citizens, assembled in Lawrence for the protection of the town; nearly that number of men remained in town for defensive purposes during the whole of December, and a military organization, with patrols and sentinels at night, was kept up in Lawrence throughout December, January, and February; during which time there was on an average an assemblage of additional population of men, women, and children, who had come from their claims and homes in the vicinity for protection; this assemblage, over and above the actual population of Lawrence, properly belonging here, must have averaged, during the whole winter, from 500 to 1,000 persons, many of them had come into town in a destitute condition and were dependent upon the citizens of Lawrence and their organizations and committees for shelter and sustenance. During the time of the assembling of the hostile forces in November, 1855, and thenceforward, until about the middle or latter part of December, the roads leading to Lawrence were in possession of Missouri

and pro-slavery forces, so that it was impossible, for a number of days, to procure any supplies or provisions from Kansas City or Missouri; it was the intention and policy of the besiegers to starve out the citizens of Lawrence by cutting off their supplies, which could only be obtained from and through Missouri. There was then no road to Leavenworth, only an Indian trail, travelled by horsemen; by the assemblage of so large an addition to the population of Lawrence and the dearth of supplies, all were reduced to a community of interest; flour, meal, bacon, and provisions of all kinds became scarce after a few days from the commencement of the blockade, or the guarding of the roads; scarcity began to prevail in every house in town; the stocks of the several stores were reduced to little or nothing; the Hutchinsons had, at the beginning, the largest and principal stock of provisions in town. When it was seen that the siege was likely to be protracted and supplies prevented from arriving, they began to secrete and stow away out of sight their flour, bacon, and principal groceries; the weather that winter was extremely cold; these supplies were disposed of and dealt out with a cautious and sparing hand, but the demand was constant. It was the scarcity of provisions and the danger of starvation that finally induced the sending of two delegates from Lawrence, George P. Lowery and James M. Winchell, to the Shawnee Mission to see Governor Shannon and seek such an interview with him as would enable the citizens of Lawrence fully to explain their objects and demands before a bloody conflict should take place. Some days afterwards the governor came to Lawrence, recognized the justice of the position assumed by the citizens and dispersed the opposing forces; but terrorism prevailed throughout the winter; nobody felt at rest; scenes of violence and murder took place in different portions of the Territory. A Topeka election was held in Lawrence on the 15th of December; much excitement followed throughout the Territory, as it was generally supposed that an effort would forthwith be made to put the Topeka State government in operation, and a collision would thereby ensue between the adherents of that movement on the one hand, and the territorial authorities aided by the pro-slavery men of the Territory and of Missouri on the other. The citizens and inmates of Lawrence generally sympathised with, and approved the project of the enforcement of the Topeka State government, anxious to terminate the suspense in which the people of the Territory had been placed by the management of the general government on the slavery question; to prevent any such movement the agitation along the border counties of Missouri led to constant threats of further invasion and hostility, and as a matter of personal safety the citizens of Lawrence were obliged to maintain and protect their position by physical demonstrations of readiness for defence. This explains why the people congregated in Lawrence—this city being then the acknowledged basis of operations of the free-State men—comparative quiet existed during the month of March and continued till about the middle of April, when, by the arrival of the Buford regiment from the south, the congressional committee from Washington, and numerous emigrants from all parts of the country, excitements recommenced and continued to

prevail and increase from day to day until Sheriff Jones was shot in Lawrence and the civil war of 1856 was fully inaugurated.

The first in the account presented in the petition, I discover, is a charge for supplies and goods sold, delivered, or furnished by the Messrs. Hutchinson to the soldiers and others assembled in Lawrence during the Wakarusa war and the period affected by it, viz: from November 23d until about the middle of April, amounting in all to \$9,624 23; during the whole of the period specified, Messrs. Hutchinson uniformly received the war scrip or protection fund scrip mentioned, at par; it was received at the store for goods, provisions of all kinds, groceries, &c., at par, the same as though it were cash, and no discrimination was made on the sale of goods for scrip or cash; the committee of safety organized by the citizens of Lawrence at that period, and by whose authority that scrip was issued, consisting of Charles Robinson, James H. Lane, G. W. Deitzler, Gaius Jenkins, and others had given the Messrs. Hutchinson assurances, on behalf of the free-State men of the Territory at large, that all that scrip should and would be redeemed by the committee, dollar for dollar from the voluntary donations, subscriptions, and funds, which, from the circumstances and nature of the impending struggle, and the interest manifested throughout the northern States, they then felt assured would speedily come into their hands for the purpose of sustaining the object that the Lawrence people and their sympathisers and friends throughout the Territory were contending for.

During the time that Messrs. Hutchinson were receiving that scrip, it was a matter of necessity for them to do so, as well as of expediency; had they refused to furnish supplies on it, we were all convinced that the wants and disposition of the surrounding multitude would have resulted in the seizure of the store and the entire stock of goods; and after mature deliberation, considering the possibility of indemnity, as well as a sincere desire to spread the benefit of what remained among as many sufferers as possible, but above all to avoid the anarchy which would be likely to result from a forcible seizure of one store and the obloquy that would attend the name of the free-State men should such a condition of affairs be arrived at, the Hutchinsons concluded it best to yield to the demands of the committee of safety, put on an appearance of cordial acquiescence, and sustain the drooping spirits of the settlers by a manifestation of confidence in the movement which none could dispute or doubt.

I have given the above explanation of the scrip charge; but it is independent of, and the amount mentioned is in addition to the goods and supplies that were furnished or taken away on demand or at the command of G. W. Hunt, O. A. Bassett, A. H. Mallory, and others connected with the commissary department of the military forces; the officers frequently sent orders for guns, ammunition, groceries, flour, and supplies of all kinds, and those orders were accompanied by men, sometimes ten or twenty at a time, armed and equipped and capable of enforcing compliance; refusal would only have resulted in ill-feeling and the forcible seizure of what was required; very frequently individuals and squads of men came to the store and taking what they desired or required would disappear, supposing or pretending to sup-

pose that all would be charged to the committee of safety and by them paid for as a part of the expenses of the war ; many such orders were retained, probably two hundred, for various amounts, large and small, others were torn up ; the orders became so numerous and were at last considered of so little account that no note was made of them, and finally it became rather the settled policy of all in the store to get along with the demands with as little as possible without coming to an open rupture or destroying public confidence ; the amount of goods thus taken away amounted to some six or seven thousand dollars, as near as I could calculate, when the bill was made out and presented for certain losses to General Strickler, late commissioner of claims ; but this item was not presented to said Strickler at that time, neither was the scrip item, because it was not supposed, from his position as adjutant general of the forces opposed to Lawrence in the Wakarusa war, and for want of suitable explanations, that he would feel authorized to audit and allow the same under the provisions of the act of February 23, 1857 ; General Strickler fairly and impartially discharged his duty as commissioner on all applications made to him, so far as I have ever heard ; but circumstances of a political nature, above developed, rendered inexpedient, in 1857, explanations of surrounding circumstances from which all injunctions of secrecy or motives for suppression are now removed.

When Sheriff Jones's posse entered Lawrence on the 21st of May, 1856, the Hutchinsons closed and locked their store ; the mob broke open the store in three different places, damaging the doors and other parts of the building, breaking glasses, show cases, &c., for which the Hutchinsons paid about \$100 for repairs ; the said posse, or individuals belonging to it, then stole, took, and carried away goods from the store of said Hutchinsons, worth, as near as all the clerks and others belonging to the establishment could thereafter ascertain and recollect, about \$5,500.

A quantity of furniture and bedding and carpeting belonging to the Hutchinsons was taken away by command of the committee of safety, of which General Robinson was a member, and placed in the committee rooms of the congressional committee, in April, 1856 ; such furniture was worth \$500, and was all destroyed when the Free State hotel was burned.

In June, 1856, the Hutchinsons having ordered more goods, sent teams to Kansas City for them ; there were two teams sent ; they came back to Lawrence with empty boxes, the drivers alleging that their loads had been overhauled and rifled at Franklin, Douglas county, by a company of Georgians or pro-slavery men encamped there ; the loads had consisted principally of hardware ; such articles as the overhaulers desired they had taken out and kept ; a portion of the loading was left, such as smoothing irons, &c., in the wagons ; I do not know what was the value of those loads except from hearsay ; such articles as were received were in a damaged condition, having been out in the rain while detained at Franklin over night ; the horse charged for I knew very well ; he was a dark brown or black ; I saw Mr. Wilder start away with him when he was taken prisoner with Rev. Mr. Nute and others, in August, 1856, and robbed of his horse,

saddle, accoutrements, &c., together with some money ; the horse was worth \$150, and the saddle and accoutrements worth \$50; the building was partly taken possession of, whilst being finished with shelving and counters, in the month of December, 1855, and used as barracks by the free-State forces, who destroyed the lumber, dressed stuff for shelves, drawers, &c., and used the same for fuel ; they damaged the room and destroyed the lumber to the amount of four or five hundred dollars ; this is the actual damage to the building and materials, independent of the damage to business or detention from occupancy of the same ; the Hutchinsons, from their numerous and heavy losses above mentioned, were compelled to break off business in September, 1856, or about the close of the war ; their capital, stock, property and means were almost entirely exhausted and used up by the cause and under the circumstances mentioned ; the scrip above mentioned has never been redeemed, and is considered worthless ; they accepted and paid for scrip to the amount of \$12,000 or more, a portion of which was redeemed or purchased by others afterwards, but the above sum of \$9,000 and over is yet held by them, and unredeemed ; I do not know of their having received any compensation whatever from any source for the items and charges above specified.

CHARLES W. PERSALL.

Sworn to before me this 28th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

DOUGLAS COUNTY, *ss.*

Shalon W. Eldridge, being duly sworn, saith : That he has heard read the foregoing affidavit of Charles W. Persall, and knows some particulars in relation to the matters mentioned, having been a resident of Lawrence at the time. Deponent can and doth confirm the general statements set forth as to the condition of Lawrence and the surrounding country; the prevalence of military force over individual rights and the causes that compelled all the free-State men of the Territory to become tributary to the effects of the war.

Deponent knows that the Hutchinsons were doing a large business and had a very extensive stock of goods and provisions during the winter of 1855-'56 and the ensuing spring and summer; their store, from there having been some sort of an arrangement for selling goods on "war scrip," was generally looked upon by the forces assembled from time to time, and by the people from the surrounding country, who were driven from their claims and sought shelter and safety in Lawrence, as a sort of public relief establishment. The Hutchinsons were, from their position, as the leading merchants of the place, and the only ones having such a general assortment of supplies and necessaries as were required by the surrounding population, run upon and absolutely compelled to furnish goods, groceries, provisions, and supplies of all kinds, to a very large amount. As a matter of policy

and to keep up an appearance of confidence and good will, they continued to sell what goods they could for cash, but their stock and property gradually dwindled and was principally swept off by the numerous demands of the soldiery and the necessities of the refugee settlers, till they were completely used up; a precedent having been started under the peculiar circumstances mentioned above, they were induced to permit a continuance of the system of supplying demands thus made, because they could not resist them; knowing well the condition to which Lawrence was reduced, I can safely say that had they, by their acts, compelled a resort to physical force, a general anarchy and confiscation of necessaries, and probably of all kinds of property in Lawrence would have been the result; by their apparent confidence in the committee of safety, discipline, and comparative order were preserved throughout the free-State ranks, property was saved from plunder or waste, and general safety promoted; but for that consideration and the earnest appeals of the committee of safety, the individual losses in Lawrence and vicinity would have been much greater than they were; the policy pursued by the committee and the Hutchinsons averted a crisis which all saw would result in a general sacrifice of the mercantile interests of the town and the waste and destruction of the stocks on hand; these considerations and explanations have heretofore been kept rather secret from motives of public policy; recent changes in the political affairs of the Territory render it safe now for men to reveal facts and opinions which they were bound to smother and conceal a year or two ago.

As an illustration of the condition of Lawrence, I will cite one circumstance. On the 14th of August, 1856, or thereabouts, I was delegated to ascertain the quantity of supplies in the town; at that time all the roads leading to Lawrence were strongly blockaded by detachments of territorial militia and pro-slavery men; no supplies could be got into the town nor to the western portion of the Territory by any of the usual avenues; teams and wagons laden with provisions were everywhere seized and the same applied to the support of the marauding forces; not only hundreds of settlers and their families in the interior of the Territory, but the soldiers and citizens or people assembled in Lawrence were reduced to the lowest point of sustenance; many of them for weeks together had nothing to subsist on but green corn, squashes, watermelons, and other vegetables; hundreds had no flour, meal or meat of any kind for days and days together; sickness prevailed among those subjected to such a diet; in Lawrence a large proportion of all here assembled were reduced to those straights, and as a matter of necessity and self-preservation, when desperation or hunger afforded opportunity for a *razzia*, the surrounding country as well as the city itself had to furnish such means of sustenance as the wants of the hungry and the necessities of the sick demanded; on the day mentioned I went to every store in town and every supposed depot to ascertain what amount of flour or meal was on hand, exclusive of such limited supplies as might be in dwelling houses for temporary family use; after a thorough search and examination made for the purpose of ascertaining the condition of the town, and to calculate how long it could sustain the existing pressure, I found there were

but fourteen sacks of flour; I repeat it, only fourteen sacks of flour in the town that could have been bought for public or private use; could find no meal, bacon or beef of any consequence; stocks were exhausted.

I do not know the particulars of the Hutchinsons' losses. From my general knowledge of their condition when they commenced business their stock on hand, &c., and my familiarity with their pecuniary and business condition ever since the close of 1856, I think their losses must have amounted to some thirty thousand dollars or more; I knew about what they had and since then they have been required to abstain from business for want of means.

SHALON W. ELDRIDGE.

Sworn to before me this 29th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

DOUGLAS COUNTY, ss :

Charles Robinson, of the city of Lawrence, being duly sworn, saith: That he was in Lawrence during the fall and winter of 1855 and 1856, and knows the condition of affairs that then existed in and about the city. He has read the foregoing affidavits of Persall and Eldridge, and as to the general condition of political affairs, fully concurs therein and says the circumstances stated are true of his own knowledge. Deponent was one of the committee of safety mentioned. That committee were looked to during the period mentioned, by the citizens and settlers generally to advise and prescribe the policy and discipline necessary to be observed for the general safety. The committee at first began to furnish supplies by public subscriptions; then by means of individual influence and promises based upon manifestations of aid and sympathy in the eastern States. When those became insufficient to support a thousand or fifteen hundred persons, besides the citizens of Lawrence proper, (for much relief was from time to time afforded to settlers, families remaining on their claims, the men being in Lawrence for defence,) it became necessary to adopt a more stringent policy. Upon consultation the committee deemed it best to preserve order by a pretended account of dollars and cents, but in reality that was a mere cloak; and to prevent ruin to many individuals and avoid dissensions in our own ranks at a most critical period, it was adopted as the policy of the committee to consolidate as far as possible the requisitions for supplies and the purchase of the war scrip mentioned (all of which was issued as a matter of necessity and temporary relief) upon one establishment. At first a business arrangement was made with the Hutchinsons in good faith, to the amount of fifteen hundred dollars, which was subsequently redeemed. But under the circumstances existing they were compelled by order of the committee and the officers of the assembled forces to redeem script and allow their goods to be taken from time to time as necessity required. The policy thus adopted preserved an appearance of order, and saved a resort to

extreme measures; compelling every man to support himself from his own means as long as he had any and equalizing the sustenance of the population and troops among themselves as much as possible. Inducing each man or company to provide for itself when practicable and saving Lawrence from general ruin by consolidation upon two or three stores, of which the Hutchinsons' was the principal depot from whence supplies were drawn when they could not be had from other sources. The committee during the period of hostilities had at their command military power sufficient to have enforced their orders within the city of Lawrence, if necessary, and would have used that power had circumstances required it. After hostilities commenced in November, 1855, no merchant would have been permitted to withdraw and remove his stock of goods, provisions, or supplies from apprehensions of confiscation or forced contribution. It was important to maintain an appearance of confidence and stability, and the evils of the crisis were reduced as much as possible. The policy was to make every individual feel his unity of interest with the masses, and each bear a reasonable share of the public burden and disasters thrust upon us by the general government.

I ordered some furniture to be taken from the Hutchinsons' store to the Free State hotel for the use of the congressional committee in April, 1856. I do not know the value or particulars thereof.

When the Hutchinsons commenced business in Lawrence in 1855, they were reported and apparently wealthy. At the close of the difficulties in September or October, 1856, their means were exhausted and they had to close up business.

C. ROBINSON.

Sworn to before me this 29th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

Asaph A. Faxon, sworn, says: That he has been acquainted with the firm of petitioner since 15th May, 1855. Since my acquaintance with the firm they have had a full heavy store, until the commencement of the Wakarusa war; I think the fullest heaviest stock I have seen in Lawrence; during the Wakarusa war in 1855, the free-State men went generally to his store for supplies, I have seen loads of goods going from there; they did not usually pay for what they got, so far as I know, with other people; I was in town on the 21st May, 1856; I obtained by the intercession of James Christian, esq., a permit from the United States marshal to remain in town and under its protection; I was here when the posse came in and did not leave town afterwards that day; after the posse came into town, I saw them go to the store of petitioner, burst open the door and go in; a large crowd, I think probably a hundred; I do not know who was the leader, I saw them go in; saw the men come out with goods; can't state the amount or kind of goods taken; afterwards, at a later day, I saw a body of men go into the store by the back door, and come out with goods which Mr.

Hutchinson claimed; there were 15 or 20 men in the gang; the common understanding about the town was that petitioner had lost largely by the raid on the 21st May, 1856; the store the next morning showed that the loss had been heavy.

ASAPH A. FAXON.

Sworn to before me April 28, 1859.

SAMUEL A. KINGMAN,
Commissioner.

DOUGLAS COUNTY, ss :

John G. Crocker, being duly sworn, saith : I resided in Lawrence during the years 1855 and 1856; I am a carpenter; I had a contract during the season of 1855 and 1856 to complete the wood-work and store, shelving, and fixtures for a stone building that they had erected in Lawrence at that time; I completed some parts of the building; in the winter of 1855 and 1856, a company of free-State troops from Bloomington were ordered to take quarters in the Hutchinson building, in a large unfinished room that I had a contract to finish, and was then dressing up and finishing lumber, shelving, counters, &c., for; these troops occupied that room some four or six weeks; the room was 25 by 50 feet square; while there those troops destroyed a large quantity of black walnut lumber belonging to the Hutchinsons; much of that lumber was dressed for shelving, cornices, brackets, &c.; the room generally was damaged; guns were sometimes discharged in the room; I know the ceiling was broken from that source; there was a cellar under the room that these troops occupied; in that cellar were groceries, &c., belonging to the Hutchinsons; there was a stairway or trap-door gangway from that room to said cellar; I should judge that 1,000 feet of lumber was burned up and destroyed by said troops at the time mentioned, worth \$40; they injured the building \$50 or \$100.

My contract with the Hutchinsons was to complete the store fixtures to the building; they were to furnish all materials, I was to do the labor. The Hutchinsons have paid me up for my labor; it was a job contract. Owing to the taking of said dressed lumber I was obliged to do duplicate work on the job for that room. The Hutchinsons did not pay me for the labor and expense of dressing the lumber burned up. I have already put in a claim for a chest of tools and the work on the lumber mentioned, at \$175. That is a fair estimate of the value of the tools thus lost by me and the lumber worked and ready for use, which I had to duplicate.

During the winter of 1855-'56, I was acting as quartermaster's sergeant for the troops assembled in Lawrence. During that winter I got a quantity of goods from the Hutchinsons several times on my own order in an official capacity. Supplies were furnished by the Hutchinsons whenever military orders were presented, and sometimes by the men going without orders and obtaining what their necessities required.

On the 21st May, 1856, I was in Lawrence; saw Jones' posse enter the town. Did not see them break into Hutchinsons' store. I was

at the store that afternoon towards night, and found it had been broken open ; one front window broken badly, and a show case that had contained a quantity of jewelry and valuable trinkets broken. The goods that were on the shelves were scattered about in confusion ; I could not say how many had been taken away.

JOHN G. CROCKER.

Sworn to before me this 29th day of April, 1859.

EDW'D HOOGLAND,
Commissioner.

In the matter of the petition of George W. Hutchinson and others.

DOUGLAS COUNTY, ss :

James H. Lane, being duly sworn, saith : I am a citizen of Lawrence and resided here in Lawrence in the fall of 1855. I had the command in the field of the troops and forces collected at and about Lawrence on the free-State side during the disorders and difficulties known as the Wakarusa war. The condition of affairs in Douglas county and vicinity at that period was an actual state of war. Opposing armies were in the field during that war, numbering on the side of the pro-slavery party from 3,000 to 4,000 armed men, who were located at several different encampments, in proportionate detachments, but all pointing, so far as their locations were concerned, at Lawrence as the place of assault. The free-State men had in the field, at the same time, some 800 or 1,000 men, concentrated at Lawrence, and there fortified with wood and timber and earth breastworks, seven in number. When the difficulty commenced, in November, 1855, there was a partial supply of provisions and other necessaries in the hands of the grocers and merchants at large, of which a majority was in the hands of G. W. & W. Hutchinson & Co. For beef, the troops in Lawrence depended upon the settlers at large. The main army was kept in the field from the latter part of November till about the middle of December, 1855, when the main body was disbanded, retaining, however, in actual service a sufficient number of companies to serve as a nucleus, (being regularly drilled,) to man the fortifications and prevent surprise. These companies were thus retained in service at Lawrence until April, 1856.

During that period a great many settlers from nearly all parts of the Territory came to Lawrence with their families, seeking and obtaining shelter, protection and subsistence while here.

As subsistence became scarce, merchants were required to contribute supplies, which contributions would have been enforced had they declined compliance. A very large proportion of these supplies were thus furnished by the Hutchinsons. They understood and appreciated the necessity that existed for the movement. That necessity would have compelled the taking of supplies without their consent had there

not been a recognition of the power and authority, backed by circumstances that none of us could otherwise control.

J. H. LANE.

Sworn to before me this 29th day of April, 1859.

EDW'D HOOGLAND,
Commissioner.

DOUGLAS COUNTY, ss :

Clinton C. Hutchinson, being duly sworn, saith: That he resided in the city of Lawrence, Douglas county, Kansas Territory, in the month of May, 1856, and was present when the marshal's posse entered the town and performed their acts of destruction and plunder. I saw some of the posse break in the north front door of Hutchinsons' store, described by above witnesses, and saw them, with the butts of their muskets and other means, batter down and break the cellar door, so that there was full ingress and egress to the store and the stock of goods therein contained. I had been in the employ of the firm and from time to time assisted in said store during the month of May aforesaid, and had a good knowledge of the nature, extent, and value of the stock of goods collectively in said store and its appurtenances on the 21st day of May, 1856, immediately prior to the entry of the hostile forces into the city. As a matter of precaution, when the crowd commenced moving towards the town from the hills, with their artillery, the Hutchinsons closed and, as far as possible, fastened and barricaded the doors of their said store; I assisted in thus closing the same. The crowd completed their work and retired from the town by about six o'clock. With William Hutchinson and Charles Persall and others I entered the store after the posse had left town. The doors were broken, windows smashed, show cases broken and pillaged; the goods, dry goods and contents of the store generally had been ransacked and overhauled, and what remained was disarranged and scattered on the floors, counters, &c. The show cases usually contained a valuable assortment of jewelry and trinkets, silver spoons, knives, &c. The show cases were large, two in number, were about 8 or 10 feet long. One contained cutlery, bowie-knives, &c., and the other contained jewelry and small articles of value. On examination we found that a large proportion of the contents of the show cases and most valuable dry goods, &c., had been taken away. From my knowledge of the stock in the store before the plundering, and the examination, assorting, comparison, and arranging of the goods subsequently, as well as from the conversation immediately and from time to time had on the subject while so arranging what was left, I believe the quantity of goods and property taken from the store on that day was of the value of from \$3,000 to \$6,000.

C. C. HUTCHINSON.

Sworn to before me this 29th day of April, 1859.

EDW'D HOOGLAND,
Commissioner.

DOUGLAS COUNTY, ss:

George W. Hunt, being duly sworn, saith : I reside in Lawrence and have resided here ever since the fall of 1854. I was commissary for the free-State forces or Kansas volunteers, assembled at Lawrence, from the latter part of November, 1855, until the close of actual hostilities in September, 1856. My commission was derived from the territorial authority, through General Robinson, who received his commission from Governor Shannon. During the time that Lawrence was thus occupied the troops were provided for and subsisted partly by voluntary contributions and partly by their own foraging exertions on the surrounding country, and partly by forced loans or compulsory contributions obtained in Lawrence. I had the general charge of all supplies, and had to procure supplies for the men during that period. Reliance was placed upon the general usages of war in such cases for supplies. Throughout the whole period my superior officers directed me to levy as little as possible upon the citizens of Lawrence as they were already providing voluntarily for hundreds of settlers and their families, who from time to time sought shelter in the city. But there were hundreds of articles, such as necessary clothing, boots and shoes, beds, blankets, cutlery, axes, shovels, pitchforks, and utensils of all kinds, that could not be supplied from any other place than the store of Hutchinson & Co., and to consolidate operations and prevent distress and loss to many my orders were to confine my demands as closely as possible to Hutchinsons' store. Other stores were frequently rendered tributary; but to prevent confusion and allay excitement the necessities of the case induced the Hutchinsons to tolerate the proceedings without open and public demonstrations of opposition or resistance. It would have been useless for them to have adopted the latter course, for their goods and property and the property of all the other merchants, that might be necessary, would have been seized by force and placed in the commissary department. To eke out subsistence as lightly as possible on our own townsmen, an accurate account was attempted to be kept, but at times the desperation and necessities of the men compelled them to go to Hutchinsons' establishment and elsewhere and obtain goods and provisions without my orders. Sometimes the forces as well as citizens of Lawrence and their families were destitute of flour, meal, bacon, and other provisions, and had to subsist upon green corn and other vegetables. This was the case during the middle of the summer of 1856 and through August and September. The roads were so blockaded that no supplies could be obtained from Leavenworth or Missouri. We frequently had plenty of fresh beef, for foraging parties were obliged to bring in cattle. During the Wakarusa war, and throughout January, 1856, the same policy prevailed. Much distress existed in and about the city. My orders to the Hutchinsons, as well as all war scrip presented before the first of May, 1856, were uniformly honored at fair cash prices. As near as I can now estimate, there must have been obtained from the Hutchinsons, during the period mentioned, upon my written and verbal orders, for the use and sustenance of the men, under the circumstances aforesaid, from six to eight thousand dollars worth of goods. This is a

low estimate. It does not include in any way any war scrip payments. This amount may cover what the men took, in violation of discipline, without my orders.

I think, during the time that I was commissary, there was slaughtered and placed under my care and direction for the use of the troops in Lawrence about one hundred head of cattle, oxen, cows, steers, &c., exclusive of those that might have been taken by parties without reporting to me. Sometimes I had between 800 and 1,000 men to provide for, and then again the number to be provided for, including the sick, would be about 100; do not think that at any time while I was commissary I had less than fifty men to provide for. I knew the extent, value, and condition of the stock of goods, provisions, clothes and other things, in the store of the Hutchinsons on the morning of May 21, 1856. My position compelled me to know and keep informed, as nearly as possible, what supplies of all kinds were in town. I saw the Hutchinsons' store the next morning, and discovered that a considerable portion of the goods and stock generally had been taken away. I supposed there was in the store, on the 21st of May, about ten or twelve thousand dollars worth of goods. From my examination and inquiries the next day, I concluded that nearly half the stock had been carried off.

GEORGE W. HUNT.

Sworn to before me this 30th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

DOUGLAS COUNTY, *ss*:

George W. Hutchinson, one of the above named petitioners, being duly sworn, saith: That he has heard read the testimony of the foregoing witnesses. Deponent saith that he was the head of the said firm of G. W. & W. Hutchinson & Co., and purchased the goods and controlled the general business arrangements of the firm. During the period from the 23d November, 1855, till about 1st April, 1856, deponent's said firm furnished goods and provisions at ordinary cash prices, and received at par therefor "Protection Fund Scrip," or "War Scrip," as it was called, to the amount of about \$12,000; of which some \$3,000, or thereabouts, was subsequently redeemed and disposed of. Deponent, on behalf of said firm, now has in his possession or under his control the amount of said scrip mentioned in the petition, as he verily believes, without having this moment counted it, but according to his books and accounts some \$9,600 or thereabouts, which has come into the hands of the firm as primary *bona fide* holders, and for which the goods and property of the firm were taken or furnished under the circumstances of necessity and virtual compulsion, detailed in the testimony above recorded. The goods and property upon which said firm of G. W. & W. Hutchinson & Co. did business belonged to the members of the said firm in their own right, and were purchased with their own means or upon their personal credit. The

petitioners in this cause were and are the only persons directly or indirectly concerned in the success of said mercantile business; the only parties interested in the profits and emoluments of the business. The course pursued in permitting their goods to be taken or furnished, as set forth in the testimony, was the result of their personal convictions of existing necessities, and carried out consequently to their own loss. Petitioners felt that they had better be wholly sacrificed for the time being, and rely upon future circumstances for indemnity, than to thwart the object of the movement in which they sympathized, but to which open opposition would have been unavailing. Deponent further saith that, from his general knowledge of the affairs and business of the said firm from time to time, he verily believes that he and his said partners are justly entitled to have and receive indemnity for each and all of the items mentioned in the petition; that the same are fairly charged, not excessive, nor presented for purposes of extortion. Deponent further saith that neither he nor any of said firm has or have received any payment, compensation or indemnity, for the proportions of their several losses as collectively set forth in said petition, from any source whatever. Nearly seven thousand dollars of the scrip above mentioned deponent placed in the hands of certain of their creditors of said firm as collateral security for debts contracted in the purchase of some of said goods, which debts are not yet paid, but upon them suits have been commenced and are now pending against said firm. The collaterals aforesaid yet belong to and are at the control of the said firm, being wholly worthless to the holders as collaterals.

G. W. HUTCHINSON.

Sworn to before me this 30th April, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of G. W. & W. H. Hutchinson & Co.

I. Petitioners' claims are for goods taken as proven by scrip accounts	-	-	-	-	\$9,264 23
II. Goods taken, not included in the above, between the months of December, 1855, and September, 1856, by the free-State army in Lawrence	-	-	-	-	6,000 00
III. Damage to store-room by "border ruffians," May 21, 1856	-	-	-	-	100 00
IV. Goods taken and destroyed at same time	-	-	-	-	5,500 00
V. Furniture in Free-State hotel burned	-	-	-	-	500 00
VI. Goods seized on road from Kansas City, in June, 1856	-	-	-	-	400 00
VII. One horse, stolen in August, 1856, <i>en route</i> to Leavenworth	-	-	-	-	150 00
VIII. Accoutrements with same	-	-	-	-	25 00

IX. Damages by army quartering in store-room	-	\$500 00
X. Interest on the above amount, three years, at six per cent	- - - - -	410 86
		<hr/>
		26,910 09
		<hr/> <hr/>

The proof in this case as to the first and second items is full and satisfactory as to the losses and values of the goods taken, and that they were *compulsorily furnished* by petitioners, *under such circumstances of a controlling and imperative nature as precluded all possibility of successful resistance*. A large extraneous population was congregated in Lawrence. *Martial law prevailed*. The city was beleaguered; supplies cut off; the stocks on hand limited. A pressing necessity overriding all law would naturally lead the soldiers and others to seek relief wherever it could be found. *Petitioners' property was in their power*, suited to the wants and necessities of a population on the verge of starvation. Resistance to such claims, under such circumstances, would not only have been fruitless, but would have led to the destruction of other property of petitioners, as well as that of others engaged in business in Lawrence. Such calamities were avoided by adopting a course that *seemed voluntary*, and a usual business arrangement, *but was in truth a necessity from which they could not escape*, and so distributed such involuntary contributions as would best serve the real wants of the population.

The board, being satisfied that these losses are within the letter and spirit of the law, allow and award them to petitioners:

I.	- - - - -	-	\$9,264 23
II.	- - - - -	-	6,000 00
III.	Damage to store-room, May 21, 1856, allowed	-	100 00
IV.	Goods stolen and destroyed at same time	-	5,500 00
V.	Furniture destroyed in Free State hotel	-	500 00
VI.	Goods seized on road from Kansas City to Lawrence, June, 1856—(no proof of value)—not allowed.		
VII.	One horse, stolen in August, 1856, <i>en route</i> to Leavenworth	- - - - -	150 00
VIII.	Accoutrements with same	- - - - -	25 00
IX.	Damages by army quartering in store-room, (not proven to bring it within the law.)		
			<hr/>
			21,539 23
	Interest on same, 2½ years, at 6 per cent	-	3,230 85
			<hr/>
	Total award	- - - - -	24,770 08
			<hr/> <hr/>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

MAY 7, 1859.

No. 221.

To the commissioners of claims appointed by order of an act of the Kansas legislative assembly, approved February 7, 1859.

Your petitioner, Samuel Jones, being duly sworn, saith : That he has resided in Douglas county, Kansas Territory, since October, A. D. 1854, where he now resides ; that he owned in the fall of 1855 the following property, which was stolen, lost, and wholly destroyed to him by parties to him unknown, during the month of December, 1855, and the last of November, while your petitioner was on military duty in Lawrence, and that he has never recovered them since, to wit :

Four sows, two years old, worth \$10 per head	-	-	\$40 00
Two sows, one year old, worth \$8 per head	-	-	16 00
Four hogs, one year old, and would weigh 150 pounds each	-	-	36 00
Fourteen shoats, fifty pounds each	-	-	42 00
Six shoats, forty pounds each	-	-	14 40
			148 40

That in the fall of 1856 he had stolen from him five shoats, worth	-	-	15 00
Also he had taken from his house one quilt, worth	-	-	6 00
One coffee-mill	-	-	1 25
Two family testaments, worth	-	-	1 20
One peck beans	-	-	1 00
One piece calico	-	-	1 25
Other articles of household furniture, worth	-	-	5 00
			179 10
Interest, 2½ years, at 6 per cent	-	-	26 85
			205 95

Which he asks may be allowed him.

SAMUEL JONES.

Subscribed and sworn to before me April 28, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Samuel Jones.

DOUGLAS COUNTY, *ss* :

Elizabeth Parks, being duly sworn, deposes and saith : She is acquainted with the petitioner, Samuel Jones ; he was a citizen of this Territory in the years 1855 and 1856, and is now ; he resided in 1855 about four miles west of the city of Lawrence. I was residing on a claim of my own, and was frequently at the house of Mr. Jones.

I know that Mr. Jones brought into this Territory a number of hogs from the neighborhood of Westport, in Missouri, in the fall of 1854. I am certain that the hogs were lost by Mr. Jones. Mr. Jones first resided in the bottom; in the fall of 1855 he removed from the bottom on to the hill; the hogs were lost after his removal—I think in the fall of the same year—all except one large one and five small ones; they were afterwards lost, I think the succeeding fall. The total number of hogs I could not state, nor their value.

Mr. Jones was the owner of one quilt, one coffee-mill, two family Testaments, one peck of beans. I know that these articles of property were stolen from Mr. Jones's house, as we believed. The time this property was stolen I do not now recollect. The quilt was worth \$5 or \$6; the coffee-mill was worth \$1 or \$1 50; the Testaments were worth \$1 25; the beans, I suppose, were worth \$1 50—there was a lot of them. I do not know who took any of Mr. Jones's property. The country about Lawrence at the time the property was lost was infested with bands of armed men, who were constantly committing violence on the inhabitants and stealing their property.

E. PARKS.

Sworn to before me April 29, 1859.

EDWARD HOOGLAND,
Commissioner.

Alfred Peake, being duly sworn, deposes and saith: That he is acquainted with the petitioner, Samuel Jones; he was a citizen of Douglas county, in Kansas Territory, in the year 1855—at least he was here when I came, in the spring of that year, and is yet a citizen. Mr. Jones was, after the time I became acquainted with him, the owner of twenty-five or thirty hogs. They were lost in the fall of that year, at the time of the Wakarusa war. I could not say whether they were stolen or not; they disappeared and were never recovered. I think there were three large sows who had pigs; they were worth \$10 each. I do not distinctly recollect about the year-old sows. Sows of that age would be cheap at \$8. There was a part of them that were, say one year old; the number I cannot state; they were worth \$6 or \$7 each. There was probably about ten or twelve shoats; they were worth \$3 50 each.

ALFRED PEAKE.

Sworn to before me April 29, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Samuel Jones.

Petitioner claims in this case, for loss of property.....	\$179 10
Damages	26 85
	205 95
	205 95

The proof of the existence or loss of portions of the property claimed as lost is meagre and unsatisfactory.

There is proof to sustain the loss of—

3 sows	\$30 00
4 hogs	24 00
Shoats	42 00
Shoats in 1856.....	15 00
Other articles of household furniture, and beans.....	10 00
	121 00
Interest, 2½ years, at 6 per cent.....	18 15
	139 15
	139 15

SAMUEL A. KINGMAN,
EDWARD HOOGLAND,
HENRY J. ADAMS.

MAY 3, 1859.

No. 222.

APRIL SESSION, HELD AT LAWRENCE.

KANSAS TERRITORY, *Douglas County, ss:*

To the commissioners of claims under act of February 7, A. D. 1859:

Your petitioner, Benjamin S. Hancock, represents: That he has been a resident of Douglas county, Kansas Territory, for the last three years, and is now a resident of said county and township of Lawrence; that your petitioner resided from April, A. D. 1855, to October, 1856, on a claim some three miles south of Lecompton, Kansas Territory; that he had growing upon his said claim, in November, 1855, ten acres of good corn and one and a half acre of potatoes, and that said corn and potatoes were totally destroyed on or about the 15th day of November, 1855, by the territorial militia, and that said corn and potatoes were worth fifty dollars per acre.

And your petitioner further says, that in the month of August, 1856, he having the same field planted with ten acres of corn and one and a half acre of potatoes, worth fifty dollars per acre, was entirely de-

stroyed by the territorial militia, under the command of William Martin and John Randolph.

And your petitioner further says, that on and before the 6th day of June, A. D. 1856, he was the legal owner of and had in his possession, two dun mares, worth two hundred and fifty dollars each, and one gray horse, worth one hundred dollars; that said horses were stolen and taken away from your petitioner on the 6th day of July aforesaid, by the said territorial militia, while your said petitioner was on his way from the State of Missouri to his home; and that on the day and year aforesaid he was also the owner of and possessed one superior breeding sow, about to be delivered of a litter of pigs, worth twenty dollars, which was also stolen and carried away from your petitioner by Colonel Titus's men.

And your petitioner further shows, that on or about the 3d day of September, A. D. 1856, the territorial militia of Kansas territory, to the number of four hundred or five hundred men, under the command of Generals Richardson and Stringfellow were encamped at Lecompton, Kansas Territory; that on or about the 3d of September aforesaid, a company of said territorial militia, to the number of sixty men or thereabouts, under command of John Randolph, came to the house of your petitioner, on the claim aforesaid, and after driving your petitioner away therefrom, they then shot, destroyed, carried away, and stole the property of your petitioner, of the description and value following, to wit:

78 fowls, Shanghai, Poland, and other breeds	-	-	\$78 00
1 bag coffee, 163 pounds, at 14 cents per pound	-	-	22 82
1 barrel sugar, 320 pounds, at 11 cents per pound	-	-	35 20
2 sets double harness	-	-	60 00
1 set single harness	-	-	35 00
4 saddles and 5 bridles	-	-	85 00
4 head halters and chains	-	-	9 00
3 pitchforks	-	-	3 25
2 mowing scythes and 1 cradling scythe	-	-	10 00
6 rakes and 1 spade	-	-	5 00
1 dun mare	-	-	250 00
4 horse brushes and 2 currycombs	-	-	4 50
1 plough, 1 sled, 1 set doubletrees	-	-	30 00
1 shovel, 1 pick, 2 crowbars	-	-	17 00
2 stone hammers	-	-	4 00
1 Durham bull, two years old	-	-	50 00
1 Durham cow, three years old	-	-	40 00
1 large chest carpenter tools	-	-	200 00
11 large blankets	-	-	55 00
25 yards imported carpet	-	-	37 50
Several sets dishes, knives, forks, and spoons	-	-	30 00
800 feet siding lumber, at \$4 per hundred	-	-	32 00
4 sets silver spoons	-	-	36 00
2 sets silver table spoons	-	-	36 00
1 lot library books	-	-	300 00
2 sets four-horse driving reins	-	-	20 00

1 acre garden produce	-	-	-	-	-	-	\$200 00
1 barrel of flour	-	-	-	-	-	-	20 00
1 barrel vinegar	-	-	-	-	-	-	8 00
1 coal scuttle, and lot of pots and kettles	-	-	-	-	-	-	4 00
1 large lot of clothing	-	-	-	-	-	-	100 00
9 gallons preserves, at \$4 per gallon	-	-	-	-	-	-	36 00
1,000 pounds hams and middlings	-	-	-	-	-	-	140 00
2 trunks and contents	-	-	-	-	-	-	50 00
5 iron wedges	-	-	-	-	-	-	5 75
1 bag of shot, 25 pounds, and lead 25 pounds	-	-	-	-	-	-	3 25
1 chest of saddlers' tools and findings	-	-	-	-	-	-	100 00
3 quilts, 2 beds and quilts, blocks for 3 quilts	-	-	-	-	-	-	23 00
600 pounds hoop and other iron, at 8 cents per pound	-	-	-	-	-	-	48 00
2 large washtubs	-	-	-	-	-	-	3 00
2 axes	-	-	-	-	-	-	6 00
12 surcingles for horses	-	-	-	-	-	-	15 00
2 fine horse blankets	-	-	-	-	-	-	10 00
1 gold breastpin and \$2 50 taken from wife	-	-	-	-	-	-	7 50
4 large cow-bells and straps	-	-	-	-	-	-	6 00
1 doubletree for four horses in width	-	-	-	-	-	-	25 00
4 hoes	-	-	-	-	-	-	3 50
$\frac{1}{2}$ barrel salt, 170 pounds at 4 cents per pound	-	-	-	-	-	-	6 80
5 long ropes	-	-	-	-	-	-	6 25
12 girths	-	-	-	-	-	-	12 00
2 stable forks	-	-	-	-	-	-	2 50
1 lot fine china ware	-	-	-	-	-	-	10 00
Loss of use of two horses eight months, each at \$12	-	-	-	-	-	-	192 00
1 sledge hammer	-	-	-	-	-	-	2 50
2 large cow-bells	-	-	-	-	-	-	4 00
5 horse collars	-	-	-	-	-	-	8 75
1 new buggy bridle	-	-	-	-	-	-	6 00
1 violin	-	-	-	-	-	-	20 00
2 white blankets, 1 coverlet	-	-	-	-	-	-	10 00
1 log-chain	-	-	-	-	-	-	4 50
1 dozen table spoons (common)	-	-	-	-	-	-	1 00
Damages on stove and pipe	-	-	-	-	-	-	2 50
6 new shirts	-	-	-	-	-	-	24 00
1 banjo	-	-	-	-	-	-	2 50
1 pair fenders	-	-	-	-	-	-	6 00
Corn and potatoes for year 1855	-	-	-	-	-	-	550 00
Corn and potatoes for year 1856	-	-	-	-	-	-	550 00
1 dun mare stolen, and recovered after two years absence, worthless	-	-	-	-	-	-	250 00
1 gray horse, stolen	-	-	-	-	-	-	100 00
1 breeding sow	-	-	-	-	-	-	20 00
Amount	-	-	-	-	-	-	<u>3,906 47</u>

And your petitioner further says that he was the lawful owner and actual possessor of all the foregoing property at the times and places aforesaid, and that the figures set opposite each item is a fair value

thereof, and that it was destroyed and carried away as before specified; and that he has not been paid for any of said property, nor has any ever been returned to your petitioner, except as above specified, and that he believes that he has sustained the actual damage aforesaid of \$3,906 47, by reason of the said troubles in Kansas Territory. Therefore, your petitioner prays that the said sum of \$3,906 47 may be awarded him by your honorable board, and interest on the same as resulting damages.

B. S. HANCOCK.

KANSAS TERRITORY, *Douglas County, ss:*

Benjamin S. Hancock, being duly sworn, says that the facts and things set forth in the above petition are true as he verily believes.

B. S. HANCOCK.

Sworn to and subscribed in my presence, this 28th day of April, A. D. 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Benjamin S. Hancock.

DOUGLAS COUNTY, *ss:*

W. P. Lamb, being first duly sworn, says: That in August or September, 1856, there was a company of men went to the house which I afterwards learned was the house of Benjamin S. Hancock, a few miles from Lecompton; they searched his house, took away two guns, a double and single-barrel shot-gun, also two sacks of coffee, perhaps more, dried fruit, a sack or two; a large quantity of bacon, probably as much as 1,000 pounds; a barrel or two of crackers, and other things, that I do not recollect. They would have taken all the provisions, but I protested, and made them promise to give her, Mrs. Hancock, some back. They promised to leave those that were so given back at Mr. Sheperdson's in Lecompton; they never did it, as far as I know. The same evening, afterwards, I saw his barn on fire; same men, I have no doubt, set his barn on fire; I heard them speak of it; John Randolph was in command of the men.

W. P. LAMB.

Sworn to before me April 29, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Benjamin S. Hancock.

TESTIMONY.

DOUGLAS COUNTY, ss:

Thomas H. Thomas, being duly sworn, says: That on the 3d day of September, 1856, I was returning from George Lewis's house to acting governor Dan'l Woodson's house, where I was living; I met a little boy about 300 yards from Mr. Hancock's house. The boy told me not to go to Mr. Hancock's house, that the border ruffians had just left there with four wagon loads of things from the house, and they would kill me sure if I went there. That they said they would kill his father that night and burn the house. I told the boy to go home. I rode towards the house, three men were standing behind the wagons, (four in number.) They stopped me; asked me where I was going, I told them I was going home. One of them recognized me as Woodson's man and told them to let me go. I went to Hancock's house; went in, found that the contents of the house of any value were gone. I went into the garden, everything was torn up there. There was three-fourths of an acre in the garden, it was a good garden. I looked up towards Mr. Snyder's house, saw an army of 300 or 400 men coming right towards the house, I rode towards home. This army passed Mr. Hancock's house and paraded on the hill beyond. They were all mounted, commanded by General Richardson. I was not here in 1855, and know nothing of his, petitioner's, crop that year. In 1856 he had nine or ten acres of corn and potatoes, about one-half an acre of potatoes. The wagons of Richardson's army were driven through the field. The fence thrown down and the crop destroyed. It was old ground and good corn. I bought sod corn that year in the neighborhood for \$9 per acre. This was better corn and worth \$12 or \$15 per acre in the field. There would have been 60 or 75 bushels of potatoes, worth \$1 per bushel, in the field.

The petitioner had a cow worth \$30 or \$35 about the 12th September, 1856; while hunting cattle I found Mr. Hancock's cow in a ravine, lying down; she was sick, I got her up, drove her a little piece on to better ground, and returned with my own cattle. She was bruised on the back; I thought she had been hitched to a wagon and hauled till she was injured, I have seen other parties doing the same trick. A few days after I found her dead. Petitioner had a good two year old bull, worth from \$20 to \$25; cattle were very high then.

Petitioner had two fine dun mares, six or seven years old, in the summer of 1856. They were fine horses, well matched, worth \$450 or more. He had also a gray horse, worth \$100. The gray horse was pressed about the 26th or 27th of August, 1856, by Colonel Titus's militia. About a week later the two dun mares were missed; afterwards, about the 12th September, I saw one of the dun mares being rode by Governor Shannon's express after troops. This mare Hancock got two years afterwards out of a team by a law suit; she was poor, broke down, and of very little value, not more than \$40. The other mare and horse he never got. I cannot tell what he had in his

house; it was well furnished, and he had a good set of tools and implements for farming. His claim was three miles northwest of Lecompton by the road. The garden was worth \$50 to \$60, it would be worth that to me at least.

He had in his barn fancy harness, handsome valuable double harness for four horses, also single set of harness, very fine, silver mounted; I think the harness were all worth \$95. These were *stolen* from the barn, or, as they termed it, "*pressed*."

He had a breeding sow (good stock) just ready to have pigs; she was eaten by Titus's men; she was worth \$12. He had a large number of fowls of choice varieties, worth \$1 each; there were six or seven dozen chickens. He had two saddles to my knowledge, they went with the rest; they were worth \$10 each with the bridles. He had a chest of carpenter's tools. They were burned in Oliver's barn, I should think they were worth \$60.

He had some fine siding, don't know how much; he had a big box full of books, the box was 3 by 2½ by 2, full, and some in trunks. Among them was an encyclopedia, commentaries on the bible, &c., I don't know what they were worth. He had flour; I bought a very inferior kind of flour in Lecompton about that time for \$4 50 per cwt. He had two large washtubs, which they took to put the neat in when they stole it. He had two fine horse blankets, worth \$10.

He had a cow-bell, worth \$1. He had a fiddle, worth \$4 or \$5. This property, with such other as Mr. Hancock had, which I cannot remember, was taken by Richardson's and Titus's men from the petitioner in 1856.

THOMAS H. THOMAS.

Sworn to before me April 28, 1859.

SAM'L A. KINGMAN,
Commissioner.

William R. Simmons, being sworn, says: Petitioner had valuable chickens. Don't know their number or value. He had sugar, coffee, two sets double harness, worth something near \$60, and one buggy harness, worth \$20. He had four saddles and three or four bridles; I don't know what they were worth. He had four head halters and chains, worth \$2 50 each. He had pitchforks, two mowing scythes, and cradle scythe, worth \$9. He had rakes and a spade. He had horse brushes and currycombs; brushes worth \$1 each, currycombs 50 cents each. He had a plough, sled, and set of double-trees, worth \$20. He had a shovel, one pick, and one crowbar, worth \$7, also two stone hammers, worth \$5 or \$6. He had three chests of carpenters' tools, worth \$250 or \$300. He had some blue blankets, worth \$6 to \$8 per pair; they were very good blankets. He had right smart carpeting, imported, better than is often seen in this country; I think there was 30 or 40, may be 50, yards of it, worth from \$2 25 to \$2 50 per yard. He had a quantity of dishes, knives, forks, and spoons. He had very good cider, I don't know the quantity. He had two sets, at least, of large silver spoons, and as many as one set of smaller ones; the large ones were worth \$25 a set, and the small ones some \$10 or \$12 a set. He had a large quantity of books; I don't know their

names or values. I know nothing of the driving reins. He had a tolerable good garden for his chance ; it was new sod ground, and contained something near an acre. He had two or three barrels of flour, worth \$7 25 per hundred weight, a coal scuttle, and lot of pots and kettles ; I don't know their number or value. He had a barrel of whiskey, worth \$1 50 per gallon, and a barrel of brandy, worth \$4 per gallon, about 40 or 42 gallons in a barrel. A lot of clothing. He had 1,000 or 1,500 pounds of meat, worth from 15 to 18 cents per pound. He had one large cheese, worth 25 cents a pound ; it would weigh 25 or 30 pounds. He had three or four nice trunks, with clothing in them, and divers things ; one of the trunks was worth \$25, another, \$15, and the others not so much. He had iron wedges, shot, and lead. I don't remember any saddlers' tools. He had a large quantity of hoop iron and other iron, 1,200 or 1,500 pounds altogether ; washtubs, axes, surcingles, horse blankets. He had a couple of cow-bells and strap, worth \$1 50 or \$2 each ; hoes, salt, near a barrel. He had five or six picket ropes, altogether, worth \$1 75 each. He had a lot of girths. He lost the dun horses, and got one of them back two years after. He lost a grey horse ; if he ever got him back I never saw him. He had a sledge hammer, worth \$2 50. He had some horse collars, worth \$2 25 each. He had a fiddle, it was a new one. He had log chains, worth from \$3 to \$5 each ; there were three or four of them. He had a small patch of sod corn in 1855 ; it was used up by his family, and in one way and another was gone. The potatoes of 1855 were in the garden spoken of. He had some eight or nine acres of corn, in 1856, worth \$8 or \$10 per acre, I think. It would yield eight or ten barrels per acre. This corn was destroyed. He had an acre of potatoes, worth \$100. He had a barrel of molasses and a keg of syrup ; molasses worth \$50, and syrup worth \$22 50 to \$25. A little before his house was burned he had all these things. I did not see them destroyed. I intended, when I said that the corn was worth \$8 or \$10 per acre, to say that it would yield eight or ten barrels per acre. I live in the neighborhood of Lecompton, in Jefferson county, now. I lived in Lecompton in 1856. Was often at Mr. Hancock's house. He was well fixed to live for this country.

WM. R. SIMMONS.

Sworn to before me April 29, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Benjamin S. Hancock.

Margaretta Hancock, sworn, says : That she is the wife of petitioner, and that in the years 1855 and 1856 we were living on our claim two and a half miles from Lecompton. He was from Pittsburg, Pennsylvania, and a free-State man, and not in good odor with the people of Lecompton on account of his political opinions. In the year 1855, during the Wakarusa war, Mr. Hancock came to Lawrence to save his

life, and help, while protecting himself, to protect others. While he was gone, some men from Lecompton came and threw down our fences, and the cattle got in and destroyed our corn. There were nine or ten acres in corn; it was sod corn. Mr. Hancock had gathered a little of the corn to feed with before he came down to Lawrence; the rest destroyed. It was pretty good sod corn. This was all we lost of much value during that year.

In the month of August or September, 1856, while my husband was absent—having fled to save his life—a company of men, calling themselves Kickapoo Rangers, about fifty in number, came to our house. It was Sunday morning. They were commanded by one John Randolph. He paraded his men before the house, ordered the men to go in and search the house, and take what they could find for the use of the southern army. The men entered the house from both sides, began swearing, saying we had a store for the abolitionists at Lawrence, but they would not get it. Then they commenced plundering; some in one room; some in the other; some up stairs, turning over the beds, taking the blankets, swearing they were too good for abolitionists; inquired for Mr. Hancock; swore if they had him they would kill him. They took coffee, sugar, crackers, meat, harness—several sets, &c.

They took all my provisions. I expostulated with them; told them they were gentlemen to take all I had to eat, my husband being gone, and I having two little ones to attend to. Mr. Lamb then took a piece of meat, some dried fruit, and a wash-pan full of coffee, and gave them to me. Captain Randolph got mad, ordered Mr. Lamb to leave his company, as his conduct was a disgrace to it; that he was a coward and a traitor to his company. Lamb said he would not see a woman hungry. Pistols were drawn by Randolph, who said the next thing taken out of the wagon he would shoot the man who did it. Lamb wanted to leave a sack of flour, but was compelled to give it up. Randolph made a speech, saying, among other things, he would go over with his things to Lecompton, and come back again. They broke and destroyed everything they could lay their hands on that they did not carry away. That afternoon about 300 men came on horseback, accompanied by some wagons; picked up what they wanted, threwed down the fence, drove and rode through the cornfield, set fire to the house three times, but it was put out. The barn and its contents they burnt down. There were in it ploughs and chests of tools and everything necessary to carry on a farm.

Between the two visits on that day I had obtained a guard from Colonel Cooke, and had thrown a few light things into the wagon. The last body who came even tried to rob the wagon of the few things it contained, but were successfully resisted by the guard.

Myself and mother came back to the house after the barn was burned, and, waiting till dark, hid some things by covering them up in the garden, but they were all stolen and broken up.

The items in the house and barn, as set down in the petition, were all carried away, destroyed, or burned up at that time, except the items for spoons. There were twelve large spoons, silver, worth \$36, and 12 small ones, worth \$10; these were carried away. The preserves were worth \$1 per gallon. Ten acres of corn and over were

destroyed at the same time, the fence being thrown down. What they did not pack off, the cattle and hogs destroyed. An acre of potatoes was also dug up and destroyed. Three horses were taken off.

When Mr. Hancock came into the Territory he brought twenty-five wagon loads of goods, such as is set out in his petition, and two loads afterwards.

MARGARETTA ^{her} + HANCOCK.
mark.

Witness: SAMUEL A. KINGMAN.

Sworn to before me April 29, 1859.

SAMUEL A. KINGMAN.

In the matter of the petition of Benjamin S. Hancock.

Thomas Oliver, being duly sworn, deposes and saith: That he is acquainted with the petitioner, Benjamin S. Hancock. He was a citizen of and resided in the Territory of Kansas when I arrived here in the spring of 1856, and is yet a citizen. I know that about the month of September, 1856, Mr. Hancock had a number of fowls; the precise number I could not state; what they were worth at that time I could not say. I purchased for him one bag of coffee; it was worth (14 cents per pound) \$22 82. I also purchased for him one barrel of sugar; it was worth \$35 20. I know that he had two sets of double harness; they were worth \$60. He had a set of single harness; it was worth \$35. The saddle and bridles I know nothing about. Four halters and chains I know were destroyed; they were worth \$9. The pitchforks I know nothing of. Two mowing scythes and cradle: I purchased the cradle for him; they were worth \$10. Six rakes: I know he had rakes; I suppose they were destroyed; I do not know particularly. One dun mare I know he lost. She was recovered about two years after. She was a fine, large animal. I do not know what she was worth when taken; she was worth but very little when recovered. I know he had a shovel, pick, and two crowbars; I presume they were worth \$17. I know that he lost two stone hammers; they were worth \$4. I know that he lost a bull; I do not know whether he was a Durham or not; I do not know what he was worth. I know that he lost a cow; she died for want of attention. Mr. Hancock was driven away from home by the armed bands of men in the neighborhood, in consequence of which his cow was lost. I know that he had a chest of tools; there was a great variety of them, though their value I do not know. The blankets I know nothing about. The carpets I know nothing about. Queensware, knives, forks, and spoons, I know nothing about. There was a lot of lacing, which I believe was worth \$32. Tea and table silver spoons I know nothing about. The library—I do not know what it was worth; he had a number of books, but I have no means of knowing the number or value. He had a good garden, but I do not know what it was worth. I know he had a barrel

of flour ; it was worth \$20. He had vinegar, but I know nothing of the quantity or value. There were hams and middlings, which I purchased for him ; they were worth \$140. Double trees, for four horses ; they were worth \$25. One barrel salt ; it was worth \$6 80. Lariat rope, worth \$6 25 ; one sledge-hammer, \$2 50. There were horse-collars and buggy bridle, \$14 75. The corn and potatoes in 1855 I know nothing about. I know that he had nine or ten acres of corn and potatoes in 1856 ; it was a good average crop ; it was nearly all destroyed ; I do not know what it was worth. There was a second dun mare taken from him. She was a valuable animal ; I do not know what she was worth. Mr. Hancock paid \$500 for the pair in St. Louis ; he is a judge of horses, and I am not. One gray horse was taken away from Hancock by a man named McClelland, worth \$100. One breeding sow, I cannot say what she was worth. I know that the house of Mr. Hancock was robbed, and his property carried away or destroyed, some time about the 3d of September, 1856. The robbery was committed by the Kickapoo Rangers, as I believe.

THOMAS OLIVER.

Sworn to before me this 29th day of April, 1859.

EDW'D HOOGLAND,

Commissioner.

Elizabeth Thomas, being duly sworn, deposes and saith : That she is acquainted with the petitioner, Benjamin S. Hancock. He has resided in and been a citizen of the Territory of Kansas since the spring of 1855. He had in the summer and fall of 1856 a large lot of chickens ; I could not say how many, or what they were worth. He had a bag of coffee. I at the time paid sixteen cents per pound for coffee. He had a barrel of sugar ; I do not certainly know its value. I know he had a lot of nice, silver-mounted harness ; I know nothing of the value of such things. I know he had saddles and bridles ; I do not know what they were worth. I know that he had scythes and various kinds of farming tools, and that they were destroyed or taken away ; I know nothing of their value. He owned two dun mares. I know they were both taken. One of them was recovered two years afterwards ; worth little or nothing when recovered. I do not know what they were worth when taken ; they were very valuable animals. There was a cow which died after Mr. Hancock was driven away from home, for want of attention, or from some injury received from the men who robbed the house. He had a large lot of tools. The carpenters' tools were destroyed or burnt in the house or barn of Mr. Oliver. I know there was a number of blankets, but the precise number or value of them I could not say ; they were good. There was a lot of carpeting, though I do not know how much, or what it was worth. There was a large lot of dishes, knives, forks, spoons, &c., though I do not know what they were worth. After the house had been partially robbed, myself and daughter took these articles into

the garden and buried them, hoping thereby to save them. But Jack Hurd was watching, and saw us burying them; he dug them up and carried them off. The silver spoons I do not know anything about. There was a large lot of books; their value I do not know. At the time my daughter and self buried the dishes we selected a large trunk full of the most valuable ones, and carried them out into the prairie; but they, like the dishes, were discovered and carried off. There was a good garden; I do not know what it was worth; it was destroyed. There was one barrel of flour; I do not know what it was worth; flour was very dear at that time. There were pots, kettles, &c.; don't know what they were worth. There was a great deal of good clothing. The most of it was lost or destroyed; they saved but very little. I do not know what the clothing was worth. There was a large lot of preserves; the quantity I could not state. It was nearly all eaten up and destroyed. I know that he had a large lot of hams and side meat brought on, sufficient for his year's provisions; it was all carried off. I was present when it was taken off. One of the men was about to give back to Mrs. Hancock a piece of it after they had it in the wagon. Randolph, who commanded them, came up and ordered him to let it alone, and pay no attention to the cries of those abolition women—that they would cry for everything. I know that there was a lot of quil-blocks; they were blown and scattered over the prairie, having been nearly torn to pieces. I know that he had a lot of iron; I do not know what it was worth, or what became of it. There were two large wash-tubs; they were worth \$2 each, or more. There were sursingles and fine horse-blankets carried off; I do not know what they were worth. I do not know personally of the breastpin. I know that John Randolph, who was commanding the men engaged in carrying off the property, demanded of Mrs. Hancock her money. She stated that she had no money, except a little change in her pocket that the children had received for milk sold to the United States soldiers who were encamped near by, and that she supposed a *gentleman* would not wish to rob a lady of a little change. He said, D——n the difference, ever so little was acceptable; it would do to buy whiskey. He took it from her, and also a pocket-book which it was in. She wanted to keep the pocket-book. It had belonged to her son who was previously drowned. But he said, D——n the old pocket-book, it was good for nothing except to carry the change in, and put all into his pocket. This was the John Randolph who subsequently figured largely as a member of the Lecompton convention. I know there was half a barrel of salt; it was taken away. There was a fine violin; my daughter and self carried it out of the house when we took out the dishes and books; it was taken with the rest of the goods. There were two white blankets and one coverlid taken from a small house on the claim, where Mr. Hancock's boy slept. I know they were good, but do not know what they were worth. I do not recollect anything about the loss of his corn and potatoes in 1855. In 1856 there were perhaps eight or nine acres—perhaps more or less—planted in corn and potatoes. There was a good crop; it was the second year. I could not tell what it was worth per acre. I know Mr. Hancock had a gray horse; he, too, was

taken ; I do not know what he was worth. There was a fine, young sow ; she was missing ; I do not know what she was worth.

ELIZABETH THOMAS.

Sworn to before me this 29th day of April, 1859.

E. HOOGLAND.

Commissioner.

In the matter of the petition of Benjamin S. Hancock.

The petitioner claims in this case for loss of property - \$3,906 47

The proof is abundant to show that his house was plundered and cleared out on the 3d September, 1856, and also that his barn and contents were burned the night of the same day, and that his crop was destroyed in 1856. It appears that he destroyed it himself in 1855. From the exorbitant charges in the petition, and the confused manner of their presentation, and from the readiness of some of the witnesses not only to prove the items claimed, but also other charges not made upon suggestions made to them to test their accuracy, it is believed that there was a disposition to exaggerate all the charges and simulate losses not actually sustained. The board think an allowance of 50 per cent. enough - - - 1,953 25

Interest on same, two and a half years, at 6 per cent. - 292 00

Total award - - - - - 2,255 25

SAMUEL A. KINGMAM.
EDWARD HOOGLAND.
HENRY J. ADAMS.

MAY 5, 1859.

No. 223.

To the honorable board of commissioners appointed in pursuance of an act of the legislative assembly entitled "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859:

Your petitioner, Robert G. Elliott, of the town of Lawrence, respectfully represents: That he settled in the town of Lawrence on the 28th day of November, A. D. 1854, and that he is now, and has been ever since that time, a *bona fide* resident of the Territory of Kansas; and that he was the owner of a valuable library containing nearly three hundred volumes, and worth eight hundred dollars, which was deposited in the room occupied by your petitioner and Josiah Miller

as a printing office; and that on the 21st day of May, A. D. 1856, said library was entirely destroyed and carried away by the posse of the United States marshal; and that there was also destroyed and taken away one trunk, with clothing and other contents, worth fifty dollars; also mattresses and bed-clothing, worth twenty-five dollars; also manuscripts, private papers, and files of letters, worth two hundred dollars; and further, that your petitioner has never been indemnified, in whole or in part, for any of the losses above named.

Recapitulation.

Library of 300 volumes	-	-	-	-	-	\$800
Trunk and contents of the same	-	-	-	-	-	50
Mattresses and bed-clothing	-	-	-	-	-	25
Manuscripts, private papers, and files of letters	-	-	-	-	-	200
Total	-	-	-	-	-	<u>1,075</u>

Which sum your petitioner asks may be awarded him under the provisions of the act of the legislative assembly entitled "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1854.

ROBERT G. ELLIOTT.

Sworn to before me April 29, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Robert G. Elliott.

W. J. R. Blackman, being duly affirmed, says: I am acquainted with the petitioner, Robert G. Elliott; I know that petitioner had a library in his printing office, which I understood to be his private property; I saw some \$400 or \$500 worth of books, but these were only a part; a large number of these were octavo and valuable, worth from \$2 to \$5 a volume; these books were destroyed by the same persons who destroyed petitioner's printing apparatus, at the same time and in the same manner; I think I am competent to judge the value of a library. I don't know anything about the trunks, &c., destroyed; I know petitioner had bed-clothing, &c., and this, as nearly as I can judge, was also destroyed in the same way as the other things; I should suppose this bed-clothing to be worth \$25; I know nothing about the manuscripts and private papers.

W. J. R. BLACKMAN.

Affirmed in my presence this 29th day of April, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Josiah Miller, being duly sworn, says: I am acquainted with Mr. Elliott, the petitioner; Mr. Elliott had quite a collection of books, I suppose some 300 or 400 volumes, some classical works, and some English literature—Addison, The Spectator, &c.; I would have been willing to give Mr. Elliott \$700 for his library; it was selected with care. I left on the morning of their destruction, but to the best of my knowledge they were destroyed at the same time and in the same way as petitioner's printing apparatus.

Mr. Elliott and myself, as partners, bought the bedding, which cost near \$50; we had two beds fitted up. They were destroyed at the same time as the other articles.

Mr. Elliott had a trunk with clothing and the usual contents of a trunk; this trunk and contents were worth \$60 or \$75, or more. This trunk and contents were destroyed with the rest of the things.

Mr. Elliott also had a number of manuscripts lying about which were also destroyed, also some lectures in book form; I don't know what they were worth; I have a collection like Mr. Elliott's which I would not take \$300 for.

Mr. Elliott never has recovered any of his things, nor received any compensation for them.

JOSIAH MILLER.

Sworn to before me April 29, 1859.

SAMUEL A. KINGMAN,
Commissioner.

F. B. Swift, being duly sworn, says: I am acquainted with Mr. Elliott, the petitioner; I know Mr. Elliott had a library of 250 or 300 books, some of which I should judge very valuable; the books were worth, on an average, \$2 50; I have every reason to believe that these books were destroyed when the printing apparatus was; I saw some fragments of them afterwards on the stairs and in the street. Petitioner kept a trunk with clothing; I have no doubt it was in the office and destroyed at the same time as the library; don't know the value of this trunk and contents. There was a bed and bedding in the office; Mr. Elliott was its occupant; don't know who owned it; I should suppose it was worth \$20 or \$25 dollars; don't know of any other bedding; I was frequently in the office; I have the same reason to suppose that this bedding was destroyed, as that the other things above mentioned were destroyed.

I don't think that Mr. Elliott ever recovered any of the things destroyed, or ever received any compensation for those things that were destroyed.

F. B. SWIFT.

Sworn to April 29, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Robert G. Elliott.

Charles F. Garrett, being duly sworn, says : I am acquainted with Mr. Elliott ; I worked in Mr. Elliott's office from 1854 on and off until 1856 ; Mr. Elliott was a citizen of Kansas since 1854 ; I was familiar with Mr. Elliott's office and the furniture, &c., in it ; he had a library of from 200 to 300 volumes ; a portion was valuable—poetical works, I think ; I do not think I am a competent judge of the price of books ; I think that \$1 75 or \$2 would be a fair average value of each volume in Mr. Elliott's collection. When petitioner's office was destroyed his library was also destroyed ; I saw some of the members of Marshal Donaldson's posse throw these books out and destroy them. Mr. Elliott had a trunk of clothing, &c. ; I believe, from what I saw of the office on the day following, that this trunk with its contents was destroyed ; I have seen the trunk open, and the contents were of first quality ; I should suppose them to be worth over \$50 ; Mr. Elliott had bedding in the office ; I think it did not all belong to him, but his interest in it I should suppose was as much as \$25. This was destroyed at the same time and in the same way as the other things. Mr. Elliott had a pile of manuscripts also, I think, some written lectures and a number of letters ; I have no idea of the value of these manuscripts, &c. ; they would not be worth a cent to me, but might be very valuable to him. These were also destroyed, I think, for they riddled the whole office. I think Mr. Elliott never recovered any of this property lost nor any pay for it ; he has not shown any symptoms of it, for he has been strapped ever since his losses.

CHARLES F. GARRETT.

Sworn to before me April 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Robert G. Elliott.

Petitioner claims for loss of library, 300 volumes	-	-	\$800	00
Trunk and contents	-	-	50	00
Mattress and bed-clothing	-	-	25	00
Manuscripts, &c	-	-	200	00
			<hr/>	
			1,075	00
			<hr/> <hr/>	

The board allow for 300 volumes, at \$1 50 each	-	-	-	-	\$450 00
Trunk and contents	-	-	-	-	50 00
Mattress and bed-clothing	-	-	-	-	25 00

No proof of the quality or character of the manuscripts is given, nor any proof of their value. Mr. Miller would not take \$300 for his manuscripts and papers. This does not even fix the value of Mr. Miller's papers, much less does it afford any indication of the value of petitioner's; this item disallowed.

					525 00
Interest on same, 2½ years, at 6 per cent.	-	-	-	-	78 75
Total award	-	-	-	-	603 75

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

MAY 4, 1859.

No. 224.

A.

List of articles stolen, damaged, and destroyed in the month of September, A. D. 1856, belonging to Andrew S. Baldwin.

One dress coat stolen	-	-	-	-	\$12 00
One pair fine pants stolen	-	-	-	-	3 00
One razor, strap, brush, and mug	-	-	-	-	2 50
One iron boiler	-	-	-	-	1 00
Six books	-	-	-	-	5 00
One silver watch	-	-	-	-	25 00
Eight daguerreotypes	-	-	-	-	16 00
Damage to corn and potatoes one-half part of 25 acres	-	-	-	-	50 00
Damage to chest	-	-	-	-	2 00
					116 50

APRIL SESSION, AT LAWRENCE, KANSAS TERRITORY.

KANSAS TERRITORY, *Douglas County*, ss :

To the commissioners of claims under act of February 7, 1859 :

Your petitioner, Andrew S. Baldwin, represents that he is now, and has been a citizen of Kansas Territory ever since April 20, A. D. 1855, and that he now resides in Douglas county.

Your petitioner further says that he was the lawful owner of the property described in the schedule hereunto attached, marked A, and made part of this petition, at the time of the date set opposite each item, and that said property was wrongfully and unlawfully taken from your petitioner during and in consequence of the troubles and disorders which prevailed in said Territory from November 1, A. D. 1855, to December 1, A. D. 1856, at the several times and in the manner set forth in said schedule, and that the prices set opposite each item in said schedule is a fair value for the same.

Your petitioner further says that he has received no compensation for the same, nor any part thereof, and that he believes he is justly entitled to \$116 50 for his loss of property so stolen, damaged, and destroyed, and fifty dollars for his damages which resulted therefrom, which amount of \$166 50 your petitioner prays your honorable body to audit and certify as his claim.

KANSAS TERRITORY, *Douglas County, ss:*

Andrew S. Baldwin, being duly sworn, says that the facts set forth in the above petition are true, as he verily believes.

ANDREW S. BALDWIN.

Subscribed in my presence and sworn to before me this 29th day of April, A. D. 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Andrew S. Baldwin.

DOUGLAS COUNTY, *ss:*

Henry L. Baldwin, being first sworn, says: That petitioner is my brother; has been a citizen of Kansas since April, 1855; that in the month of September, 1856, petitioner was living in my house; had the things set forth in his schedule, with the exception of the corn. On the night that Judge Wakefield's house was burned, Captain Walker's, Heath's, and Snyder's also, my house was broken into and the things charged in his schedule by petitioner were taken away and never recovered; they were worth all that is charged for them. At the same time twenty-five acres of corn and potatoes jointly cultivated by petitioner and myself were injured and damaged by the company who burned the houses aforesaid, having turned their horses into the field and digging the potatoes and leaving the fence down; the damage done was at least \$100, of which one-half fell on petitioner; he has received no compensation for his losses.

HENRY L. BALDWIN.

Sworn to before me April 29, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Andrew S. Baldwin.

Petitioner claims for loss of property	-	-	-	-	\$116	50
The proof sustains the losses and the values, and the board award that sum, and interest, 2½ years, at 6 per cent. per annum	-	-	-	-	-	17 50
Total award	-	-	-	-	-	<u>134 00</u>

EDWARD HOOGLAND.
 SAMUEL A. KINGMAN.
 HENRY J. ADAMS.

MAY 4, 1859.

No. 225.

KANSAS TERRITORY, DOUGLAS COUNTY,
Lawrence, April 27, 1859.

To the commissioners to audit claims under act of February 7, 1859 :

My residence is four miles west of Lawrence, Douglas county, on the California road. On or about the middle of August, 1856, eight men came up from Lawrence and rode into my yard, went directly to the barn, about 5 o'clock p. m. We were at tea. We left and ran out, and found them engaged in taking my horses. They had led out one, a fine young horse, four years old, an iron-gray of good size and fine model, and fleet, worth one hundred and fifty dollars in money. They were making an effort to take more, but I prevailed on them to leave. They took the horse to Lawrence. They said they would return him in about two weeks. They said they needed horses, and insisted on another. I saw the same horse they took from me rode past my place twice in a pretended military procession by a man called Keller. He came in with Colonel Harvey, so said, on or about the middle of September. When Governor Geary arrived, I was informed Keller left for Iowa and took the gray horse they took from me with him, and I have not heard from the horse since.

Lafayette Dunbar, Martin V. B. Spicer, and Andrew J. Spicer were present when they took the above-described horse from me, about the middle of August, 1856.

JOHN SPICER.

Sworn to before me this 29th day of April, 1859.

EDW'D HOOGLAND,
Commissioner.

In the matter of the petition of John Spicer.

DOUGLAS COUNTY, ss:

Lafayette Dunbar, being duly sworn, saith: I resided with the petitioner, John Spicer, on the California road, during the summer of 1856. He yet resides there. I was present, as stated in the petition, when eight men rode into Spicer's yard and took away from his stable the iron-gray horse mentioned. He was a splendid animal, of a racing breed, and worth much more in reality than Mr. Spicer has claimed for him. Mr. Spicer is a citizen of the Territory, and was such when said horse was taken away. The horse was taken in the middle of August, 1856, and never recovered or paid for.

L. C. DUNBAR.

Sworn to before me this 29th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

DOUGLAS COUNTY, ss:

George F. Warren, being duly sworn, saith: I know John Spicer, the petitioner, and where he resides, near Lawrence. In November, 1856, I saw a man named Keller at Mount Pleasant, Iowa. I understood said Keller had been in Kansas with Harvey's men. He then had with him at Mount Pleasant, aforesaid, half a dozen or more horses, that he said he brought from Kansas. He represented them as his horses. I, at his request, went around and tried to help him sell them. In his, said Keller's, possession, at said time and place, was a fine iron-gray horse, such as described by Mr. Spicer, and which I believe to have been the same one.

G. F. WARREN.

Sworn to before me this 3d day of May, 1859.

EDW'D HOOGLAND,
Commissioner.

In the matter of the petition of John Spicer.

The petitioner claims for one horse taken from him by Keller and free-State men, worth	-	-	-	-	-	\$150	00
The proof fully sustains the claim.							
Add interest, 2½ years, at 6 per cent.	-	-	-	-	-	22	50
Total award	-	-	-	-	-	172	50

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

MAY 3, 1859.

No. 226.

ACCOUNT FOR LOSSES.

TERRITORY OF KANSAS, *Douglas County*:

To the commissioners appointed to audit and certify claims under the provisions of "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859, to audit and certify all claims for the loss of property taken or destroyed, and damages resulting therefrom, during the disorder that prevailed from November 1, 1855, to December 1, 1856:

Complainant, Charles Doy, states: That on the 21st day of May, A. D. 1856, and for some time previous thereto, he was an actual resident citizen of Douglas county and Territory aforesaid, and still is an actual resident citizen of said Territory, and was on the 21st day of May, A. D. 1856, the actual owner and in the peaceable enjoyment of the following property, to wit:

Two brood mares, valued at one hundred and fifty dollars each; one Sharpe's rifle, valued at thirty dollars; one navy revolver, worth twenty-five dollars; four quilts, worth two dollars each; one buffalo robe, worth five dollars; two pairs of pants, worth six dollars each; two coats, worth sixteen dollars each; eight shirts, worth one dollar and twenty-five cents each; one vest, worth three dollars; two silver watches, worth ten dollars each; one gold brooch and ring inlaid with pearls, worth ten dollars; one six-inch Colt's revolver, worth twelve dollars; two Allen's revolvers, worth ten dollars each; one double-barrelled shot-gun, worth fifteen dollars; two muskets, worth six dollars each. And that on the night of the 21st of May, 1856, the horses were taken by part of the militia, who the next morning came to the house professedly to search for Sharpe's rifles, and took from the house one Sharpe's rifle, valued at thirty dollars; one eight-inch Colt's revolver, twenty-five dollars; four quilts, worth two dollars each; one buffalo robe, worth five dollars; two pairs of pants, worth six dollars each; two coats, worth ten dollars each; eight shirts, worth one dollar and twenty-five cents each; one vest, worth three dollars; two silver watches, worth ten dollars each; one gold brooch and ring inlaid with pearls, worth ten dollars. Also, 20th of August, 1856, a wagon load of men, armed, took from the house one six-inch Colt's revolver, worth twelve dollars; two Allen's revolvers, worth ten dollars each; one double-barrelled shot-gun, worth fifteen dollars; two muskets, worth six dollars each.

JOHN DOY,
By CHARLES F. DOY, *Agent*.

DOUGLAS COUNTY, *ss*:

Charles F. Doy says he is the son and agent of petitioner, who is now in the State of Missouri, in confinement; that he files this petition

for said petitioner as his agent, and that the facts set forth therein are in his own knowledge, and are true.

Sworn to before me April, 29, 1859.

SAM'L A. KINGMAN,
Commissioner.

May 21, 1856.—Two brood mares, \$150 each	-	-	\$300 00
One Sharpe's rifle	-	-	30 00
One navy revolver	-	-	25 00
Four quilts, \$2 each	-	-	8 00
One buffalo robe	-	-	5 00
Two pairs of pants, \$6 each	-	-	12 00
Two coats, \$10 each	-	-	20 00
Eight shirts, \$1 25 each	-	-	10 00
One vest	-	-	3 00
Two silver watches, \$12 each	-	-	24 00
One gold brooch and ring inlaid with pearls	-	-	10 00
August 20, 1856.—One six-inch Colt's revolver	-	-	12 00
Two revolvers, Allen's, \$8 each	-	-	16 00
One double-barrelled shot-gun	-	-	15 00
Two muskets, \$6 each	-	-	12 00
			502 00
			502 00

In the matter of the petition of John Doy.

DOUGLAS COUNTY, ss :

Charles F. Doy, being sworn, says : That he is the son of petitioner ; is 25 years old ; that he, petitioner, is a citizen of Kansas, and has been since July, 1854 ; that on the 21st May, 1856, petitioner was living on his claim, in Douglas county, about two miles from Lawrence, in a westerly direction ; that on the night of the 21st May, 1856, two brood mares, the property of petitioner, of the value of \$300, were taken from the claim of petitioner ; and, on the next day, 28 armed men, two of them riding petitioner's horses, came to our house professedly to search for Sharpe's rifles, or, to use their own phrase, "*Beecher's Bibles* ;" they were a portion of the men engaged in the sacking of Lawrence ; they searched the house, found and took one Sharpe's rifle, worth \$30 ; one navy revolver, worth \$25 ; four quilts, of the value of \$2 each ; one buffalo robe, of the value of \$5 ; two pairs of pants, worth \$6 each ; two coats, worth \$10 each ; eight shirts, of the value of \$1 25 each ; one vest, worth \$3 ; two silver watches, of the value of \$12 each ; one gold brooch and ring inlaid with pearls, worth \$10.

On the 20th August, 1856, a wagon load of armed men came to the claim aforesaid, and took the following property, viz : One six-

inch Colt's revolver, worth \$12; two revolvers, Allen's, worth \$8 each; one double-barrelled shot-gun, worth \$15; and two muskets, worth \$6 each. The above property was the property of petitioner; each article of it was carried away at the time mentioned, and has never been recovered, nor any part of it, nor has petitioner received any compensation for it in whole or in part. The damage done to the crop is not spoken of—15 acres of corn was destroyed by the horses of the invaders being turned into it.

CHARLES F. DOY.

Sworn to April 29, 1859.

SAM'L A. KINGMAN,
Commissioner.

Lucretia Doy, sworn, says: That she is the daughter of petitioner; is sixteen years old; has heard read the testimony of her brother, above, and that she knows the facts therein set forth of her own knowledge, and that they are true.

LUCRETIA DOY.

Sworn to before me April 29, 1859.

SAM'L A. KINGMAN,
Commissioner.

S. J. Willes sworn: Says he is acquainted with petitioner; that on the 21st May, 1856, he was living on his claim, two miles west of Lawrence; about that time his horses, worth \$300, were taken by one of the armed bodies of men infesting the neighborhood at that time; I did not see the horses taken, but know petitioner had such horses, and about that time they were missing; I have never seen them since; I heard of the search of the house of petitioner and the robbery thereof, but of my own knowledge know nothing. Few houses escaped in this neighborhood.

S. J. WILLES.

Sworn to before me April 29, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of John Doy.

The petitioner claims in this case for loss of property.....	\$502 00
The proof is full as to the taking of the property and its value as charged—specific values being attached to each article of property lost. The whole claim is therefore allowed, and interest thereon, for 2½ years, at 6 per cent.	75 30
Total award.....	577 30

SAMUEL A. KINGMAN.
EDWARD HOOGLAND.
HENRY J. ADAMS.

MAY 3, 1859.

No. 227.

APRIL SESSION, HELD AT LAWRENCE, K. T.

KANSAS TERRITORY, *Douglas County:*

To the commissioners of claims under act of February 7, 1859:

Your petitioner, Eliab G. Macy, represents: That he is now and has been a citizen of Kansas Territory ever since November 1, A. D. 1854, and that he now resides in Douglas county.

Your petitioner further says that he was the lawful owner of two yoke of oxen, worth \$100 per yoke, which were stolen from your petitioner on the 27th of March, A. D. 1855, by an armed band of Missourians, and after six days' search, and at an expense of \$25 in cash, were recovered from the camp of said Missourians, very much reduced in flesh, and damaged to the amount of fifty dollars.

Your petitioner further says that in the month of December, 1855, he had destroyed and stolen five hundred bushels of corn, which was harvested and cribbed on his claim near Bloomington, in Douglas county, by a body of armed men, under the command of ———, who infested the entire neighborhood, pillaging, stealing, and carrying away whatever came in their way; said corn was worth \$500.

Your petitioner further says that in March, 1856, an armed body of men stole and carried away from your said petitioner, at his said claim, one wagon, worth \$125.

Your petitioner further says that in August, A. D. 1856, he had growing upon his said claim thirty acres of good second-crop corn, which would have yielded fifty bushels per acre, under good fence and cultivation; that said corn was entirely destroyed by armed bodies of men tearing down fences, driving through the field, and letting cattle and horses feed upon the young corn to the damage of your petitioner in the sum of one thousand dollars; corn was destroyed when your petitioner was driven away from his claim by said armed men.

Your petitioner further says that in the summer of 1856, an armed

body of men, under command of General Buford, burned 4,000 rails belonging to your petitioner, which were mostly laid in fence upon your petitioner's claim, as before mentioned, worth \$200.

Your petitioner further says that he had stolen, by bodies of armed men, eleven hogs, about the time aforesaid, worth ten dollars per head—\$110.

Recapitulation.

Damages to oxen.....	\$75 00
Corn stolen.....	500 00
Wagon stolen	125 00
Corn destroyed.....	1,000 00
Rails burned.....	200 00
Hogs stolen.....	110 00
	<hr/>
Amount	2,010 00
	<hr/> <hr/>

Your petitioner further says that he has received no compensation for any of the property aforesaid, and that he believes he is justly entitled to the sum of \$2,010 for his loss of property so stolen and destroyed, and one hundred dollars damages which resulted therefrom; which amount of \$2,110 your petitioner prays your honorable body to audit and certify as his claim.

ELIAB G. MACY.

DOUGLAS COUNTY, *Kansas Territory, ss :*

Eliab G. Macy, being first duly sworn, says that the facts set forth in the above petition are true, as he verily believes.

ELIAB G. MACY.
SAFFORD & SAFFORD,
Attorneys.

Subscribed and sworn to before me this 29th day of April, A. D. 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Eliab G. Macy.

DOUGLAS COUNTY, *ss :*

Joseph Gardner, being duly sworn, saith : I reside on section 30, township 13, range 19, Bloomington, Douglas county; am acquainted with Mr. Macy; he is my cousin; he resides on the section immediately north of me; he has resided there over four years; I have occupied my claim nearly the same length of time; in 1856 Mr. Macy was carrying

on the farming business; he had that year about thirty acres of corn; it was second crop; about the latter part of July, and during the month of August, the country in that vicinity was infested with bands of armed men; they encamped about the creeks in the neighborhood; they were in the habit of throwing down fences and stealing property. In March, 1855, petitioner had a couple of yoke of oxen stolen or driven away; do not know by whom, further than that they were a company of armed Missourians stationed at McGee's crossing of the Wakarusa; he got them again about a week afterwards, at an expense of about \$25 in hunting them up; they were damaged from want of feed in being kept there in that condition; I estimated the damage to them at \$50; I made that estimate of damage at the time they were recovered; I do not know that he claimed pay of them for the damage done to the cattle according to our estimate. A wagon was taken from the premises of petitioner in March, 1856, the latter part; Mr. Macy owned the wagon; it was a common farm lumber wagon, wooden axles ironed; an ordinary pine lumber box, blue; he had had it four or six months; he brought it from Iowa; come to think, I know he brought it from Iowa with him in the fall of 1854; that wagon was worth \$120 or \$130; he says he originally paid \$100 in gold for it. I know he had a crib of corn destroyed in the winter of 1855; the crib was an ordinary Kansas crib, a rail pen 10 or 12 rails high, an oblong pen 2 or 3 lengths long, 1 rail in width; I saw that corn put in the pen; that pen was on Macy's claim; the corn was raised there; Mr. Macy and his hired hands put it in the pen; the corn was thrown in the pen in the husk; it was hauled from the field in wagons; I do not know how many wagon loads there were; I did not assist in gathering or putting in the corn; the pen was about full of corn; I do not know how much corn was in the pen, only by guess; I cannot state, in feet, the length of the pen; the width was an ordinary 10 feet rail, less the lapping. There were a lot of hogs on his claim in the winter, about the time the corn was taken; there were ten or a dozen hogs; they were pretty well grown; would weigh in the neighborhood of 200; they were worth about \$10 each; they were driven away by the marauders that were prowling around there; I did not see them just in the act, but we had evidence by the tracks in connexion that they were missing; we saw the hogs' tracks, and men and mule and horse tracks off down Rock creek bottom towards their camp on the Wakarusa; two or three horses and mule tracks were thus discoverable; those hogs were all missing; we followed as near to the camp as we thought it was healthy to go; that camp was two or three miles from Macy's house; I made no memorandum of any of these losses at the time. By the firing of the prairie he had a lot of rails burned; the rails were in fence, the fence around his claim; he had some 30 or 40 acres enclosed; his fence was nearly all burned; some fragments and a few rails were saved; four-fifths of the fence was burned; this burning of the fence took place in the winter and spring of 1855-'56; there were some 5,000 rails in the fence; they were worth \$40 a thousand at least; don't know where Mr. Macy was at this time; don't remember seeing him within a day or two before that; the corn in the

pen was taken away and destroyed together; it was put in the pen in the fall of 1855; Macy had raised it there that season; it was put in the latter part of October or 1st of November; Mr. Macy had, besides the two yoke of work cattle mentioned, two or three cows and calves; no horses; don't know of his selling any corn that season; he had fed his stock but very little, if any, corn up to the time that it was taken away or destroyed; the corn was taken away by prowling bands of armed men belonging to the pro-slavery party; I know that to be the fact, because they were fighting free-State men wherever they met with them, chasing us across the prairie, and shooting at us whenever they could; I did not see them take the corn away; I have no means of knowing that they took the corn away except the visible impressions that they made; those visible impressions were tracks and trails of wagons in the neighborhood and on the prairie; there seemed to have been quite a number of wagons; I followed the trail far enough to convince me where the corn was going to; it seemed to be going to their camp on the Wakarusa; I cannot now remember the day; it was some time in December, 1855; corn was then worth \$1 per bushel; do not know of any other property of petitioner lost or destroyed during the troubles aforesaid. At the time the corn was taken Mr. Macy's family were in Ohio; Mr. Macy was around here, knocking round like the rest of us; he did not call me to see to those tracks only incidentally; I discovered the tracks shortly after its being done; he accompanied me to follow the tracks up; don't know whether the corn was taken in day or night time. In the summer of 1856 Mr. Macy had a cornfield destroyed by the guerilla parties of Buford's men; they claimed to be doing business for Buford; I conversed with some of them, and they told me to that effect; the corn was destroyed by their throwing down the fence and riding through it in July and August, 1856; they thus destroyed all of it; Mr. Macy at this time was around the country here, some of the time on his claim, and some of the time at other places; can't say how long Macy was absent; he was absent at short intervals all the season; the guerilla warfare was the cause of his repeated absence; he was sometimes chased out of his field; the latter part of the season of 1856 he went to Ohio after his family, and did not get back till some time in the winter; he did not gather any of his corn that season; he had about 30 acres of corn growing when the disturbances compelled him to leave his claim; that corn, as it stood in the field in July or August, was worth \$15 per acre; by the breaking down of the fences mentioned stock got into the field and destroyed the crop.

JOSEPH GARDNER.

In the matter of the petition of Eliab G. Macy.

Petitioner claims for—	
I. Damages to oxen taken by Missouriians in March, 1855	\$75
II. Corn stolen from pen on claim	500
III. One wagon	125

KANSAS CLAIMS.

979

IV. Corn destroyed	-	-	-	-	-	\$1,000
V. Rails burned	-	-	-	-	-	200
VI. Hogs stolen	-	-	-	-	-	110
						<hr/>
						2,010
						<hr/> <hr/>

The proof is generally weak in regard to particulars.

I. For the oxen taken in March, 1855, no allowance can be made.						
II. The proof about the corn is uncertain ; he had fed some ; allow 350 bushels	-	-	-	-	-	\$350
III. One wagon, cost, new, \$100 ; run one year and a half ; worth, new, say	-	-	-	-	-	100
IV. Thirty acres corn in field, worth in August, 1856, \$15 per acre	-	-	-	-	-	450
V. 4,000 rails burned, at \$40	-	-	-	-	-	160
VI. Say ten hogs, at \$10 each	-	-	-	-	-	100
						<hr/>
						1,160
Interest on same, two and a half years, at six per cent.	-	-	-	-	-	174
						<hr/>
Total award	-	-	-	-	-	1,334
						<hr/> <hr/>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

MAY 7, 1859.

No. 228.

To the board of commissioners for the adjustment and payment of claims for damages, &c.:

Your petitioner, Samuel Smith, would respectfully represent: That during the troubles in this Territory in the years 1855 and 1856 he sustained the following losses by means and consequent upon those troubles, to wit :

To 1 dwelling-house burnt	-	-	-	-	-	\$100
To new dwelling-house burnt	-	-	-	-	-	150
To 15 acres of corn, at \$45 per acre	-	-	-	-	-	675
To 5 tons of hay, at \$10 per ton	-	-	-	-	-	50
To 100 bushels corn in cribs, at \$1 50	-	-	-	-	-	150
To 5 hogs, (breeding sows,) at \$15	-	-	-	-	-	75
						<hr/>
						1,200
						<hr/> <hr/>

And your petitioner further says that the first house mentioned in the above bill was a small frame shake house, and was worth the sum of one hundred dollars, and that Samuel J. Jones and a large

number of Missourians who had come to Lecompton, and were returning from the election on the 30th day of March, A. D. 1855, burnt the same; that said house was burnt on the 2d day of May, A. D. 1855; that the second house mentioned in the above bill was burnt on the 28th day of May, A. D. 1855, by said Samuel J. Jones and a company of men under his command, and that said house was worth the sum of \$150; that during the Wakarusa war, of November and December, A. D. 1855, and while your petitioner was in Lawrence, where he was compelled to fly for safety, the foregoing item of fifteen acres of corn was carried off and destroyed by the territorial militia assembled at Lecompton; that said corn had been cut up and shocked and hauled into a yard; that said corn and fodder was worth at the rate of \$45 per acre; that at the same time said territorial militia hauled off and destroyed five tons of hay belonging to your petitioner, worth \$10 per ton. They also took and carried away from the corn-crib of your petitioner one hundred bushels of corn which had been gathered from another field, and which belonged to your petitioner, said corn being worth \$1 50 per bushel. That your petitioner was the owner of five superior breeding swine or sows at the time he was obliged to fly to Lawrence during the Wakarusa war of 1855; that they were each about to be delivered of a litter of pigs, and that they always came home at night, and were at home when he left; that he has never seen them since, and has been informed, and believes, the territorial militia aforesaid butchered and eat them. And your petitioner further says that he has truly sustained the above losses, and that he has never received any compensation therefor, nor any part thereof.

SAMUEL SMITH.

Sworn to before me April 29, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Samuel Smith.

TESTIMONY.

DOUGLAS COUNTY, ss:

Benton Smith, being first duly sworn, says: That he is a son of petitioner; is 19 years old; that the petitioner is a citizen of this Territory, and has been since the 1st day of April, 1855. Previous to the breaking out of the Wakarusa war father was living on his claim, one mile east of Lecompton. He was a free-State man, and by reason of his opinions upon that subject he became obnoxious to the pro-slavery men about Lecompton, and was compelled to come to Lawrence for safety. He came about the breaking out of the Wakarusa war on the 25th November, 1855. When he left, he left the corn grown on fifteen acres cut up, shocked, hauled to a pen, set up, and a good fence put around it. I was small, and was permitted to

remain there; this corn was used by the Missouri militia assembled at Lecompton as forage; what they did not feed out and carry away was destroyed by reason of their leaving the fence down; they encamped in the vicinity most of the time during the troubles there. The corn and fodder was totally eaten up and destroyed. It was worth, corn and fodder, \$45 per acre. It was good corn; it was the first year's crop. At the same time petitioner had five tons of hay; it was worth, and was selling for at that time, \$10 per ton; this was destroyed in the same way as the corn above, and by the same set of men. There were about one hundred bushels of corn taken out of the corn-crib by the same men at the same time, worth, per bushel, \$1 50. I don't think it could have been bought for that amount; it was no part of the corn grown on the fifteen acres first above spoken of. There were four breeding sows and one barrow, that would weigh one hundred and fifty pounds each. The sows were heavy with pig of a very superior breed of hogs. They were worth, I can't say how much; hogs were high. These hogs were missing; and I believe, and so do the neighbors generally, that they were killed by the men camped about that neighborhood. They had always come up regularly. The Missourians killed and eat hogs when they wanted them, no matter who they belonged to, at that time and in that neighborhood.

BENTON SMITH.

Sworn to before me April 29, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Enoch W. Smith, being duly sworn, says: The facts set forth in the deposition of Benton Smith are generally of his own knowledge, and are true; that I am a son of petitioner, 22 years old; lived with my father at the time of the loss of the property as set forth in his petition. The corn in the pen was good sod corn, would average thirty bushels per acre, and the fodder was worth at least one-half as much as the corn. I think the corn and fodder were well worth \$45 per acre; it would have been worth a great deal more in the spring. It was destroyed in the month of December, 1855. There were five tons of hay, or over, worth \$10 per ton. When we left home the corn-crib was full; when we returned one hundred bushels were gone, worth \$1 50 a bushel; it was superior corn. The hogs, four sows and one barrow, would weigh one hundred and fifty pounds nearly, perhaps a little more; good stock and good condition, and the sows heavy with pig; worth from \$12 to \$15 each. This property was my father's, and when we left for Lawrence, about the first of the Wakarusa war, were all on my father's claim; when we returned, about the 1st of January, all the above-described property was gone; of the exact way it went I have no certain knowledge, but the country was full of armed men; a state of war existed; large bodies of

APRIL SESSION, HELD AT LAWRENCE, K. T.

KANSAS TERRITORY, *Douglas County, ss:*

To the commissioners of claims under act of February 7, 1859:

Your petitioner, S. Y. Lum, represents that he is now, and has been a citizen of Kansas Territory ever since the fall of A. D. 1854, and that he now resides in Douglas county.

Your petitioner further says that he was the lawful owner of the property described in the schedule hereunto attached, marked A, and made part of this petition, at the times of the dates set opposite each item; and that said property was wrongfully and unlawfully taken from your petitioner during and in consequence of the disorders which prevailed in said Territory from November 1, A. D. 1855, to December 1, A. D. 1856, at the several times and in the manner set forth in said schedule, and that the prices set opposite each item in said schedule is a fair value for the same.

Your petitioner further says that he has received no compensation for the same, nor any part thereof, and that he believes he is justly entitled to \$425 for his loss of property so stolen or taken, and \$100 for his damages which resulted therefrom; which amount of \$525 your petitioner prays your honorable body to audit and certify as his claim.

S. Y. LUM.

KANSAS TERRITORY, *Douglas County, ss:*

S. Y. Lum, being first duly sworn, says that he is the petitioner in the above claim, and that the facts set forth in said petition are true, as he verily believes.

S. Y. LUM.

Subscribed in my presence and sworn to before me this — day of April, A. D. 1859.

EDWARD HOOGLAND,
Commissioner.

Deposition of Ezra A. Peirce in the matter of the claim of S. Y. Lum for losses under the act of the legislative assembly of Kansas, approved February 7, A. D. 1859.

Ezra A. Peirce, being duly sworn, deposes and says: I was in Lawrence at the burning of the Free-State Hotel, May 21, A. D. 1855, and knew a span of horses belonging to Mr. Lum at that time and before. I saw those horses at Franklin, the day after the burning of the hotel, in possession of the Missourians on the road to Westport, Missouri. I have lived near Lawrence ever since, and have never seen or heard of the horses since; have lived in the Territory since April, A. D. 1855, and was acquainted with the horses for several months before they were taken. One was a deep bay and the other a sorrel, and I should think them worth at that time \$400.

EZRA A. PEIRCE.

I, A. C. W. Safford, a notary public in and for Douglas county, hereby certify that the above-named Ezra A. Peirce was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth, in relation to the losses sustained by the said S. Y. Lum between the 1st day of November, A. D. 1855, and the 1st day of December, A. D. 1856, in consequence of the disorder then prevailing in said Territory; that the above deposition was reduced to writing by me in his presence, and was so written and subscribed in the presence of myself, and that they were taken at my office on the 24th day of March, A. D. 1859, in the city of Lawrence aforesaid.

[L. S.]

A. C. W. SAFFORD,
Notary Public, Douglas County, K. T.

In the matter of the petition of Samuel Y. Lum.

DOUGLAS COUNTY, ss:

Oliver A. Hanscom, being duly sworn, saith: That he is acquainted with the petitioner, Samuel Y. Lum; he was a citizen of Douglas county, Kansas Territory, since the year 1854, and is yet. In the spring of 1856 he was the owner of a dark bay or brown horse, and also a sorrel horse; they were worth \$400. The night previous to the sacking of Lawrence, on the 21st of May, 1856, I was at the house of Mr. Lum; his horses were picketed near the house. I advised him to move them to another place, as they had been some time picketed at the place they then were, and, as the country was filled with bands of marauders, they would be less likely to find them at another place. He did move them. The next morning they were gone. They had been taken by some persons. I have never seen them since. I heard of them a day or two afterwards, in possession of the Missourians, at Franklin. I am satisfied that he has never recovered them. I know that Mr. Lum had a navy revolver about that time, and that he has not had it since; it was worth \$25.

O. A. HANSCOM.

Sworn to before me April 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

George W. Deitzler, being duly sworn, deposeth and saith: He is acquainted with the petitioner. He is a citizen of Kansas Territory, and was in 1856. He had a Colt's navy pistol a few days previous to the destruction of the Free-State Hotel, in the city of Lawrence, on the 21st May, 1856. I got the pistol and carried it to the hotel, and, to the best of my knowledge, it was lost or destroyed with the hotel; it was worth \$25.

G. W. DEITZLER.

Sworn to before me April 30, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Samuel Y. Sum.

The petitioner claims for the loss of one span of horses \$400, and one navy revolver, \$25.....	\$425 00
The proof sustains the charge in the petition set forth, and the award is made accordingly.	
Interest on same sum, 2½ years, at 6 per cent.....	63 75
Total award.....	488 75

SAMUEL A. KINGMAN.
EDWARD HOOGLAND.
HENRY J. ADAMS.

MAY 3, 1859.

No. 230.

ACCOUNT FOR LOSSES AND DAMAGES.

TERRITORY OF KANSAS, *Douglas County, ss:*

To the commissioners appointed to audit and certify claims under the provisions of "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859, to audit and certify all claims for the loss of property taken or destroyed, and damages resulting therefrom, during the disorder that prevailed from November 1, 1855, to December 1, 1856:

Oliver P. Kennedy, complainant, states: That on the 1st day of May, A. D. 1856, and for some time previous thereto, he was an actual resident citizen of Douglas county and Territory aforesaid, and still is an actual resident citizen of said Territory, and was, on the 1st day of May, A. D. 1856, the actual owner and in the peaceable enjoyment of the following property: One bay mare, saddle and bridle, of the value of \$160; and that on or about the 1st day of June, 1856, an armed body of men, under a fellow calling himself Captain Jounikin, of Colonel Buford's party, forcibly took said mare, saddle, and bridle from a man by the name of E. Duzan, to whom I loaned said mare, saddle, and bridle; said mare was afterwards seen in Westport, Missouri, in the possession of said Buford's men; petitioner states that said mare was worth \$150, and the saddle and bridle were worth \$10—in all, \$160; he states that the facts set forth in the above petition are true.

OLIVER P. KENNEDY.

Sworn to before me April 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Oliver P. Kennedy.

TESTIMONY.

DOUGLAS COUNTY, ss :

J. R. Kennedy, sworn, says: That he is a brother of petitioner; that he is a citizen of Kansas, and has been since June, 1855; that about the 1st of June, 1856, he was the owner of a mare worth \$150; brother loaned the horse to Duzan about the 1st of June, 1856; he rode her down in the Shawnee reserve and came back without her, saying that he had been stopped by five men and forced to give up the mare; my brother never got the mare; the country at that time was full of armed men, returning from the sack of Lawrence, carrying off the plunder of the war; the horse was not loaned to be used in the war, but to get some money owing to a neighbor.

J. R. KENNEDY.

Sworn to before me April 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Oliver P. Kennedy, sworn, says: That the statements of the petitioner are true; that the property lost was his, and of the value as set forth in the petition; Duzan borrowed the horse to go for money for a neighbor; from information received since, I have no doubt that Duzan was robbed as he reported; I have never got any pay for the mare, or any compensation for her.

OLIVER P. KENNEDY.

Sworn to before me April 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Oliver P. Kennedy.

Petitioner claims for one mare forcibly seized and taken within the Shawnee reserve, while en route to Missouri, taken by Buford's men, worth.....	\$150
Saddle, bridle, &c.....	10
	<hr/>
	160
The proof fully sustains the claim, and the said sum is awarded, with interest at 6 per cent., 2½ years.....	24
	<hr/>
Total award.....	184
	<hr/> <hr/>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

No. 231.

To the honorable board of commissioners appointed in pursuance of an act of the legislative assembly of the Territory of Kansas, entitled "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859:

Your petitioners, Josiah Miller and Robert G. Elliot, both of the town of Lawrence, represent: That they settled in the Territory of Kansas in the month of November, A. D. 1854, and that they are now, and have been ever since that time, *bona fide* residents of said Territory.

That they brought with them and established in the town of Lawrence, during the winter of 1854 and 1855, a printing office, and published a newspaper entitled the "Kansas Free State," of which they were the editors and proprietors; that with great labor and expense they carried on the publication of the "Free State" from its origin, being about the 1st of January, A. D. 1855, until the 21st day of May, A. D. 1856; and that the business of job printing, in which they were also engaged, and the publication of the "Free State" were becoming profitable, and, could they have continued the same, would have been sources of great pecuniary benefit to them.

That on the 21st day of May, A. D. 1856, their printing press and material, and everything connected with their printing office, were totally destroyed under the following described circumstances:

The town of Lawrence was invested by a large body of armed men, enrolled as the posse of the United States marshal, and under his command, and professedly engaged in the execution of writs against certain citizens of Lawrence, represented to have been issued by the United States district court; after the arrest of such persons as could be found for whom writs had been issued, a portion of the posse, seeming to be under the command of G. W. Clark, (who at that time, and subsequently, held an appointment under the federal government,) entered the printing office of the "Free State," and with an axe and sledge-hammer completely broke up and destroyed the printing press, furniture, and all the material in the office; nothing was spared by them; the books and accounts, and the subscription list of the "Free State" were destroyed or carried away; boxes and trunks were broken into fragments, and the contents thereof taken and destroyed; the private library of one of your petitioner's, Robert G. Elliott, containing nearly 300 volumes, was also destroyed; the majority of these books were packed in boxes; these were broken to pieces, and the books torn up, cut to pieces with sabres and hatchets, and dashed through the windows into the street; a large number of bundles of printing paper, files of the "Free State," and exchanges, were ripped open, thrown out, and scattered by the winds over the whole town; and a portion of the same was carried into the Free-State Hotel to light the fire for the destruction of that building; after the work of destruction had been completed, the company marched from the office to their quarters on the hill, each with a book stuck upon the point of his bayonet.

During the six months next following, and until the navigation of the Missouri river had closed for the season, Kansas was in a state of civil war, and every entrance to the Territory was blockaded; emigrants suspected of opposition to slavery in Kansas were turned back, robbed, and forbidden to enter the Territory; goods and merchandise consigned to free-State men were seized and confiscated at the various ports on the Missouri river by which goods destined for Kansas would have to pass, thus involving a great risk and expense in shipping to the Territory, and especially to Lawrence, even the most common necessaries of life; printing material for a free-State printing office was regarded by the marauders, who thickly infested the borders, and maintained the strictest system of espionage over every boat on the Missouri river, and over every package of goods landed in the Territory, as contraband, and could not, during that season, have been brought to Lawrence, except by a long, tedious, and expensive route across the State of Iowa, and through the Territory of Nebraska, and not even by this route without great risk; under such circumstances, another printing establishment, equal in value to that destroyed, and a like amount of material, could not have been purchased and transported to Lawrence, the publication of the paper resumed, and the business of the office placed on the same basis as before its destruction, for a sum less than eight thousand five hundred dollars.

Your petitioners would also represent that in the month of November, A. D. 1855, while Lawrence was threatened and besieged by an invading army from Missouri, two companies of those who had enlisted for the defence of Lawrence were quartered for nearly three weeks in the room occupied by them as a printing office, without their consent, doing much damage to the printing material, preventing the publication of the paper for that length of time, and making it impossible to continue the other business of the office.

They would also represent that they had at that time a large supply of paper and other printing material at Kansas City, which had just been forwarded from St. Louis. By reason of the marauding companies that infested the road leading from Lawrence to Kansas City during the latter part of November and the first part of December, 1855, they were unable to obtain this paper and material in due season; and before peace was restored a deep snow had fallen and a winter of extreme severity set in, making it impossible to carry any freight between Kansas City and Lawrence for nearly two months; and for the want of this paper which your petitioners were thus prevented from obtaining, they were compelled to suspend the publication of the "Free State" for six weeks, by which they sustained a loss of at least one hundred dollars a week.

And further, that the petitioners have never been indemnified, in whole or in part, for any of the losses above named.

Schedule.

One double medium printing press, inking apparatus, and complete assortment of type for the publication of a newspaper; also, card and job type, cases, galleys, stands, tables, furniture, stove, and fixtures of office, books, accounts, and subscription list, and everything necessary to such an establishment, valued at	-	-	-	\$8,500 00
Fifty files of the "Free State," at \$5 per file	-	-	-	250 00
Files of exchanges and pamphlets	-	-	-	150 00
Paper and stock on hand	-	-	-	300 00
Damage to printing material by companies quartered in the office	-	-	-	50 00
Damage by three weeks' stoppage of paper from the same cause	-	-	-	300 00
Damage for the use of the office by same	-	-	-	50 00
Damage for six weeks' suspension of publication, by reason of being prevented from obtaining paper in due time	-	-	-	600 00
Composition of three pages of the "Free State," standing at the time of the destruction of the office	-	-	-	75 00
				<hr/> <hr/>

Which amounts your petitioners ask may be awarded them under the provisions of an act of the legislative assembly, entitled "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859.

JOSIAH MILLER.
ROBERT G. ELLIOTT.

DOUGLAS COUNTY, ss :

Josiah Miller and R. G. Elliott, being duly sworn, do say that the matters and things set forth in the foregoing petition are true in substance and in fact.

JOSIAH MILLER.
ROBERT G. ELLIOTT.

Sworn to before me and subscribed in my presence this 27th day of April, A. D. 1859.

CALEB S. PRATT,
Clerk of the Probate Court, Douglas County, K. T.

In the matter of the petition of Josiah Miller and Robert G. Elliott.

TESTIMONY.

DOUGLAS COUNTY, ss :

Maurice Hartman, being duly sworn, says: That he is acquainted with the petitioners; that they were citizens of Kansas Territory in

November, 1855, when I came into the Territory, and they have been ever since. They were residing in Lawrence, and engaged in publishing a weekly newspaper called the "Kansas Free State." They had the presses, type, &c., for publishing a weekly paper, and also for job-work. My office was adjoining the publication office of said petitioners. On the 21st day of May, 1856, a band of armed men came into the town of Lawrence, under the command of Sheriff Jones, and called his "posse." A party of this body of men came to the office of the "Kansas Free State." I asked an officer what they were going to do; he replied that they had orders to destroy the press of the "Kansas Free State." A large number—perhaps 50 or 100—went into the office with axes, knocked the press in pieces, scattered and destroyed the type, breaking some of them in their rage, and threw the fragments out of the doors and through the windows. The furniture and fixtures of the office was entirely broken up. They took the books, paper, and the like, and threw them out of the window into the mud; and, as if afraid that that would not destroy them, they cut the books with axes and trampled the paper in the mud and dust. The type were scattered in the street and about the office. Trunks, boxes, everything in the office, were broken up and smashed to pieces. After they were gone I went into the office, and nothing was there but fragments; I should think completely useless for any purpose, and unfit to repair. The work of destruction was thoroughly and completely done. I am a physician by profession, and not a printer or publisher, and reside in Lawrence.

M. HARTTMAN.

Sworn to before me this 28th day of April, 1859.

SAM'L A. KINGMAN,
Commissioner.

F. B. Swift, being duly sworn, says: That he is a printer, and has been for about nine years last past; that on the 21st of May, 1856, the office of the "Kansas Free State" was destroyed by the posse of Deputy United States Marshal Jones, who was also acting as sheriff of Douglas county. On that same day I was in the office, and the work of destruction had been complete. Not a thing remained of value. I considered the press, and everything connected with the office, so entirely broken up and carried away as to be entirely worthless. I had been often in the printing office, and had occasionally worked in it as a printer; was familiar with its contents, and their value generally. The presses, type, cases, furniture, and other things in the office were nearly new, good of their kind, and sufficient for the publication of a weekly newspaper, and the job-work of a job office. The newspaper had a subscription list of —. They issued from 1,000 to 1,200 copies of their paper, which was more than their subscription list, but not much. Such a subscription list was worth one dollar on each paper. The office did business on a credit as well as for cash. Quite a number of files of the paper as published were preserved—I should think from 25 to 50 files; some weeks more

were preserved than others. I would consider the files worth at least \$10 each; would probably sell for more than that. I know nothing of the exchange files. A great many pamphlets were in the office. Don't recollect the amount of paper on hand. A large amount of paper was scattered about the door and in the streets. The room was occupied for two weeks and upwards by the two companies—the "Stubbs," and one other company—of the free-State army, in November and December, 1855. During this time the publication of the paper was necessarily, from this cause, suspended; the office dirtied up, the paper used for pillows and seats, and the type pied. The outside of the paper had been worked off previous to the time of the taking possession as aforesaid. I think the injury to the paper, type, and office by those in possession was worth \$50 to petitioner. I think the publication of the paper was suspended three weeks—certainly two weeks—from the cause aforesaid, and estimate the damage per week by such suspension at \$100 at least. There is not only the loss of profits to be taken into account, but the loss of confidence on the part of the patrons of the paper. I know that shortly after this suspension aforesaid—I believe in January, 1856—the publication of the paper was suspended for some time for the want of paper. I would think the setting up of three pages of a paper of the size of the "Free State" was worth \$75. The press was a large size double medium, and but one in the office; it was a new, good press, and in good order. There was one large standing galley, and one large double stand, and several other stands, chases, and cases, enough for the office. The inking apparatus was a cylinder and stand, two rollers, and roller frames. There were several single metal galleys, sufficient for the uses of the office. I can't say how many tables, chairs, &c.—a good enough supply for the conveniences of the office. The paper was a seven-column paper. There were large fonts of long primer, several hundred pounds—I think 300 or 400 pounds; a large font of brevier, about 300 or 400 pounds; a font of small pica, two cases, over a hundred pounds in weight. There was job letter of many different kinds and sizes, plain and fancy—new; also card type, (a large quantity of this kind of type,) and also several large fonts of head letter. I think the actual cash cost of the press and appurtenances, including all the material of the office here at that time, was about \$2,000. This estimate does not include any stock on hand or the subscription list, but does the transportation. I don't know that, in the difficulties that were prevailing in the Territory for six months after the destruction of the press, it would have been possible to replace the press without a large extra expense, equal in amount, at least, to the value of the press. The country was infested; hardly a train could reach here; a printing office, or anything that savored of freedom, was contraband, and could hardly have been brought into the Territory even by the tedious land route through Iowa and Nebraska. It would have been next to impossible to get it up the river. I don't think the office could have been put in as good order, with as good material, as before its destruction, at that time, and under all the circumstances, for less than \$8,000. The office was worth four or five times as much as the "Kansas Tribune;" was not so good as the "Herald

of Freedom." I would hardly be willing to give the figures as to their relative value. The "Free State" office was worth, perhaps, two-thirds as much as that office. In this estimate I do not include the power-press in the "Herald of Freedom" office. In establishing a paper like the "Free Press" considerable expense is incurred the first year beyond the cost of the office and its income. After the paper has got character and reputation it becomes more valuable, and a source of profit. In valuing a printing office, it is usual to take into consideration the good-will of the office, the amount of business it is doing, and the prospects of business of the office. In valuing a newspaper and job printing office, it may not be worth the cost of the office and materials, and it may be worth ten times the cost of the office, depending upon the patronage, good-will, and business of the establishment, and its prospective advantages. Under all the circumstances set forth in the petition, I do not consider the amount claimed by petitioners in their first item (\$8,500) is too much for the losses of petitioners, nor an unreasonable charge.

F. B. SWIFT.

Sworn to before me this 28th day of April, 1859.

SAM'L A. KINGMAN,
Commissioner.

Joseph J. Boyer, being first duly sworn, says: He resides in Lawrence; is a printer by trade, and has been about thirteen years. I came to the Territory with the petitioners. We landed at Kansas City the 23d of November, 1854, and reached Lawrence about a week after. They brought the press with them from Cincinnati, and I came in their employ as printer. They commenced the publication of a newspaper called the "Kansas Free State" in Lawrence about the 1st of January, 1855, and continued its publication, with some interruptions, until the 21st of May, 1856, when it was destroyed. I remained in their employment till the fall of 1855. They had a good hand-press, an assortment of newspaper and job type, and furniture, cases, racks, chases, galleys—everything necessary to carry on the printing business for a weekly paper, and a good job office. I was in the office shortly before the 21st of May, 1856, and everything was in good condition as usual. On the 21st of May the Missourians came into town, and their acts—are they not written in the history of the country? On the next day, or soon after, I saw the office; the press broken up, type scattered in the street, and books and papers scattered about and injured. There appeared a pretty large amount of paper scattered between the printing office and the river for a long time. During the Wakarusa war, while the country was in a state of war, the printing office was occupied by two companies of free-State militia. I was one of the men of one of the companies, called "Stubbs." They necessarily did some damage to the materials in the office; defacing paper, pied some type, and doing damage to the amount of \$50 at least. The occupancy of the premises by the troops necessarily suspended the publication of the paper while they re-

mained, at least two weeks, if not longer. Damage from loss of business and suspension of paper, per week, would, in my judgment, be \$75, at least. Petitioners kept files of the "Free State;" I don't know how many; each file would be worth \$4 or \$5 per file. I recollect that files of exchanges were kept; quite a large number were received; probably 100. The night the Wakarusa war closed a snow fell, and it was very cold, sufficient to stop the mails and all communication between this place and Kansas City, and that it would be almost impossible to carry freights from there here. The "Free State" was stopped for some length of time for want of paper to print it on; I don't recollect the length of time. I think that of the paper nearly two pages were advertising usually. The composition of three pages, including two pages of advertisements, would cost about \$60, and the other cost attending the setting up so much matter would be probably as much more. I was slightly acquainted with the "Herald of Freedom" printing office at that time. I think the "Herald of Freedom" printing office was not more than one-fourth more valuable than that of the "Free State." I have seen both offices, and given a cursory glance at the "Herald of Freedom" office. I have read the petition. It was difficult to ship through Missouri anything like a printing office in the summer of 1856. As a general thing, an editor would consider a subscription list of one thousand subscribers, at \$2 each, as worth \$1,500. I can't state whether credits were given or not. I now recollect that Mr. Elliott gave me some accounts to collect while I was in his employ. The office was worth \$2,500 at the time it was destroyed, and I think it would have cost \$3,000 to have replaced it at that time in this place, on account of the difficulty of transportation through Missouri. When I spoke of a subscription list of 1,000, at \$2 each, being worth \$1,500, I meant that that was what would be expected to be realized from such a subscription altogether. I think each subscriber would be worth \$1 50 each on a subscription. The "Free State" had as good prospects as any in the Territory at that time. There were 1,000 subscribers to the "Free State;" between 800 and 1,000. The publication of the "Free State" was suspended twice besides those times it was stopped by the occupation of the troops, and while waiting for paper from Kansas City, after the Wakarusa war, one week each time, and I think other times. There was in the office about 50,000 ems of long primer type; no minion or bourgeoisie; 75,000 ems bavier; probably 100,000 ems of bavier; a small font of small pica, about 30,000 ems. This made the stock of the type in the printing office, both newspaper and book office, except fancy letters. In the job office there were several fonts of type of different sizes—some large, for posters, handbills, &c.; I could not tell what quantity. The press was nearly new—Foster's hand press. The size of the paper was double medium, and full size, seven columns on each page, taking about 2,500 or 3,000 ems to the column.

JOSEPH J. BOYER.

Sworn to before me this 28th day of April, 1859.

SAM'L A. KINGMAN, *Commissioner.*

William Hutchinson, sworn, says : That he knows of the destruction of the "Free State" by the "posse" of Jones on the 21st of May, 1856. The circumstances, or some of them, attending their acts in Lawrence are set forth in my deposition in the case of Eldridge. I was often in the office of the "Kansas Free State;" have some knowledge of the business; have been a publisher heretofore; I would not think petitioners' estimate were too high for their losses, taking into view all the circumstances at the time, the difficulty of transportation, and the loss and breaking up of their business. I was in the office when the military companies were in there. They were doing mischief to paper, type, cases, chases, &c.; I should think damaging it to the amount of over \$100. It was impossible to publish a paper while so occupied by the troops. The damage per week for such suspension of paper and jobbing office would probably be \$100. After the 21st of May I do not suppose that a printing press could have been got through Missouri that summer unless concealed. I should think at that time, and under the circumstances, it would then have cost six thousand dollars to replace the press and appurtenances in the condition of the "Kansas Free State" prior to its destruction. I think a subscription list of 1,000 would be worth \$1,500 at least. For the use of the room two or three weeks by the troops I should think \$50 or \$75 would be a fair price. I was acquainted with the "Herald of Freedom" office, and, leaving out the power press and steam-engine accompanying it pertaining to the "Herald of Freedom" office, I should think the "Free State" office was worth three-fourths as much as the "Herald of Freedom" office.

WM. HUTCHINSON.

Sworn to before me this 28th day of April, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Miller & Elliott.

DOUGLAS COUNTY, ss:

Charles T. Garrett, being duly sworn, says : That he is a printer by trade; has worked at the business some seven or eight years, off and on; worked in the office of petitioners, on the "Kansas Free State." I was employed by the "Kansas Tribune" office, but we used the press of the "Free State," and sometimes the type of that office. I worked thus till the spring of 1856, and after that occasionally in the office of the "Free State," till it was destroyed in May; was familiar with the office, its materials, &c. It was a good office; full set of type; more than was needed; a good set of job type, too. On the 21st of May I saw men in the office throwing the papers into the street, and carrying the type in cases down to the river. The office was totally and entirely ruined; every article so broken as to be incapable of being repaired. Saw a portion of the printing paper

carried to the Free State hotel to set fire to the hotel with; saw a few bundles of paper—don't know how much. A number of bundles were in there; I can't say how much. The street from the office to the river was covered with paper till it looked white. From the 21st of April, 1856, and till the middle of September, the condition of the Territory was such that it would have been difficult, and almost impossible, to ship a press and materials here. It was very difficult to get flour here; more so to get a press to print an "abolition sheet" on, as free-State papers were called. I think it would have been pretty certainly lost if shipped by the river, and very unsafe if brought by way of Iowa and Nebraska. I have been over the Iowa and Nebraska route, and the cost, within the time above specified, of transporting a press and materials from the east by that route would be equal to three times the original cost, in my opinion. At the time of the shipment of the "Kansas Free State" to the Territory freights were high, as was commission and insurance also. The freights alone on the Missouri river were \$2 per cwt. The office and appurtenances of the "Free State" here on the 21st of May, 1856, were worth between \$2,000 and \$3,000. This includes freights, charges, commission and insurance, being the original cost of the same, and the cost of getting it here, but does not include the paper and ink on hand, the subscription list, books and accounts, or good will of the office. I was frequently in the "Herald of Freedom" office; was somewhat acquainted with it. Excluding the power press and engine of the "Herald" office from consideration, I should think that the "Herald" office was worth one-fourth more than the "Free State" office. The power press of the "Herald of Freedom" was an old concern, and not worth much. Petitioners kept files of their paper; I don't know how many. When the office was first opened Mr. Elliott kept a large number of files. I think—that is, it is my impression—that the "Free State" had 1,200 or 1,400 subscribers. I had no means of knowing certainly. This subscription list I would think worth \$1 each subscriber. This is a part of the good will of the office. The business was done mostly on a credit. The account books and subscription list were destroyed. The office was occupied in November and December, 1855, for two or three weeks for quarters and drilling purposes by the free-State companies, necessarily suspending the publication of the paper, and injuring the establishment to the amount of over \$100 per week.

CHARLES T. GARRETT.

Sworn to before me this 30th day of April, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Henry Leis, sworn, says: That he is a printer by trade; was working in the office of the "Kansas Free State" at the time it was destroyed, and had been for over a year previous; it was a complete newspaper office, with a good assortment of job type for labels, posters,

cards, &c.; I should think the office and appurtenances of the office were worth \$2,000; I had worked a year before in the "Herald of Freedom" office, and think that, excluding the power press and engine, the "Free State" office was worth seven-eighths as much as that of the "Herald of Freedom." After I quit the "Herald of Freedom" office; I had been in that office, from time to time, nearly up to the time of its destruction; knew its condition and materials. There was considerable paper destroyed with the "Free State" office; I think a dozen bundles, worth \$12 per bundle. There was other job paper in the office; don't know how much, or its value. There were cards also, and ink—news and job ink; don't know how much. I think the stock of the office—paper, ink, and cards—was worth \$300. When the paper was destroyed nearly two pages of advertising was set up, and one page of reading matter; the cost of setting it up was \$75.

HENRY LEIS.

Sworn to before me this 30th day of April, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Miller & Elliott.

1. Petitioners claim in this case for loss of "Free State" printing press, office, and job office furniture, fixtures, books, &c.....	\$8,500
2. 50 files of the "Free State," (preserved).....	250
3. Files of exchanges and pamphlets.....	150
4. Paper and stock on hand.....	300
5. Damage to printing material by companies quartered in the office.....	50
6. Damage by three weeks stoppage of paper from same cause.	300
7. Damage for use of office by same.....	50
8. Damage for six weeks suspension of publication by reason of being prevented obtaining paper in due time - - -	600
9. Composition of three pages of the "Free State," standing at the time of the destruction of the office.....	75
	10,275
	10,275

Upon the whole proof in the case, rejecting such items as are not legitimately within the intendment of the law, and averaging the proof upon the other items charged and proven, the board allow and award 3,925 00
 Add interest, 2½ years, at 6 per cent., as damages..... 588 75

Total award 4,513 75

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

No. 232—A.

List of articles burned at Osawatomie in September A. D. 1856, by General Reed's army, and articles stolen at Leavenworth City, June, 1856, belonging to C. L. Edwards.

Sept., 1856—House at time Osawatomie destroyed.....	\$300
Trunk broken open at Leavenworth and contents stolen, one medicine chest	10
Clothing and sundries	25
	335
Damages	100
	435

APRIL SESSION, HELD AT LAWRENCE.

TERRITORY OF KANSAS, *Douglas county, ss :*

To the commissioners of claims under act of February 7, A. D. 1859.

Charles L. Edwards, your petitioner, represents that he is a citizen of Kansas Territory, and has been a citizen thereof since December A. D. 1855, and is now a resident of Douglas county.

Your petitioner further represents that he was the lawful owner of the property described in the schedule herunto annexed, marked A, and made part of this petition, at the time of the several dates therein set opposite each item. That said property was wrongfully and unlawfully burned and stolen from your petitioner during and in consequence of the disorders which prevailed in said Territory from November 1, 1855, to December 1, 1856, at the several times and in the manner set forth in said schedule, and that the several prices set opposite each item is a true and correct value thereof. Your petitioner further says that he has received no compensation for the same, nor any part thereof, and that he believes he is entitled to three hundred and thirty-five dollars (\$335) for his loss of property so burned, destroyed, and stolen, and one hundred dollars (\$100) for his damages which resulted therefrom, which amount of four hundred and thirty-five dollars (\$435) your petitioner prays your honorable body to audit and certify as his claim.

C. L. EDWARDS.

Sworn to and subscribed before me this 30th day of April A. D. 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Charles L. Edwards.

LYKINS COUNTY, ss :

Samuel Geer, being duly sworn says: That on the 30th day of August, 1856, the petitioner, Charles L. Edwards, was the owner of a house in the town of Osawatomie, Kansas. It was what is called in this country a Cincinnati house; that is, a house framed and prepared ready for putting up. This house was put up in town complete and finished. My recollection is that it was 14 by 16 or 18 feet, and was built of pine. It was worth, in my judgment, \$300. This house was burned down on the 30th day of August, 1856, by Reed's army. It was entirely destroyed.

SAMUEL GEER.

Sworn to before me May 20, 1859.

SAML. A. KINGMAN,
Commissioner.

William Chestnut, being duly sworn, says: That the petitioner was a citizen of Kansas on the 30th August, 1856, and that he has read the foregoing deposition of Samuel Geer, that the statements therein are within his own knowledge and are true. That the valuation affixed to the house is a correct one, in his judgment.

WILLIAM CHESTNUT.

Sworn to before me May 20, 1859.

SAM'L A. KINGMAN,
*Commissioner.**In the matter of the petition of Charles L. Edwards.*

DOUGLAS COUNTY, ss :

Shalon W. Eldrige, being first duly sworn, says: That he was present in Kansas City when petitioner bought what is called a "Cincinnati house," being a house ready to put up, of Simmons & Leadbeater. To the best of my recollection he was to pay \$150 to \$250 for the house in Kansas City. Those houses were of pine; its exact size I don't know. It was purchased to put up at Osawatomie, to secure a lot in that place. I know nothing of the taking of the trunk at Leavenworth, except by hearsay. It was reported to have been taken.

S. W. ELDRIGE.

Sworn to before me April 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Charles L. Edwards.

Petitioner claims for one house, destroyed by burning of Osawatomie	-	-	-	-	-	-	-	\$300
Trunk contents, stolen in Leavenworth, viz:								
Medicine chest, \$10; clothing, &c., \$25	-							35
								<u>335</u>
								<u>335</u>

The proof as to destruction of building definite. Its value was about \$300, probably. No evidence offered as to medicine chest and clothing. Upon all the evidence the above amount is allowed as claimed, interest being included. Total award \$335.

EDW'D HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

JUNE 22, 1859.

No. 233.—A.

List of articles stolen from the claim of G. W. Deitzler, by a body of armed men, May 21, 1856.

4 double blankets	-	-	-	-	-	-	\$24 00
6 Sharpe's rifles	-	-	-	-	-	-	180 00
1 box of books	-	-	-	-	-	-	40 00
1 buffalo robe	-	-	-	-	-	-	6 00
Clothing and bedding	-	-	-	-	-	-	50 00
Sundries	-	-	-	-	-	-	25 00
							<u>305 00</u>
Damages, as per estimate	-	-	-	-	-	-	100 00
							<u>405 00</u>
							<u>405 00</u>

APRIL SESSION, HELD AT LAWRENCE.

KANSAS TERRITORY, *Douglas County*:

To the commissioners of claims under act of February 7, A. D. 1859:

Your petitioner, G. W. Deitzler, represents that he is a citizen of Kansas Territory, and has been a citizen thereof since March, A. D. 1855, and now resides in Douglas county.

Your petitioner further represents that he was the lawful owner of the property described in the schedule hereunto attached, marked A,

and made part of this petition, at the time of the several dates set opposite each item. That said property was wrongfully and unlawfully taken from your petitioner during and in consequence of the disorders which prevailed in said Territory from November 1, A. D. 1855, to December 1, A. D. 1856, at the several times and in the manner set forth in said schedule, and that the prices set opposite each item is a fair value for the same.

Your petitioner further says that he has received no compensation for the same, nor any part thereof, and that he believes he is entitled to \$305 for his loss of property so stolen, and \$100 for his damages which resulted therefrom, which amount of \$405 your petitioner prays your honorable body to audit and certify as his claim.

G. W. DEITZLER.

Sworn to and subscribed before me this 30th day of April, 1859.
EDW'D HOOGLAND,
Commissioner.

In the matter of the petition of George W. Deitzler.

DOUGLAS COUNTY, ss :

Samuel Y. Lum, being sworn, says: He is acquainted with the petitioner; that he is a citizen of Kansas, and has been since the spring of 1855. On the 22d May, 1856, I was living where I could see Mr. Deitzler's house distinctly, about a mile and a half westerly from Lawrence. I saw a party from the army, under the command of Donaldson, numbering six or ten, go to the house of Mr. Deitzler, enter the house, bring out papers and other things; I could not distinctly see what, except the papers that were flying about. They seemed to have things with them when they left in the direction of Lecompton. They remained awhile in and about the house, then mounted their horses and departed. Some of them went to Dr. Day's house.

Mr. Deitzler, at that time, was a prisoner at Lecompton, having been arrested the day before.

SAM'L Y. LUM.

Sworn to before me April 3, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of George W. Deitzler.

DOUGLAS COUNTY, ss :

George W. Deitzler, the petitioner, being sworn, says: That on the 21st May, 1856, he was arrested in Lawrence by Deputy Marshal Fane, taken to Lecompton that evening, and held a prisoner four months; and,

on my return, the articles mentioned in my petition were gone from my house. My house is on my claim, about a mile and a half from Lawrence. The articles set forth in my petition were my property, and of the value set down to them in my petition, except the Sharpe's rifles; they were in my possession in this manner: In the spring of 1855 I was sent by a company of men to Massachusetts to buy 100 Sharpe's rifles. The men who sent me were to pay expenses. I paid my own expenses, and part of the freight on the rifles, amounting to about \$200. I was not reimbursed, and retained the Sharpe's rifles for my expenses and outlay. I have no witness knowing of my losses.

G. W. DEITZLER.

Sworn to before me April 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of George W. Deitzler.

The petitioner claims in this case for articles lost, May 22,	
1856	\$305 00
Damages from such loss	100 00
	<u>405 00</u>

The board are satisfied as to the losses having been sustained. The petitioner was a prisoner at the time, and detained so long in custody that he could not look up proof of what became of his property, and when.

The testimony of Mr. Lum shows that his house was broken open by a detachment from the marshal's posse, on the day after the sacking of Lawrence. It is in proof, in numerous cases before this board, that the houses in the neighborhood of Lawrence about that time were entered and searched for arms, by command and under instructions from Governor Shannon, and that under the pretence of searching for arms the parties usually helped themselves to whatever suited their wants, and wantonly destroyed other property. From such general conduct we have no hesitancy in believing that the men who visited the house of petitioner on the 22d May exercised their usual skill in availing themselves of the property in the house and appropriating it to their own use.

From this general proof and the proof in this case we award	
for loss of property	\$305 00
Interest on same, 2½ years, at 6 per cent	45 75
Total award	<u>350 75</u>

SAMUEL A. KINGMAN.
EDWARD HOOGLAND.
HENRY J. ADAMS,

MAY 3, 1859.

No. 234.

ACCOUNT FOR LOSSES AND DAMAGES.

TERRITORY OF KANSAS, *Douglas County*, ss:

To the commissioners appointed to audit and certify claims under the provisions of "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859, to audit and certify all claims for the loss of property taken or destroyed, and damages resulting therefrom, during the disorder that prevailed from November 1, 1855, to December 1, 1856.

Absalom W. White, complainant, states: That on the 1st day of August, A. D. 1856, and for some time previous thereto, he was an actual resident citizen of Douglas county and Territory aforesaid, and still is an actual resident citizen of said Territory, and was, on the 1st day of August, A. D. 1856, the actual owner, and in the peaceable enjoyment, of the following property, to wit:

A lot of bed and bedding clothes and provisions, in his cabin, on his claim, near Bloomington, in this county, of the value of \$150. And that some time in August, 1856, some person, to your complainant unknown, came, took, and carried away the said bed and bedding, wearing apparel, clothes and provisions of complainant, of the value of \$150. And that, from the best information that he could get, said goods were taken by a portion of Colonel Buford's men.

Complainant further states, that owing to the difficulties in Kansas, he was compelled to enter the army in defence of the people, and that being ordered into an engagement with the invaders of our soil, and in said engagement he lost his left arm, by which he says he is damaged \$5,000. He, therefore, asks the commission to allow him the sum of \$5,150, his loss and damages aforesaid.

He says that the matters and facts set forth in the above petition are true, in substance and in fact.

ABSALOM ^{his} + WHITE.
mark.

Sworn to before me April 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Absalom W. White.

DOUGLAS COUNTY, ss:

Andrew White, being sworn, says: Petitioner is a citizen of this Territory, and has been since 1854. I am his father. In the month of August, 1856, he came with his wife to my house to stay all night.

When he went back next morning, his house was robbed; these here ruffians were round here then, robbing and killing people. It was about eight miles from his house to Lawrence, and the whole country was full of the army that burned Franklin. They took all my son's broadcloth clothes, fine clothes, blankets, and also a parcel of his wife and children's clothes. A breastpin, worth, as I was told, \$25, was missing. I was at his house the day after the robbery. Good many things were missing; I can't state all. Provisions were taken also; I think about \$150 worth were taken in all.

Petitioner had his arm shot off the same fall, by Titus's men.

ANDREW ^{his} X WHITE.
mark.

Witness: SAMUEL A. KINGMAN.

Sworn to before me April 30, 1859.

SAMUEL A. KINGMAN.

Petitioner offered to prove loss of arm and damages, but was ruled off. S. A. K.

In the matter of the petition of Absalom W. White.

Petitioner claims for loss of property	-	-	-	\$150 00
Loss of arm	-	-	-	5,000 00
				150 00
The board award the claim for loss of property	-	-	-	150 00
But think they have no right to take into consideration the loss of his arm, or damages therefor.				
Interest on \$150, 2½ years, at 6 per cent.	-	-	-	22 50
				172 50

SAMUEL A. KINGMAN.
EDWARD HOOGLAND.
HENRY J. ADAMS.

MAY 4, 1859.

No. 235.—A.

List of articles and property stolen, destroyed, and injured, during the season of 1856, by the bodies of armed men infesting the country, belonging to Thomas R. Herd.

September, 1856 :

8 acres of corn injured by said bodies of armed men ; throwing down fences and carrying away same.....				\$100 00
Ox killed by free-State army.....				40 00
Cow and calf shot by Border Ruffians.....				30 00

One feather bed, one bolster, two pillows, one boiler, and quilts, stolen by same.....	\$27 00
Two buffalo robes, \$8; one bolt shirting, \$3; one pair blankets, \$8; stolen by same.....	19 00
Provision and board taken by fear and compulsion	25 00
One heifer killed by same.....	25 00
	<hr/>
	277 00
	<hr/> <hr/>

APRIL SESSION, HELD AT LAWRENCE.

KANSAS TERRITORY, *Douglas County, ss:*

To the commissioners of claims under act of February 7, A. D. 1859.

Your petitioner, Thomas R. Herd, represents: That he is a citizen, and was, on the 21st day of November, A. D. 1855, a citizen of Kansas Territory, and has, ever since that time, resided in said Douglas county.

Your petitioner further represents that he was the lawful owner of the property described in the schedule hereunto attached, marked A, and made part of this petition, at the time of the several dates therein set opposite each item.

That said property was wrongfully and unlawfully taken from your petitioner, during, and in consequence of, the disorders which prevailed in said Territory from November 1, 1855, to December 1, 1856, at the several times and in the manner set forth in said schedule; and that your petitioner has received no compensation for the same or any part thereof. That your petitioner believes he is entitled to two hundred and sixty dollars for his loss of property so taken, stolen, and destroyed, and one hundred dollars for his damages which resulted therefrom. Which amount of three hundred and sixty dollars your petitioner prays your honorable body to audit and certify as his claim, as before specified.

THOMAS R. HERD.

Sworn to and subscribed before me this 30th day of April, A. D. 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Thomas R. Herd.

TESTIMONY.

DOUGLAS COUNTY, *ss:*

Theophilus Edwards, sworn, says: He is acquainted with petitioner; that he is a citizen of Kansas Territory, and has been for four years

last past. He lives on the road from Lecompton to Lawrence, eight miles from the latter place. My claim is adjoining that of petitioner. In September, 1856, the army of pro-slavery men fled away and destroyed a great deal of corn for petitioner; I don't know how much; about twelve acres, I guess, in the field. About half of it was destroyed. It was sod corn, but a good crop; would have yielded about forty bushels per acre, and was worth \$1 per bushel in the field. In September, 1856, I was in the town of Lawrence, and while there saw the ox of Mr. Heard killed by members of the free-State army, then in Lawrence, for beef; the ox was worth \$45 or \$50. I don't know how they got the ox; I don't know whether it was voluntarily given to them by Mr. Herd or stolen; know nothing about it. He had, at same time, a cow and calf, worth \$30. When I went back it was gone; I don't know what became of it; it was missing. He lost, about the same time, a heifer, worth \$25. I heard his house was plundered, but don't know anything about it personally. I was in Lawrence at the time; had fled here for safety.

THEOPHILUS ^{his} + EDWARDS.
mark.

Witness: SAMUEL A. KINGMAN.

Sworn to before me April 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

John Edwards, sworn, says: I don't recollect about the loss of petitioner's corn. I know that petitioner had an ox; he was driven down to town with other cattle. The free-State men took him down to the ravine to slaughter him for beef; he was worth \$45 or \$50. I guess he was taken from Herd by force to feed the army here. This was about the time Judge Wakefield's house and others were burned. About the same time he had a cow and calf which were missing. She was lying about Herd's house a week or two, unable to get up, and died; she was wounded, which was the cause of her being unable to get up. She was worth \$25 or \$30. The calf died. I know that he lost a heifer during the troubles; I don't know what became of her; she was worth \$25. I don't know of any other losses. I have heard of his house being robbed, but don't know anything about it.

JOHN ^{his} + EDWARDS.
mark.

Witness: SAMUEL A. KINGMAN.

Sworn to before me April 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Thomas R. Herd.

Damage to field of corn.....	\$100 00
One ox killed.....	40 00
One cow and calf.....	30 00
Sundries stolen from house.....	27 00
Sundries stolen from house.....	19 00
Provisions and board, &c.....	25 00
One heifer killed	25 00
	<hr/>
	266 00
	<hr/> <hr/>

The commissioners think the damage to the corn and the loss of the ox are proven, but reject the other items for want of proof.

Damage to corn.....	\$100 00
Ox killed.....	40 00
	<hr/>
	140 00
Interest at 6 per cent, 2½ years.....	21 00
	<hr/>
Total award.....	161 00
	<hr/> <hr/>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

No. 236.

ACCOUNT FOR LOSSES AND DAMAGES.

TERRITORY OF KANSAS, *Douglas County, ss :*

To the commissioners appointed to audit and certify claims under the provisions of "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859, to audit and certify all claims for the loss of property taken or destroyed, and damages resulting therefrom, during the disorder that prevailed from November 1, 1855, to December 1, 1856.

Andrew White, complainant, states that, on the 14th day of September, A. D. 1856, and for some time previous thereto, he was an actual resident citizen of Douglas county and Territory aforesaid, and still is an actual resident citizen of said Territory, and was, on the 14th day of September, A. D. 1856, the actual owner, and in the peaceable enjoyment, of the following property :

1 bay mare, of the value of	-	-	-	-	\$150
1 lot of hogs	-	-	-	-	100
3 acres of corn	-	-	-	-	150
					<hr/>
Of the aggregate value of	-	-	-	-	400
					<hr/> <hr/>

That the said property, of the value aforesaid, was taken and lost to petitioner in the following manner: An army of drunken, murdering brutes, in the shape and form of men, invaded the neighborhood of affiant, who was at the time living on his farm near Bloomington, in said county, some ten miles southwest of Lawrence, under the command of one Reed, from the State of Missouri, and took, carried away, eat, and destroyed said property of the value aforesaid.

Affiant further states that, by the loss of said property, he was greatly damaged, over and above the value of said property, to the amount of two hundred dollars.

Affiant therefore asks your honorable board to allow him the sum of \$600 for his losses and damages resulting therefrom; that amount being reasonable.

Affiant further states that he has never recovered any of said property, or received any remuneration therefor.

ANDREW ^{his} + WHITE.
mark.

Witness: SAMUEL A. KINGMAN.

Sworn to before me April 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Andrew White.

DOUGLAS COUNTY, ss:

Absalom W. White, being sworn, says: He is a son of petitioner, 28 years old; that petitioner is a citizen of this Territory, and has been since 1854. In the months of August and September, 1856, he lost a bay mare, worth about \$150, and also two, three, or four acres of corn; it was splendid corn, growing in the field. Petitioner at the time was living near Bloomington on his claim. Reed's army, and detachments therefrom, were encamped about a mile from my father's house; a large number of them at the time the horse was missing. I don't know how the horse went; but, from the general conduct and custom of those men encamped there, I have no doubt they took the horse. They just came into the field and took the corn. The corn would have yielded fifty bushels per acre, and was worth a dollar a bushel in the field. There were about three acres taken, as near as I can judge; it was old-ground corn. The heads and skins of the hogs were found in the brush near the camp of the men aforesaid. I don't know how many were lost; seven or eight or more were missing, worth \$10 apiece. They were large hogs. He has never got pay for this to my knowledge.

ABSALOM W. ^{his} X WHITE.
mark.

Witness: S. A. KINGMAN.

Sworn to before me April 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Andrew White.

Petitioner claims in this case for one bay mare - - -	\$150 00
1 lot of hogs - - - - -	100 00
3 acres of corn - - - - -	150 00
Damages - - - - -	200 00
	<hr/>
	600 00
	<hr/>
The board allow for the mare - - - - -	150 00
For the hogs - - - - -	70 00
For 3 acres of corn, 40 bushels per acre, at \$1, less 10 cents cost of gathering - - - - -	108 00
	<hr/>
Claim for damages inadmissible.	328 00
Interest on same, 2½ years, at 6 per cent. - - - - -	49 20
	<hr/>
Total award - - - - -	377 20
	<hr/>

SAM'L A. KINGMAN.
EDW'D HOOGLAND.
HENRY J. ADAMS.

MAY 3, 1859.

No. 237.

To the commissioners of claims under the act of February 7, 1859 :

The undersigned, Henry M. Simpson, being duly sworn, saith : That he is a citizen of Kansas Territory, and has been such citizen ever since the month of October, 1855 ; that he has sustained loss and damage by reason of the taking or destruction of his property during the disorder which prevailed in the Territory from November 1, 1855, until December 1, 1856, viz : That on the 15th day of September, or thereabouts, 1856, deponent was residing on the same farm where he now resides, on the California road, about three miles west from Lawrence, and had in his possession there, of his own property, one bay horse, fair size, about seven years old, sound, and worth then, the actual value thereof, \$150 ; I paid that for him ; also one saddle, worth \$12 ; one bridle, worth \$2 50 ; and about 350 feet of lariat rope, worth \$10. That on the dispersion of General Reed's army of 2,700 men under orders of Governor Geary, at Franklin, a few miles east of where I live, a regiment or detachment of said Reed's men passed westward along the California road on their way to Lecompton, to cross over on their way to Atchison and northern Missouri, and as they passed along said road they robbed the settlers of their property, stole horses, cattle, and such things as they desired, and killed David C. Buffum, one of my neighbors, for objecting to their proceedings or interceding for the retention of his horse ; said men in passing my

house and premises took therefrom the horse, saddle, bridle, and lariat rope aforesaid, and of the value aforesaid, and took the same away with them ; I never recovered said property or any part thereof, nor have I ever received any compensation therefor.

HENRY M. SIMPSON.

Sworn to before me this 30th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

DOUGLAS COUNTY, ss :

Samuel N. Simpson, being duly sworn, saith : That he has heard read the foregoing petition of Henry M. Simpson and that the statements therein made as to the citizenship of said Henry M. Simpson, the ownership of a horse by him, and other property specified, (which deponent believes to have been the then fair cash value thereof,) the assembling and dispersion of Reed's army, and the passage of a detachment thereof along the California road past the house of said Henry, are facts within the knowledge of this deponent, and that the same are true ; the same day I heard that Henry's horse was taken, and went there that night ; next day we went (my brother and I) to see if we could not recover the same ; the horse and property mentioned was never recovered ; we did not dare follow all the way to Lecompton, as parties of reckless desperadoes yet occupied the road, the followers of the plundering army.

S. N. SIMPSON.

Sworn to before me this 30th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Henry M. Simpson.

Petitioner claims for one horse	-	-	-	-	-	\$150	00
One saddle	-	-	-	-	-	12	00
One bridle	-	-	-	-	-	2	50
350 feet lariat rope	-	-	-	-	-	10	00
							<hr/>
						174	50
Add interest, 2½ years, at 6 per cent.	-	-	-	-	-	26	25
							<hr/>
						200	75
							<hr/> <hr/>

The above is fully proven and allowed.

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

To the commissioners of claims under act of February 7, 1859:

The undersigned, Samuel N. Simpson, being duly sworn, saith : That he is a citizen of Kansas Territory, and has been such citizen ever since the month of September, 1854. Deponent resides now about a mile from Lawrence, but in 1856 resided in the city.

Deponent further says that he has sustained loss and damage by reason of the disorder which prevailed in the Territory from November 1, 1855, till December 1, 1856, by the taking or destruction of his property.

Deponent further saith that on the 21st day of May, 1856, he was residing in Lawrence as aforesaid, and occupied a room in the Free State hotel, which was on that day destroyed by fire by the posse under command of Sheriff Jones. That in his room he had, of his own sole and individual property at the time aforesaid, the following property, viz :

A lot of wearing apparel, consisting of coats, pants, and other articles, worth \$100 or more; about 35 books, consisting of Webster's Dictionary, Shakespeare's Works, and numerous miscellaneous books, actually worth in all as much as \$60; trunk, shaving case, &c., worth \$25; one target rifle, for which deponent paid \$70, worth that sum; one gold watch, \$75; one Sharpe's rifle, \$30.

Deponent further saith that he remained at said hotel until the large posse arrived and planted their cannon in front of the hotel and took possession of the building. As Jones and the leaders of that mob had dined at that hotel a few hours before, as Colonel Eldridge's guests, and then gave no intimation of their ulterior designs, deponent could not believe until the last moment that they intended to destroy the building. When they gave Eldridge an hour and a half to get his family out, I went with a man to get my things out of my room; I sent out my target rifle first; at the door, as he went out with it, the posse took that rifle from my servant; general possession of the rooms in the house was then taken by the mob. At request I then accompanied two lots of children (one sick) across the ravine to a place of safety, out of the reach of the cannon balls, and returned to the hotel and took a bag of crackers, 10 boxes of sardines, and 4 bottles of wine from the cellar, by Eldridge's direction, and took them over to the place where the women and children were assembled, on the claim of Gaius Jenkins. As I was carrying those crackers, &c., on my back, and about half way to where the children were, the first shot was fired from the cannon at the hotel. The ball passed over the hotel and fell not more than a rod or a rod and a half from where I then was. I soon returned and found that the building was in flames. It was totally destroyed, and all the property mentioned above belonging to me was then and there taken or destroyed. I have never received any compensation therefor from any source whatever.

S. N. SIMPSON.

Sworn to before me this 30th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

DOUGLAS COUNTY, ss :

Henry M. Simpson, being duly sworn, saith : That he knows the general facts and circumstances above detailed to be true. Petitioner is my brother. I was in his room in said hotel frequently, almost daily; know that he had property such as mentioned in petition. His apparel was worth \$100; his trunk and little fixtures probably \$25 more. He had a lot of valuable and well bound books, that could not be replaced for less than \$60. He had the two guns mentioned, one of them a noted Chicago shooting rifle, and the other an ordinary Sharpe's rifle; the first was worth \$75, the other \$30; the watch I knew, it was worth about \$75, he paid that for it, as I understood.

I never saw any of that property after the destruction of the hotel. It was all there on the 20th of May, for that afternoon I spent with my brother at his room aforesaid.

HENRY M. SIMPSON.

Sworn to before me this 30th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Samuel N. Simpson.

Petitioner claims for property destroyed on 21st May, 1856 :

1 trunk of wearing apparel	-	-	-	-	\$100 00
35 books	-	-	-	-	60 09
Trunk, shaving case, &c.	-	-	-	-	25 00
Target rifle, \$70; gold watch, \$75; Sharpe's rifle, \$30	-	-	-	-	175 00
					<hr/>
					360 00
Add interest, 2½ years, at 6 per cent	-	-	-	-	54 00
					<hr/>
Total award	-	-	-	-	414 00
					<hr/> <hr/>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

No. 239.

To the honorable board of commissioners appointed in pursuance of an act of the legislative assembly of the Territory of Kansas, entitled. "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859.

Your petitioner, Abraham Wilder, respectfully represents: That he has been a citizen of Douglas county, Kansas Territory, since March

21, 1855; residence one mile west of Lawrence. That on the 18th of May, A. D. 1856, the said Wilder was hunting stock with a fancy saddle horse, near the California road, where he was robbed of said horse, saddle, and bridle (valued at \$175) by a company of men who were forcing G. W. Brown, Jenkins, and others to Lecompton as traitors.

On the 20th of May, A. D. 1856, when your petitioner and family were at tea, a company of armed men, claiming to belong to Colonel Titus's company, rode into his yard, cut the halters of a match span of black horses and led the same away, threatening to shoot the first one that came in their way; said horses were worth \$400.

On the 21st May your petitioner had a very nice carpet and plush rug burned in the Free State hotel, he having loaned it to C. Robinson, to furnish a room for one of the investigating committee which were sent out here by Congress, said property was worth \$40.

On the 7th of June, A. D. 1856, your petitioner had a mule picketed near his house, which, with saddle and bridle that were in a stable, were taken by parties unknown to him, said mule, saddle, &c., were worth \$150.

On or about the 27th of August, 1856, your petitioner sent to Leavenworth for provisions, in company with four other wagons, in care of J. H. Wilder, one pair bay horses, one brown horse, saddle, bridle, &c., one two-horse covered wagon, one pair double harness, one pair 8-inch Colt's revolvers, overcoat, buffalo robe, axe, &c., (which were worth in all \$765.) When said party or train was near Leavenworth they were all taken by Captain Fred. Emery's company, or Secret Twelve, as they were called, and your petitioner has not received or been able to get back any part of said property save one horse, that was in a worthless condition.

On the 10th of September, or thereabout, your petitioner had taken from his yard one gray breeding mare, which he traced and found in one of the companies under Titus at Lecompton; and on his application to the governor for said horse it was run out of town, and he has never received any consideration for the same, which was worth \$150.

In the month of November, 1856, your petitioner lost, by robbery and fire, lumber, timber, and wood, which, to the best of his belief, was worth \$200. At the same time he lost eight swine, estimated at \$75.

In the months of October and November, 1856, your petitioner also had his crops destroyed and damaged by United States troops and other parties, estimated at \$250.

And for said property your petitioner has never received any compensation whatsoever from any source. Wherefore your petitioner prays that the loss of said property, amounting to \$2,535 75, may be audited and certified to him by your honors, and an award made to him therefor, together with interest, as resulting damages.

ABRAHAM WILDER.

Sworn to and subscribed before me this 30th day of April, A. D. 1859.

EDWARD HOOGLAND,
Commissioner.

Statement of A. Wilder's losses.

1856.			
May	18.—To 1 fancy saddle-horse, saddle, and bridle		\$175 00
	20.—To 1 matched span of black horses - -		400 00
June	7.—To 1 mule and saddle - - -		150 00
May	21.—To 1 carpet and plush rug - - -		40 00
Aug.	28.—To 1 span of bay horses - - -		325 00
	To 1 two-horse covered wagon - - -		150 00
	To 1 double harness - - -		30 00
	To 1 overcoat, buffalo robe, and axe - -		25 00
	To 1 pair eight-inch Colt's revolvers - -		60 00
	To 1 brown horse, saddle, and bridle - -		175 00
Sept.	10.—To 1 gray breeding mare - - -		150 00
Nov.	—.—Lumber, timber, and wood - - -		200 00
	To 8 swine - - -		75 00
Oct. & Nov.	—.—Destruction and damage to crops - -		250 00
			<hr/>
			2,205 00
Interest on the above, at 6 per cent.	- - -		330 75
			<hr/>
			2,535 75
			<hr/> <hr/>

In the matter of the petition of Abraham Wilder.

DOUGLAS COUNTY, ss :

John H. Wilder, being duly sworn, deposes and saith: That the petitioner is a citizen of Kansas, and has been since the 21st of March, 1855, and resides one mile west of Lawrence, in this county. On the 18th of May, 1856, the petitioner was robbed of a fine horse, saddle and bridle, near the California road, by a band of armed men, who had at the time G. W. Brown, Gaius Jenkins, and others, as prisoners, on their way to Lecompton, charged with treason. The horse, saddle and bridle, was worth \$175. On the 20th of May, in the evening, while the family were at tea, a band of armed men, claiming to be under the command of Captain Titus, rode into the yard near the house, and cut loose two fine black horses, and at the time threatened to shoot any person who would make any resistance. I saw these horses the next day in Lawrence, when the Free State hotel was destroyed in presence of these armed marauders. I called on Marshal Donaldson and demanded them; he told me to go to Titus for them; they were worth \$400; they were never recovered. On the 21st of May the petitioner lost a fine carpet and rug; they were burned in the Free State hotel in this city; it was worth \$40. These articles had previously been loaned to Dr. Charles Robinson, for the purpose of fitting up rooms in that hotel, for the accommodation of the investigating committee, and were left in the building and burned. On

or about the night of the 7th of June, he had a mule taken; the rope was cut where he had been picketed, the saddle and bridle taken from the stable; the mule, saddle and bridle, was worth \$150. The country at the time was overrun with armed bands of men, who were in the habit of taking horses and almost every species of property that came in their way. On or about the 27th of August, he sent with me to Leavenworth City one pair of bay horses, worth \$325, and a two-horse covered wagon, nearly new, worth \$150; one set of harness, worth \$30; one overcoat, buffalo robe, and axe, worth \$25; one pair 8-inch Colt's revolvers and fixtures, worth \$60; one brown stallion, saddle and bridle, worth \$175. When I arrived near Little Stranger, this property, together with the entire train under my charge, was captured by a band of armed men under the command of Captain Fred. Emery; the property was lost and destroyed; I was myself detained as a prisoner in Emery's camp; the drivers were taken as prisoners to Lecompton. One of these horses was afterwards recovered near Leavenworth; he was badly used up; he had been used in their military company until he became unfit for use when brought home; he was scarce able to travel, and was worth little or nothing. On or about the 10th day of September, a gray brood mare was taken in the night from the premises of the petitioner, by some persons unknown. She was traced to Lecompton, by a man sent in pursuit of her, and found in possession of some of Titus's men. The man applied to Governor Geary to aid him in getting possession of her; he was informed by the governor that if the petitioner would go himself to Lecompton he would see that the mare should be given up. On his going up to Lecompton on the next day the mare had been run off, and she was wholly lost to the petitioner; she was worth \$150. In the month of November, 1856, there was a large quantity of timber and wood taken, burned or destroyed, from the claim of the petitioner. The wood and timber was supposed to be taken and used by the United States troops, who were encamped near it; the other lumber was taken by parties unknown; the exact amount I cannot state, though I feel satisfied that it was worth, in the aggregate, \$200. At the same time he lost eight swine, which were worth \$75; most of them were known to have been killed by the soldiers of the United States army; they were all lost. In the months of October and November of that year the United States troops were encamped alongside the farm of the petitioner, and he suffered losses and damages to his crop of corn, potatoes, &c., to the amount of \$250. He has never received any compensation whatever for any part of said losses.

JOHN H. WILDER.

Sworn to before me this 30th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

John McFarland, being duly sworn, saith: That he knows the petitioner; he is a citizen of Kansas, and was so in 1856. On or about

the 28th of August, 1856, Mr. John H. Wilder, the son of the petitioner, was in company with me on our way to Leavenworth City; Mr. John H. Wilder was riding a horse of the petitioner; there was also a team of the petitioner in company, composed of two horses, wagon, harness, &c. The horse, saddle and bridle, used by John H. Wilder, was worth \$175; the two horses in the team were worth \$350 to \$375; the wagon, cover, &c., was worth \$140 to \$150; the harness was worth \$25 or \$30; there was also a pair of Colt's revolvers and fixtures; John had one of them and the driver of the team the other; they were worth \$60; there was a buffalo robe; I do not know what it was worth. When the Missourians were at Franklin, the day prior to the sacking of Lawrence and destruction of the Free State hotel, I saw a pair of black horses, which I knew belonged to the petitioner; they had just brought them down from Lawrence; I knew at that time they were taking all the horses they could get.

JOHN MCFARLAND.

Sworn to before me this 30th day of August, 1859.

EDW'D HOOGLAND,
Commissioner.

Abraham M. Wilder, being duly sworn, deposes and saith: He is the son of the petitioner; his father was a citizen of Douglas county, Kansas Territory, in the year 1856; in the month of May, of that year, he was in the field on the hill; my father was on horseback, near the California road; he was surrounded by a party of armed men; they surrounded him and ordered him to dismount; they took the horse, saddle, and bridle, and allowed him to depart on foot; he was a fine horse, worth, with the saddle and bridle, \$175. Two or three days afterward a party of armed men came to my father's house, late in the evening; there were a pair of fine black horses lariatied near the house; they cut the ropes and took them away, contrary to the remonstrance of my father; I never saw the horses afterward. I learned that one of them was killed by hard riding a few days afterward; they were well worth \$400. In the month of June, of the same year, there was a mule of my father's picketed near where the United States troops were then camped, not far from our house; he was stolen in the night; a saddle and bridle were stolen out of the barn at the same time. I never saw or heard anything of them afterward. The mule, saddle, and bridle were worth \$150. There were a carpet and rug, borrowed by order of Dr. Robinson and used in the Free State hotel at the time the investigating committee was in session at Lawrence, which was burned or destroyed at the destruction of the hotel on the 21st May; it was considered to be worth \$10. In the month of September, of that year, there was a gray mare taken: she was turned loose early in the morning and passed up into the prairie; soon after a party of men passed up the road; I went to look for the mare, she was not to be found. She was heard of at Lecompton, but before she could be got she was run off from there and never recov-

ered; she was worth \$150. There was a lot of lumber, timber, and wood on the claim; the wood and timber were burned up by the United States troops; the lumber was carried off by the Missourians; I suppose it was worth about \$200. There was a fine lot of hogs, they were all lost; we caught the troops in the act of killing one of them; I do not know certainly what became of the whole of them; they were worth \$75. The United States troops were encamped close by our fields; they took nearly all the potatoes, corn, melons, &c. The damage to the crops was about \$250. No part of the property I have spoken of was ever recovered, nor any compensation made therefor, to my knowledge.

ABRAHAM M. WILDER.

Sworn to before me April 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Reuben Randall, being duly sworn, deposes and saith: He is acquainted with the petitioner, Abraham Wilder; he is a citizen of Kansas and was in 1856; I worked for him in the year 1855, and fore part of 1856, and was acquainted with his stock; there was a fine saddle horse taken from the petitioner on or near the California road, as I understood; he was worth \$175. There were a pair of fine black horses, they were lost; they were worth \$400. There was a gray brood mare, she was a good animal, she was worth \$150. I know that the property was all taken, and I never saw any of it afterward, and do not believe that any of it was ever recovered.

REUBEN RANDALL.

Sworn to before me April 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Abraham Wilder.

1. Petitioner claims for one horse -	-	-	-	\$175 00
2. Two horses -	-	-	-	400 00
3. Carpet and rug -	-	-	-	40 00
4. Mule and saddle and bridle -	-	-	-	150 00
5. Bay horses, stallion, waggon, harness, overcoat, buffalo robe, axe, and revolvers -	-	-	-	765 00
6. One gray brood mare -	-	-	-	150 00
7. Lumber, timber, and wood -	-	-	-	200 00
8. Swine -	-	-	-	75 00
9. Loss of crop -	-	-	-	250 00
10. Damages -	-	-	-	330 75

2,535 75

1. The board allow the first item as proven	-	-	\$175	00
2. As one of these horses was recovered and its value not shown by petitioner, in whose knowledge the witnesses must have been who could have proven it, it is believed that an allowance of \$300 is reasonable	-	-	300	00
3. Carpet and rug allowed	-	-	40	00
4. Allowed	-	-	150	00
5. Allowed	-	-	765	00
6. Allowed	-	-	150	00
7 and 9. In neither of these articles is there any specification of articles, or the means stated by which the witness arrived at the values. On both items allow	-	-	200	00
8. Allowed	-	-	75	00
			<hr/>	
			1,855	00
10. Interest on same, 2½ years, at 6 per cent.	-	-	278	25
			<hr/>	
Total award	-	-	2,133	25
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SAMUEL A. KINGMAN.
EDWARD HOOGLAND.
HENRY J. ADAMS.

MAY 3, 1859.

No. 240.—A.

List of books belonging to Lyman Allen, and burned at the destruction of the Free State hotel, May 21, A. D. 1859.

Sir Wm. Blackstone's Commentaries, 4 volumes	-	-	\$20	00
Johnson's Supreme Court Reports, 20 volumes	-	-	160	00
Cowen's Reports, 9 volumes	-	-	60	00
Barbour's Supreme Court Reports, 19 volumes	-	-	152	00
Howard's Practice Reports, 10 volumes	-	-	80	00
Voorhees's New York Code, 1 volume	-	-	5	00
Taylor's Criminal Reports	-	-	20	00
New York Revised Statutes, Notes	-	-	24	00
Chitty's Practice, 4 volumes	-	-	32	00
Chitty on Land Reports	-	-	15	00
One Law Dictionary	-	-	6	00
Sharpe's rifle, stolen same night from petitioner's house	-	-	30	00
			<hr/>	
			604	00
			<hr/> <hr/>	

TERRITORY OF KANSAS, *Douglas County, ss :*

To the commissioners of claims under act of February 7, A. D. 1859 :

Lyman Allen, your petitioner, represents: That he is a citizen of Kansas Territory; and has been a citizen thereof since March 24, A. D. 1855, and is now a resident of Douglas; your petitioner further represents that he was the lawful owner of the property described in the schedule hereunto annexed, marked A, and made a part of this petition, at the time of the date therein set opposite such item; that said property was wrongfully and unlawfully destroyed and burned, and stolen at the burning of the Free State hotel in Lawrence, Douglas county, Kansas Territory; and that said rifle was taken by force from the residence of your petitioner near Lawrence, during and in consequence of the disorder which prevailed in said Territory from November 1, 1855, to December 1, 1856, at the time and in the manner set forth in said schedule; and that the prices set opposite each item is a fair value thereof.

Your petitioner further says, that he has received no compensation for the same nor any part thereof, and that he believes he is entitled to \$604 for his loss of property so taken and destroyed and stolen; and \$181 20 for his damages which resulted therefrom, which amount of \$785 20, your petitioner prays your honorable body to audit and certify as his claim.

Sworn to and subscribed before me this 30th day of April, A. D. 1859.

In the matter of the petition of Lyman Allen.

DOUGLAS COUNTY, *ss :*

Norman Allen, being duly sworn, says: He is a brother of petitioner; that he, petitioner, is a citizen of this Territory, and has been since the spring of 1855; I know that he had a library of law books, all of them new; they were taken to the Free State hotel in Lawrence several weeks before its destruction by the posse of Sheriff Jones; they were in the hotel the morning of its destruction and I suppose burned in it, as we have never heard of it since; I cannot state the number of volumes, some of them were complete sets of reports, among them Blackstone's Commentaries, Wendall's edition, in four volumes, worth, I can't say how much; Johnson's Reports, New York, twenty volumes, new; Cowen's Reports, new; Barbour's Reports; Howard's Reports of cases, New York; Voorhees's New York Code; Taylor's Criminal Reports, five volumes; Revised Statutes of New York, one or two volumes; Chitty's Practice, complete; Chitty's Land Reports; Law Dictionary. A Sharpe's rifle, the property of my brother, was taken from his house the night of the 21st of May, 1856, by a posse

of twelve armed men, who claimed to be acting under Governor Shannon. This rifle was worth \$30. I do not know the value of the books taken, they were generally new.

NORMAN ALLEN.

Sworn to before me April 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Lyman Allen.

Petitioner claims for loss of law books	-	-	-	-	\$574	00
Sharpe's rifle	-	-	-	-	30	00
						604
						00

The proof of the loss of the property is full and satisfactory, but there is no proof of the value of the books; after being admonished by the board petitioner declined to present any evidence of the value of the books; upon our general knowledge of the value of such books we think an allowance of \$350 is enough for them

For Sharpe's rifle	-	-	-	-	\$350	00
	-	-	-	-	30	00
						380
						00

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

MAY 3, 1859.

No. 241.

A.

I ask remuneration for the following losses during the troubles in Kansas, May 19, 1856.

For horse, stolen from the house of E. B. Whitman, esq.	-	\$130	00
For saddle and bridle, stolen with same	-	20	00
For goods plundered from my house, May 22, 1856, viz:			
four blankets, cost	-	30	00
Other articles of bedding and wearing apparel, taken at same time as above	-	20	00
For damage to my library and other household goods by the breaking open of trunks and boxes, and scattering the contents about	-	50	00

For damage to two horses, stolen by a company of armed men near Leavenworth, August 28, 1856, and recovered by me near Fort Leavenworth, two weeks later - -	\$100 00
For set of double harness, taken with the horses - -	30 00
For a wagon, taken at same time - - - -	150 00
For a Sharpe's rifle, taken from a house near Leavenworth, where I had left it for safe keeping - - -	35 00
For overcoat, taken from me at Leavenworth during my imprisonment in September, 1856 - - - -	15 00
For a double-barrel fowling piece, taken from Lawrence while I was in captivity at same time - - -	30 00
	560 00
	560 00

APRIL SESSION, HELD AT LAWRENCE.

TERRITORY OF KANSAS, *Douglas County, ss:*

To the commissioners of claims under act of February 7, A. D. 1859.

Ephraim Nute, jr., your petitioner, represents that he is a citizen of Kansas Territory, and has been a citizen thereof since June, A. D. 1855, and is now a resident of Douglas county.

Your petitioner further represents that he was the lawful owner of the property described in the schedule hereunto annexed, marked A, and made part of this petition, at the time of the several dates therein set opposite each item. That said property was wrongfully and unlawfully taken and stolen from your petitioner during and in consequence of the disorder which prevailed in said Territory, from November 1, 1855, to December 1, 1856, at the several times and in the manner set forth in said schedule, and that the several prices set opposite each item is a true and correct value thereof.

Your petitioner further says that he has received no compensation for the same nor any part thereof, and that he believes he is entitled to \$560 for his loss of property so taken, destroyed, and stolen, and \$100 for his damages which resulted therefrom, which amount of \$660 your petitioner prays your honorable body to audit and certify as his claim.

EPHRAIM NUTE, JR.

Sworn to and subscribed before me April 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the case of Ephraim Nute, jr., before the commissioners of claims, under the act of February 7, 1859.

Personally appeared before me, A. C. W. Safford, a notary public in and for Douglas county, Kansas, Cyrus A. Adams, who, being first

duly sworn, deposes and says: That he is acquainted with petitioner in said case, Ephraim Nute, jr.; that said Nute resided in Douglas county, Kansas Territory, during the season of A. D. 1856; that said Ephraim Nute has been a resident of said county ever since that time, and that he is now a resident thereof; that on or about the 19th day of May, A. D. 1856, a body of armed men, under the command of one Sheriff Jones, stole from the claim of E. B. Whitman, in said county, the following property, belonging to said Ephraim Nute: one light bay mare, worth one hundred and thirty dollars; and one man's saddle and bridle, worth at least twenty dollars. Deponent further says that on the 22d day of May, A. D. 1856, said body of armed men broke into the enclosure and house of said Ephraim Nute, and stole therefrom four woollen blankets, very nice, should judge them worth thirty dollars; that there were many other articles then taken, which deponent cannot now name and fix a value upon.

Deponent further says that at the same time and by the same band of armed men Mr. Ephraim Nute's library was thrown about the room and much injured; also that some three or four trunks and several boxes were broken open and their contents scattered about the room and part carried off, or were missing and never found afterward; could not say what the amount of damage was; know that at the same time Mr. Nute had stolen other wearing apparel, bedding, &c.; could not say how much.

Deponent further says that said Ephraim Nute left his home in Douglas county on or about the 27th day of August, 1856, with two fine large sorrel horses, in good order and condition, and that he, said Nute, returned with them in a very poor condition, very much run down, and injured at least one hundred dollars in value. They were gone two weeks or more.

Deponent also says that said Ephraim Nute, when he went away as aforesaid, had and took with him one Sharpe's rifle, worth at least thirty-five dollars in cash; also one overcoat, worth fifteen dollars; which he did not have when he returned, and which I have not since seen in his possession.

Said deponent says that he is also knowing of said Ephraim Nute having about the time before mentioned one double-barrelled fowling piece, which was a superior article, which was worth at least forty dollars.

Deponent was living with said Ephraim Nute upon his claim, at aforesaid times, *i. e.*, from the 1st of September, A. D. 1855, until the 1st of April, A. D. 1857, and was during said time laboring upon said Ephraim Nute's farm, by the month, for wages.

Deponent further says that he has no interest in the above claims.
CYRUS A. ADAMS.

The above was sworn to and subscribed before me this 4th day of
[L. s.] April, A. D. 1859.

A. C. W. SAFFORD,
Notary Public.

In the matter of the petition of Ephraim Nute, jr.

DOUGLAS COUNTY, ss:

John H. Wilder, being duly sworn, says: That in the month of August, 1856, he went with petitioner and others to Leavenworth from Lawrence, for provisions. I was on horseback, Mr. Nute and others were in a wagon. The wagon was one which Mr. Nute had borrowed from Mr. Sutherland. It was a two-horse iron axle wagon, nearly new, a very nice wagon, worth one hundred and fifty dollars. We were met a few miles this side of Leavenworth by Fred. Emery's company and compelled to give up the wagon and horses. We were searched; our arms all taken. The horses were the property of Mr. Nute, worth three hundred and fifty dollars or three hundred and seventy-five dollars; very good horses and in very good condition. The harness was also Mr. Nute's, worth twenty-five dollars or thirty dollars. We were detained in Fred. Emery's camp as prisoners for two weeks. Mr. Nute went to Fort Leavenworth, and while there the horses were driven into the fort, and Mr. Nute recovered them. They had been hardly used, and were poor, injured, and broken down. One of them was worthless, the other not worth more than half as much as when he was taken. I should think the charge of one hundred and fifty dollars, made by Mr. Nute for the damage to the horses, was very low. He never got the harness or wagon to my knowledge. He was held responsible to Mr. Sutherland for the wagon, as he had loaned it to Mr. Nute, and he had not returned it. He has settled with Mr. Sutherland for the wagon. I know he had a Sharpe's rifle taken, which he never recovered. It was worth thirty-five dollars.

JOHN H. WILDER.

Sworn to before me April 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

Ephraim Nute, jr., being first duly sworn, says: That on the 19th day of May, 1856, a horse, the property of himself, was taken from the premises of E. B. Whitman, which horse was of the value of one hundred and thirty dollars; that witness had left the horse with Mr. Whitman for safe keeping, on his claim three miles west of Lawrence. That the horse was stolen witness has no doubt, though he had himself gone to Massachusetts; but from the general history of the condition of things in this country at that time, there can be little doubt of his horse being stolen. At same time, a saddle and bridle of his was stolen from same place.

My house near Lawrence was plundered during the disturbances then existing in the Territory. Among the articles taken which we have missed were four blankets, of the value of \$30. That is what they cost east. And other articles of bedding and wearing apparel

were taken, of the value at least of \$20. I had at the time 600 or 1,000 volumes put up with care in boxes. The boxes were broken open in search for plunder, the books taken out and thrown about and left exposed to the weather, rain beating into the house, and were eaten by the mice. My wife's clothing was taken out of the trunks, scattered about, and became injured. I think that the damages in this way would greatly exceed the sum of \$50. The two horses taken on our way to Leavenworth I had recently bought for \$275. They, with the harness worth \$30, and the wagon worth \$150, were taken from us on our way to Leavenworth by Captain Emery's company. We were kept prisoners two weeks. I then went to Fort Leavenworth. While there the horses were driven by the fort on their way to the ferry to cross the river. I recaptured the horses at the risk of my life, the party having them in charge putting their hands on their pistols and making threats. Captain Dunn was at the head of those having the horses. The harness and wagon were never recovered. The horses were broken down so that I could hardly identify them; they were injured to the amount of \$100. The wagon was the property of Mr. Sutherland, from whom I had borrowed it. He held me responsible for the wagon, and I have settled with him for it, although I have not yet paid all for it, but am bound so to do.

The rifle was a sporting Sharp's rifle, silver mounted, a present to me, and was worth \$35 or more. This was taken from the house of Mr. Wallace by force; I had left it there for safekeeping in the summer of 1856. While I was a prisoner at Leavenworth in September, 1856, they stole an overcoat from me worth \$15. A double-barrel fowling piece was taken from Mr. Mallory that summer; I had left it with him for safekeeping; he does not know who got it; was worth \$35. I have received no compensation for any of this property, in whole or in part.

EPHRAIM NUTE, JR.

Sworn to before me April 30, 1859.

SAM'L A. KINGMAN.

In the matter of the petition of Ephraim Nute, jr.

The petitioner claims for property lost and damaged, (3 horses, &c.)	\$560
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The proof sustains the claim, though one of the commissioners (Kingman) thinks a preacher, having no business with Sharpe's rifles, is not entitled to recover the value of it. Allow	560
Interest on same for two years and a half at 6 per cent.	84

Total award	644
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SAMUEL A. KINGMAN.
EDWARD HOOGLAND.
HENRY J. ADAMS.

MAY 4, 1859.

No. 242.

In the matter of the petition of Levi Woodward.

COUNTY OF DOUGLAS, ss :

Levi Woodward, the above named petitioner, being duly sworn according to law, deposes and says : That I presented a statement of my actual losses incurred during the difficulties of 1856 to H. J. Strickler, late commissioner for auditing claims appointed under the act of 1857, which statement was correct and true according to the best of the knowledge and belief of this deponent. This deponent would further represent that some of the witnesses whose testimony is material and important to this deponent in proof of his claim of losses are now out of the Territory, and that as it is impossible for this deponent to secure the attendance of said witnesses before the board of commissioners appointed under an act entitled " An act to provide for the payment and adjustment of claims," approved February 7, 1859, your deponent would respectfully ask that proofs, papers, and testimony so presented to the late commissioner, and upon which he made his award in my favor, may be received by the board of commissioners as his petition and testimony under the present law. This deponent would further represent that he has never recovered any of the property lost, as alleged and set forth in the statement so presented to said Strickler, nor received compensation from any source for said losses. This petitioner further states that he is a citizen of Douglas county, and lives about eight miles from Lawrence.

LEVI WOODWARD.

Sworn to before me this 30th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

To Hon. H. J. Strickler, commissioner for the auditing of claims under the provisions of an act to provide for the auditing of claims, and the act supplemental thereto, passed and approved February 23, 1857.

Levi Woodward, of Douglas county, respectfully shows : That your petitioner, as hereinafter stated, was engaged as a farmer in said county ; that on the 20th day of August, 1856, there was taken from the possession of your petitioner and conveyed away by some men who were said to belong to the territorial militia, whose names are entirely unknown to your petitioner, the following property, which is fully set forth in a schedule hereto annexed, and valued at one hundred and fifty dollars ; and your petitioner further states that he has not received any pay from any person or persons for the same. Your petitioner therefore prays that he may receive the sum of one hundred and fifty dollars for the damages sustained by him, as is set forth in the foregoing petition, and that the same may be paid therefor, pursuant to the statutes in such cases made and provided, and for such further relief as your petitioner is entitled to in the premises.

LEVI WOODWARD.

Subscribed and sworn to before me, D. H. Weir, a notary public in and for Douglas county, on this 2d day of December, 1857.

D. H. WEIR,
Notary Public.

Schedule of property referred to in the foregoing petition.

One horse, valued at	-	-	-	-	-	<u>\$150</u>
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TERRITORY OF KANSAS, *Douglas County, ss :*

John E. Campbell and Newton Hinshaw, of said county, being duly sworn, upon their oaths say: That they have heard the foregoing petition read, and know the contents therein contained, and the facts set forth, are true according to these affiant's knowledge and belief; and they know that on or about the 20th day of August, 1856, the petitioner sustained the above loss of property, as set forth in said petition and schedule annexed, in the sum of one hundred and fifty dollars; and further these affiants say not.

JOHN E. CAMPBELL. [L. s.]
NEWTON HINSHAW. [L. s.]

TERRITORY OF KANSAS, *Douglas County, ss :*

Before me, D. H. Weir, a notary public in and for said county, duly commissioned and sworn, personally appeared John Campbell and Newton Hinshaw, and, after being duly sworn, say that the facts set forth in the above affidavit are true according to these affiants' knowledge and belief.

In testimony whereof, I have hereunto set my hand and seal this [L. s.] 2d day of December, 1857.

D. H. WEIR,
Notary Public, *Douglas County.*

In the matter of the petition of Levi Woodward.

Petitioner claims for and proves the loss of one horse, worth	-	\$150	00
Add interest, 2½ years, 6 per cent.	-	-	22 50

Total award	-	-	172 50

EDW'D HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

No. 243.

To the commissioners appointed under the act of February 7, 1859, to provide for the adjustment and pay of claims for losses sustained in the Territory of Kansas from the first day of November, 1855, to the first day of December, 1856:

Your petitioner, Daniel J. Kezer, represents: That he is a citizen of the Territory of Kansas, and that he has been since the month of August, 1854; in the year 1856 he resided at Ottawa creek, four miles north of what is now Minneola; that he was the legal and rightful owner of one roan horse and one bay horse, worth \$225; two cows, worth \$25 each; two steers, worth \$25 each. About the first of October or last of September of that year his house was broken into and robbed of the following property, to wit: 1 double-barrelled gun and 6-inch Colt's revolver; the gun was worth \$25 and the revolver \$25; three blankets, worth \$5 each. Previous to the robbery of the house the horses and cattle had been stolen and carried off; he was not present when the house was robbed, having been ordered to leave the country under the penalty of being killed; the country at the time was overrun with bands of armed marauders, who were in the habit of taking all kinds of property wherever found; and from the condition of things then existing in the country he has no doubt that his horses and cattle were taken by the same armed band who robbed his house, or some other of like character. He asks that the board award the amount of his losses set forth in this petition, with interest thereon, as follows.

Two horses	-	-	-	-	-	-	\$225 00
Four head of cattle	-	-	-	-	-	-	100 00
One gun and pistol	-	-	-	-	-	-	50 00
Three blankets	-	-	-	-	-	-	15 00
							<hr/>
							390 00
Six per cent interest for two and a half years	-	-	-	-	-	-	58 50
							<hr/>
							448 50
							<hr/> <hr/>

D. J. KEZER.

Sworn to before me this 3d day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Daniel J. Kezer.

FRANKLIN COUNTY, ss:

Joab M. Bernard, being duly sworn, saith: I am acquainted with Daniel J. Kezer, the above petitioner; he has been a citizen of Kansas ever since 1854; in 1856 petitioner lived about three miles from the

present site of Minneola, on the road to Westport, within the boundary of Franklin county; he had a family; his mother, little brothers and sisters lived with him; he had a claim there considerably improved, about 30 acres under cultivation; he is now living on a claim nearer to Centropolis, or adjoining Minneola; in 1856 he had some horses, milk cows, and oxen and hogs; do not remember the description of the horses said to have been lost; have no personal knowledge of the loss of any horses or cattle taken from him.

Petitioner kept a post office known as Kezerville; had been postmaster five or six months, when some time during the difficulties he delivered to me, by order of the Postmaster General, all the books, documents and accounts of the post office remaining in his hands, his house having been broken open and the post office robbed; I got the things from him and sent them on to the Post Office Department; I do not know what was taken from his house at the time of the robbery; his house was ordinarily well furnished; he owned some fire-arms; one double-barrelled rifle, pistol, Colt's revolver, and one gun of some other kind; he had some Indian blankets there, and some white blaukets, large home made ones; do not know of any of his property being taken.

JOAB M. BERNARD.

Sworn to before me this 4th day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

FRANKLIN COUNTY, ss:

Rebecca A. Kezer, being duly sworn, saith: I am the mother of petitioner; I resided with him in the summer of 1856, on Ottawa creek, about four miles from the present Minneola; he had horses that season of his own; he lost two of those horses; one was a bay and the other a roan; the bay was a mare about three years old; the roan was a mare also, about six or seven years old; they were taken at the time of the fuss; the bay was taken first, and about two weeks afterwards the other was taken; the bay was taken about the last of July or first of August, 1856; the other one about two or three weeks after that; the bay was missed in the afternoon just before night; when missed she had been grazing around loose; we raised her; she was not a colt of the roan; the roan was missed, having been running about loose; we had no stables, and as usual let our stock that was wanted to the neighborhood run around loose; he had been offered \$120 for the bay; the roan was a very large mare, and worth as much as the other; do not know who took the animals, nor where they went to; never got sight of or pay for either of them.

I was home when, in the early part of the fuss, about the time the stores were robbed, our house was entered by some armed men who took away two guns and a revolver, three blankets, a new pair of pantaloons, neckerchiefs, &c. The guns were worth sums that I know

not the value of. The double-barrelled gun was silver mounted. The guns were worth, as I understood in the family, about \$25 each. The blankets taken were all wool, twilled, home-made blankets, worth \$5 or \$6 each. The revolver taken was worth \$20. He never recovered any of that property, or received any compensation for it. When those men came for the guns they demanded all the guns, ammunition, horses and bridles that we had. Petitioner was absent; three little boys only were with me; did not ask them any questions. The children and I got them the fire-arms they demanded. Understood, from circumstances and previous neighborhood reports, that a company of armed free-State men were in the neighborhood, and I supposed the men who came to my house were of that class. Hostilities then existed in this neighborhood between the two parties.

About July or August, 1856, during the time of the fuss, two steers and two cows belonging to my son, the petitioner, were taken or driven away. Never could hear or find anything of them. They were worth \$25 a head, or more. Did not learn who drove them off. Many cattle were taken that season from Mr. Bernard, Mr. Davis, and others, our neighbors.

REBECCA M. KEZER.

Sworn to before me this 4th day of May, 1859.

EDW'D HOOGLAND,
Commissioner.

In the matter of the petition of Daniel J. Kezer.

Petitioner claims for—

2 horses.....	\$225 00
4 head of cattle.....	100 00
1 gun and pistol.....	50 00
3 blankets	15 00
	<hr/>
Total.....	390 00
besides interest.	<hr/> <hr/>
The proof sustains the claim. The value is not, probably, overstated.	
The amount of the claim is allowed.....	390 00
Interest, 2½ years, at 6 per cent.....	58 50
	<hr/>
Total award.....	448 50
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EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

MAY 4, 1859.

No. 244.

TERRITORY OF KANSAS, *Franklin County, ss:*

To the honorable the investigating commissioners in said Territory for the adjusting and allowance of claims for property taken during the difficulties in Kansas Territory in the year 1856:

Your petitioner, Jared Chapman, who was a citizen of said Territory in the year 1856, and who is still a citizen of said Territory, would respectfully represent: That he was possessed of a considerable amount of property, and that by reason of the troubles and difficulties in said year (1856) his said property was taken away from him and out of his possession illegally, consisting of the following, with the amount set opposite each article and item, as follows, to wit:

One cooking-stove and appendages.....	\$30 00
One mahogany spring-seat rocking chair.....	10 00
One common spring-seat rocking chair.....	1 50
Six common sitting chairs.....	7 50
One dining table.....	6 00
Two common bedsteads.....	3 00
One iron kettle.....	3 00
One 10-gallon brass kettle.....	4 00
Two small brass kettles.....	2 50
Two meat barrels and one vinegar barrel.....	4 00
One 4-gallon stone jug of vinegar.....	1 50
One clock.....	8 00
One large looking-glass.....	6 00
Eight pictures with mahogany frames.....	10 00
One large hair mattress with case.....	30 00
Four beds, worth \$10 each, (average).....	40 00
One pair large red Mackinaw blankets.....	10 00
Ten home-made twill blankets.....	25 00
Eight quilts and bed-covers.....	35 00
Ten sheets.....	10 00
Eight pillows.....	10 00
One large chest and trunk.....	8 00
One suit of gentlemen's clothing.....	15 00
One lot of women's clothing.....	25 00
One lot of medicine and furniture.....	50 00
One lot of medical books.....	40 00
One lot of histories and common reading books.....	40 00
Four flat-irons.....	2 50
Two iron wedges.....	2 50
Three chopping axes.....	4 50
One large tea salver.....	3 00
One small ditto.....	1 00
One set of chinaware.....	15 00
Two sets of knives and forks.....	3 50
One lot of large table spoons; one small set ditto.....	3 50
One meal chest.....	2 00

Two wooden pails and two tin buckets	\$2 50
One set of double harness and double swingletrees.....	20 00
One lot of Irish potatoes, estimated at 100 bushels.....	100 00
Ten acres of corn in the field, estimated at 240 bushels....	240 00
One acre of beans, estimated at bushels, \$1 per bushel.....	30 00
One large lot of garden vegetables	50 00
To destroying one string of fence.....	20 00
To 300 chickens, at 25 cents each.....	75 00
300 grapevines, at 37½ cents each.....	112 50
One half barrel of soap.....	8 00
One pair of steelyards	1 50
One cleaver	1 00
One handsaw.....	1 00
Two spades.....	2 00
One barn shovel	1 00
One fur cap	2 00
One fire-shovel.....	1 00
One chopping and hash knife.....	50
Half dozen milk pans.....	3 00
Two table brushes, cost \$2 50 and \$3.....	5 50
One glass lantern	1 00
One carpet, 20 yards	10 00
To 3 sets of obstetrical supporters, \$10 each.....	30 00
One rifle gun	10 00
	<hr/>
Amounting to....	1,200 00
	<hr/> <hr/>

MAY 3, 1859.

FRANKLIN COUNTY, *Territory of Kansas*, ss :

Personally appeared before me, the undersigned, justice of the peace of said Franklin county, the above-named Jared Chapman, who, being duly sworn by me, testifieth that the within and above described property, as specified in items, was his property, and was taken, carried off, or destroyed, some time on or about the last of September, one thousand eight hundred and fifty-six, to the best information obtained, and that he has never recovered any of said property, or pay for the same; and further deponent saith not.

JARED CHAPMAN.

The above subscribed and sworn to before me this 3d day of May, 1859.

REUBEN HACKETT,
Justice of the Peace.

In the matter of the petition of Jared Chapman.

DOUGLAS COUNTY, ss :

Fountain C. Tomberlin, being duly sworn, saith : I reside on section 11, township 15, range 19 east ; have resided there five years next June ; am acquainted with petitioner ; he now lives in Lykins county. In 1856 petitioner resided on a claim with his family about one mile south of my claim ; he moved there in the fall of 1854 ; he removed from there in or about July, 1856 ; he was a farmer. In relation to petitioner having sustained loss by the difficulties, I know that he had the property, and that it was taken or gone by some means or other. I was frequently at petitioner's house while he was a neighbor. In June or July, 1856, Chapman was obliged to leave the Territory with his family for personal safety. He was threatened by the free-State men, and deemed it safer to absent himself. Chapman was understood to belong to the opposite party. During that season the same species of terrorism and driving out of settlers was exercised by both parties alternately as they happened to have the physical power or control over the vicinity. Chapman left in a hurry, leaving his property in care of August Krouse, now living at Centropolis. I know, from observation before Chapman went away, that he had in his house good household furniture, such as chairs, bedding, furniture, and cooking-stove, &c., viz : as near as I can recollect, 1 stove and apparatus for cooking, \$30 ; 1 spring-seat rocking chair, \$10 ; common one, \$3 ; sitting chairs, \$7 ; 1 dining table, \$6 ; 2 bedsteads ; 1 iron kettle ; 1 ten-gallon brass kettle, \$4 ; 2 small brass kettles ; meat and pork barrels ; vinegar ; eight-day clock, \$8 ; looking-glass, \$6 ; pictures, good ones ; hair mattress, \$30 ; 3 or 4 beds, \$10 each ; Mackinaw blankets ; home-made blankets, twilled ; 4 or 5 quilts and bed-covers ; know nothing of sheets and pillows ; had a large chest and trunk, \$4 ; can't say anything about gentlemen's or women's clothing. He had medicines, don't know their value, with glasses, jars, &c. ; don't know particulars. He had medical books, forty or fifty books of all kinds, histories, &c. ; flat-irons ; 2 iron wedges ; chopping axes, \$1 50 ; 1 large tea salver. Had neat china-ware, \$15 or \$20 ; knives and forks, don't know how many ; spoons ; meal chest, \$2 or \$3 ; pails and buckets, and such things. I saw harness and swingletrees there after he left, worth \$25 ; 1 lot of potatoes ; had a fine crop of potatoes. His potatoes were in two patches, equal, together, to a quarter of an acre, probably more, worth \$50. He had eight acres of corn growing in the field, worth \$10 an acre ; a patch of beans growing, can't say how much, worth \$20 ; vegetable garden, worth \$50. He had a fence, and I know it was gone, about forty rods ; the proportion taken or gone was worth \$30. Don't know how many chickens, he had as many as 300, worth \$2 per dozen. Had grapevines, an acre or an acre and a half, set out that spring, 1856, and were growing ; in the fall I saw three of them growing, the rest had been all taken out ; don't know their value. Know nothing of the soap. Have seen steelyards, cleaver, handsaw, spades, shovel, &c., fire-shovel, chopping-knife, lot of milk pans ; 2 table brushes, worth

\$1 50 or \$2 each; glass lantern. He had carpet, can't say how much; had some carpet on floor, and some not on floor; 3 sets of obstetrical supporters. Did not see the rifle gun after he went away. Did not see him when he left. He went away in a hurry, afraid he would be murdered or damaged. His near neighbors advised him to leave, as his life was in danger; I considered it so; not by any of his near neighbors, but from others was the danger. Don't know that he took any of the property away with him. In the fall of 1856 I saw the harness in possession of Amos Moore, who resides about a mile from me. Never saw any of the property afterwards. The corn was destroyed by stock and bodies of armed men. Potatoes made use of by individuals—dug out of the ground. Don't know that Mr. Krouse ever took away any of the property. The house was broken open and the property taken in September, 1856.

FOUNTAIN C. TOMBERLIN.

Sworn to before me this 4th day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

DOUGLAS COUNTY, *ss*:

August Krause, being duly sworn, saith: I reside in Centropolis, in Franklin county. In 1856 I lived on Mr. Chapman's claim, on Ottawa creek, Douglas county, and was working with him. Mr. Chapman went away with his family in July, 1856. When he went away he left a house, about ten acres of corn, and fence around same. He left a garden planted with vegetables. He went away with a horse and buggy. He did not return there. His wife had already been gone about a month. He left property in the house. When he went away he left all his furniture, bedding, and apparel of his house; he left the same in my charge. I lived in the house all the time until about the time it was destroyed. I came to Centropolis to work, and left a young man in charge of it. The young man's name was Joseph Cole. I was absent nearly a week; found Cole at the house. He had been to Lawrence, and during his absence the house was broken open and furniture taken away. Don't know that Cole assisted in taking the furniture away; he said it was all taken away while he was gone. A man named Carpenter first told me what had taken place, and I went up to Chapman's house; found all the property taken away; pieces of broken glass and papers lying about; no furniture or household property left. I tried to find out where the property went. One time I went up the Santa Fé road, about one and a half or two miles on the road that crosses the Santa Fé road towards Lawrence, at the house of a man named Bill Van Cleeve, where I found the stove taken from Chapman's. I tried to get the stove; he got mad about it. I endeavored to use the law to get the things, and when I came back Van Cleeve had moved off. In the same house I saw a table that had been taken from Chapman's, also chairs, a wash-keeler that I knew very well, also a hatchet that belonged to me. I asked him where he got

the property, and he said he got it in Lawrence; that he got the hatchet in the same place, and it was none of my business. It was about four and a half miles from Chapman's house, in a northerly direction, to Van Cleeve's. I never obtained any of the property mentioned, nor do I know that Mr. Chapman did. Mr. Chapman left home with his family because his life was threatened; had to leave in consequence of the troubles.

(Here the witness was particularly interrogated, and identified the contents of the schedule of petitioner very satisfactorily, and as fully as practicable for a candid witness; sustained the general contents of the schedule, &c., corresponding with statements of last witness; also in relation to destruction of crops.)

I know Mr. Chapman had all the articles and items mentioned in his schedule, and that the same were destroyed or taken away as mentioned. Don't know whether the rifle-gun was in the house when Chapman went away; he did not then take it with him; it was worth \$5 or \$10. Did not see the harness afterwards. These things were taken on the 12th of September, 1856, as near as I can now ascertain the date. Chapman had to leave without having time to take these things with him. Van Cleeve was a young man—twenty-two or twenty-three years of age; had a wife with him; said to belong to the free-State side. Do not know what particular circumstances had caused Mr. Chapman to leave. He was a practicing physician. I got acquainted with him about the time he came to the Territory.

CARL AUGUST KRAUSE.

Sworn to before me this 4th day of May, 1859.

EDW'D HOOGLAND,
Commissioner.

DOUGLAS COUNTY, ss:

Reuben Hackett sworn: I have known Mr. Chapman ever since he has been in the Territory. In 1856 he resided a mile and a half from me, in Douglas county. In the month of September, 1856, I was in the house of Mr. Chapman, (after he had gone away,) and saw a great part of the goods and property mentioned in his inventory, and which I know he had. Probably about the middle of September I heard Chapman's house had been entered and all his property taken away. Such was the conversation among my neighbors. Do not know who took the property away, nor what became of it. From all that I could learn, the property was taken by a number of persons. The corn and crops of Chapman were destroyed. He had some eight acres of corn. I have examined the inventory, and think, from my general knowledge, that the several items mentioned were worth the sums charged. The corn was worth when destroyed (most of it was destroyed and taken when in roasting ears)—the piece of corn was worth \$100, clear of expenses of gathering, &c. That is a fair value for the piece as it stood at the time of the principal destruction of it. Understood the

gun was taken from the house of Chapman one night while he stayed with me, just before he went away. His house was broken open.
REUBEN HACKETT.

Sworn to before me this 4th day of May, 1859.
EDW'D HOOGLAND,
Commissioner.

DOUGLAS COUNTY, ss :

Jared Chapman, the above petitioner, being duly sworn, saith : Some time last season—summer of 1858—I first learned that some of my property taken from my house had been found or traced by Mr. Tomberlin, and he obtained possession of some articles which were originally included in my bill presented before Commissioner Strickler. These items so recovered are as follows, *and are not charged or included in my petition* here now presented to the commissioners of claims as above. They are as follows, and subject to my order :

1 plough, worth \$10 ; 1 harrow, worth \$10.....	\$20 00
1 good bedstead.....	6 00
1 washstand, \$6 50 ; books worth \$10.	16 50
	<hr/>
Total of all the property ever recovered, directly or indirectly..	42 50
	<hr/> <hr/>

I am now a citizen of the Territory.

JARED CHAPMAN.

In the matter of the petition of Jared Chapman.

Petitioner claims for property taken or destroyed in September, 1856, viz :

10 acres of corn, \$240 ; garden vegetables, household furniture, books, &c..... \$1,200 00

The proof fully sustains the bill of items, except that Mr. Hackett, a reliable witness, says there were eight acres of corn, actually worth, clear of harvesting, \$100. Reduces the above bill. 140 00

Leaving balance..... 1,060 00
Add interest, 2½ years, at 6 per cent..... 159 00

Total award..... 1,219 00

EDW'D HOOGLAND.
HENRY J. ADAMS.
SAM'L A. KINGMAN.

MAY 4, 1859.

No. 245.

To the commissioners of claims under act of February 7, 1859 :

The petition of William E. Baker, resident on the west branch of Ottawa creek, Douglas county, represents: That petitioner is, and has been since May, 1855, a citizen of Kansas Territory, and during a portion of that time has resided in the county aforesaid; that on or about the 1st day of September, 1856, petitioner was the owner of two horses—one a bay and the other an iron-gray—of the value, together, of \$250; that on or about the said first of September said horses were forcibly seized and taken from near the premises of petitioner, in the county aforesaid, and taken away by individuals belonging to the free-State army, who seized said animals and rode them away, as deponent was informed and believes. As soon as practicable deponent made search for said horses, but never recovered the animals or received any compensation therefor.

WM. E. BAKER.

Sworn to before me this 4th day of May, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of William E. Baker.

DOUGLAS COUNTY, ss :

William B. Sowers, being duly sworn, saith: I reside on section 15, township 15, range 19, in Douglas county; I resided there throughout the year 1856; I know petitioner; in 1856 he resided about a mile and a half from me; he is a single man; his sister kept house for him; he moved from there to the vicinity of Paris, Linn county, in September, 1857; when he lived near me he had property, horses, cattle, hogs, stock, and other property; by reason of the difficulties and disorder then prevalent (1856) he lost two fine young horses; one a large bay horse about four years old, no marks remembered; he was an excellent horse, and worth \$150; the other was an iron-gray, about three years old, worth \$100 or more; these horses were taken at the time of the difficulty; they were stolen about last of August or 1st of September, 1856; afterwards I saw them in the service of the free-State party; a man named Mayfield had the iron-gray, and the last time I saw said iron-gray a man named William McWhinney had him; it was in the middle or last of October, 1856, that I last saw said horse in McWhinney's possession; I had no talk with him as to whose horse it was; the horse then was at James Doggins's, on Ottawa creek, about a mile from me; I saw the bay horse in the service of the free-State men, at their encampment, at Prairie City, in September, 1856; do not know how many men were camped there, sometimes 40 or 50, and sometimes 100; Captain Shore commanded that encampment; I was a

member of that encampment; Captain Shore's brother, J. Montgomery Shore, generally rode the bay so taken from Baker; do not know what finally became of either of those horses, except that I heard the bay went to Illinois, and the gray was taken to the Neosho; Mr. Baker never received any compensation for or recovered either of said horses; Mr. Baker was absent, gone to Missouri to see his sister, when the horses were taken; he returned to his home some time in September, and found his horses gone; Shore's company got their horses wherever they could press them, whether from free-State or pro-slavery men, according as the exigencies of the war demanded; Baker was regarded by some as a pro-slavery man.

WILLIAM B. SOWERS.

Sworn to before me this 4th day of May, 1859.

EDWARD HOOGLAND,
Commissioner

DOUGLAS COUNTY, ss:

Alexander R. Banks sworn: I know that in the fall of 1856, about September, petitioner had a large bay horse and an iron-gray horse, worth \$250 for the two; I resided within two or three miles of Prairie City at the time, and heard, in a manner entirely convincing to me, that these horses found their way to the free-State camp; I then resided on next claim to Mr. Baker, and do not know that he ever recovered these horses.

ALEXANDER R. BANKS.

Sworn to before me May 4, 1859.

EDW'D HOOGLAND,
Commissioner.

In the matter of the petition of William E. Baker.

Petitioner claims for two horses taken from him by Captain Shore's men, and used in the free-State camp, at Prairie City, September, 1856.....	\$250 00
The taking and loss of the horses being fully proven and the value substantiated, the same is allowed.	
Add interest, 2½ years, at 6 per cent.....	37 50
Total award.....	<u>287 50</u>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

No. 246.

To the commissioners of claims, under the act of February 7, 1859 :

The petition of Carl August Krause, of the county of Douglas, Kansas Territory, represents: That petitioner is, and has been since September, 1854, a citizen of Kansas Territory, and during a portion of that time has resided in the county aforesaid; that on or about the 15th day of September, 1856, petitioner was the owner of the following items of property: One valuable cloth overcoat, one lot of carpenter's and mason's tools, wearing apparel and bedding, and a quantity of books and other property, of the value, together, of \$76 75; that on or about the 15th day of September, 1856, said property was forcibly seized and taken from the premises of petitioner in the county aforesaid, and deponent believes that the individuals who took said property were actuated by political motives entirely. Deponent has never recovered any part of said property, or any compensation therefor.

CARL AUGUST KRAUSE.

TERRITORY OF KANSAS, *Franklin County, ss :*

The above was subscribed and sworn to this 4th day of May, A. D. 1859, before me, an acting justice of the peace within and for said county.

REUBEN HACKETT.

Justice of the Peace.

Inventory.

One cloak or cape overcoat—blue cloth*	-	-	-	\$30 00
Three blankets†	-	-	-	11 00
Two sheets†	-	-	-	2 00
One bed-ticking†	-	-	-	2 50
Seven shirts*	-	-	-	7 00
Two pair drawers†	-	-	-	2 00
One coat—cloth†	-	-	-	5 00
One pair pants—cloth†	-	-	-	4 00
Three augers, (one or two, or more)†	-	-	-	2 00
One axe*	-	-	-	1 75
Three chisels, (one or two)†	-	-	-	1 75
One handsaw, \$2*	-	-	-	2 50
One hatchet*	-	-	-	1 00
Three books, (\$1 50 to \$2 50)†	-	-	-	3 75
One satchel*	-	-	-	1 50

77 75

I certify that the above inventory is correct as to the articles that Krause had in my house; the items marked * I think are correctly

estimated; the items marked † I know he had, but do not know their value; the side figures are probable values fixed by me.

JARED CHAPMAN.

Sworn before me May 4, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Carl August Krause.

MINNEOLA, *Franklin County, ss:*

Jared Chapman, being duly sworn, saith: In 1856 I resided in Douglas county; I know petitioner; he came to live with me in June, 1856, and remained in my employ until September following; I left home with my family in July; Krause continued to occupy my house after I left, and had his things therein; I know he had and owned one valuable cloth overcoat (blue) not much soiled, worth \$25 or \$30; he also had a lot of carpenter's and mason's tools, saws, chisels, hatchets, and hammers; don't know what the lot was worth; he had a lot of new shirts (six) worth \$1 each; his bedding was one feather bed and some covering; it was European ticking; bedding worth \$10 or \$15; he had books worth \$2 or \$3, may be more; all that property was in my house when I left home; whilst I was gone my house was entered and robbed, in September, 1856, of all the furniture and other property in it; I never recovered but a very small proportion of my goods, which a neighbor obtained for me, and presume Krause's goods and tools were taken away with mine; Krause is a citizen of the Territory, and was at the time said goods were taken.

JARED CHAPMAN.

Sworn to before me May 4, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Carl August Krause.

The petitioner in this case claims for loss of property.....	\$76 75
The board, on the proof, award the sum of.....	65 00
Interest on same, 2½ years, at 6 per cent.....	9 75
Total award.....	76 75

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

No. 247.

To the board of commissioners appointed to audit and certify claims under the act of February 7, 1859:

The petitioner, Perry Fuller, states: That he is a citizen of Kansas Territory, and has been since the month of October, 1854, and that on or about the 25th of July, 1856, I had stolen from my farm, one and a half mile west of Centropolis, one bay pony, worth..... \$75
 One black pony, worth..... 65
 One two-year old colt..... 50
 Two yearling colts, at \$25 each..... 50
 One bay mare, claimed by Thomas Shirley..... 75
 One gray mare..... 100

Total..... 415

I got the gray mare in the spring of 1857 by paying \$30 cost. The remainder of the property I have never got, nor any compensation for it, in whole or in part. These horses were all stolen by Sanders's company, who had a camp at that time on the head of Washington creek, about 8 miles from my house; there were about 60 or 70 in the company. In the morning after the horses were stolen we tracked them in the direction of the camp till we got within a mile of the camp, we then deemed it prudent to go no further; I was a free-State man, and I believe that company held other sentiments; their main business being to rob and steal.

PERRY FULLER.

Sworn to before me May 4, 1859.

SAM'L A. KINGMAN, *Commissioner.*

FRANKLIN COUNTY, ss:

Charles Kobbins, being duly sworn, says: He is acquainted with petitioner; that he is a citizen of Kansas Territory, and has been here 4 or 5 years. About the last of July or first of August, 1856, Mr. Fuller was living in Franklin county, near the town of Centropolis, and seven ponies were taken away from him one night about that time; we missed them in the morning about sunrise, and commenced searching for them; soon got track of some ponies, followed them in a north-west direction; we followed them some 7 or 8 miles, to near the head of Washington creek, to within sight of the camp of Captain Sanders's company, and did not dare to go further. Those men were hostile, and it would have been unsafe to go into their camp, in our opinion; they had a rather bad reputation. Three of the ponies were lariated out, and we followed the track from that point to within sight of the camp; have no doubt it was the trail of petitioner's ponies. One was a bay pony, worth about \$75; one was a black pony, worth about \$65;

one bay pony, two years old, worth about \$50; two yearling colts, worth \$25 each. There was a bay mare owned by Mr. Shirley in the drove with the others, and taken at the same time, worth \$75; one gray pony of petitioner was taken, worth \$100. This last pony Mr. Fuller has got back at an expense of \$30 or \$35. The remainder of the ponies he has not got, nor any pay for them, that I am aware of; I have lived in this neighborhood ever since the ponies were stolen, and have never seen them since, save the gray above mentioned as recaptured.

CHARLES ROBBINS.

Sworn to before me May 4, 1859.

SAM'L A. KINGMAN, *Commissioner*.

In the matter of the petition of Perry Fuller.

The petitioner claims for loss of ponies stolen in 1856	-	\$415	00
Deduct the value of pony belonging to Mr. Shirley	-	\$75	
And the gray mare returned, less \$35 cost, &c.	-	65	
			<u>140 00</u>
Leaves a balance of	-		275 00
which the board allow to petitioner.			
Add 2½ years' interest	-		41 25
Total award	-		<u><u>316 25</u></u>

SAM'L A. KINGMAN.
EDW'D HOOGLAND.
HENRY J. ADAMS.

MAY 4, 1859.

No. 248.

To the board of commissioners appointed to audit and certify claims of Kansas sufferers:

Your petitioner, Henry Baricklow, states: That he is a citizen of Kansas Territory, and has been since April, 1855; that about November, 1855, your petitioner was in possession of three steers, worth \$150, which were driven off by pro-slavery men; and in May, 1856, also seven barrels of flour, worth \$12 per barrel; two casks of nails, worth \$16; five bushels of dried apples, worth \$15; one cask of hams, 200 pounds, worth \$25; four hundred pounds of sugar, worth \$50; and in June, 1856, one Sharpe's rifle, worth \$30; four common rifles, worth \$20 each; half keg of powder, worth \$7; two Colt's revolvers, worth \$18 each; one large drum, worth \$15; and in August,

1856, by General Lane's army: lead pipe, worth \$20; thirty-five bushels of corn, worth \$35; damage done to tools, bed clothes, and wearing apparel in hiding them out in the brush and sink holes, in order to save anything. One bellows and blacksmith tools rendered useless, damage \$100.

Recapitulation.

Three steers	-	-	-	-	-	-	\$150 00
Seven barrels flour, \$12 per barrel	-	-	-	-	-	-	84 00
Two casks nails	-	-	-	-	-	-	16 00
Five bushels dried apples	-	-	-	-	-	-	15 00
Two hundred pounds ham	-	-	-	-	-	-	25 00
Four hundred pounds sugar	-	-	-	-	-	-	50 00
One Sharpe's rifle	-	-	-	-	-	-	30 00
Four common rifles	-	-	-	-	-	-	80 00
One-half keg powder	-	-	-	-	-	-	7 00
Two Colt's revolvers	-	-	-	-	-	-	36 00
One large drum	-	-	-	-	-	-	15 00
Thirty-five bushels corn	-	-	-	-	-	-	35 00
Lead pipe	-	-	-	-	-	-	20 00
							563 00
							563 00

The above property was lost and destroyed between the 1st November, 1855, and December 1, 1856, and never recovered, in part or in whole, nor any compensation therefor or any part thereof. As to time, I think the three steers were gone before the 1st November, 1855, as near as I can now remember. We missed them before that time, but did not know what became of them till afterwards.

H. BARICKLOW.

Sworn to before me May 6, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Henry Baricklow.

TERRITORY OF KANSAS, *Franklin County, ss:*

Daniel Johnson, being duly sworn, deposes and says: He is acquainted with the petitioner; he is now a citizen of this Territory, and has been since the 1st of May, 1855; he resides near Palmyra, in Douglas county, and did in 1855 and 1856. In 1855, between the 5th and 10th of July, he lost three head of cattle; they were good, nice, young work cattle, five years old; they, the three, worth \$150. I recollect the time from the fact that at that time I got my arm broken, and know that it did not vary much from the time stated. They were said to have been taken off by Hugh O'Connor. About the month of May, 1856, as I think, the petitioner sent a team to Kansas city for a

load of property ; the reason of his sending another team than his own was that it was not safe. The man sent for it was a cripple, and it was supposed that he would not be attacked by the armed bands then infesting the country. The team left Kansas City with 7 barrels of flour, worth \$12 per barrel ; 5 bushels dried apples, worth \$3 per bushel. There was one keg of nails, worth \$10 ; one barrel pickled pork, 200 lbs., worth \$25. On his way out from Westport he was attacked by a band of armed men, under the command of John Forman and Coleman, as I have from the teamster, and robbed of the entire load. The brother of the petitioner, about the same time I believe, soon after the occurrence above stated, started from Kansas City with one hogshead of sugar belonging to the petitioner, intending to carry it to Palmyra; but becoming suspicious that he was about to be robbed, he left the sugar at Little Santa Fé for safety, where it was taken or lost, and was an entire loss to the petitioner ; it was worth 12½ cents per lb. There was originally 1,200 lbs. in the hogshead ; a part had been taken out, but certainly not to exceed half. About the 1st of June, 1856, a party of armed men, under the command of Captain Pate, robbed the house of petitioner. They took away one Sharpe's rifle, several other rifles, and a pair of Colt's revolvers. The Sharpe's rifle was worth \$30 ; the revolvers were worth \$18 each ; the other common rifles were worth \$15 or \$18. One of them was a new rifle, a splendid one. They returned the next morning, and again took possession of the house. They took a half keg of powder, poured it on the ground, and set fire to it. They also took off two drums ; the one a large bass drum ; the small one was afterwards recovered, much damaged, having several holes shot in it, at the battle of Black Jack. The bass drum was worth \$15 or \$16.

There was about three acres of corn owned by the petitioner. When it was in roasting ear, a party of men belonging to General Lane's command encamped near to it. They took and destroyed nearly all the corn. Everything was treated by them as common stock. It was good corn, about an average crop ; it was worth at least \$10 per acre. The same men at the same time dug up and took away a lot of lead pipe from the petitioner's mill, which they run up into balls ; it was thirty or forty feet long. I do not know how much it would weigh, or what it would be worth. I do not know that any of the property has ever been recovered, or any compensation received therefor by the petitioner.

The first I knew, certainly, how the oxen were taken was in the spring of 1856, when a man by the name of Kountz acknowledged that he assisted O'Conner in taking them away.

The petitioner had two good lots of blacksmith's tools. At the time of the disturbances there was fear of the shop being fired and burnt up. In order to save the tools they were taken out and hid in the bushes and elsewhere, and exposed to the weather and very seriously damaged.

DANIEL JOHNSON.

Sworn to and subscribed before me this 6th day of May, 1859.

SAMUEL A. KINGMAN.

Joseph Baricklow, being duly sworn, says: He is the son of the petitioner; that his father is a citizen of the Territory, and has been since 1855. I know that my father was the owner of the following property, I saw it in the warehouse in Kansas City: 7 barrels flour, 5 bushels dried apples, 200 lbs. hams in pickle, and 400 to 600 lbs. sugar. The flour was worth \$12 per bbl.; the dried apples were worth \$3 per bushel; the hams were worth \$30; the sugar was worth 12½ cents per lb.

In the summer of 1856, I think, about the last of May or the 1st of June, a band of armed men came to my father's house in the night; I was up stairs in bed. They came up and presented a cocked pistol at me, and told me I had better lay still if I wanted to save my hide. They hunted round, got a rifle up there and three others below, and two Colt's pistols; a Sharpe's rifle worth \$33, one other rifle worth \$30; the other two were worth \$15 each; the revolvers were worth \$15 or \$16 each. They returned in the morning, and took one other rifle; it was worth \$15. They also on that morning took off two drums; one of which was afterwards recovered. The one not recovered was a large bass drum, worth \$15. In the summer of 1856 my father raised about eight acres of corn. When the corn was in roasting ear, or a little harder, an armed band of men encamped near by, and took and used about one-third of the crop. I think the amount taken was over three acres; it was worth \$10 per acre.

At the same time the same men took from the mill of the petitioner a lot of lead pipe for running balls; it was worth \$35; that was what he paid for it.

The men who took the corn and lead pipe, I suppose, were free-State men; they were a part of Lane's command. The party who robbed the house and took the other property were pro-slavery men, and commanded by *Henry Clay Pate*, and called the Westport Sharpshooters. When they came in that night they called themselves Uncle Sam's men; they had a great many government arms and United States clothing.

JOSEPH BARICKLOW.

Sworn and subscribed before me this 6th day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Henry Baricklow.

Petitioner claims for loss of three steers	-	-	-	-	\$150 00
Other property	-	-	-	-	413 00
					563 00
Damage to property by hiding it	-	-	-	-	100 00
					663 00

The first item is inadmissible ; the loss having occurred prior to November 1, 1855.

The loss of the other property is proven, and its value as set forth in the petition is allowed and awarded by the board - - - - - \$413 00

Interest on same, 2½ years, at 6 per cent. - - - - - 61 95

Total award - - - - - 474 95

SAMUEL A. KINGMAN.

EDWARD HOOGLAND.

HENRY J. ADAMS.

No. 249.

To the honorable commissioners appointed to audit claims for property taken and destroyed, and damages resulting therefrom, during the disorder that prevailed from November, 1855, to December, 1856.

Your petitioner, Theodore Weiner, of the county of Anderson, Kansas Territory, would respectfully represent to your honors: That he was, during the years 1855 and 1856, and is now, a resident of the Territory of Kansas. That in the month of June, 1856, at the county of Franklin, Kansas Territory, your petitioner was in the mercantile business, and at the time and place aforesaid there was taken from and destroyed, of the property of your petitioner, by force and arms of a lawless mob of armed men, without the consent of your petitioner, a large stock of dry goods, groceries, clothing, hardware, castings, boots and shoes, millinery, drugs, seeds, &c., of the value of \$4,500. That by reason of your petitioner's property and papers being all taken and destroyed by said mob he is unable to give a further description of the same. That your petitioner was the absolute owner of said property, and has not recovered the same nor received compensation therefor, in whole or in part.

THEODORE WEINER.

Sworn to before me May 11, 1859.

SAM'L A. KINGMAN, *Commissioner.*

In the matter of the petition of Theodore Weiner.

ANDERSON COUNTY, ss:

August Bondi, being first duly sworn, says: He is acquainted with the petitioner; that in May, 1856, he was a citizen of this Territory and is now a citizen. He was compelled to leave the Territory in the latter part of June, 1856, and returned this year (1859) in the com-

mencement of April. In the summer of 1856, when I came into his neighborhood for the first time that year, he was engaged in business, conveying goods from Kansas City to his store on Musquito branch, Franklin county, Kansas. The store-room was 18 feet by 18 feet, and a warehouse adjoining was 12 feet by 18 feet. There was in his store dry goods, hardware, boots and shoes, saddlery, millinery, some medicines, ready-made clothing, and piece goods. The warehouse was full of bacon, salt, sugar, coffee, and flour, 20 or 30 sacks. The pile of bacon was 4½ feet high. There was also whiskey, brandy, and vinegar. When I came up with him he brought three teams loaded with goods, several cases of dry goods, a lot of groceries, some stoves and castings; no other groceries, except a sack of coffee and one barrel of crushed sugar. The load of the three wagons was 7,000 pounds. There was no room for any of these things when we arrived, either in the store-room or warehouse. I first became acquainted with the stock on the 18th or 19th of May, 1856, and staid in the store-room up to noon of the 21st of May, 1856, when I started with petitioner, leaving Jacob Benjamin in charge of the store.

I have been engaged in the mercantile business six or seven years. I think that the stock of petitioner, when I left, was worth \$4,000. It was the heaviest stock of goods I have yet seen in southern Kansas. We had heard that Lawrence was besieged and the country was full of armed ruffians, and we left to get them out of the country. Forty other settlers in the neighborhood called upon us to go, and accompanied us in the trip.

I made no inventory of the goods in the store. I am twenty-five years old in July next. I am now farming.

AUGUST BONDI.

Sworn to before me May 11, 1859.

SAM'L A. KINGMAN.

Wilbur West, being sworn, says: That, in the spring of 1856, petitioner had a store on Mosquito branch, in Franklin county; I was occasionally in his store that spring, and did trading there; there was a larger stock of goods on hand then than I had seen in the country at that time, or have yet seen in the southern part of Kansas; there were dry goods, ready-made clothing, saddlery, harnesses, cutlery, groceries, flour, bacon, and molasses. I was in the store on the last of March for the last time. I have never been engaged in the mercantile business.

WILBUR WEST.

Sworn to before me May 11, 1859.

SAM'L A. KINGMAN.

Joseph Benjamin, being first duly sworn, says: That, in the month of June, 1856, and from the month of February preceding, he had been the clerk of petitioner, in his store, and acquainted with his business and his stock of goods, and was living on the premises with my family. On the 21st of May, or thereabouts, the petitioner was called on by the neighbors to go and assist in relieving Lawrence; I being a man of family, petitioner went and left me to attend to the business. After he left there was quite an excitement produced, especially by pro-slavery neighbors, who ordered others and myself to leave, and threatened to burn myself and wife if we did not go; I did not go at that time, which was about two days after petitioner left; I prepared for defence by putting a keg of powder under a keg of nails and running a train on back 50 or 60 feet; I slept near the end, intending to protect the store, if necessary, by firing the train; next day I was obliged to leave; I saved some goods, some that were in the wagons standing there, and some necessaries that I took along; I took the things, with my family, to the north fork of Pottawatomie creek; two days after this I was taken prisoner by 16 men, carried to the forks of Pottawatomie; first they wanted to hang me; then tried me and let me go; when I started away they wanted to shoot me in the back; the captain called me back and gave me into the hands of the United States troops, on the charge of murder and treason. They, the *United States troops*, under the command of Captain Wood, tied me, hands and feet together, with my hands behind my back, so that I could neither stand nor lie down, and left me twenty-four hours in that condition, without any food, except a small bit of corn bread given me in the morning by Judge Wilson; after twenty-four hours they marched me down to Osawatomie, on foot, fifteen miles in three hours. At the camp at Osawatomie I was joined by five other prisoners and marched to Prairie City; this day was the 6th of June; we marched chained two and two together past the premises of petitioner's stores; they were burned down; the ruins were still smoking. I was kept a prisoner about five weeks; I was tried for high treason at Tecumseh, and the only proof against me being that I had sold a bottle of whiskey, I was discharged; the witness was an Irishman by the name of Thomas Kelly; my trial was merely an examination and not a trial before a jury; when I got back I found the site of the house covered with a mass of ruins, melted glass, nails, stoves, kettles, brass kettles melted, barrel hoops, and salt, and such things as fire does not destroy—all injured by the fire so as to be hardly worth anything.

The stock that petitioner kept in his store was \$6,000 on an average, sometimes more, sometimes less.

It was an average stock which I left in the store, perhaps some less; I could not say for certain that it was an average stock; I took away some of the clothing, some dry goods, and some saddlery, a barrel of crushed sugar, and a sack of goods, and some provisions, worth, I suppose, about \$1,000; part of this was destroyed and taken when I was a prisoner, and while I was so I was not present, and cannot swear what became of it; most of it was gone when I returned. The stock in the store was large, consisting of dry goods, clothing, saddlery, groceries, drugs, osage orange seed, (several sacks of it,) and other

garden seeds by the quantity. There was a hogshhead and a half of sugar and 50 sacks of coffee; several small barrels of a better quality of sugars; molasses, whiskey, and vinegar, of each one barrel; bacon, about 15 or 20 cwt.; 20 or 25 sacks of flour. I make my estimate of the losses from calculations made at the time. I then thought the loss would be between \$5,000 and \$6,000. This store was seven or eight miles southwesterly from Osawatomie, on the old California road. The goods that I took to the north fork were taken in two wagons and a small cart, about seven or eight miles from the old stand. The teams we had to the wagons were light, and we could not take a big load.

When I fixed the estimate of losses at \$5,000 or \$6,000 I included the houses destroyed, which were my property. The loss, by goods of the petitioner, was, in my opinion, about \$4,500. I have been engaged in the mercantile business for twelve or fourteen years, off and on. I make my estimate from a general knowledge of goods, but more from a particular knowledge of that stock of goods. The clothing alone was worth \$2,000. I did not see Mr. Weiner from the time I was taken prisoner until he came back last month. I have no interest in this claim.

JACOB BENJAMIN.

Sworn to before me May 11, 1859.

SAM'L A. KINGMAN,
Commissioner.

Freeman Austin, being sworn, says: That he went to work for Mr. Benjamin, in the spring of 1856, to build a house about sixty rods from Mr. Weiner's store. I was in the store every day I was there at work. I boarded with Mr. Benjamin; the store-room was a good-sized room and was well filled; he was doing a big business and selling off fast; about five days before the burning of the store he brought three loads of goods to the store; it was already full; I did not see what would be done with them; but he put the biggest part of them in the back room; that room was jammed full, too; bacon, flour, glass, ready-made clothing, saddlery, harness, nails, salt, dry goods, millinery goods, medicines, brass kettles, three stoves, and such things as are usually kept in a dry goods and grocery store, and adapted to the wants of a new population. I was not at the store when it was burned. Mrs. Benjamin, who had been removed by her husband on to the North fork of Pottawatomie, had sent for me, with the word that her husband was a prisoner. I went to her; took her and her goods to a place where I could get them safely, as well as I could. When I returned with Mrs. Benjamin we went right by the ruins of the buildings; they had been burned, probably, the day before; I am not a judge of the value of dry goods and groceries. I have not seen so good a stock in southern Kansas—not even in Osawatomie.

FREEMAN AUSTIN.

Recalled.

The goods taken by Mr. Benjamin down on to the North fork were partly taken by a party from Paoli while Benjamin was a prisoner; I cannot fix the relative value of the part taken and the part left; I should say about one half.

FREEMAN AUSTIN.

Sworn to before me May 11, 1859.

SAM'L A. KINGMAN,
Commissioner.

Theodore Weiner, sworn: Is the petitioner in this case; I came to this Territory, in the fall of 1855, bringing with me a stock of goods from St. Louis, Missouri; I opened my goods on Mosquito branch, in Franklin county, and kept my store there all winter and spring. On the 21st May, or thereabouts, in company with some of my neighbors, I left to go and defend myself; as threats had been made, I thought it more safe to keep in camp. I left my business in charge of Jacob Benjamin, knowing him to be a straightforward and honest man, and if I should get killed I should leave no widow; I was engaged in the battle of Black Jack, and heard the news that my store was burned some five or six days afterwards; and what was not burned, stolen and carried off. The stock which I left was, in actual cash, worth \$4,500. After hearing of the loss, and having been threatened several times before, and as free-State men were not protected by the government, I thought it advisable to leave the Territory for my own safety; when I left I intended to return, and have always intended to do so. I returned to the Territory on the 9th of April, this year. My own losses were \$4,500; the losses of the goods were much more; but my brother had an interest in the store; he had made an arrangement by which I was to take his stock; I have never realized a copper from the store, in any way or shape, nor is there any chance. Little set up a store out of my stock, as I was informed, and he was shot last winter. I have no hopes of anything from the store, in any way. I have been informed that Weightman was engaged in peddling my goods out, through the country, during the year 1856. He lives in West Point, Missouri. I don't know these facts, nor whether I can prove them.

THEODORE WEINER.

Sworn to before me May 11, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Theodore Weiner.

LYKINS COUNTY, ss :

Amos D. Alderman, being duly sworn, says: He had some acquaintance with the petitioner in 1856. He was doing business on Musquito branch. I have been in his store there. Mr. Benjamin was clerking for him. I heard that part of the goods were burned. Benjamin and Bondi told me so. A part of the goods were brought to this town and sold by Benjamin. He opened a store here, and sold goods here for nearly a year. Bondi came with him, and did business with him. They brought the goods here three or four weeks after the battle on the 30th August. I think they had a considerable stock. They continued to sell goods here for about a year, and then moved the stock to Greely and opened a store there. I never knew of his replenishing his stock here; don't think they did. Benjamin and Bondi both told me the goods were Weiner's. I have never seen Weiner since, till three or four weeks ago.

AMOS D. ^{his} + ALDERMAN.
mark.

Witness: SAM'L A. KINGMAN.

Sworn to before me May 27, 1859.

SAMUEL A. KINGMAN, *Commissioner.*

John Sharkey, being first duly sworn, says: That he returned to Osawatomie in November with a new stock of goods. My goods did not reach here till December. Some time in December, 1856, I was in the store of Jacob Benjamin, in town, and saw his goods there. They were put up without order. I did not examine them particularly, but I should think there must have been between \$700 and \$900 worth of goods then in his store. I have been dealing in goods since 1843, part of the time for others, part of the time for myself. Am accustomed to make some examination and estimate of a store when I go into it. At that time I had my goods, and was interested in knowing what stocks were in town, and what competition would be, and, from my recollection of Benjamin's goods, as I saw them then, I have formed my estimate of their value.

JOHN SHARKEY.

Sworn to before me May 27, 1859.

SAM'L A. KINGMAN, *Commissioner.**In the matter of the petition of Theodore Weiner.*

The petitioner claims in this case, for property destroyed, \$4,500. From the testimony of Messrs. Sharkey and Alderman it appears that

petitioner's agents, Bondi and Benjamin, had saved out of the stock quite a large amount of goods, and retailed them for many months in Osawatomie, a fact of which they were oblivious when they gave their testimony at Garnett. Those witnesses prove that petitioner is a citizen, but disclose facts from which we are bound to infer that he is not a citizen, and not entitled to the benefit of the law, and no award can be made him.

SAM'L A. KINGMAN.
EDW'D HOOGLAND.
HENRY J. ADAMS.

JULY 1, 1859.

No. 250.

To the honorable commissioners appointed to audit claims for property taken or destroyed, and damages resulting therefrom, during the disorder that prevailed from November, 1855, to December, 1856.

Your petitioner, Henry Alderman, of Anderson county, Kansas Territory, would respectfully represent to your honors: That he is and has been, ever since the summer of 1854, a resident of Kansas. That, on the 7th day of June, 1856, there was taken from your petitioner, by force of a lawless body of armed men, at Osawatomie, in Lykins county, Kansas Territory, one horse, of the value of one hundred dollars, a bay, about fifteen hands and one inch high, eight or nine years old, and a small star in the forehead; and the harness, from which the horse was cut, was injured some five dollars. And your petitioner would further represent that, on the 29th day of August, 1856, at the same place, there was taken from him one stove, worth twenty-five dollars, and sundry household articles, of the value of some sixty dollars; also lumber, worth twenty dollars. I spent fifteen dollars in recovering one of the horses stolen. Your petitioner further states that he was the absolute owner of all and singular the property set forth in this petition, and has not recovered the same, nor compensation therefor, in whole or in part.

Sworn to before me May 11, 1859.

SAMUEL A. KINGMAN,
Commissioner.

TERRITORY OF KANSAS, *Anderson County, ss:*

On this 9th day of May, 1859, before me, clerk of the district court in and for the county of Anderson, Kansas Territory, came Henry Alderman, to me well known, and, after being by me sworn accord-

ing to law, upon his oath says that the facts and things set forth in the above petition are true in substance and fact.

HENRY ^{his} × ALDERMAN.
mark.

Subscribed and sworn to before me this 9th day of May, 1859.

ALUNSEN SIMONS,
Clerk of District Court in and for Anderson County, K. T.

In the matter of the petition of Henry Alderman.

Henry Alderman, being first duly sworn, says: He is the petitioner in this case; that he is a citizen of this Territory, and has been since the year 1854. On the day that Osawatomie was sacked, I think about the 7th of June, 1856, I was hauling wood near the steam mill of Osawatomie, I met a body of armed men, numbering 150 about, under the command of Joseph Hudspeth, as I afterwards learned. I was driving two horses with good harness; these men with their knives cut the traces, ordering me to let go the lines or die; twenty cocked revolvers were pointed at me; I did not let go the horses; they cut the horses out of the gears, saddled and mounted them and rode towards Osawatomie. One of the horses was a bright bay, about nine or ten years old, fifteen hands and one inch high; I had been offered, a few days before, \$120 for the horse, but would not break up my team; he was worth \$100; the other horse I recovered, by incurring an expense of \$15. The harness was injured to the amount of \$5 at least. On the Monday after Osawattomie was burned, in August, 1856, I left my home and went to Missouri. In about ten or twelve weeks I returned to the house, and found the cooking stove gone, worth \$25; and general household furniture, such as tubs, buckets, crocks, jars, baskets, log-chains, and a saddle, and other things, in their value amounting to \$60, were also gone. I left because the Missourians, four hundred in number, ordered me to leave on pain of being burned alive, and all my property with me. The Missourians generally put their threats in execution, except when restrained by their cowardice. I never got back the horse nor any of the property, except a broken table; nor have I received any compensation therefor. I was also the owner of \$20 worth of lumber in Osawattomie, when I moved my family out of town to escape danger; this was destroyed or lost to me; I never knew what became of it.

HENRY ^{his} × ALDERMAN.
mark.

Witness: SAMUEL A. KINGMAN.

Sworn to before me May 11, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Hannah Jane Alderman, being duly sworn, says: I am the wife of petitioner. At the time Osawattomie was sacked in June, 1856, I saw two of the armed men who attacked the place enter the town riding my husband's two horses; I did not know whether he had been murdered or not. Mr. Alderman got back one of these horses in about a week or ten days; the other horse he has never recovered; these horses were the property of Mr. Alderman. After the sack of the town, apprehending further troubles, we moved four miles into the country for safety. On the Monday after Osawattomie was burned, in August, 1856, we left our home in the country, having been ordered by the Missouri mob to leave the country, or everything we had would be burned and we with them. There were about four hundred in the mob, and strong enough to execute their threats; when we left, we left of our property in the house, buckets, tubs, churn, 10 gallon keg, pans, spoons, knives and forks, stoneware 20 gallons, stove, and all the cooking utensils, log-chain, iron wedge, baskets, and such other things as we could not haul in our one wagon; a table, bedstead, four chairs. I have made the estimate of the value of these things myself, and think, setting aside the stove, they were worth \$50 or \$60. I made this estimate at the time I found they were gone; the stove was worth \$25, with the pipe. Excepting the table, which we recovered broken, I have never seen any of those things since. They were the property of Mr. Alderman.

H. J. ALDERMAN.

Sworn to before me May 11, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Henry Alderman.

LYKINS COUNTY, ss:

James Stotts, being sworn, says: That on the 6th of June, 1856, Henry Alderman lost two horses, one of which he recovered soon after; the other was a bay horse about 15 or 16 hands high, worth, in my judgment, \$100; last summer I saw Mr. Alderman on his way to Missouri; he told me he had heard of his horse; a few days after he came back his son Amos came down from Anderson county and told me his father had got back and had not got the horse, that they would not give him up, but that he had got a note for him; last winter I was up at Mr. Alderman's house, in Anderson, and staid all night; he then told me he had got the money for the horse, \$100 in amount, with which he intended to pre-empt his land.

JAMES STOTTS.

Sworn to before me May 23, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Henry Alderman.

LYKINS COUNTY, ss :

Amos D. Alderman, sworn, says : That he is a son of the petitioner; that he is a citizen of Kansas, and has been since the year 1854 ; in June, 1856, he was living in Osawatomie, and on the same day that Osawatomie was sacked he was the owner of a bay horse seven or eight years of age ; he was on the other side of the creek from town, engaged in hauling rails and wood ; I left him there at that business about eight o'clock in the morning and came over to town ; about an hour and a half after, Mr. Crane said that there was a company of men coming ; I went to the creek to see ; saw them ride up to father's wagon and cut the harness and commence stripping the gears off ; I then returned to town ; the company came over into town with my father's two horses in their possession, and came to his house and called for the arms ; a young fellow that was boarding there handed the guns out to them ; he got one of the horses back in about three months and also one of the guns ; the bay horse he never recovered ; he was worth \$80 ; the double harness were pretty well spoiled, the breeching and tugs were cut, and the breech straps and belly bands and collars ; they cut the horses loose from the harness and wagon ; the damage done to the harness was as much as \$5 or \$10 ; in August, 1856, and about the last of the month, a stove which he had left in a house was taken away ; I was at the house one day, the stove was there and the next day it was gone ; I never knew what became of it ; it was during the excitement here ; the stove had cost him \$24 two months or so before ; it was worth that sum ; there were some things gone that were about the house, at and about the same time ; I disremember what or how much ; there was some crockery ; can't say how much ; the old folks had gone to Missouri to start his wife to Illinois ; there was a saddle in the house ; they were all gone the same day that the stove was missing ; this was all the property of my father ; I am 24 years old ; he was the owner of lumber, some 2,000 or 3,000 feet, in August, 1856 ; it was here after the fire ; a part of it was sold to Mr. Chestnut by D. W. Cullis, as Mr. Chestnut told me ; lumber was worth then \$30 a thousand ; I know that he spent some time in hunting for the horse that he recovered ; he was gone once, something over a week ; I think \$15 would not be more than enough to pay his expenses and time for that week.

his
AMOS D. + ALDERMAN.
mark.

Attest : W. SPRIGGS.

Sworn to before me May 19, 1859.

SAMUEL A. KINGMAN,
Commissioner.

TERRITORY OF KANSAS, *Lykins County, ss:*

Personally appeared before me, a justice of the peace in and for said county, Henry Alderman, junior, and after being by me first duly sworn upon his oath, says: That he was at his father's, Henry Alderman, senior's, house last winter, when James Stotts was there, and heard a conversation relative to the note his father had got down in Missouri; heard his father tell Stotts that he did not get his horse, but did get a new note for his cattle, made payable at his own house, and thought he would not be troubled any more about that; thought that he would get that \$100 to pay on his land, and would not be pushed for the balance on a land warrant.

HENRY ^{his} × ALDERMAN, JR.
mark.

Subscribed and sworn to before me, this 30th day of June, 1859.

NELSON J. ROSCOE,
Justice of the Peace.

Susannah M. Alderman, upon her oath, says she heard the conversation referred to by her husband, Henry Alderman, junior, and it was as sworn to by him above.

SUSANNAH ^{her} × ALDERMAN.
mark.

Subscribed and sworn to before me this — day of —, 1859.

N. J. ROSCOE,
Justice of the Peace.

In the matter of the petition of Henry Alderman.

TERRITORY OF KANSAS, *Lykins County, ss:*

Personally appeared before me, a justice of the peace in and for said county, Amos Alderman, and after being by me duly sworn upon his oath, says: That in the conversation referred to by James Stotts, he did not say that his father, Henry Alderman, had got a note for his lost horse, but that he did say to Mr. James Stotts that his father did not get his horse, but he got a new note—a balance due on a drove of cattle and further states that his father was down in Missouri, in part, looking for the lost horse.

AMOS D. ^{his} × ALDERMAN.
mark.

Sworn to and subscribed in my presence, this 30th day of June, A. D. 1859.

N. J. ROSCOE,
Justice of the Peace.

600 rails, at \$3 50 per hundred	-	-	-	-	\$21 00
4 head of hogs, at \$5 a head	-	-	-	-	20 00
48 chickens, at 10 cents apiece	-	-	-	-	4 80
					<hr/>
					674 80
					<hr/> <hr/>

The above losses have been more than \$300 damages to me, about June, 1856.

SILAS SUTTON.

In the matter of the petition of Silas Sutton.

ANDERSON COUNTY, ss :

Isco Sutton, being duly sworn, says : He is a brother of the petitioner ; that he came into the Territory in May, and has been a citizen thereof ever since. That he left temporarily in July, 1856, and did not return till March, 1857, having been driven out, and kept away by fear of the difficulties prevailing here. About the last of June, 1856, a bay horse, the property of the petitioner was missing. On the same night a sorrel mare, the property of petitioner, was taken ; she was lariatied out the evening before, and the next morning was gone, her lariat rope having been cut. I don't know what became of the horses. A great many border ruffians were about there ; they loved to ride horses. A good many of them came there afoot and were afterwards riding good horses. A great number of horses were stolen in that neighborhood about that time. About the same time the horses were missing a part of Buford's men were gone, and I afterwards saw them coming into the Territory packing saddles. From these and other facts I think I can guess what became of the horses.

The bay horse was worth \$150.

The mare was worth \$100 or \$120.

He had 12 acres of old ground corn that would yield 40 bushels per acre, worth 50 cents a bushel in the field. He had 8 or 10 acres of sod corn, worth \$8 or \$10 per acre. This was all growing in the field on the 26th of July, when he left the Territory. He had some hogs, I don't know how many, five or six, worth \$5 or \$6 each. He had right smart of chickens, as many as four dozen, worth, little and big, \$1 50 per dozen. He had also potatoes and other vegetables to the amount of \$50 or \$60 in value. These things he left on his claim when he left here on the 26th July, 1856, with the rest of us. He returned with us in March, 1857, and all these things were gone; also 600 good rails, worth \$3 50 per hundred, which had been carried off or burned up.

ISCO SUTTON.

Sworn to before me May 11, 1859.

SAMUEL A. KINGMAN.

Commissioner.

James Sutton, sworn, says: After I had heard of the loss of petitioner's horses I saw a mare that I believed to have been the one my brother left in the possession of Mr. Baxter, I think; conversations with my son confirm my belief as to the identity of the horse. Mr. Baxter said he had bought the horse in Missouri; and a month later, and only a night or two after my son had gone up to look at the horse, I heard that Mr. Baxter had gone with the horse to Missouri. I have never seen the horse or Mr. Baxter since.

JAMES SUTTON.

Sworn to before me May 11, 1859.

SAMUEL A. KINGMAN.

Commissioner.

In the matter of the petition of Silas Sutton.

Petitioner claims for—

1 bay horse	-	-	-	-	-	-	\$150 00
1 sorrel mare	-	-	-	-	-	-	125 00
12 acres of corn, 40 bushels per acre, at 50 cents per bushel	-	-	-	-	-	-	240 00
8 acres of corn, at \$3 per acre	-	-	-	-	-	-	64 00
Potatoes and vegetables	-	-	-	-	-	-	50 00
600 rails, at \$3 50 per hundred	-	-	-	-	-	-	21 00
4 hogs, at \$5 apiece	-	-	-	-	-	-	20 00
4 dozen chickens, at 10 cents apiece	-	-	-	-	-	-	4 80
							<u>1500 00</u>

These items are proven by the family.

Petitioner is witness for brothers, in return.

The horses, there is reason to believe, are overestimated.

Allow 2 horses, \$100 each	-	-	-	-	-	-	\$200 00
12 acres corn, say, at \$10 per acre	-	-	-	-	-	-	120 00
8 acres sod corn, at \$5 average	-	-	-	-	-	-	40 00
Potatoes and vegetables, (some gathered,) say	-	-	-	-	-	-	25 00
600 rails, at \$3 50 per hundred	-	-	-	-	-	-	21 00
4 hogs, at \$5 apiece	-	-	-	-	-	-	20 00
48 chickens, at 10 cents apiece	-	-	-	-	-	-	4 80
							<u>430 80</u>

Add interest, 2½ years, at 6 per cent	-	-	-	-	-	-	64 65
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Total award	-	-	-	-	-	-	<u>495 45</u>
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EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JUNE 5, 1859.

No. 252.

To the honorable commissioners appointed to audit claims for property taken or destroyed, and damages resulting therefrom, during the disorder that prevailed here from November, 1855, to December, 1856 :

Your petitioner, Marion Fraker, of Anderson county, Kansas Territory, would respectfully represent to your honors: That he is now and has been ever since the 16th of May, 1856, a resident citizen of Kansas Territory; that about the 1st of September, 1856, there was taken from your petitioner, on the Leavenworth and Lawrence road, on Little Stranger creek, about seven miles from Leavenworth, one sorrel horse, six years old, of the value of \$200, and bridle, saddle, and halter worth \$12 or \$15, and one revolver worth \$25, by a band of sixty armed men under the command of Captain Burgess, without the consent of your petitioner; that your petitioner has not recovered the same, nor received any compensation for the same, or any part thereof, the property of your petitioner.

MARION FRAKER.

Sworn to before me May 11, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Marion Fraker.

LEAVENWORTH COUNTY, ss :

William Fraker, being duly sworn, says: That he is a brother of the petitioner; that he is a citizen of Kansas, and has been since the month of May, 1856. In the month of August, 1856, he resided three miles south of the city of Leavenworth. He was the owner of a sorrel horse, saddle, and bridle worth, in the aggregate, \$170. During that month my brother and myself rode from his house over to Big Stranger, about twelve miles west, to the house of a brother-in-law. On our return we were met at Little Stranger by a body of armed men. I do not recollect who commanded them. They took us prisoners, and delivered us up to Captain Sam. Burgess, who was encamped with his band near Marion Tods. We were kept prisoners during the night, and discharged in the morning. Keeping our horses, saddles, and bridles, we went home on foot. He had a crop of corn which was damaged, but by whom or how I do not know. About six weeks after the horse was taken my brother got him back; he was found on Stranger, in possession of the man who took us prisoners; he was badly injured. I then and now believe that the horse was injured to the amount of \$100; he was entirely unfit for any use. He never, to my knowledge, received any compensation for the damage thus sustained.

WILLIAM FRAKER.

Sworn by me this 18th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Marion Fraker.

The petitioner claims for loss of horse, saddle, bridle, and revolver, \$240. The horse was recovered damaged. The board award - - - - - \$100
 Interest - - - - - 15
 Total award - - - - - 115

SAMUEL A. KINGMAN.
 EDWARD HOOGLAND.
 HENRY J. ADAMS.

JULY 1, 1859.

No. 253.

To the honorable commissioners appointed to audit claims for property taken or destroyed, and damages resulting therefrom, during the disorder that prevailed from November, 1855, to December, 1856 :

Your petitioner, Jacob Benjamin, of Anderson county, Kansas Territory, would respectfully represent to your honors : That he is now, and has been ever since the summer of 1855, a resident citizen of Kansas Territory; that on or about the 6th day of June, 1856, there was taken from and destroyed, of the property of your petitioner, by force and arms of a lawless mob of armed men, without the consent of your petitioner, the property set forth in the annexed schedule ; and that he was the absolute owner of the same, and that the annexed amount was its true cash value. And he has not recovered the same, nor received compensation therefor, in whole or in part.

JACOB BENJAMIN.

Sworn to before me May 11, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Schedule referred to in foregoing petition.

One log house, 18 by 30 feet	-	-	-	-	\$150 00
One ditto	-	-	-	-	35 00
Three stoves	-	-	-	-	75 00
Farming utensils	-	-	-	-	65 00
Four cows	-	-	-	-	120 00
Three head of two-year-olds	-	-	-	-	45 00
Fire-arms, &c.	-	-	-	-	45 00
Provisions	-	-	-	-	100 00

Household goods	-	-	-	-	-	\$150 00
Stoneware, cooking utensils, and furniture, chairs, &c.	-	-	-	-	-	125 00
						<hr/>
						910 00
Add to it one crop, on ten acres, destroyed	-	-	-	-	-	100 00
						<hr/>
						1,010 00
Hogs and chickens	-	-	-	-	-	75 00
						<hr/>
						1,085 00
						<hr/>

JACOB BENJAMIN.

In the matter of the petition of Jacob Benjamin.

ANDERSON COUNTY, ss:

Freeman Austin, sworn, says: He is acquainted with the petitioner; that he is a citizen of Kansas, and has been since the year 1855, to my knowledge. In the month of June, 1856, he was residing on Musquito fork of Pottawatomie creek, in Franklin county, eight or nine miles southwesterly from Osawatomie; I was at work on his house as a carpenter; the house that was burned was a large log house, but I don't know how large; had a floor and doors, and one window; the house was worth one hundred and fifty dollars; a small house, twenty rods from there, in which I lodged, 12 by 14 or 16 feet, was burned, worth fifty dollars; I remember he had three stoves; one large cooking stove and two smaller cooking stoves, worth seventy dollars or more; he had two ploughs, hoe, a shovel or two, some scythes, chopping axes, three in number; one of the ploughs was a breaking plough; he had some cows, don't know how many, worth from twenty-five to thirty dollars each; he had some two-year-olds, worth fifteen dollars each; he had also a double-barrelled shot-gun, worth fifteen dollars, (perhaps I am not a judge of such things,) and a small revolver, worth twenty dollars; some provisions were taken from his wife while she was camping on the North fork a sack: of flour I remember, and some bacon, how much I don't know. The stoves, household goods, clothing, stoneware, cooking utensils, and furniture, were all burned up in the house, which was burned on the 6th or 7th of June, 1856, while petitioner was a prisoner, and his wife a fugitive from home. The manner of its burning, so far as I know, is set forth in the case of Theodore Weiner. The household goods, stoneware, cooking utensils, (besides the stoves,) and the furniture and bedding destroyed in the house, were worth, in my judgment, one hundred and fifty dollars; at the same time three cows were missing and three two-year-olds; I don't know what became of his farming utensils; they were gone; he had ten acres of sod corn destroyed at the same time; the fence was thrown down, and the corn fed off. He had five old hogs, worth six dollars a head, and some young ones, worth I don't know how much. He had a pretty good

drove of chickens, say twenty or thirty, worth I don't know how much; for some of them he paid one dollar each; the hogs and chickens went with the rest. The corn was worth fifteen or twenty dollars per acre.

FREEMAN AUSTIN.

Sworn to before me May 11, 1859.

SAMUEL A. KINGMAN,
Commissioner.

August Bondi, sworn, says: He came into this Territory with Mr. Benjamin, the petitioner, about the 29th of May, 1855; I have been in the Territory ever since, with the exception of a short time in the summer of 1855; I was acquainted with his house and claim in 1856; I had left in the fall of 1855, and came back to the Territory in the spring of 1856; on the 19th of May I reached petitioner's house, and remained about there till the 21st, at noon. The large house that was burned was 18 by 30 feet, worth one hundred and fifty dollars; the small house was worth about thirty-five dollars. He had in his house three stoves, (not those burned in the store,) worth seventy-five dollars; they were all cook stoves, one was very large. The other things in the house destroyed, except the three stoves, were worth, in my judgment, one hundred and thirty or one hundred and forty dollars; these houses were burned in June, 1856, and the contents burned and stolen and carried away; three red two-year-old steers were gone, worth fifteen dollars each; three or four cows were missing, worth thirty dollars each, on an average. He had one two-horse plough, new, worth thirteen or fourteen dollars; no other plough that I know of that was lost; had a good fit-out for farming; had a harrow, with iron teeth; some of his other tools were found burned; the log chains were scattered all about; he had just got the hogs; they were worth fifty or sixty or seventy dollars; he had sixty-five chickens, little and big; he had paid one dollar apiece for eight of them, and fifty cents for some; they were worth fifteen dollars. There was eighteen or twenty acres of sod corn; half of it belonged to him; the fence was torn down and the corn all destroyed before he got back; that crop was worth one hundred dollars, easy, his half of it; when we got back the hogs and chickens were all gone. The time and manner of the burning of the house and contents are set forth in the testimony in the case of Theodore Weiner.

AUGUST BONDI.

Sworn to before me May 11, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Jacob Benjamin.

The petitioner claims for loss of property specified in schedule	-	-	-	-	-	-	\$1,085 00
The board, on the proof, award for house	-	-	-	-	-	-	150 00
Small house	-	-	-	-	-	-	35 00
Three stoves	-	-	-	-	-	-	75 00
Three cows, \$90 ; three two-year-olds, \$45	-	-	-	-	-	-	135 00
Fire-arms	-	-	-	-	-	-	35 00
Provisions	-	-	-	-	-	-	20 00
Household goods and crockery	-	-	-	-	-	-	150 00
Crop of corn	-	-	-	-	-	-	100 00
Hogs and chickens	-	-	-	-	-	-	50 00
							750 00
Add interest, 2½ years, at 6 per cent	-	-	-	-	-	-	112 50
Total award	-	-	-	-	-	-	862 50

SAMUEL A. KINGMAN.
EDWARD HOOGLAND.
HENRY J. ADAMS.

JULY 1, 1859.

No. 254.

To the honorable commissioners appointed to audit claims for property taken or destroyed, and damages resulting therefrom, during the disorder that prevailed here from November, 1855, to December, 1856 :

Your petitioner, Wilber West, of Anderson county, Kansas Territory, would respectfully represent to your honors: That he is now, and has been ever since the fall of 1854, a resident citizen of the Territory of Kansas; that in the month of June, 1856, there was taken from your petitioner, in the said county of Anderson, by force and arms of a lawless mob of armed men, and without the consent of your petitioner, one horse, bridle, saddle, and lariat, of the value of one hundred and twenty-five dollars, the property of your petitioner; that he has never recovered the same, nor received compensation therefor, nor any part thereof.

WILBER WEST.

Sworn to before me May 11, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Wilber West.

ANDERSON COUNTY, ss :

Hardy Warren, sworn, says: I am acquainted with the petitioner; have known him over three years; he has been a citizen of this Territory ever since I have known him. About the last of May or 1st of June, 1856, I was driving a wagon on the road leading from Greely to Dutch Henry's crossing of Pottawatomie, in the county of Anderson. About one hundred and fifty yards ahead of me the petitioner was riding a strawberry-roan horse. A man met him; drew a pistol; don't recollect whether he presented it or not. West got down and gave up the horse. I was not near enough to hear what passed. The man was riding when he met West. He led West's horse till he met me, then turned and rode beside me for a mile and a half. He said that some of his company had been taken prisoners at the battle of Black Jack, and that they were bound to have horses to recapture the prisoners. That man took the horse to the camp of the United States troops. I guess they were United States troops; they wore the uniform, and Captain Wood called himself such. The man who took the horse said his name was Jones, and that he was a Georgian. There were others about the camp calling themselves Georgians. The horse was worth, with the saddle, bridle, and lariat, \$115. He was not large, but a good horse; I brought him into the Territory. Petitioner has never recovered the horse.

HARDY WARREN.

Sworn to before me May 11, 1859.

SAM'L A. KINGMAN,
Commissioner.

Wilber West, sworn: I am the petitioner in this case. About the 5th or 6th of June, 1856, I was riding the horse described, in Anderson county. I met another man riding. He ordered me to stop; asked me my politics. I told him. He ordered me to dismount; he wanted my horse. I did not like to give him up. He drew and presented his pistol at me. He had two revolvers and two bowie-knives in sight; I was unarmed. Reluctantly and slowly I crawled down and gave up the horse. The horse was worth, with saddle, bridle, and lariat, \$125. I never got him again, nor any pay for him; never saw him since that day.

WILBER WEST.

Sworn to before me May 11, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Wilber West.

The petitioner claims for one horse, saddle, and bridle.....	\$125 00
The proof is full as to the loss, and places the value at.....	\$115 00
Add interest, 2½ years, at 6 per cent.....	17 25
Total award.....	132 25

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

MAY 24, 1859.

No. 255.

To the board of commissioners for adjustment of claims for the Territory of Kansas :

Your petitioner, Samuel F. Tappan, of Lawrence, county of Douglas, represents: That he has been a resident of this Territory since July, 1854; that he resided on his claim, near Lawrence, at the time it was attacked by the posse of the United States marshal, on the 21st of May, 1856; that the house on said claim was forcibly entered by persons connected with said posse, and property taken therefrom, consisting of clothing, bedding, carpenters' tools, seeds, books, papers, and fire-arms; also, a trunk was broken open and rifled of contents, consisting of daguerreotypes, rubber suit, and clothing; and that he had at the house of Dr. Robinson, where he boarded during the winter of 1855-'56, several books, two cases of mathematical instruments, portfolio and papers, which articles were destroyed in said house when the same was burned by said posse; all of which property he has enumerated in the schedule hereto attached.

And your petitioner prays that you may award to him the amount of his actual losses so sustained, namely, three hundred and sixty-two dollars, the same being the amount of loss he sustained. And he has never recovered any of said property, or received any compensation therefor.

SAMUEL F. TAPPAN.

Sworn to before me this 5th day of July, 1859.

EDWARD HOOGLAND,
Commissioner.

Lost in the destruction of Dr. Robinson's house, on the 21st of May, A. D. 1856.

Emerson's Essays, 4 vols. - - - - -	\$6 00
Parker's Works, 5 vols. - - - - -	6 00
Locke's Essays, 1 vol. - - - - -	3 50
Bacon's Essays, 1 vol. - - - - -	3 50
Parson's Essays, 1 vol. - - - - -	1 00
Plutarch's Lives, 1 vol. - - - - -	4 00
Miss Bremer's Works, 4 vols. - - - - -	5 00
Thiers's French Revolution, 2 vols. - - - - -	5 00
Macauley's History of England, 3 vols. - - - - -	4 50
Longfellow's Poems, 2 vols. - - - - -	2 50
Pope's Poems, 1 vol. - - - - -	1 50
Milton's Poems, 1 vol. - - - - -	1 75
Young's Poems, 1 vol. - - - - -	1 25
Miss Chapman's Elements of Character - - - - -	1 25
Combes's Works, 1 vol. - - - - -	2 00
Shakspeare's Works, 1 vol. - - - - -	3 50
Byron's Works, 1 vol. - - - - -	3 50
Scott's Military Works, 3 vols. - - - - -	7 50
Portfolio and stationery, - - - - -	12 00
Two cases of mathematical instruments - - - - -	15 00

Lost from house on claim, on or about the 21st day of May, A. D. 1856.

Osage orange seed - - - - -	7 00
4-inch revolver - - - - -	12 00
Sharpe's cartridge-box - - - - -	5 00
Sharpe's rifle - - - - -	25 00
Set of carpenter's tools - - - - -	30 00
Rubber boots - - - - -	7 00
Rubber cap - - - - -	2 50
Rubber coat - - - - -	5 50
Bed clothing—	
2 wool blankets - - - - -	6 00
2 quilts - - - - -	6 50
Clothing—	
1 cloth overcoat, new - - - - -	15 00
3 frock coats - - - - -	40 00
3 white vests - - - - -	7 50
2 cloth vests - - - - -	5 00
1 business coat - - - - -	10 00
2 linen coats - - - - -	4 00
2 pair black doeskin pants - - - - -	10 00
2 pair linen summer pants - - - - -	6 00
1 pair cloth pants - - - - -	5 00
½ dozen undershirts, new - - - - -	6 00
½ dozen pair drawers - - - - -	6 00
7 shirts - - - - -	7 50

1 hat - - - - -	\$1 00
1 pair boots - - - - -	3 50
2 pair shoes - - - - -	4 00
3 daguerreotypes - - - - -	6 00
Code of Ohio, 3 vols. - - - - -	7 50
Damage to stove - - - - -	5 00
Damage to house - - - - -	5 00
Damage to trunk - - - - -	3 00

In the matter of the petition of Samuel F. Tappan.

Samuel C. Smith, being duly sworn, saith: I know S. F. Tappan, the petitioner; I first became acquainted with him at Lawrence, on the 4th day of July, 1855, and he has been a resident of this county ever since; I know that he had a number of books, some mathematical instruments, a valuable portfolio, with papers containing accounts, in the house of Dr. Robinson, at the time the same was destroyed, on the 21st May, 1856. I know that his house, situated on his claim, was at or about that time broken into by the posse which attacked Lawrence on the said 21st May, and robbed of clothing, books, and tools. I have seen the schedule accompanying this petition, and, to the best of my knowledge and belief, the same is correct. Mr. Tappan and myself boarded together at that time; were then confidentially acquainted; therefore my facilities for knowing his loss were good. He had quite an amount of clothing of superior quality. I was in Boston in March, 1856, and brought from a tailoring establishment there a trunk full for him. He had a Sharpe's rifle, cartridge-box, and revolver, which, at the time of their breaking into his house, were stolen therefrom.

SAMUEL C. SMITH.

Sworn by me this 10th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Samuel F. Tappan.

Petitioner claims for books, clothing, and other property taken and destroyed, \$360.

The claim is sustained by proof—enough to cover interest. Allowed.

EDW'D HOOGLAND.
HENRY J. ADAMS.
SAM'L A. KINGMAN.

JULY 5, 1859.

No. 256.

To the commissioners of claims under act of February 7, 1859 :

The undersigned, Hugh Kilburn, being duly sworn, saith : That he is a citizen of Kansas Territory, and has been such citizen ever since the month of May, 1855, when he settled on a claim on Pottawatomie creek, Franklin county, where he yet resides. Deponent further saith that he has sustained loss and damage, by reason of the disorder which prevailed in Kansas Territory from November 1, 1855 to December 1, 1856, for which he claims indemnity, as follows : A log dwelling-house, 14 by 14 feet, one story high, chinked and finished, with floor, window, door, and roof, and a comfortable house to live in, situated on the claim of deponent aforesaid, SE. $\frac{1}{4}$ S. 17, T. 19, R. 21, which was bought and paid for by petitioner, and occupied by petitioner and his family, was set on fire and destroyed entirely on the 29th day of August, 1856, by a company of pro-slavery men under command of Captain John E. Brown, and by him despatched, under direction of one Jesse Davis, to drive out from Pottawatomie creek the free-State settlers there residing. Deponent further saith that said house was actually worth \$100 or \$150 ; by the burning of said house other property belonging to deponent and his family, consisting of a complete set of carpenter tools, worth about \$60, the household furniture, consisting of beds, bedding, mattresses, &c., for a family of five persons, crockery ware, a stove, cooking utensils, books, &c., were all destroyed ; deponent and his brothers made said house their home up to the time of said burning ; the country then was in a state of war ; said house was burned three days before the burning of Osawatomie. Deponent further saith that he made out and presented to Commissioner Strickler a statement of his losses aforesaid, amounting to \$280, which account he believes to have been, and is, just and true ; the particulars are therein stated more fully than they can be now stated again, and deponent therefore prays that said statement and claim so presented to Commissioner Strickler may be attached hereto and taken as part of this petition. Deponent has never received any compensation whatever for the losses aforesaid, and he therefore prays that he may be awarded the sum of \$280, and interest thereon, for his said losses.

HUGH S. KILBURN.

Sworn to before me this 19th day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

LYKINS COUNTY, ss :

William G. Kilburn, being duly sworn, saith : I am a brother of petitioner ; lived with him in August, 1856, at the time our house was burned ; I was at the house about six hours before it was set on

fire ; during that afternoon I was at the house of Mr. Baldwin ; was returning home about dusk, when about two miles off saw said house burning and nearly destroyed ; said fire progressed, and all the furniture and contents of said building were destroyed ; deponent is confident that said house and its contents were worth at least \$280 ; deponent and his two brothers were known as free-State men, and were obnoxious to the pro-slavery men.

WILLIAM G. KILBURN.

Sworn to before me this 19th day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

LYKINS COUNTY, ss :

Wakeman Partridge, being duly sworn, saith : That he resided, in 1856, near the above named petitioner, Hugh Kilburn ; deponent knew said building, it was a good log house, worth \$100 or \$150 ; in the house, just before it was burned, I know the Kilburn boys had furniture, bedding, stove, and household furniture, worth, probably, about \$150 ; I saw said house just before it was burned ; the losses by said burning were certainly \$280.

WAKEMAN PARTRIDGE.

Sworn to before me this 19th day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Hugh Kilburn.

The petitioner claims in this case, for loss of house and contents burned	\$280
The proof sustains the claim and it is allowed.	
Add interest, 2½ years, at 6 per cent.	42
Total award	322

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

MAY 25, 1859.

No. 257.

TERRITORY OF KANSAS, *County of Lykins, ss :*

To the commissioners appointed under "An act to provide for the adjustment and payment of claims," approved February 7, 1859 :

Your petitioner, John Blunt, respectfully represents : That he is a citizen of the Territory of Kansas, and has resided in said Territory since the fall of 1855; that on or about the 1st of June, 1856, a body of armed men, said to have been under the command of General Coffee, took from the possession of your petitioner, one horse, saddle, and bridle, of the value of one hundred and sixty dollars; that your petitioner has never recovered said property, or any part thereof, or received any remuneration for the same. Wherefore your petitioner prays that his demand of one hundred and sixty dollars, with interest thereon since the 1st of June, A. D. 1859, may be allowed him and admitted.

JOHN BLUNT.

John Blunt, the person who subscribed the foregoing petition, being by me duly sworn, says that the facts stated therein are true.

SAMUEL A. KINGMAN,
Commissioner.

TERRITORY OF KANSAS, *County of Lykins, ss :*

Henry H. Williams, of said county, being duly sworn according to law, says : That he is acquainted with John Blunt, the petitioner named in the foregoing petition, and has known him since the fall of 1855; that during this time Blunt was a resident of the Territory of Kansas, and now is a resident; that on or about the 1st of June, 1856, a company of armed men, under the command of General Coffee, took from the possession of the said Blunt one gray horse, saddle, and bridle; that said horse, saddle and bridle, were taken out of the county in which the said Blunt resides. Deponent further says that said horse has never been returned, nor has the said Blunt received any remuneration for the same, to his knowledge; that said horse, saddle, and bridle were worth one hundred and sixty dollars.

HENRY H. WILLIAMS.

Subscribed and sworn to before me this 17th day of May, A. D. 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of John Blunt.

Petitioner claims in this case, for loss of horse, saddle, and bridle - - - - -	\$160 00
The proof is positive and clear, and claim allowed.	
Allow on that amount interest, 2½ years, at 6 per cent -	24 00
	<hr/>
Total award - - - - -	184 00
	<hr/> <hr/>

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

No. 258.

JAMES SUTTON'S PETITION.

Before the board of commissioners appointed to audit claims of sufferers during the troubles of 1855 and 1856:

Your petitioner, James Sutton, would humbly represent to your honorable board: That he is a resident of the Territory of Kansas, and has been since May, 1855; that about the 1st day of August, 1856, a certain sorrel filly was taken from his possession, at his residence in Anderson county, Kansas Territory, by some person or persons unknown to petitioner, without the knowledge or consent of your petitioner; that said filly was of the value of one hundred dollars; that she was the property of your petitioner, and that he has never recovered said filly nor any compensation for her since. Your petitioner further states that about the 1st day of June, 1856, a certain other horse, of the value of one hundred dollars, was taken from the possession of one Hardy Warren, who had borrowed him from your petitioner; said horse being the property of your petitioner; and, further, that I have never recovered said horse, nor any compensation for him; your petitioner asks an award for two hundred dollars, the value of said two horses, at your hands this 11th day of May, A. D. 1859.

JAMES SUTTON.

Sworn to and subscribed before me this 11th day of May, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of James Sutton.

James Sutton, being duly sworn, says: I am the petitioner; am a citizen of Kansas, Anderson county, and have been ever since June, 1855. On the 1st of August, or about that time, I was the owner of

a sorrel filly, which was taken from me. She was with other horses, and was seen near my residence on the morning of said 1st of August, and was gone at night. Don't know who took her. She was four years old and broken, worth \$100. I have reason to believe, from hearsay, that she was taken by some of the armed parties then infesting the Territory. This filly was accustomed to running about my residence, but never had strayed off.

On the 1st of June, 1856, I was the owner of another horse worth \$100. I had loaned this horse to a Mr. Hardy Warren. While he had him word came to me that some armed Georgians had taken my horse from him, and Mr. Warren also told me so a few hours afterwards. I have never recovered either of my horses nor any pay for them whatever.

JAMES SUTTON.

Sworn to and subscribed before me this 11th of May, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of James Sutton.

Hardy Warren being duly sworn, says: I am acquainted with the petitioner, and have been a little over three years. I have been a citizen of Anderson county, Kansas Territory, ever since the spring of 1856. I know the petitioner had a sorrel filly, and I think he owned her. She was worth \$95 or \$100. I know the filly was lost to Mr. Sutton, but don't know who took her, except from hearsay. I heard a Mr. Clien took her. I made inquiries about her and looked for her while travelling about. About the last of May or first of June, 1856, I borrowed a horse, belonging to Mr. Sutton, of him. He was worth \$100.* A man met me on the road where I was driving Mr. Sutton's horse, and this man said he was going to have the horse, and as he was armed I dared not resist. One or two other men joined this man, who called himself Jones, and together they took the horse out of the wagon and tied him close by. I tried to persuade them to give up the horse, but they would not do it. I then asked Captain Woods, of the United States troops, who was passing by where the horse was tied, to make these men give up the horse, and he answered that it was not his business to make them give him up. Mr. Sutton never, to my knowledge, recovered either of the horses taken from him, nor any pay for them whatever.

HARDY ^{his} + WARREN.
_{mark.}

Sworn to and subscribed before me this 11th day of May, 1859.

SAM'L A. KINGMAN,
Commissioner.

* The amendment sworn to May 11, 1859.

Wilber West, being duly sworn, says: I am acquainted with the petitioner, and have known him since the spring of 1856. I am a citizen of Kansas Territory, and have been since 1854. I know petitioner owned a sorrel filly worth \$85 or \$100. Mr. Sutton lost her. She was running with his horses and he missed her. I think she was taken by some armed parties then infesting the Territory.

Mr. Sutton owned a horse, worth \$120. Mr. Warren borrowed her, and she was taken from him by a man calling himself Jones. I was by when the horse was taken by Jones and several other armed men calling themselves Georgians. Mr. Sutton belonged to the free-State party. Petitioner never recovered either the filly or the horse, or received any pay for them.

WILBER WEST.

Sworn to and subscribed before me this 11th day of May, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of James Sutton.

The petitioner in this case claims—

For 1 sorrel filly	-	-	-	-	-	-	-	-	-	\$100 00
For 1 horse	-	-	-	-	-	-	-	-	-	100 00

The commissioners think the full amount of the claim is proved, and make the award as follows :

For 1 filly	-	-	-	-	-	-	-	-	-	100 00
For 1 horse	-	-	-	-	-	-	-	-	-	100 00
										200 00
Interest for 2½ years, at 6 per cent.	-	-	-	-	-	-	-	-	-	30 00
Total award	-	-	-	-	-	-	-	-	-	230 00

HENRY J. ADAMS.
SAM'L A. KINGMAN.
EDW'D HOOGLAND.

No. 259.

To the honorable commissioners appointed to audit claims for property taken or destroyed, and damages resulting therefrom, during the disorder that prevailed here from November, 1855, to December, 1856 :

Your petitioner, Freeman Austin, of Anderson county, Kansas Territory, would respectfully represent: That he is now, and has been ever since the fall of 1854, a resident citizen of Kansas Territory; that some time in the month of June, 1856, in Franklin county, Kansas Terri-

tory, there was taken from your petitioner his clothing, bed, and bedding, worth \$85; a set of carpenter's tools, worth \$35, and one brace of horse pistols, worth \$30, the property of your petitioner, by force and arms of a lawless band of armed men; that your petitioner has never recovered the same nor received compensation therefor, nor any part thereof.

FREEMAN AUSTIN.

Sworn to before me May 11, 1859.

SAM'L A. KINGMAN.

In the matter of the petition of Freeman Austin.

ANDERSON COUNTY, ss:

Jacob Benjamin, sworn, says: That he is acquainted with petitioner; that he is a citizen of Kansas, and has been since the summer of 1855. On or about the 6th of June, 1856, I was a prisoner in the hands of the United States troops, commanded by Captain Woods, having been taken prisoner on the 2d or 3d day of June, 1856, by a company of Georgians and by them delivered up to the United States troops. On said 6th of June, 1856, we were passing on the road about a mile from the house where Mr. Austin was living, it was my house; the house was burned and was still smoking; in this house he had usually kept his clothes, part of his tools, and his bedding; I have seen him have pistols there; he had a good suit of Sunday clothes, some common clothes, a straw bed, as I suppose; some blankets, three or four in number; and some quilts, worth \$80 or \$90. He was working on a house near there. I found part of his tools afterwards among the burned remains of the cabin contents. He had a pair of big holster pistols, worth \$35 or \$40; I don't think they were burned, I did not see any remains of them about the cabin. It was four or five weeks after this that I first saw and examined the place where the house was burned. These things were all the property of Mr. Austin. I have never seen the pistols since; he has never received any compensation for them, that I know of.

JACOB BENJAMIN.

Sworn to before me May 11, 1859.

SAMUEL A. KINGMAN.

Commissioner.

August Bondi, sworn, says: I got acquainted with Mr. Austin on the 18th or 19th of May, 1856; on the 19th and 20th of May I slept with him in the cabin of Jacob Benjamin, which Mr. Austin occupied at that time; I saw his clothes, there was a good pile of them; I did not examine them particularly; of the bed clothes, I know more; it was a mattress he slept on; he had bed clothes enough to cover two

or three men; he had tools in the cabin; he had a pair of horse-pistols; they were taken from the men who stole them, and I told the man who recaptured them who they belonged to; he said he had good use for them at the time; he does not live in this Territory, his name was John Baxter; Mr. Austin never got them; I saw the remains of his tools after the cabin was burned.

AUGUST BONDI.

Sworn to before me May 11, 1859.

SAM'L A. KINGMAN,
Commissioner.

Freeman Austin, sworn, says: I am the petitioner in this case; all my clothes except what I had on were burned in Benjamin's cabin in June, 1856; I had shirts, don't know how many; three pair drawers; two or three pair pants, and two pair boots, socks, worth altogether, \$50; I had a cotton mattress, two blankets, and one quilt, worth altogether, \$40; the tools that I lost were carpenter's tools, worth \$20; there were two horse-pistols, worth \$25; I think I paid \$28 for them in Philadelphia. I went away on business on the 4th or 5th of June, and when I returned the house was burned, and another house near it. Burning houses was a common event at that time. This cabin was in Franklin county, on Musquito branch. These things were a total loss; I have never received a copper for them.

FREEMAN AUSTIN. •

Sworn to before me May 11, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Freeman Austin.

The petitioner in this case claims for bedding and clothing	-	-	-	-	-	\$85 00
Carpenter's tools	-	-	-	-	-	35 00
One brace of horse-pistols	-	-	-	-	-	30 00
Total amount	-	-	-	-	-	150 00

The proof justifies the following award:

For clothing and bedding	-	-	-	-	-	85 00
Carpenter's tools	-	-	-	-	-	20 00
Horse-pistols	-	-	-	-	-	25 00
						130 00
Interest, for 2½ years, at 6 per cent.	-	-	-	-	-	19 50
Total award	-	-	-	-	-	149 50

HENRY J. ADAMS.
SAMUEL A. KINGMAN.
EDWARD HOOGLAND.

No. 260.

To the honorable commissioners appointed to audit claims for property taken or destroyed, and damages resulting therefrom, during the disorder that prevailed here from November, 1855, to December, 1856.

Your petitioner, Jesse Sutton, of Anderson county, Kansas Territory, would respectfully represent to your honors: That he is now, and has been ever since the spring of 1855, a resident citizen of the Territory; that in the month of June, 1856, in the county of Douglas, Kansas Territory, there was taken from your petitioner, by force and arms of a lawless mob of armed men, and without the consent of your petitioner, the property set forth in the schedule hereto annexed, of the value of four hundred and sixty-nine dollars and fifty cents, the property of your petitioner; that he has never recovered the same nor received compensation therefor, nor any part thereof.

JESSE ^{his} × SUTTON.
mark.

Sworn to before me May 11, 1859.

SAMUEL A. KINGMAN,
Commissioner.

LOSS OF PROPERTY IN 1855 AND 1856.

To the commissioners of claims:

Twelve acres of corn, 40 bushels to the acre, worth 50 cents per bushel—480 bushels of corn, worth	-	-	-	-	\$240 00
Ten acres of corn, at \$8 per acre	-	-	-	-	80 00
Eleven head of hogs, at \$6 per head	-	-	-	-	66 00
600 or 700 rails, at \$3 50 per 100	-	-	-	-	21 00
Nursery and vegetables	-	-	-	-	50 00
125 chickens, at 10 cents a head	-	-	-	-	12 50
Total amount	-	-	-	-	<u>469 50</u>

The above losses have been three hundred dollars damages to me, about June, 1856.

JESSE SUTTON.

In the matter of the petition of Jesse Sutton.

Jesse Sutton, being first duly sworn, says: That he is a citizen of Kansas, and has been since 15th of May, 1855; that in the summer of 1856 he was living in Douglas county, about ten miles southwardly from Lawrence, west of the Willow springs; that he remained on his

claim and cultivated his crop until the 26th of July, when he left the Territory, believing he could not remain any longer in safety in the country. When I left I had twelve acres of old ground corn and ten acres of sod corn, growing. The old ground corn was worth \$20 per acre, and the sod corn \$10 per acre. I also had eleven or more hogs, worth \$6 each; a peach-tree nursery and a garden, worth \$50, and 125 chickens, worth ten cents apiece. In March, 1857, about the middle or later, I returned to the Territory—the corn was all gone; the hogs gone; nursery, vegetables, and chickens gone; and between 600 and 700 rails were gone, worth \$3 per hundred. I spoke to Buckendall to take care of the sod corn, and I told John M. Sutton to do the best he could with the hogs. These men said they never used the property, nor have I ever received any compensation for it. I do not know, except from hearsay, what became of this property; I was the owner of said property. I left the country with my family in consequence of threats made by Sanders's company, a part of Buford's command. I left a good fence around my crop—a worm fence.

his
JESSE × SUTTON.
mark.

Sworn to before me May 11, 1859.

SAMUEL A. KINGMAN.

Silas Sutton, being sworn, says: That the petitioner, in the summer of 1856, raised 20 acres of old ground corn, that would have yielded 40 bushels per acre, worth 50 cents or more per bushel; he had also 10 acres of sod corn, worth \$10 per acre, pretty fair sod corn. He had a lot of hogs; I can't say how many; they would average about \$6 per head; 500 or 600 rails that were in the fence when he left were gone when he returned. Rails were selling from \$3 to \$3 50 per 100. He had right smart chickens, large and small, worth 10 cents each on an average.

I left the country with my brother, 26th of July in that year, and returned in March, 1857, with him. When he left the crop was well enclosed with a good fence; when we returned in the spring the corn, hogs, rails, and chickens were all gone. The fields were laid open.

He left on account of threats made by some of Sanders's company and Buford's men; I did not think it safe for him to remain there. From the best information we could gather from the neighbors when we returned, the corn had been in part taken and used by companies of armed men camped in the neighborhood, and partly taken and sold by the same companies of border ruffians. The petitioner resides in Anderson county, where he has lived for two years last past.

SILAS SUTTON.

Sworn to before me May 11, 1859.

SAM'L A. KINGMAN,
Commissioner.

Isco Sutton, being first duly sworn, says: He is a brother of Jesse Sutton, petitioner; that he left the Territory with him in July, 1856, and returned with him in March, 1857; that the facts stated by Silas Sutton in the foregoing deposition are within his own personal knowledge; that he has heard them read, and that they are true.

ISCO SUTTON.

Sworn to before me May 11, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Jesse Sutton.

Petitioner claims for 12 acres of corn	-	-	-	-	\$240 00
10 acres of corn at \$8 per acre	-	-	-	-	80 00
11 hogs, at \$6 each	-	-	-	-	66 00
600 or 700 rails, at 3½ cents each	-	-	-	-	21 00
Nursery and vegetables	-	-	-	-	50 00
125 chickens, at 10 cents each	-	-	-	-	12 50
					469 50
					469 50

This case resembles the other two of the Sutton family, heretofore allowed.

Allow 12 acres of corn, at \$10 per acre	-	-	-	-	\$120 00
8 acres of corn, at \$5 per acre	-	-	-	-	40 00
11 hogs, at \$5 each	-	-	-	-	55 00
600 rails, at 3½ cents each	-	-	-	-	21 00
Nursery and vegetables, say	-	-	-	-	25 00
125 chickens, at 10 cents each	-	-	-	-	12 50
					273 50
Add interest, 2½ years, at 6 per cent	-	-	-	-	41 00
					314 50
					314 50

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JUNE 7, 1859.

No. 261.

To the honorable commissioners appointed to audit claims for property taken or destroyed, and damages resulting therefrom, during the disorder that prevailed from November, 1855, to December, 1856.

Your petitioner, Mercy Sutton, of Anderson county, Kansas Territory, would respectfully represent to your honors: That she is now and has been ever since May, 1855, a resident of Kansas Territory; that in the month of June, 1856, there was taken from your petitioner, by force and arms of a lawless mob of armed men and without the consent of your petitioner, in the county of Douglas, Kansas Territory, one chestnut sorrel mare, of the value of one hundred dollars, and that your petitioner was the absolute owner thereof; that she has never recovered the same, nor received compensation therefor, nor any part thereof.

MERCY ^{her} + SUTTON.
mark.

Sworn to before me May 11, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Mercy Sutton.

ANDERSON COUNTY, ss:

Silas Sutton, being duly sworn, says: He is acquainted with petitioner, is her son; that she came into the Territory about 1st of May, 1855, and has been a citizen ever since. She is a widow. In the latter part of June, 1856, she was the owner of a sorrel mare, about fifteen hands high, nine or ten years old, of the value of one hundred dollars. My mother was living with me on my claim, ten miles south-westerly from Lawrence. The mare was lariated out at night, and in the morning the lariat was cut and the mare gone. I have never seen her since. Don't know who took her. When I brought the mare up on Sunday evening, about half a mile from home I passed several of Sanders's company. They were pointing out some of the horses, and on Monday morning the very horses that seemed to have been pointed out were gone, their lariats having been cut. These men were not a very moral set of men. They stole horses, burned houses, and occasionally killed a man. My mother still lives with me. I have never seen the mare since.

SILAS SUTTON.

Sworn to before me May 11, 1859.

SAM'L A. KINGMAN,
Commissioner.

Isco Sutton, sworn, says: He is a son of the petitioner; lived near Silas Sutton in June, 1856, and that the facts stated by Silas Sutton in his deposition, are in his own knowledge true.

ISCO SUTTON.

Sworn to before me May 11, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Mercy Sutton.

In this case the petitioner claims for one mare, \$100. The commissioners think the proof sustains the claim and award - - \$100 00
Interest for 2½ years, at 6 per cent. - - - - - 15 00

Total award - - - - - 115 00

HENRY J. ADAMS.
SAMUEL A. KINGMAN.
EDWARD HOOGLAND.

No. 262.

To the honorable commissioners appointed to audit claims for property taken or destroyed, and damages resulting therefrom, during the disorder that prevailed from November, 1855, to December, 1856.

Your petitioner, August Bondi, of Anderson county, K. T., would respectfully represent to your honors: That he is now, and has been ever since the summer of 1855, a resident citizen of the Territory of Kansas; that on or about the 6th or 7th day of June, 1856, there was taken from and destroyed, of your petitioner's property, in Franklin county, K. T., the following articles, to wit: Four boxes of men's clothing, ready made, such as cloth coats, satinets coats, and linen coats, cassimere pants, satinets and other kinds of pants, for men and boys, satin vest, cloth vest, and shirts, &c., and some satinets and cassimere piece goods, of the value of one thousand and ninety dollars; also, about two dozen plush caps, worth thirty-six dollars, and one and one-half dozen hats, worth twenty-two dollars and fifty cents; also, all my wearing apparel, to wit: Six shirts, two pair pants, one new beaver overcoat, worth forty dollars; also, one pair saddlebags, worth two dollars and fifty cents, in which was my papers that contained the invoice of my goods, by mobs and lawless bands of men that at that time infested the country, the property of your petitioner, which he has not recovered nor received compensation for in whole or in part.

AUGUST BONDI.

Sworn to before me May 12, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of August Bondi.

ANDERSON COUNTY, ss :

Theodore Weiner, being duly sworn, says : That he is acquainted with the petitioner, August Bondi ; he is a citizen of this Territory now. He came to this Territory in the spring of 1855, left in the fall, and returned in the spring of 1856. In the month of November or December, 1855, he sent me four cases of goods, or rather to my care. He was expecting to come soon himself, but was taken sick and did not come till May, 1856. The goods remained meantime in my care and possession. They were not opened till Bondi came in May ; then there was one case containing soft hats and caps opened. I saw and examined the contents of that box. I don't remember exactly all there was, but presume the case was worth \$150 or \$175 ; I did not see the contents of the other boxes ; I have seen the invoices. When the troubles commenced Bondi wanted to sell to me. I don't know what has become of the invoice bills. I do not recollect what was the amount of the invoice exactly, but I believe between \$1,100 and \$1,200, somewheres in that neighborhood. This is the amount of the invoices of the whole four cases. There was some common hats, I believe, in pasteboard boxes, but I have included them as part of the invoiced goods. He left these things at my place of business on Musquito branch, Franklin county, on the 21st of May, or thereabouts, when he went with me and other neighbors to Palmyra, on the way to Lawrence. We were together some time, at Black Jack and other places, sometimes together and sometimes apart until the latter part of June. I only know from hearsay what became of the goods. I suppose they met the same fate as mine. These goods were the property of petitioner and constitute no part of the goods claimed for in my petition ; had nothing to do with my stock.

THEODORE WEINER.

Sworn to before me April 11, 1859.

SAM'L A. KINGMAN,
Commissioner.

Jacob Benjamin, sworn, says : That in the winter and spring of 1856 he was the clerk of Theodore Weiner. Knows there were four cases of goods belonging to petitioner in Mr. Weiner's store. I saw all the boxes opened the day that Bondi came. There was one box mostly of coats, fine and common—not very fine, suited for country trade—worth from \$4 to \$8 each. The other boxes contained mostly pantaloons and vests and under clothing, and some piece-goods—satinets, cottonades, and the like. One box contained hats, caps, and white linen shirts ; this was the smallest box. One box was 3 by 3½ feet, and 2½ feet deep ; two of the others were a little smaller ; the fourth was a boot and shoe box. The largest box was worth \$450 ; the other two large boxes were worth each \$250, and the other less than \$200. I have seen the invoices. My best recollection is that the

amount of the invoices in St. Louis was \$975 to \$1,000. To this should be added insurance, freight and commissions from St. Louis, which would be \$75, I think. He had a couple of blankets, some shirts, and saddle-bags full of things; I don't know how much. He had an overcoat; whether he took it or left it I don't know; I cannot say with certainty the value. Can't say whether he took his blankets along or not; know he left his saddle-bags. I left all this property of petitioner in Mr. Weiner's store on the second or third day of June. All I know about the destruction of the house and goods I have stated in my deposition in the case of Theodore Weiner, (No. 249.) These goods are not included in Mr. Weiner's claim, nor in my estimate of the value of his goods and of his losses; these goods were only stored in Weiner's store, and formed no part of his stock. The man from whom Bondi bought the goods came afterwards to the Territory, and has since left, with his family, for Europe, where he is now, to the best of my knowledge. I saw a letter from him recently, dated a month or six weeks ago. His name was Emanuel Bondi—a cousin of petitioner.

JACOB BENJAMIN.

Sworn to before me May 11, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of August Bondi.

The petitioner claims for loss of dry goods and clothing,	
hats, caps, &c. - - - - -	\$1,148 50
Clothing and saddle bags - - - - -	42 50
	<hr/>
	1,191 00

The proof shows the loss of the goods and saddle bags,	
but not the loss of the clothing. With many doubts,	
but governed by the proof, the board award in full for	
losses - • - - - - -	1,000 00
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SAM'L A. KINGMAN.
EDW'D HOOGLAND.
HENRY J. ADAMS.

JULY 1, 1859.

No. 263.

To the honorable commissioners appointed to audit claims for property taken or destroyed, and damages resulting therefrom, during the disorder that prevailed from November, 1855, to December, 1856.

Your petitioner, Isco Sutton, of Anderson county, Kansas Territory, would respectfully represent to your honors: That he is and has been ever since the spring of 1855 a citizen of the Territory of Kansas; that in the month of June, 1856, there was taken from your petitioner

and destroyed by force and arms of a lawless mob of armed men in the county of Douglas, Kansas Territory, and without the consent of your petitioner, the property set forth in the annexed schedule, all of which your petitioner was the absolute owner of, amounting to \$759. The property lost and their true value are set forth in the annexed schedule. Petitioner has never recovered said property nor any compensation therefor in whole or in part.

ISCO SUTTON.

Sworn to before me May 11, 1859.

SAM'L A. KINGMAN,
Commissioner.

Loss of property in 1855 and 1856.

Two feather beds, at \$25 each	-	-	-	-	\$50 00
Ten quilts, at \$3 each	-	-	-	-	30 00
Eight sheets and blankets, at \$2 each	-	-	-	-	16 00
Seven coats, at \$10 each	-	-	-	-	70 00
Eight pairs pantaloons, at \$2 per pair	-	-	-	-	16 00
Six shirts	-	-	-	-	6 80
Four pairs drawers	-	-	-	-	5 00
Five pairs socks	-	-	-	-	2 50
One pair shoes	-	-	-	-	2 50
One hat	-	-	-	-	2 50
Gloves and mittens	-	-	-	-	1 50
Four dresses, at \$2 each	-	-	-	-	8 00
One shawl	-	-	-	-	4 50
Childrens' clothes	-	-	-	-	5 00
Three tablecloths	-	-	-	-	6 00
Two bedsteads	-	-	-	-	6 00
Two cards	-	-	-	-	60
Three chairs	-	-	-	-	3 00
Trunks	-	-	-	-	5 00
Boxes or chests	-	-	-	-	5 00
One churn	-	-	-	-	1 50
Dresses and ware	-	-	-	-	10 00
Salt	-	-	-	-	2 00
Coffee and sugar	-	-	-	-	2 00
Meal, flour, and bacon	-	-	-	-	5 00
Books, family bible, hymn book, and histories	-	-	-	-	12 00
Account book worth \$1 60 ; twenty or thirty dollars of ac- counts were lost	-	-	-	-	20 00
One stove and fixtures	-	-	-	-	25 00
Cutlery	-	-	-	-	5 00
House	-	-	-	-	50 00
One hundred and thirty house logs, at 50 cents each	-	-	-	-	65 00
Twelve acres of corn, worth	-	-	-	-	219 00
Eight acres of corn	-	-	-	-	64 00

Two hogs, at \$5 each	-	-	-	-	-	\$10 00
Potatoes	-	-	-	-	-	15 00
Nursery	-	-	-	-	-	10 00
One chicken-house	-	-	-	-	-	8 00
						502 00
						502 00

The above losses have damaged me more than three hundred dollars.

ISCO SUTTON.

In the matter of the petition of Isco Sutton.

ANDERSON COUNTY, ss:

Isco Sutton, being first duly sworn, says: That in the month of June, 1856, he was the owner of the property set forth in his schedule, annexed to his petition, and that each article set forth in his schedule was of the value set opposite the article itself.

On the 26th June, 1856, I was living on my claim in Douglas county, in Kansas, about ten or twelve miles southwesterly from Lawrence; on that day my house was set on fire and burned up with its contents, being the articles set forth in my schedule, excepting the corn, hogs, and nursery. At the time of the burning, Sanders's company, and a part of Buford's men, Border Ruffians, about 80 or 100 in number, were camped two miles from my claim, and their fort was two and a half miles in another direction, called Fort Sanders. My house was on the passway between the camp and the fort, and men were passing at different times between the fort and camp. They said they were law and order men, and everybody that did not act with them would be served as was the Free State hotel, and often solicited me to join them; I would not join them; when the house was burned my family were gone about half mile from the house for safety; I was away about three quarters of a mile, dodging.

I had about 12 acres of old ground corn which would average 35 or 40 bushels per acre, worth in the field 50 cents a bushel; I had 8 or 10 acres of sod corn, worth \$8 to \$10 per acre, and 2 head of hogs, worth \$5 each; and a patch of potatoes, and a small nursery of apples, peaches, and cherries; a garden, worth \$50; and a chicken-house, worth \$8. I left this property in charge of John Sutton on the 27th July, 1856, and left the Territory for safety; I returned in March, 1857, to find the corn all gone; it had been gathered; the hogs were gone; and also the potatoes, nursery, and garden were all gone, and the chicken-house burned down.

Of my own personal knowledge, I cannot say what became of this property, but I know that I have never got any of it, nor any pay for it. The house burned down was a log-house, 18 by 20 feet, chinked only. The house logs were mostly oak, some 12 and some 16, and some 20 feet long, not hewed. The day the house was burned, I saw some of these ruffians, 4 or 5 in number, about a half mile from my

house; I either saw the same ones at different times or different companies of about the same number at different places in my neighborhood that the same day. I called myself a conservative but was a free-State man; was a free-State man from Missouri, and was obnoxious to these law and order men.

ISCO SUTTON.

Sworn to before me May 11, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Silas Sutton, being first duly sworn, says: I am a brother of petitioner, he lived in this Territory in the summer of 1856, up to the 26th of July, when he left the Territory, considering it unsafe to remain in the Territory; his house and contents had been burned and himself threatened. I cannot tell all the things he had in his house; I had been often in it, he was tolerably well fixed for living. I remember two feather beds, and bed clothing enough for them; had right smart of books; had a stove and fixtures, worth \$20 or more; his house was 18 by 20, as near as I recollect now, worth \$65 or \$70. I have examined the schedule annexed to the petition, and know that my brother had the articles therein described generally; I cannot fix every article; the charges are reasonable; I know that in some instances they are just what he had recently paid for them; I do not see an unreasonable charge in the petition or schedule.

Myself, petitioner, and Jesse Sutton and John McLin raised corn together in the same field; there was in all 48 acres of old ground, 12 acres belonging to each; the sod corn each had in a separate field; petitioner left the Territory about the 26th July and I with him, and we returned with him in March; all four of us left together, and the three brothers came back together. I have testified in Jesse Sutton's case all I know about the corn; it was all gone when we returned.

He left two hogs, worth \$5 or \$6 each; potatoes, a right smart patch, and a nursery, and garden, these were all gone; the chicken-house, worth \$10 or \$12 was burned down when we returned. It was the purpose of petitioner to return as soon as it would be safe to do so; his absence being only temporary.

SILAS SUTTON.

Sworn to before me May 11, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Isco Sutton.

Petitioner claims for house burned, crops destroyed, and	
apparel and furniture taken	\$759 00
Upon examination and comparison of proof, &c.:	
Award for dwelling house	50 00

KANSAS CLAIMS.

1085

Crops destroyed	-	-	-	-	-	\$185 00
Furniture, apparel, stock, &c.	-	-	-	-	-	309 40

The prices charged, in connexion with all the proofs are believed to be sufficiently exaggerated, even as reduced and allowed, to include interest.

Total award	-	-	-	-	-	<u>544 40</u>
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EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JUNE 1, 1859.

No. 264.

STATE OF OHIO, *Ashtabula County, ss:*

John Brown, jr., of lawful age, being duly sworn as hereafter certified, upon his said oath deposeth and saith: In the year of our Lord eighteen hundred and fifty-six, I resided with my family near Osawatamie, in the Territory of Kansas. On or about the 30th day of May of that year a company of men, professing to act under a deputy marshal of the United States, destroyed certain property belonging to me at the place of my residence as aforesaid, of which the following is a true statement of articles and value:

One house	-	-	-	-	-	\$70 00
Books, between 340 and 350 volumes	-	-	-	-	-	300 00
Furniture, clothing, and bedding	-	-	-	-	-	140 00
Amount	-	-	-	-	-	<u>510 00</u>

JOHN BROWN, Jr.

Subscribed in my presence, and sworn to by John Brown, jr., before me this 7th day of April, A. D. 1859.

THOMAS OLIVER,
Justice of the Peace.

STATE OF OHIO, *Ashtabula County, ss:*

Know all men by these presents that I, John Brown, jr., of the township of Cherry Valley, county of Ashtabula, and State of Ohio, do hereby constitute and appoint Henry H. Williams, of Osawatamie, Lykins county, Kansas Territory, my true and lawful attorney for me and in my name and behalf to prosecute, collect, receive, and receipt for my claim for losses as set forth in the foregoing statement or account, hereby ratifying all lawful acts which my said attorney may

do in the premises as fully as though I was present in person, and did the same.

As witness my hand and seal this 7th day of April, A. D. 1859.
[L. s.] JOHN BROWN, JR.

In presence of—
W. K. TITUS,
THOMAS OLIVER.

STATE OF OHIO, *Ashtabula County, ss:*

Before me, the undersigned, a justice of the peace in and for the county and State aforesaid, personally appeared John Brown, jr., and acknowledged the signing and sealing of the foregoing power of attorney to be his free act and deed, and that he signed and sealed the same.

THOMAS OLIVER,
Justice of the Peace.

JEFFERSON, *April 7, 1859.*

THE STATE OF OHIO, *Ashtabula County, ss:*

I, J. D. Ensign, clerk of the court of common pleas of said county of Ashtabula, certify that Thomas Oliver, esquire, by whom the annexed and foregoing acknowledgment and affidavit were taken, was, at the date thereof an acting justice of the peace within and for the said county, duly qualified, and as such duly authorized to take the same. And further, that I am acquainted with the handwriting of said justice of the peace, and believe the signature purporting to be his is genuine, and that the instrument is executed and acknowledged according to the laws of the State of Ohio.

In testimony whereof, I hereunto set my hand and affix the seal of said court, at Jefferson, the 7th day of April, A. D. 1859.
[L. s.]

J. D. ENSIGN, *Clerk.*

In the matter of the petition of John Brown, jr.

I hereby certify that I am acquainted with John Brown, jr., the above named petitioner; he was one of the free-State prisoners in 1856. In the month of June, of that year, said Brown, H. H. Williams, Mr. Benjamin, and four others, were brought to Tecumseh by United States Deputy Marshal Cramer; said prisoners were marched a long distance, and were chained two and two when they arrived at Tecumseh. Judge Cato, by whose order or warrant they had been arrested, and before whom they were brought, declined to proceed with the examination; (they were charged with "high treason,") and requested me, as United States commissioner, to act in the case. At that time, great excitement prevailed in and about Tecumseh, and a large force of armed men were stationed by the law and order party in and about Tecumseh and Leocompton. It had been rumored in ad-

vance that the prisoners mentioned had been arrested for participation in the murder of the Doyles, and Wilkinson, and Sherman, on Pottawatomie creek, a few weeks previously, and the men stationed at Tecumseh were, without due knowledge of the facts, much prejudiced and excited against them, so that the lives of the prisoners were in constant jeopardy. When the examination took place, they were defended by B. J. Newsom, esq., and A. D. Reed, esq., (both pro-slavery men,) Wm. Barbee, esq., acting as proxy for Attorney General Isaaks. The original warrant or warrants had been lost; Mr. Barbee presented affidavit to that effect, charging them with treason against the United States. Prisoners' counsel consented to receiving and proceeding to examination on the affidavit. The testimony was all reduced to writing; Brown and Williams had refused to disband their company in accordance with orders of United States troops and the proclamations issued; their company had been raised and started for the protection of Lawrence, May 20, 1856. Brown and Williams were the only persons against whom anything was proven; that was only evidence of a determination to resist the threatened attack on Lawrence, whether the same were attempted by pretended authority of United States courts or the violence of partisans. Although I well knew at the time that no conviction for "high treason" could be legally had on the evidence offered, the pressure of circumstances, and the imminent danger of violence existing, as well as to save the lives of the prisoners, and ultimately insure their safe return to their homes, I discharged five of the seven, and remanded Brown and Williams to the marshal's custody, supposing, as he had no mittimus for their detention that they would soon be discharged or give bail. Judge Lecompte refused bail in the treason case. The five prisoners discharged were safely escorted to their homes. Brown and Williams were kept as prisoners, with G. W. Brown, Charles Robinson, and others, about four months.

When John Brown, jr., was a prisoner he was partially insane at times; his mind had been affected by the Kansas troubles. While a prisoner his dwelling-house and other property had been destroyed. He left the Territory in October, 1856, in destitute circumstances; and I am informed and believe he has ever since been anxious to return to the Territory with his family, but he is so poor that he cannot do so. He claims to be a citizen of Kansas Territory yet, being driven out, and now involuntarily absent from the Territory. His losses resulted directly from the "difficulties." The evidence mentioned proved petitioner's good character, and exonerated him from all suspicion of complicity in Pottawatomie creek murders.

EDWARD HOOGLAND,
United States Commissioner.

TECUMSEH, K. T., *June 25, 1859.*

In the matter of the petition of John Brown, jr.

The petitioner, from his own showing, is a non-resident of Kansas, and therefore not entitled to the benefit of the provisions of the existing law.

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JULY 2, 1859.

No. 265.

To the commissioners of claims under act of February 7, 1859:

The undersigned, Miss Mary E. Partridge, of lawful age, being duly sworn, saith: That she is a citizen of Kansas Territory, and has been such citizen ever since February, 1855; that she has sustained loss and damage by reason of the disorder which prevailed in the Territory from November 1, 1855, till December 1, 1856, for which she claims indemnity as follows: Petitioner had a claim and dwelling house thereon on Pottawatomie creek in or about the month of July, 1856. Her house was locked and nailed up. For safety petitioner was staying part of the time on an adjoining claim with her father and brother. A company of United States troops camped alongside of deponent's house. Whilst they were so camped deponent went to her house, and found it had been broken open and robbed of property belonging to her, consisting of a large white crape shawl, worth \$12; a breastpin, worth \$2; a number of books, a quantity of wearing apparel, sheeting, towelling, crash, and other items of personal property, of the value of \$50 or more. Deponent made an estimate of the value of the property taken at the time, but cannot now specify and estimate the same particularly. Deponent is confident that the said house was closed and fastened when said United States troops camped there, and therefore believes that the plundering aforesaid was done by them. She has never received any compensation for or recovered any of said property from any source whatever.

MARY E. PARTRIDGE.

Sworn to before me this 19th day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

LYKINS COUNTY, ss:

Wakeman Partridge, being duly sworn, saith: Petitioner is my daughter. Her claim adjoined mine. She had a house on it, in which was deposited her clothing and other personal property. In July, 1856, I aided her in fastening and closing up said house. A

company of United States troops, under command of Lieutenant Thompson, were about that time camped on the claim adjoining mine, and on which my daughter's house was situated. Whilst they were so camped said house was broken open, as we supposed, by some of the soldiers, and a quantity of property belonging to petitioner, consisting of wearing apparel, books, &c., taken away. I think the property so taken was worth, in all, probably \$50. I went with her to the house after it was broken open.

WAKEMAN PARTRIDGE.

Sworn to before me this 19th day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Mary E. Partridge.

The petitioner claims for loss of clothing, books, jewelry, &c.	-	-	-	-	-	-	\$50 00
The same is proven and allowed; add interest on same two and a half years, at 6 per cent.	-	-	-	-	-	-	7 50
Total award	-	-	-	-	-	-	<u>57 50</u>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

MAY 24, 1859.

No. 266.

To the honorable commissioners, Edward Hoogland, S. A. Kingman, and Henry J. Adams, appointed by the fifth territorial legislative assembly of Kansas to "audit and certify to losses sustained during the troubles of 1855 and 1856:"

Your petitioner, James J. Holbrook, of Osawatomie, would respectfully represent: That he is a citizen of Kansas, and has been a resident of Osawatomie since the fall of 1855. That on the 6th day of June, A. D. 1856, an armed body of men, to the number of 100 or upwards, under the command of Peter Smith, of Westport, and other notable characters of the State of Missouri, did enter the town of Osawatomie, and in my absence (I being a prisoner in their camp at Paola) did break into my trunk and take clothing, fine shirts, summer clothing, daguerreotypes, and other valuables, to the amount of \$40; also took out of my room in the hotel one rife and accoutrements, valued at \$30, and one double-barrelled shot-gun, valued at \$25. And, further, that on the 30th day of August, A. D. 1856, another armed

body, to the number of 400 men, under one General Reed, of the State of Missouri, did enter the town and drive out the citizens, burn or destroy everything that was of no use to them, and carrying away all of value. Your petitioner was one of those so driven out, and did loose, by fire, destruction of some kind or other, or by theft, the following property, to wit: three horses, one bay mare four years old, one gray mare four years old, and one gray horse five years old, all well made, good workers, and young, worth \$600; one horse (brown color) eight years old, valued at \$125; one set double harness, \$30; one saddle, bridle, and martingals, valued at \$18; one set silver plate, valued at \$75. And your petitioner would state that said plate was left by one Oscar V. Dayton as payment in full for money loaned to said Dayton by your petitioner, and that it was repeatedly seen in the Missourians' camp, after the battle of this place, (Osawatomie,) among other property belonging to petitioner. Said silverware was left for safe-keeping in an iron safe, which was opened by means of firing through it with cannon, and then cutting the same open with a cold chisel. Also lost one musket, gun, and one ten-shooter revolver, valued at \$30; one silver watch, valued at \$18; sundries, two blankets, \$9; six seamless sacks, \$3; stretcher and whiffle-trees, \$6; hatchet and carriage whip, \$2; clothing, taken or burned, to the amount of \$50; the exact items lost would be unnecessary to mention; suffice it to say that they were such articles as are comprised in a gentleman's wardrobe.

Your petitioner would also ask that he may be allowed the following losses, which were partially sustained on that ever-memorable day, (30th August.) and partially the effect produced by it on the preceding two or three months' time: he had another set of harness, which he recovered on his return to the Territory, (having been forced, by the trouble in our section of the country, to leave the Territory,) two collars and one line, perhaps of the value of \$5; and, as the harness was worth about \$25, the loss will be about \$20.

My retreat from Osawatomie was accomplished on foot, with such articles as I happened to have on my back at the time. I went to Lawrence, from there to Leavenworth City, and down the river to St. Louis, thence to my old home, in Covington, Kentucky; for, having lost my little all of property here, I was fearful the pressure of the times, during the coming fall and winter, was more than I could stand. I had at the time a hack, which was damaged to the amount of \$55, it having been worth, at the time of the burning, about \$100; and, immediately on my return, I sold the same to a blacksmith for \$45, as per receipt which I have in my possession. Also had four or five acres of good corn destroyed, of which I never saved one ear, through being forced to withdraw from the neighborhood. Said corn could not have been worth less than \$60, and was a total loss. Your petitioner has increased the figure on his horses, (from the statement submitted to the preceding commission,) being satisfied that the worth of the same was not done justice to before, and from a sincere conviction that the real

loss was even more than that stated by your petitioner ; and your petitioner believes his loss to be, as above stated, not less than \$1,196.
 JAMES J. HOLBROOK.

Sworn to before me May 15, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of James J. Holbrook.

Samuel Geer, being duly sworn, says : I know the petitioner ; he was a citizen of Kansas in 1856, and is now. In the summer of 1856 he was staying with me. I was keeping a public house in Osawatomie at that time. On the 6th day of June a company of Missourians, under the command of Peter Smith, entered the town and plundered my house, as well as others. The company consisted of 100, or more. I know that Mr. Holbrook had a trunk up stairs in my house, which they broke open and robbed of whatever they could find that was valuable. I do not know particularly what the trunk contained, but I know Mr. Holbrook had good clothes, and I should think the contents of the trunk might have been worth \$40. Mr. Holbrook was compelled to leave here after the destruction of the town, on the 30th of August, 1858, and I know that he had four horses and one or more sets of harness. I was compelled to leave myself for several days at that time, and could not say what property was taken and what left, but understood and know that they generally carried off such property.

SAMUEL GEER.

Sworn by me this 20th day of May, 1859.

HENRY J. ADAMS.

LYKINS COUNTY, ss :

Robert Reynolds, being sworn, saith : Osawatomie township has been my home ever since May, 1856. Am acquainted with petitioner. Knew his property and circumstances in 1856. He had property of his own taken and destroyed during the troubles of 1856. A shotgun, belonging to petitioner, was taken from Geer's hotel, Osawatomie, by a party of armed men, on 6th June, 1856, worth \$25. Heard that other property of his was taken at same time, but do not know particulars. I know that he had two horses stolen from him in June, 1856. In August following I saw those two horses, one a dapple gray gelding and one bay mare, in the camp of General Reed's army of Missourians, whilst I was a prisoner in their camp, after the battle of Osawatomie. Those horses were worth, the gelding, \$200; the mare, \$110. I knew those animals well.

At the time of the burning of Osawatomie, Holbrook had two other horses in his stable : one a four-year old dapple gray mare, and the

other a brown gelding. The gray mare was worth \$200; the brown gelding was worth about \$110. Also two sets of harness, one worth \$25, and the other \$15; a saddle, bridle, and martingals, worth \$18. He also had, in an iron safe, in town, a lot of silver plate. I saw such articles of silverware, a silver pitcher and a milk cup, tied to the horn of the saddle of some of Reed's men, on the march from Osawatomie to Westport. When I saw that plate in the safe I understood it was Holbrook's. Don't know the value; all silver. Holbrook also had a musket, worth \$15. He had a silver watch, worth \$18; two blankets, \$9; six sacks, \$3; stretcher and whiffle-tree, \$6; hatchet and carriage whip, \$2. At the same time Holbrook owned a hack. It was in Osawatomie on said 30th August, on which day the said town was burned, and all said property above specified by me was destroyed or taken off, except that the hack was damaged, instead of destroyed, to the amount of \$55. Holbrook participated in the battle of Osawatomie, and thence was driven out of the Territory. His field of corn, adjoining my claim, three miles from Ossawatomie, was destroyed. It contained about five acres of outgrowing corn, and was destroyed by reason of Holbrook being driven off. It was worth \$60.

ROBERT REYNOLDS.

Sworn to before me this 21st day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of James J. Holbrook.

A. D. Alderman, being duly sworn, says: That he has been in the town and neighborhood of Osawatomie since the fall of 1855; that he has known Holbrook since he came into the Territory in the fall of 1855. On the 30th August, 1856, he was the owner of four horses: one bay mare, worth about \$150—she was a likely animal; one gray mare, dappled, worth \$150; a gray horse, worth \$150—it was a match for the gray mare; also one brown horse, worth \$125. He had two pair double harness, worth \$25 or \$30 a pair; a saddle and bridle, worth \$25; also a musket, worth \$10, and a revolver, worth \$30. These things were taken or burned on the day of the burning of Osawatomie. The horses were in town the night before the town was burned, and I presume were in that day. Holbrook was here in the morning of that day. I don't know whether he was in the battle or not. He had to leave the Territory.

A. D. ^{his} + ALDERMAN.
_{mark.}

Sworn to before me May 23, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of James J. Holbrook.

Total claimed	-	-	-	-	-	-	\$1,196 00
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Petitioner resided in 1856, and now resides, at Osawat- omie. He claims clothing and other property taken by Peter Smith and company, of Westport, Missouri, from his trunk, in Osawatomie, June 6, 1856	-	-	-	-	-	-	40 00
One rifle, &c., \$30 ; one double-barrelled shot-gun, \$25	-	-	-	-	-	-	55 00
On 30th August, 1856, at burning, &c., of Osawatomie, four horses, at \$150 each	-	-	-	-	-	-	600 00
Double harness, \$30 ; saddle, bridle, &c., \$18	-	-	-	-	-	-	48 00
Silver plate, \$75 ; one musket and 10-shooter, \$30	-	-	-	-	-	-	105 00
One silver watch, \$18 ; blankets, hatchets, &c., \$20	-	-	-	-	-	-	38 00
Clothing, \$50 ; harness, \$20	-	-	-	-	-	-	70 00
Damage to hack, \$55 ; four or five acres of corn	-	-	-	-	-	-	60 00
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Sustained by proof	-	-	-	-	-	-	1,016 00
Add interest, 2½ years, at 6 per cent.	-	-	-	-	-	-	151 40
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Total award	-	-	-	-	-	-	1,167 40
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SAM'L A. KINGMAN.
EDW'D HOOGLAND.
HENRY J. ADAMS.

JUNE 20, 1859.

No. 267.

*To the honorable the commissioners to audit and adjust claims for prop-
erty taken and destroyed in 1855-'56 :*

The undersigned respectfully represents that he has been a resi-
dent of Lykins county, Kansas Territory, since May, 1855 ; that on
the 20th day of August, 1856, he was possessed of a span of horses,
described as follows : one was a bay horse and the other was a gray
horse ; they were very large horses ; that on the night of said 20th of
August both of said horses were taken by a body of men calling them-
selves Alabamians ; that said horses have never been returned to him ;
that said horses were worth \$250 ; also that on the 30th day of said
August a shot-gun, the property of the undersigned, was taken from
the house of the brothers Updegraff by a body of men under the com-
mand of one John W. Reed, and that the same has not been returned
to him ; that the value of said gun was \$8 ; wherefore the undersigned
prays that he may be allowed the amount of said losses.

JOHN T. GRANT.

Sworn to and subscribed before me this 10th of May, A. D. 1859.

[L. S.]

GEO. W. CAVERT,
Notary Public.

In the matter of the petition of John T. Grant.

LYKINS COUNTY, ss :

George W. Grant, being duly sworn, says: That he is a son of petitioner; that the petitioner is a citizen of Kansas Territory, and has been since May, 1855; that he was the owner of a span of horses, such as is described in his petition, of the value of \$250; that on the night of the 20th August, 1856, a company of Georgians and Alabamians, being a portion of Reed's army, as I understood, came on to the claim of petitioner and took the horses. I did not see them taken, but one of them was fastened with a lariat at night, and in the morning the lariat was found to have been cut and the horses were gone. A part of the band above described had been camped at the Dutch Henry's crossing of Pottawatomie, about three-fourths of a mile from my father's house. They were engaged generally in robbing and plundering and doing personal injury; particularly they were after the horses. My father never got them again. I am twenty-three years old. He states that the shot-gun was taken, as stated in the petition, worth \$12. None of this property has ever been recovered, nor has my father ever received any compensation for it, so far as I ever knew or believe. The morning after the horses were gone the men at the camp were also gone.

GEO. W. GRANT.

Sworn to before me May 18, 1859.

SAM'L A. KINGMAN,
Commissioner.

William Grant, being duly sworn, says: He is a son of petitioner, 19 years old; that he has heard the foregoing deposition read; that the facts therein stated are within his own knowledge, and are true.

WILLIAM GRANT.

Sworn to before me May 18, 1859.

SAM'L A. KINGMAN,
*Commissioner.**In the matter of the petition of John T. Grant.*

The petitioner claims for a span of horses taken, \$250, and a gun, \$8 - - - - -	\$258 00
The proof sustains the charge, and the board allow the same, and interest for 2½ years, at 6 per cent. - - -	38 70
Total award - - - - -	<u>296 70</u>

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

MAY 24, 1859.

No. 268.

To the commissioners of claims under act approved February 7, 1859:

The undersigned, Mary E. Partridge, being duly sworn, saith : That she is the heir and next of kin, and acting administratrix of her late brother, George Partridge, deceased. That said George Partridge came to Kansas Territory from Wisconsin in the fall of 1854, and selected a claim on Pottawatomie creek, in Franklin county, Kansas, previously owned and occupied by Ottawa Jones. He bought the right of possession and improvements in said claim of and from said Jones, for which he paid said Jones about \$400. Upon said claim was a log dwelling-house, which had been erected by Jones, and, by the purchase aforesaid, became the property of said George Partridge ; said house was worth \$150 ; could not have been put up for less than that sum. Said George did work on and occupied said claim for some time, and he was killed in the battle of Osawatomie August 29 or 30, 1856, by Reed's army of Missourians. Said house was burned down and destroyed, and all the improvements or evidences of possession made by said George on said claim were about obliterated in the fall of 1856—during the month of October, 1856—as deponent and some of the neighbors believed, from existing circumstances, by a man known as "Dutch Henry," or through his instigation and fellowship with certain bands of pro-slavery men who then warred against the free-State settlers on the Pottawatomie, or by persons participating in the war.

Deponent claims indemnity for said burning, as representative aforesaid. No indemnity or compensation for said building has ever been received from any source whatever.

Said Dutch Henry was shot and killed about the latter part of February or early part of March, 1857.

MARY E. PARTRIDGE.

Sworn to before me this 19th day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

LYKINS COUNTY, ss :

Henry Kilburn, being duly sworn, saith : I was acquainted with George Partridge during the year 1856. He was killed at the battle of Osawatomie. He owned a claim on Pottawatomie creek, about eight or ten miles from Osawatomie, which it was generally understood had been purchased of Ottawa Jones by said George. During the summer of 1856 there was a good log house on said claim—hewed logs, two windows, floor above and below, two doors, and a comfortable house to live in ; said house was worth \$150. The same was burned down and destroyed during the war or troubles of 1856. The burn-

ing took place, I think, in the month of October, 1856. Do not know by whom the house was burned.

HENRY B. KILBURN.

Sworn to before me this 19th day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

LYKINS COUNTY, ss :

Wakeman Partridge, being duly sworn, saith : I am acquainted with Ottawa Jones. He told me that he sold the claim and improvements above mentioned to George Partridge, now deceased. I know the claim mentioned. The house was such as described by above witnesses, Kilburn, and worth \$150. It was a good house. George Partridge was driven from said claim by Dutch Henry and others during the disorder that prevailed in 1855.

WAKEMAN PARTRIDGE.

Sworn to before me this 19th day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Mary E. Partridge, administratrix of George Partridge, deceased.

The petitioner, in her representative character, claims for destruction of house	-	-	-	-	-	\$150 00
Which is sustained by the proof, and allowed.						
Add interest for two years and a half, at 6 per cent.					-	22 50
Total award	-	-	-	-	-	<u>172 50</u>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

MAY 24, 1859.

No. 269.

In the matter of the petition of John Sharkey.

OSAWATOMIE, *Lykins County*, ss :

William Chestnut, of the town of Osawatomie, being duly sworn, saith : I now reside within the town of Osawatomie ; have resided here ever since October, 1854. Am acquainted with John Sharkey, the petitioner ; have known him ever since the summer or fall of 1855,

when he settled here and commenced mercantile business. He erected a store building, about 16 by 24 feet square, one story high and loft overhead. It was a frame building, weather-boarded, had 2 doors, 2 windows, common sawed lumber floor, arranged with counters, shelves, and fixtures suited to his business. Said building was, at the time of its destruction, the property of D. W. Collis, but petitioner had an interest or lien thereon, for cash and materials furnished in building the same, to the amount of about \$75.

I know that Mr. Sharkey sustained loss and damage by the taking and destruction of property, during the disorder which prevailed in this Territory from November 1, 1855, till December 1, 1856.

Mr. Sharkey usually kept a good assortment of groceries, provisions, hardware, drugs, dry goods, and general merchandise of all kinds suited to the wants of a country trade. About the 1st of June, 1856, he had such a stock on hand in his said store, situated on lot No. 11, block No. 55, I think. I was in his store almost every day, and occasionally clerked for him. I had a particular knowledge of the contents of the store. On or about the sixth day of June, 1856, Mr. Sharkey had on hand such a stock of goods as he usually kept, viz; An assortment of dry goods, to the value of \$500 or \$600; ready-made clothing, as near as I could estimate, from \$300 to \$400; fall assortment of boots and shoes, worth about \$200 to \$300; a lot of tinware, worth \$100 to \$150; a lot of cutlery, knives and forks, and spoons, &c., worth \$100; fancy articles, ribbons, laces, buttons, tailoring and millinery goods, worth \$150; hardware, consisting of carpenters' tools, house trimmings, nails, and window glass, about \$200; he had an assortment of saddlery goods and saddles, worth \$150. Drugs and medicines, paints and oils, usual stock, \$500; also crockery, glassware, lamps, &c., worth from \$150 to \$200. A general assortment of groceries, sugars, teas, spices, coffee, and other articles usually kept in a country store, usual average, about \$1,000 worth. He generally kept a large supply of such on hand, and dealt freely in that line. He had on hand provisions, flour, cheese, bacon, hams, side meat, and fish, to the amount of about \$500 or \$600. I know that a short time before said 6th of June, I hauled for Mr. Sharkey from Kansas City 1,000 pounds of ham.

On the said 6th day of June, 1856, between two and four o'clock p. m., a body of armed men, on horseback, about 20 or 30 of whom I saw, entered the town of Osawatomie, as I understood, by the steam mill ford across the Marais des Cygnes, and committed robberies by force. They plundered several dwelling-houses and stores, viz: Mr. Geer's dwelling-house and also his store; Mr. Dayton's dwelling-house; Dayton & Gardner's printing office; Mr. Sharkey's store, and carried away money, goods, and property from those places collectively, and tried to fire some of the buildings. They seized and took off with them several horses belonging to residents of the town. At that time about 30 buildings comprised the town of Osawatomie, and the actual population was about 200 persons, including men, women, and children. About 40 or 50 of those inhabitants were men capable of bearing arms. Most of those men were then absent, at work on their claims outside of the town, or absent on business, so that, I

heard it stated and estimated, shortly after the robbery, that there were only five or six men in the town when the hostile party entered and committed their depredations; no resistance was attempted. That evening I heard Mr. Sharkey say that the hostile party had threatened and greatly intimidated him by their conduct, and had committed violence upon his person, but that they took very little from him in comparison with the risk he ran; that they only took some surcingles, girths, and small items, to the value of \$25 or thereabouts, from him.

I do not know of Mr. Sharkey sustaining any further loss until the 30th day of August, 1856, when the town of Osawatomie was invaded by General Reed and his army of 400 Missourians, aided by Rev. Martin White, and almost entirely destroyed, including Sharkey's store and his entire stock of goods, such as above described. My dwelling-house was about half a mile southwest from Sharkey's store. I was home on that day, and saw Reed's forces enter the town. They were all mounted on horseback; they entered the town from the northwest, having come from the head of Bull creek and crossed at Bundy's ford or ferry, across the Marais des Cygnes; I first saw them about sunrise. They did not come to my house, but passed along the regular road principally; one detachment passed within about a quarter of a mile of my house; I stood by my house, saw the invading force pass to the houses forming the town, and soon after heard firing about the houses and in the woods. The houses forming the town are located on a level prairie on the south and west side of the Marais des Cygnes, and east and north of Pottawatomie creek, which forms a junction with the Marais about three-quarters of a mile from the town settlement; most of the houses are within a quarter of a mile of the Marais and three-quarters of a mile from the Pottawatomie, and surrounded on three sides by timber. From where I was I could not see the citizens flee from their houses; there had not been any additional force posted in the town over night for its defence. Nothing was known of the approach of the hostile force until they made their appearance on the hill west of the town. The country was then in a state of civil war, and an attack on Osawatomie by the Missourians had been threatened for two or three weeks previous, in consequence of which many of the citizens of Osawatomie had fled with their families, and no business of any consequence had been done for several weeks. I saw the invading force bring with them a large cannon. On reaching the buildings the company principally dismounted, and I could see them about the houses. Shortly after I heard the cannon firing against the timber of the Marais des Cygnes, immediately north of the town, and firing of small arms in and out of the timber. This firing continued an hour or an hour and a half, after which they gathered about the houses, collected their horses, and set fire to most of the buildings of any consequence in the place. The following is a list of the buildings burned and destroyed.

1. Lake's building on Ward avenue, lot 19, block 54—a frame building $1\frac{1}{2}$ story high, 18×26 feet, occupied by a family—building worth at least - - - - \$400
2. Sharkey's store, lot 11, block 53, (owned by D. W. Collins)—a hewed log building, 16×20 feet, or thereabouts, occupied as a store—building was worth - - - 300

3. Higgins's store, lot 9, block 53, occupied as a grocery—a nice hewed log building, neatly finished, size about 16, 22 feet—worth	\$350
Lot all fenced—fence worth	75
4. George Ferris's building on lot 6, block 66—a frame building, set on fire and partly burned—extinguished—damage	50
5. J. B. Higgins's buildings on lot 5, block 67, consisting of three dwelling-houses connected—smoke-house, privy, and out-houses—worth, including fence, at least	1,000
6. Hughes's hotel and buildings on lot 6, block 67, owned by J. B. Higgins—hotel, rear building, large barn, and four out-buildings, all fenced in—worth	1,500
7. Higgins's office, occupied by Tator & Brown, on lot 8, block 67—a frame house, 12 × 18, 1½ story high—worth	200
8. Mr. Geer's buildings on lot 10, block 67, consisting of five buildings, as follows: <i>a</i> , two-story house, frame, 18 × 30; <i>b</i> , addition, 12 × 30, used as a store and hotel; <i>c</i> , Geer's dwelling, 18 × 20, hewed logs; <i>d</i> , smoke-house, 18 × 18, log-house; <i>e</i> , ice-house, 16 × 16, log-house; <i>f</i> , stable, 14 × 24, frame—worth, collectively, at least	2,500
They were all fenced in and comfortably finished.	
9. Asa S. White's dwelling-house, 16 × 24, two stories, on lot 2, block 68—a good frame house, well-finished and occupied	600
10. White's barn in rear of lot 2, block 68—size, 12 × 16—worth	150
Fences, trees, &c., set out—worth	50
11. Church and school-house belonging to the inhabitants of the town of Osawatomie—worth	500
On which, for labor and materials, Mr. Yetton had an interest of \$100 or \$150.	
12. Edwards's house on lot 6, block 68—a portable house, well finished and painted—size, 14 × 18 or 20 feet—worth	300
13. McVey's house on lot 12, block 47—a large hewed log house, 24 × 30, two stories high, occupied by Nathan McVey and family—worth	700
14. Dr. Updegraff's block-house—a log building, 20 × 30 feet, 1½ story, nearly finished, had floors and stairs, occupied as a carpenter shop—worth	600
15. Thomas Kelly's house, lot 15, block 46—frame house, 16 × 24, 1½ story—worth	400
16. A building known as Warner's building, and called "Hickory Cottage," on lot 10, block 43—building built of logs, with floors and windows, 16 × 18, occupied—worth	250
17. Amos Alderman's house on lot 13, block 45—a log-house, about same as above—worth	250

18. D. W. Collis's dwelling-house on lot 5, block 53—a frame house, 16 × 18, one story high, occupied—worth	-	\$300
19. John Yetton's dwelling-house, 14 × 18 feet, 1½ story high—a frame house, occupied—worth	-	200
20. Orville C. Brown's dwelling-house—a large double log-house, 40 feet long, 1½ story high, finished and occupied	1,000	
21. A stable, 14 × 16, and out-houses	-	500
22. The Dayton & Gardner House, partly burned and damaged—loss fell on Higgins	-	50

As stated above, Mr. Sharkey's store was burned with all its contents. His stock had been replenished and fully kept up from time to time, during the months of June, July, and August, by purchases at Kansas City; and, by arrangement with Colonel Boone, of Westport, succeeded in getting his teams through by passes from him and other pro-slavery leaders, so that Mr. Sharkey and Mr. Geer were enabled to and did furnish the principal portion of all supplies to the settlers in this portion of the country. I was in Sharkey's store a day or two before the burning, and know that at that time he had on hand an average general assortment of dry goods, groceries, and other articles about the same as above described, on the 1st to 6th of June, 1856. Such was about his usual amount of goods on hand, and I am confident that such was as fair an estimate as can now be made by any person but Mr. Sharkey himself of the probable amount and value of the property in the store on said 30th of August, and taken or destroyed by the army aforesaid at that time. The invading force retired from the town about 9 or 10 o'clock a. m., taking with them a number of wounded and dead. They took away with them as prisoners William Bainbridge Fuller, Robert Reynolds, Dutch Charley Kaiser, a young man named Thomas, from New York, a Mr. Morey, Spencer Brown, all belonging to the town; also a man named William Williams, belonging to Miami Village, Kansas Territory. They shot and killed said Williams, on the Osawatomie town site, before they left, and after they had taken him prisoner; Dutch Charley they shot and killed on Cedar creek on their return to Missouri. Before entering the town they killed Frederick Brown and William Garrison, and wounded George Cutter very badly. During the battle and flight of the citizens, the Missourians killed George Partridge, as he was crossing the river on horseback, and a young man named Powers, formerly from the neighborhood of Freeport, Illinois. There were engaged in the battle in behalf of the town, under command of Captain John Brown, commonly known as Old Brown, 17 men; under Captain Cline, 14 men; and a few of the citizens of the town, under Captain Updegraff, numbering about ten men; total 41 men. They retired to the woods, as above mentioned, and continued to return the fire of the enemy until driven from their position by the cannon mentioned.

WILLIAM CHESTNUT.

Sworn to before me this 20th day of May, 1859.

EDWARD HOOGLAND, *Commissioner.*

LYKINS COUNTY, ss :

Robert Reynolds, being duly sworn, saith : I reside in Osawatomie township, about three miles from the village, and have resided there ever since May, 1856. I have heard read the foregoing testimony of William Chestnut, and am familiar with the general facts concerning the invasion, burning, and plundering of the town of Osawatomie on the 30th of August, 1856. I had been in the town overnight, and participated in the battle under the immediate command of Old John Brown. No preparation had been made overnight for the defence of the town any more than to send out patrols. I am certain that the whole force engaged on our side did not exceed, or more than one or two vary from the number stated by Mr. Chestnut, viz : Under Captain Brown, 17 ; under Captain Cline, 14 men ; and a few citizens, about 10 in number, under Captain Updegraff, Doctor, or Captain Updegraff. D. W. Collis and George Cutter were wounded. George Partridge and ——— Powers killed. Frederick Brown and Charles Garrison previously murdered about two miles from town.

The description of the affair and the burning of the town as above set forth by Mr. Chestnut, I know to be correct as far as it goes ; we took position in the woods about half a mile northwest of the principal cluster of buildings forming the town ; Captain Brown's company took position furthest west ; next Captain Updegraff's men, and then Captain Kline's company, nearer the mill, which was about a quarter of a mile east of them ; when we got arranged in the woods the main body of the enemy were passing within about 600 yards of us ; Captain Holmes was a volunteer ; he advanced towards the top of the hill on the southwest of the town to reconnoitre and found the enemy close at hand ; he immediately retreated to our ranks and reported what had occurred ; he was on horseback at the time ; the enemy advanced close after him and fired at him, and formed a line from O. C. Brown's house to Chesnut's premises, facing the woods where we were stationed ; they then fired three guns, as I was subsequently informed by them, for the purpose of signaling to us to surrender ; we all had orders from Captain Brown not to fire a piece until he gave orders ; when the alleged signal guns were fired by the enemy, our men were impatient and could not be restrained, as it was supposed they were firing at us, and consequently Jason Brown, old Captain Brown's son, raised his gun to return the fire, and we all did the same, although we knew it was contrary to orders ; of our whole force of 41 men there were only 18 who were armed with Sharpe's rifles ; we fired a few rounds and the enemy did the same ; this was at a distance of about 600 yards ; I fired about 30 cartridges ; the enemy then brought up their cannon, having been thrown into confusion by our fire and some of their men taking shelter behind the hickory cottage ; the placing of the cannon in position seemed to inspirit their men ; the cannon was so placed within about 400 yards of the timber as to attack our right wing, and each successive shot they moved their cannon about six rods further east, so as to scour the timber ; they fired, I think, six shots at us in the timber ; the cannon was loaded with grape shot ; do not know that any of our men were wounded by the cannon shots ; most of their missiles over-

shot us and cut the limbs of the trees over our heads; during all this time our men kept returning their fire and moving further east; the enemy then ceased firing the cannon, dismounted from their horses, and made a charge in two or three companies on foot into the timber and closed in on our right and in front; no order to retreat was given; the men found themselves in such a position that they must either surrender or retreat; the main body of our men effected their escape across the Marais des Cygnes, some swimming and others in a skiff; the ford was some distance below there; I was taken prisoner, as also were — Thomas and Dutch Charley Kaiser, by Captain Warren Harris, of Platte county, Missouri; we were brought under guard to the town, where they immediately commenced firing at the block-house and setting the buildings on fire; in the block-house were six or eight men (mostly invalids) under Mr. Austin; these escaped when the cannon was brought to bear, and took to the timber; all the women of the several families, with the exception of Mr. Chestnut's and Mr. Sears's women, had been out of town two or three days; every house in town except four was burned to the ground; those remaining were Woodbury's house, one house near the mill belonging to John Sharkey, and two other small houses; when the work was about fairly completed, and the enemy had overcome all resistance, they then commenced plundering the stores and dwellings of the town and loading their plunder into wagons that they had with them, and other wagons which they seized in the town; they found in the town one of my horses, which they took away; they got 17 or more horses out of the town on that day, and 20 head of cattle, large oxen; I saw their loads of plunder, some from Sharkey's store that I knew; silverware taken from Holbrook's, which I saw tied to the horns of the saddles of some of the party; there were twelve covered wagons in the train when they took us out of town; some of those wagons I know were filled with plunder, taken from Osawatomie; two of them were filled with wounded men; I saw six of them; whilst I was with them as a prisoner they denied that any of their men were killed in the battle, and declared that they had killed 33 of our men; we were taken out to Bull creek, near McCammish's; we were thence taken to Westport and Kansas City; whilst on the march they had five of the wagons near the head of the column, which they would not allow the prisoners to approach, and guards were kept around those wagons all the time; when camping those wagons were kept as much as possible away from the main body of the men; I was under the impression that those wagons contained their dead men; we went to Bull creek and reached there about 10 p. m., Saturday evening, August 30. Young Spencer Brown had been taken prisoner at the burning of his father's house, and was with us on the march; we were four days reaching Kansas City; there I was put on board a steamboat with H. K. Thomas, and ordered not to return to the Territory until the troubles were entirely over, or they would give us six feet of rope; they took particular descriptions of us; Thomas has never returned; I came back by way of Iowa and Nebraska, and reached here 16th of December, 1856; came on horseback alone; after the battle had terminated the enemy captured William Williams, who had always declared himself a free-

State democrat—a conservative man; he was formerly from Westport, Missouri, and had to leave there on account of his free-State proclivities; they took him to the edge of the town site and shot him; a double barrellled shot-gun was fired at him; Charley Kaiser was shot on Monday morning, September 1, about 6 o'clock; thus far he had been marched along on foot, driving cattle, &c.; whilst encamped on the east side of Cedar creek, where we had camped overnight, on the old Santa Fé road, Charley Kaiser was taken out by the lieutenant of some company to a guard of Kickapoo Rangers about 150 yards from where he and I had been sitting down and talking, and directly I heard the report of three or four guns, and immediately the word passed along that Kaiser had been shot; when I was first taken prisoner, a man named Kuntz, a half Indian and French, drew up his gun to kill me, but Captain Warren Harris prevented it; Kuntz is since dead with a ball put through his head; on Sunday evening before he was shot, Kaiser declared his impression that he would be killed, as he had been one of the party under Captain John Brown, who had captured Coleman at the battle of Black Jack, where Coleman had made threats against him; same Coleman who killed Dow; I know that Coleman was one of the party that burned Osawatomie.

According to the best of my recollection at present, the following are the names of those who formed the three companies mentioned and participated in the defence of Osawatomie:

John Brown, senior, captain; Dr. Updegraff, captain; — Kline, captain; Harrison Updegraff, Charley Kaiser, Cyrus Tator, George Ferris, August Bondi, Robert Shearer, John Staats, Jason Brown, Samuel Kilbourn, Robert Reynolds, Charles Eaton, George Grant, George Partridge, William Partridge, Samuel Wright, J. M. Anthony, William Quick, Hugh Kilbourn, William A. Sears, — Mills, R. W. Wood, D. W. Collis, Captain Holmes, H. K. Thomas, James Clark, J. J. Holbrook, Jacob Benjamin, Caleb Shearer, — Baker, — Powers, — Woodbury, Henry Kilbourn, and Freeman Austin; George Cutter was wounded while scouting; Frederick Brown and Garrison were killed while preparing to come ahead and give us the alarm in time.

ROBERT REYNOLDS.

Sworn to before me this 21st day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

Affidavit.

TERRITORY OF KANSAS, *County of Lykins, ss:*

William Chestnut, being duly sworn according to law, says: That he is acquainted with John Sharkey; that on the 30th day of August, A. D. 1856, the said Sharkey had a stock of merchandise in the town of Osawatomie, Kansas Territory, which said goods were wholly destroyed or carried off on the above-named day, by a company of in-

vaders under the command of one John W. Reed; that said invaders destroyed the aforesaid town at that time; that said Sharkey kept and had on hand at that time a general assortment of dry goods, groceries, hardware, saddlery, clothing, boots and shoes, drugs, household utensils, &c.; was often into Sharkey's store, and was acquainted with the goods kept by him for sale; Sharkey always kept on hand a full and large stock of goods; was into his store nearly every day; clerked for him occasionally, as also did Mr. N. J. Roscoe; that Sharkey generally kept on hand, to his knowledge, from four to five thousand dollars' worth of goods; that he had destroyed, as aforesaid, at least four thousand dollars' worth; this affiant is now a resident of Osawatomie, Kansas Territory, and has been since the fall of A. D. 1854; that Sharkey is a resident of Osawatomie, and has been to this affiant's knowledge since August, A. D. 1855.

WILLIAM CHESTNUT.

Subscribed and sworn to before me this 16th day of May, A. D. 1859.

[L. s.]

GEORGE W. CAVERT,
Notary Public.

TERRITORY OF KANSAS, *County of Lykins* :

John Sharkey to commissioners appointed under "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859.

PETITION.

The petition of the said John Sharkey shows that he is a resident of the Territory, and has been since the 2d day of August, A. D. 1855; that he was doing a general mercantile business in the town of Osawatomie from the time aforesaid till the 30th day of August, A. D. 1856; that on the said 30th day of August, A. D. 1856, the town aforesaid was invaded by about four hundred armed men, said to have been under the command of one John W. Reed, and sacked and destroyed; that the store in which your petitioner was then doing business was burned by the said invaders, and his whole stock of goods either destroyed or carried off. Said merchandise consisted of a general assortment of dry goods, groceries, hardware, saddlery, clothing, boots and shoes, and drugs—a very excellent and complete assortment of each; that your petitioner kept on hand a stock of goods generally worth from four to six thousand dollars; and that the stock which was destroyed for him as aforesaid was worth at least *four thousand dollars*, (\$4,000;) that your petitioner has never recovered the said goods or any part of them, nor has he received any pay therefor, or any part of them. Your petitioner further states that he attended mostly to his own business in his store, and that the invoices of his goods and the bills thereof were also destroyed.

Your petitioner further shows that during the summer of A. D. 1856, before the burning of his store as aforesaid, he had taken from

his store, by the companies of one Cline and others, goods to the value of one hundred and thirty-five dollars; also one saddle and bridle were taken by one Captain Cook, worth \$25. None of which goods or any part thereof, or the value or any part thereof, have been recovered by your petitioner.

Wherefore your petitioner prays that his claim of *forty-one hundred and sixty dollars*, together with the interest thereon since the 30th of August, A. D. 1856, may be allowed and audited.

JOHN SHARKEY.

Subscribed and sworn to before me this 17th May, A. D. 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of John Sharkey.

LYKINS COUNTY, ss:

Orville C. Brown, being duly sworn, says: I reside adjoining the town of Osawatomie, and have since October, 1854; located the town site, and have been generally acquainted with the course of events that have transpired in the town of Osawatomie and vicinity. I have heard read the testimony of William Chestnut in this case, and am generally acquainted with the facts therein stated, and agree with him in the statements therein made. In addition to what was stated by Mr. Chestnut, it should be added that the Mr. Powers, that is in his deposition spoken of as having been killed by the invading army, was sick, and lying in a house near the timber. He had crawled out of the house into the timber for protection, and was lying by the side of a log, exhausted by his efforts, when he was found and shot. When the raid was made on the town on the 6th of June, 1856, about 18 or 20 horses were stolen, and perhaps more.

I have been a merchant for over fifteen years of my life, keeping a general country stock, and also a jobbing business in New York. I was often in Mr. Sharkey's store, saw his stock, and from the force of habit made some observations as to the kind, quality, and value of his stock. I did not see his stock about the last of August; but from the middle to the last of July he replenished his stock extensively. I was in the store the last time on the last day of July or 1st day of August, 1856. At that time his stock was full. He usually kept a stock of from three to four thousand dollars. During the months of June and July his stock was fuller than usual, because he was the only man in the town that could get goods safely from the river, because of the pro-slavery arrangement of business which he enjoyed in Kansas City at that time. The same causes existed in August, but I did not see his stock in August. In June and July I should state that he had a stock of from five to ten hundred dollars above his

average stock. This stock, with the room, was destroyed by fire on the 30th August, 1856, by the invading army.

O. C. BROWN.

Sworn to before me May 21, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Nelson J. Roscoe, being duly sworn, says: That he was clerking for Mr. Sharkey off and on during the summer of 1856. I kept his books, and was from time to time assisting him in the store. I was so employed a part of the month of August. I have been engaged in the mercantile business for five or six years previous to my coming to Kansas. From my general knowledge of the value of goods, and my particular acquaintance with Mr. Sharkey's stock, I should think his stock was worth from \$4,000 to \$5,000 at the time it was destroyed on the 30th of August, 1856. I saw his store burned. What of his goods were not plundered were burnt in the store.

NELSON J. ROSCOE.

Sworn to before me May 20, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of John Sharkey.

LYKINS COUNTY, *ss* :

W. W. Updegraff, being duly sworn, says: That he has read the depositions of William Chestnut and Robert Reynolds in this case; that in the summer of 1856 he was living in the town of Osawatomie; was in command of a small company of men on the morning of the 30th of August, and was engaged in the struggle of that morning, and that the facts generally stated in the two depositions above referred to are in his own knowledge, and are true in the main; that the man's name mentioned in Mr. Reynolds's deposition is David Garrison, instead of Charles Garrison. He has also read the charge of petitioner for provisions, stores, &c.; of things taken and got from his store before the burning of his store, and the same is about right and reasonable. His means of knowing are good; a part of the time he was in command of a company, and occasionally called upon the petitioner for provisions and stores for other bodies of men that the difficulties of the times, and the necessities of our condition, brought to and through our place in the summer of 1856; probably to the amount claimed in Mr. Sharkey's petition.

W. W. UPDEGRAFF.

Sworn to before me this 21st day of May, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of John Sharkey.

Prior to and about the 1st of August, 1856, there was a military organization under the command of Captain Dayton. The captain and numbers of the members of his company having left the place, and the safety of the town being threatened, a new organization was effected about the 1st of August; I was its chief officer, and Dr. Darach was clerk. Provisions were scarce during the entire season, and when the military were in active service it became necessary to draw upon the resources of the citizens. I am aware that demands were made upon the citizens by the military prior to the time I was chosen chief officer, and also that those demands were complied with. On six different occasions armed companies of militia were called here by the threatening aspect of affairs; Captain Cline was the first, perhaps in June, and for whom I obtained provisions and cooking utensils of Mr. John Sharkey and James Hughes; telling them, "these men must have these things, and if they are left to come and supply themselves they may take more than is necessary." All of which was strictly true; for they asked my consent to their contemplated movement of supplying themselves with whatever they wished wherever found. Captain Anderson, of Pottawatomie, was here, and was supplied in a similar way; principally, I think, at the expense of Mr. Geer. Captain John Brown, jr., Pottawatomie Guards, supplied in same way, chiefly by Mr. Geer. Captain Cracklin, Stubbs supplied with bread, which I obtained of Mr. Geer, and for which I did not pay, nor do I believe any one else ever thought of paying. Captain Shore, Prairie City, seventy-five men, for three days in all, chiefly supplied with provisions and provender taken from Mr. Geer and Messrs. Sharkey and Hughes, without their consent, and partly without their knowledge. Other citizens were drawn upon, but the three mentioned were principally drawn upon from the fact that Mr. Geer and Mr. Sharkey kept groceries and provisions for sale, and Mr. Hughes had bacon and lard for sale.

During the month of August I was in command of a company of between thirty and forty men—perhaps near forty. I went to Mr. Geer and Mr. Sharkey more than once, and told them that "my men must have provisions, ammunition, and cooking utensils; they must not, and will not, starve." I was simply requested not to needlessly take or destroy their property. About two-thirds of the company had no provisions; many of them being young men, whose usual place of residence was distant.

I never understood that these things were donated by these persons, but that they simply submitted to the necessity of the case, knowing well that *armed and hungry men* WOULD HAVE these things *on their own terms*, in the absence of civil law and the complete ascendancy of the military power.

All of which is respectfully submitted to the commissioners to audit claims, &c.

W. W. UPDEGRAFF.

OSAWATOMIE, *May* 16, 1859.

I will state further, that on the occasion of the "first Lawrence war," in November, 1855, and also in June, on two occasions, when companies of militia were leaving or passing through Osawatomie for the strengthening of other points against the common foe, Mr. Geer and Mr. Sharkey, in common with other citizens, made voluntary contributions of provisions, ammuniton, and provender, as voluntary offerings in support of the common cause.

I would state further, as my opinion, that the contributions, both voluntary and forced, from Mr. Geer were at least double those obtained from Mr. Sharkey, and that those two furnished more than all others in this community combined.

W. W. UPDEGRAFF.

I make the preceding statements without having been solicited to do so by any one, and without the knowledge of either Mr. Geer or Mr. Sharkey, and solely to aid the ends of justice.

W. W. U.

Sworn to before me this 19th day of May, 1859.

EDW'D HOOGLAND,
Commissioner.

In the matter of the petition of John Sharkey.

The petitioner claims in this case for goods destroyed 30th of August, 1856.....	\$4,000 00
For goods taken previously to that time.....	150 00
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The whole amount is fully proven and allowed.....	4,150 00
Also interest, 2½ years, at 6 per cent.....	622 50
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Total award.....	4,772 50
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SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

MAY 21, 1859.

No. 270.

PETITION.

TERRITORY OF KANSAS, *County of Lykins:*

Joseph James to the commissioners appointed under "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859.

Your petitioner, Joseph James, represents as follows: That he is a resident of Kansas Territory, and has been since the fall of 1855; that

in August, A. D. 1856, he lost a yoke of four-year old work-cattle, and one three-year old cow ; that said oxen were taken by a band of armed men, said to have been under the command of John W. Reed, on the 30th day of August, 1856 ; that said cow was driven off some time thereafter, with one Henry Sherman's cattle, whose said cattle were driven off by Brown's men.

Your petitioner further represents that he has never recovered said cattle or the value thereof, or any part thereof ; that said oxen were worth \$100, (one hundred dollars,) and said cow \$25, (twenty-five dollars ;) that said cattle were taken on account of the political troubles which existed in the Territory at that time.

Wherefore your petitioner prays that one hundred and twenty-five dollars may be allowed and audited as his damages, together with interest thereon since the 30th of August, 1856.

JOSEPH JAMES.

Joseph James, the subscriber to the foregoing petition, being duly sworn, says that the facts stated therein are true. This 16th May, A. D. 1859.

[L. s.]

GEO. W. CAVERT,
Notary Public.

KANSAS TERRITORY, *Lykins County* :

Samuel Gleson, being duly sworn according to law, says : That he is acquainted with Joseph James ; has known him since the spring of 1856 ; he resided at that time in this Territory. Was acquainted with his cattle. Saw a band of armed men on the 30th day of August, 1856, said to have been under the command of John W. Reed, drive off a yoke of work-cattle belonging to said James. Said cattle were about four years old ; were good cattle, and worth *one hundred dollars*. Is a close neighbor of Mr. James, and has never seen said cattle since they were driven off as aforesaid. Said cattle were taken on account of the political troubles of the times. Knows nothing, except from report, about James losing a cow ; it was said that he did lose one, which was driven off by other parties—this affiant does not know which. The said James is now a resident of this Territory.

SAMUEL GLESON.

Subscribed and sworn to before me this 16th day of May, A. D. 1859.

[L. s.]

GEO. W. CAVERT,
Notary Public.

KANSAS TERRITORY, *Lykins County* :

James Fuller, being sworn, saith : That he is a resident of Kansas Territory ; that he is acquainted with Joseph James ; that said James is a resident of the Territory aforesaid, and has been since the fall of

1855; that said James, in the fall of 1856, owned a yoke of four-year old cattle; that said James had said cattle a short time previous to the invasion by Reed's company, and that after said company had departed the cattle were gone, since which time this affiant has never seen said cattle; said cattle were worth *one hundred dollars*; that report says James also lost a cow, of the value of about *twenty-five dollars*; that the said cattle were taken on account of the political troubles, as this affiant verily believes.

JAMES FULLER.

Subscribed and sworn to before me this 16th of May, A. D. 1859.

[L. S.]

GEO. W. CAVERT,

Notary Public, Lykins County, Kansas Territory.

In the matter of the petition of Joseph James.

The petitioner claims for one yoke of oxen driven off by	
Reed's army - - - - -	\$100 00
One cow stolen - - - - -	25 00
	<hr/>
The proof as to the oxen is complete and an award is made	
accordingly - - - - -	100 00
Loss of cow not proven.	
Interest on same, 2½ years, at 6 per cent. - - - - -	15 00
	<hr/>
Total award - - - - -	115 00
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SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

MAY 24, 1859.

No. 271.

To the honorable committee appointed under "An act to provide for the adjustment and payment of claims," approved February 7, 1859.

Your petitioner would represent that, about the month of September, in the year 1856, he was residing and doing business in the county of Leavenworth, in the Territory of Kansas; that he had a stock of goods in the town of Summerville, consisting of merchandise of all kinds pertaining to a country store; that on or about the middle of September, 1856, a company of armed men, purporting to be under the command of Captain Harvey, came up and surrounded your petitioner's store-house, and under threats of violence compelled your peti-

tioner to surrender the house and goods into their possession, which they took, and against your petitioner's will, and in violation of his rights as a private citizen of said Territory, they carried away and destroyed of your petitioner's goods enough to amount to near the sum of \$1,500. Your petitioner would further state that the property taken and destroyed was taken by said armed band or company, and from said large stock of various kinds of goods, and by reason of the variety of the stock, your petitioner cannot state or give to the committee a bill of items of the goods destroyed. But would state that, so far as he could determine, the following is the worth of the different kinds of goods taken, to wit :

Dry goods to the amount of	-	-	-	-	-	\$250	00
Clothing	-	-	-	-	-	200	00
Boots and shoes	-	-	-	-	-	250	00
Saddlery	-	-	-	-	-	150	00
Provisions	-	-	-	-	-	250	00
Groceries	-	-	-	-	-	200	00
Sundries	-	-	-	-	-	200	00
							<hr/>
Amounting altogether to	-	-	-	-	-	1,500	00
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The amount your petitioner claims he lost. All of which your petitioner would respectfully present for your consideration and allowance under the aforesaid act.

MASON T. SUMMERS.

Sworn to and subscribed before me, a commissioner of deeds for the Territory of Kansas, residing in the State of Missouri.

THOMAS A. RUSSELL,
Commissioner.

KANSAS CITY, *May* 13, 1859.

KANSAS CITY, *May* 17, 1859.

GENTLEMEN : I send per Mr. Beeding my sworn petition for losses sustained in Kansas Territory during the troubles of 1856. Mr. Beeding is one of my most important witnesses, he was acting as clerk at the time the goods were taken, and can testify to his knowledge touching the matter. I have another witness who resides somewhere in the Territory; his whereabouts is not precisely known; his deposition can be had by reference to the papers in the hands of Commissioner Strickler. Please hear the evidence of Mr. Beeding and inform me if it is necessary to get the verbal testimony of the other. I would prefer, if it suits you, to take the deposition of the other witness if he can be found. When he gave his testimony before, it corresponded precisely with that given by Mr. Beeding, (the bearer of this.) You will also state whether it will be necessary for me to appear before you in person; if so, I will do so at the earliest convenience, at the time and

place you may designate. Should you be at Wyandott City at any time before the close of your session it would suit me much better to attend at that place. If I cannot succeed in finding Mr. Oliphant, the other witness spoken of, I would like to have power to take the deposition of Mrs. Martin Hefferlein, who was present when the goods were taken.

Please give me such instructions as will be necessary to secure to me my rights in the premises.

I am yours, most respectfully,

M. T. SUMMERS.

Messrs. E. HOOGLAND, H. J. ADAMS, S. A. KINGMAN.

In the matter of the petition of Mason T. Summers.

LYKINS COUNTY, ss :

Meredith D. Beeding, being duly sworn, says: That he is acquainted with the petitioner, Mason T. Summers, and has known him since the year 1852. He is a citizen of Missouri, and has been for a year or more residing in Kansas City. In the summer of 1856 he was doing business in Leavenworth, and also in Parkville, Missouri. He was a man of family. I think his family were in Parkville, in Missouri, but do not know. I have seen them in Leavenworth.

In the summer of 1856 he was the owner of a stock of goods, in a place called Summerville, in Leavenworth county. I was his clerk and managed the business for him at that place. He was there occasionally. About the middle of September, 1856, and the same day that Easton was robbed by Colonel Harvey's men, a body of his troops, numbering 25 or 30 men, came across the creek to our store and took and carried away goods to the amount of \$1,000, may be a little more. The goods were the property of petitioner. The men that came over were on horseback. They came in two parties, at different times, in the same day. The goods taken were dry goods, clothing, boots and shoes, saddlery, guns, and some groceries. I can't give the items or the relative proportions of the different kinds. I went to his store in the summer of 1855, he had been doing business there for some time before I went there. Mr. Summers, the petitioner, is a brother-in-law of mine. In the summer and fall of 1856 his family, I think, were in Parkville, Missouri, where they generally made their home. They were occasionally in Kansas for a short time.

M. D. BEEDING.

Sworn to before me May 19, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Mason T. Summers.

The petitioner in this case, it is apparent from the testimony of the witness produced, is not entitled to any award for his losses under the law by which this board is constituted and governed. He is not a citizen of Kansas.

SAMUEL A. KINGMAN.
EDWARD HOOGLAND.
HENRY J. ADAMS.

MAY 19, 1859.

No. 272.

To the commissioners of claims under the act of February 7, 1859:

The undersigned, Wakeman Partridge, being duly sworn, saith: I am a citizen of Kansas Territory, and have been such citizen ever since the month of February, 1855, when I moved to Kansas from the State of Wisconsin and located on Pottawatomie creek, Franklin county, about twelve miles southwest of Osawatomie. Petitioner had a family. He yet resides where he first settled, as aforesaid; was engaged in farming.

Petitioner says he has sustained loss and damage by reason of the disorder which prevailed in the Territory from November 1, 1855, to December 1, 1856, and claims indemnity therefor as follows:

1. One roan horse, 5 years old, taken from the claim of petitioner in June, 1856, by a body of armed men known as Georgians or Buford's men, who were then ranging through the neighborhood where petitioner resided. Understood they were commanded by a Captain Cook. They were plundering and driving out free-State settlers. Never heard of the horse afterwards; said horse was worth \$150.

2. One revolving rifle, six chambers, worth \$50, which was taken from the house of petitioner's son, William Partridge, in the month of August, 1856, by a body of armed men, about 50 in number, from the neighborhood of Sugar creek, under the pilotage of a man named Weightman.

3. One two-horse wagon and set of double harness, cover and blankets, worth \$150; taken by Reed's army at the time of the plundering and burning of Osawatomie, in August, 1856. Petitioner had lent said wagon, harness, &c., to one of his neighbors, who had it at Osawatomie at the time aforesaid.

Petitioner has never received any compensation for said property, or any part thereof, from any source whatever.

WAKEMAN PARTRIDGE.

Sworn to before me this 19th day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

LYKINS COUNTY, ss:

Miss Mary E. Partridge, of lawful age, being duly sworn, saith : That she is the daughter of petitioner and resided at the house of her brother, adjoining her father's claim, on Pottawatomie creek, most of the summer of 1856. Deponent saw the body of armed men mentioned in the petition take away the roan horse mentioned ; said horse was petitioner's property, and worth \$150. Deponent also saw another body of armed men, as mentioned in petition, when they came to her said brother's house (they numbered 59) and took away the rifle mentioned. It was an extra rifle and worth \$50.

Petitioner had a wagon and harness, as mentioned, in August, 1856, which was loaned to go to Osawatomie, as stated, and was never returned. Understood it was captured and taken away by Reed's army. It was worth, with the other items appurtenant, \$150.

MARY E. PARTRIDGE.

Sworn to before me this 19th day of May, 1859.

EDWARD HOOGLAND,
Commissioner

LYKINS COUNTY, ss:

Henry B. Kilbourn, being duly sworn, saith : I am acquainted with Wakeman Partridge ; knew him in 1856 ; knew the wagon mentioned. I saw said wagon and harness in Osawatomie on the morning of the battle of Osawatomie, on 29th or 30th of August, 1856. Reed's army came into the town, about 400 strong, plundered and burned the town, and took away all the horses and wagons they could gather. Never saw said wagon afterwards. The wagon of Mr. Partridge was used by the Missourians for carrying off their wounded. I participated in the battle of Osawatomie on the free-State side. Said wagon was worth about \$150.

HENRY B. KILBOURN.

Sworn to before me this 19th day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Wakeman Partridge.

The petitioner claims for horse lost -	-	-	-	\$150 00
Extra rifle -	-	-	-	50 00
Wagon, cover, harness, and blankets	-	-	-	150 00
				350 00

The testimony in the case is full and sustains the entire claim, which is allowed.

Add interest, 2½ years, at 6 per cent	-	-	-	\$52 50
Total award	-	-	-	<u>402 50</u>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

MAY 24, 1859.

No. 273.

To the commissioners of claims under act of February 7, 1859 :

The undersigned, Thomas Roberts, being duly sworn, saith : That he is a citizen of Kansas and has been such citizen ever since November, 1855, and during all said period has resided and now resides in the town of Osawatomie, on his claim adjoining the town ; deponent saith that he has sustained loss and damage by reason of the disorder which prevailed in the Territory from November 1, 1855, till December 1, 1856, for which he claims indemnity, as follows :

One yoke of red cattle, about five years old, worth	-	\$125 00
One yoke of spotted cattle, about five years old, worth	-	125 00
One yearling heifer, worth	-	15 00
Total	-	<u>265 00</u>

Which said cattle were grazing near deponent's house on the 30th August, 1856, when the town of Osawatomie was invaded and destroyed by General John W. Reed's army of Missourians ; said invaders drove off all the cattle they could find in the neighborhood, including those of deponent. Deponent never recovered but one yoke of said cattle or received any compensation therefor. (Said yoke of cattle was recovered recently.) Deponent made claim for said cattle before Commissioner Strickler, the same as above. Deponent therefore claims indemnity as above for one yoke of cattle, \$125 ; one heifer, \$15 = \$140, and interest thereon.

THOMAS ROBERTS.

Sworn to before me May 19, 1859.

EDW'D HOOGLAND,
Commissioner.

LYKINS COUNTY, ss :

Hugh Kilbourn, being duly sworn, saith : That he knew the cattle of Thomas Roberts, above described ; knows that said Roberts had such cattle in August, 1856, and understood at the time, or immediately afterwards, that Reed's army had driven them off with all the cattle they could find about Osawatomie. The cattle were large and worth \$125 per yoke ; do not remember the heifer particularly ; petitioner had cows and other cattle.

HUGH T. KILBOURN.

Sworn to before me this 19th day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

LYKINS COUNTY, ss :

John Yelton, being duly sworn, saith : That he is acquainted with petitioner and resided near him in August, 1856 ; knew petitioner's cattle ; he had such cattle as described at that time ; all the cattle in the immediate vicinity of Osawatomie were seized and driven off on the 30th August, 1856, by Reed's army of four hundred men ; deponent has never seen said cattle since ; have heard that petitioner recently recovered two of said cattle ; think said cattle were worth \$125 per yoke when taken.

JOHN YELTON.

In the matter of the petition of Thomas Roberts.

The petitioner claims in this case for one yoke of oxen	\$125 ;	
heifer	\$15, taken from the neighborhood of Osawatomie	
at the time it was burned	- - -	\$140 00
The proof sustains the entire claim.		
Add interest, 2½ years, at 6 per cent	- - -	21 00
Total award	- - - - -	<u>161 00</u>

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

MAY 25, 1859.

No. 274.

To the commissioners of claims under act of February 7, 1859:

The undersigned, Orville C. Brown, of the town of Osawatomie, being duly sworn, saith: That he is a citizen of Kansas Territory, and has been such citizen ever since the month of October, 1854, when

he located where the town of Osawatomie now stands, and has resided on the same place till the present time. Deponent saith that he has sustained loss and damage by reason of the disorder which prevailed in the Territory from November 1, 1855, till December 1, 1856, for which he claims indemnity as follows: One dwelling-house, barn and out-house, furniture, apparel, and personal property of various kinds, more fully and particularly described in the petition and proofs presented to Commissioner Strickler, and which petition and proofs deponent prays may be received and used, and taken as his petition and proofs before this board; all which said property was taken or destroyed by the army of four hundred men under command of John W. Reed, of Missouri, on the 30th day of August, 1856, and formed part of the losses and damages inflicted by the burning and destruction of the town of Osawatomie, where said property was situated; and upon which petition and proofs the said Commissioner Strickler awarded to deponent the sum of \$5,314. Deponent further saith that by the burning and destruction aforesaid his property was destroyed to the value of more than the said sum of \$5,314. Deponent has never received any remuneration for said taking or destruction of property from any source whatever. He therefore prays that he may be awarded the said sum and the interest thereon.

ORVILLE C. BROWN.

Sworn to before me this 19th day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

LYKINS COUNTY, ss:

Robert W. Wood, of Osawatomie, in said county, being duly sworn, saith: That he resided in Osawatomie, and was there present on the 30th day of August, 1856, when Reed's army destroyed the town by fire, killed and wounded many of the citizens, and destroyed the house and property of O. C. Brown, as above alleged. I was acquainted with the dwelling house of said Brown and its contents; at the time of its destruction I was residing with said Brown. He had a large amount of valuable furniture, beds, bedding, carpeting, piano, musical instruments, provisions, groceries, wearing apparel, &c. His house was a good hewed log-house, with pine floors; 8 windows; size of house, 16 by 40 feet, 1½ stories high, and a lean-to attached. All the buildings on the premises and their contents were destroyed. He was regarded as a man of wealth prior to such burning; his house was abundantly and richly furnished; his supplies on hand were always sufficient for family use; his library large and costly. I am confident that his losses by said burning must have been at least six thousand dollars.

R. W. WOOD.

Sworn to before me this 19th day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

LYKINS COUNTY, ss :

Nelson J. Roscoe, of Osawatomie, being duly sworn, saith; I have resided in Osawatomie ever since the spring of 1855. I knew the house of Mr. Brown and its contents, mentioned in the above petition; I know that said house was burned down, and its contents taken or destroyed by Reed's army of Missourians, on the 30th August, 1856. I cannot particularize, but from my general knowledge of the cost of erecting such buildings as Mr. Brown had on his claim, and the cost of furnishing a house as Mr. Brown's was furnished, including the hundreds of items of value ordinarily collected by a family in good and comfortable circumstances within a period of many years housekeeping, (Mr. Brown having a large family, and some of his children then 17 years of age,) I think his loss by said property being taken or destroyed at the time aforesaid was not less than six thousand dollars. I saw said house burn as aforesaid.

NELSON J. ROSCOE.

Sworn to before me this 19th day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

SUPPLEMENTAL PETITION.

To the commissioners of claims for losses under act of February 7, A. D. 1859:

Your petitioner, O. C. Brown, respectfully represents: That he is and since October, A. D. 1854, he has been a citizen and resident of Kansas Territory. At the May session of your honorable body, held Osawatomie, A. D. 1859, your petitioner filed a claim for losses at based on the award made by General Strickler under the act of 1857, which award was at that time not in the hands of the petitioner or of your honors. At the time of filing said claim your petitioner was aware of the existence of other items, but in consequence of not having access to said award could not tell which items were included or which were not, giving notice to your honors that, upon procuring said award, he would file this supplemental petition. Since that time, having seen said award, your petitioner finds that he lost and had destroyed the items of property in addition to those included in said award, named in the schedule annexed hereto, made part of this supplemental petition, and marked A. The original claim, filed before the commission of 1857, was made from memory entirely, all the books and papers of petitioner having been destroyed at the burning of Osawatomie; and soon after the filing of said claim the items included in this additional schedule were recalled to your petitioner and his family upon conversing upon the subject, your petitioner having failed to include them in his said original claim; wherefore he files this supplemental petition and says that he lost and had destroyed, at the burning of Osawatomie, in August, A. D. 1856, the items in the annexed

schedule, made part hereof; and that he has never received any compensation therefor, and of which he was at that time the owner.

Wherefore he prays that your honors will make an award for said losses, and issue certificates to your petitioner therefor according to law.

ORVILLE C. BROWN.

LAWRENCE, June 17, 1859.

Sworn to and subscribed before me this 18th day of June, A. D. 1859.

CALEB S. PRATT,

Clerk Probate Court, Douglas County, K. T.

A.

Schedule of losses not included in former petition, and referred to in the above supplemental petition.

Fowls, about 70 to 100	-	-	-	-	\$30 00
Fences and lumber, destroyed and damaged	-	-	-	-	115 00
Garden products and $\frac{1}{4}$ th acre of potatoes	-	-	-	-	80 00
Two out-buildings, lean-to of house, and cistern	-	-	-	-	55 00
Office-building in town of Osawatomie, situated on Wood avenue, block 67, lot 8	-	-	-	-	350 00
Lot of property in office, consisting of sash, groceries, drawing instruments, and office materials	-	-	-	-	120 00
Musical instruments, exclusive of piano forte, consisting of an old and very valuable violin and accordeon, together with a large quantity of sheet music, bound and unbound	-	-	-	-	75 00
Actual loss from the burning of Osawatomie, as evidence by account of expenditure in putting up again or replacing the same amount of buildings burned	-	-	-	-	6,748 00
					<u>7,265 00</u>

N. J. Roscoe, being duly sworn, upon oath says: There was about 100 rods of fence on Mr. Brown's place, near Osawatomie, consisting of posts and pickets, gates, &c., worth about \$1 per rod, on the 30th of August, 1856; all the yard fence around the house was destroyed, which was about one-third of the said 100 rods; the balance of the fence, around the garden and barn, was left standing—in some places being broken down—by the armed men under General Reed, then making an attack on Osawatomie. The field was not afterward cultivated by Mr. Brown, and no use was made of the fence remaining; that, in his opinion, the balance of the remaining fence was not worth anything to Mr. Brown, as he did not return to his home for several months, on account of pecuniary inability caused by the loss of his property at the burning of Osawatomie. Mr. Brown at said time

had a garden in Osawatomie of about $\frac{3}{4}$ ths of an acre of garden vegetables, consisting of potatoes, tomatoes, &c.; this piece was well cultivated and had a good crop in full growth; the value of the product in this field was \$80; the said crop was never gathered by Mr. Brown, who abandoned the field in consequence of fear of attack from bodies of Missourians, and left the country; the said products were carried off by persons in the vicinity, there being no one representing Mr. Brown to take care of the said field; Mr. Brown could not have lived safely in Osawatomie, after the attack on Osawatomie, until the middle of October. No free-State men remained in Osawatomie from the time of said attack until the 12th of October, 1856. The free-State men all remained away as aforesaid in consequence of threatened attacks from pro-slavery men in Missouri and in the Territory. The mails between Kansas City and Osawatomie were stopped by pro-slavery men several times during the month of September, 1856; at the time the armed force attacked Osawatomie, in August, 1856, Mr. Brown had several out-buildings—a hen-house, of the value of \$15 to \$20; and a privy, of the value of \$10; and a lean-to to the house, of the value of \$30; and a cistern, of value unknown to affiant; can't state whether the hen-house was destroyed or not. Saw the privy on the premises two or three days after the attack. The lean-to was burned with the dwelling house of Mr. Brown.

At the time of the August, 1856, attack on Osawatomie Mr. Brown had an office building in Osawatomie, on the main street, which was worth \$350, which the affiant saw in flames during the time of the attack, and which was entirely burned and destroyed. This affiant was in the office aforesaid four or five weeks before the attack and saw in the office a set of draughting instruments, worth \$15 to \$20, a set of harrow teeth, and other property, which he does not now recollect. This affiant has resided in Osawatomie since the spring of 1855; he is a surveyor by profession; he has been the surveyor of Osawatomie ever since his residence in Osawatomie, and has been county surveyor of Lykins county since October, 1857. He has been secretary of the Osawatomie Town Company since October 20, 1858. That he has been familiar with the books and affairs of the Osawatomie Town Company since October, 1858, and with the general affairs of said company since the spring of 1855. In August, 1856, Mr. Brown, the petitioner, owned one-third of the town site of Osawatomie. At the time of the said attack Mr. Brown's interest in Osawatomie was, in the opinion of this affiant, of the value of \$8,000 to \$10,000. That, immediately after the burning of Osawatomie, said property was worth only \$3,000; and that the depreciation in value of said property was caused by said burning. That it required an expenditure of from \$6,000 to \$7,000, of which \$3,798 33 was in lots in town at its cash value, given by Mr. Brown to different individuals, to promote his interests in the town, and to restore it to its position before the said burning and sacking of the town, and \$2,950 in cash and liabilities incurred for the purpose of contesting the town site; that the original town site of Osawatomie, including the ground occupied by the buildings burned as aforesaid, is now pre-empted by the company. Said \$2,950 was expended by the said Brown in defending the site against

the claims of persons who jumped the site in consequence of the absence of Mr. Brown as aforesaid, and the vacation of the town by parties living there, who were driven away on account of the troubles then existing, and the burning off from the town site of the buildings; said claimants claiming that the ground from which the buildings had been burned was open and unoccupied, and subject to pre-emption. This contest cost Mr. Brown \$2,950, as aforesaid. This affiant states that he has examined the schedule annexed to the petition presented to Mr. Strickler, and that none of the amounts mentioned in this affidavit are in said schedule.

N. J. ROSCOE.

Sworn to and subscribed before me this 18th day of June, A. D. 1859.

CALEB S. PRATT,

Clerk of Probate Court, Douglas County, K. T.

Morgan Cronkhite, being duly sworn, says: That he has resided in Osawatomie, Kansas Territory, since the last of October, 1854; that he has heard the testimony of N. J. Roscoe read, and that he is familiar with the matters in the affidavit of Mr. Roscoe, excepting the surveyor's instruments in the office, and the items in the two accounts, \$3,798 33 and \$2,950, claimed; and the said affidavit of N. J. Roscoe is true in substance and in fact. That, in his opinion, the amounts \$3,798 33 and \$2,950 so claimed are correct. This affiant knows, of his own personal knowledge, of the expenditure by Mr. Brown of a large amount of money, and of the donation of lots, as stated by Mr. Roscoe in his affidavit. In the summer of 1856 Mr. Brown had a large number of fowls, of the value of \$25 to \$30. That he was on the premises of Mr. Brown every day previous to the burning of Osawatomie, and then saw the said fowls around Mr. Brown's house; that he was at said premises immediately after the sacking and burning of the town, and for several weeks visited said premises nearly every day, and never saw any of said fowls on the premises after the sacking of the town. This affiant further states that he has seen the schedule annexed to the petition presented to Commissioner Strickler, and that none of the items mentioned in said schedule are in the affidavit of Mr. Roscoe.

MORGAN CRONKHITE.

Sworn to before me and subscribed in my presence this 18th day of June, 1859.

CALEB S. PRATT,

Clerk of Probate Court, Douglas County, K. T.

In the matter of the supplemental petition of Orville C. Brown.

Petitioner has been already awarded the sum claimed in his petition filed with Commissioner Strickler. He filed his petition before this board at Osawatomie. At his request this board forthwith proceeded to issue his certificate of award.

During the pendency of his claim at Osawatomie, he informed the board that he desired to submit a supplementary claim, embracing legitimate items of loss which he did not present to Strickler, as the latter advised him they were not admissible. The law of 1859 differs from the law of 1857, and admits the consideration of resulting damages.

Upon examination of the additional petition and papers, we are satisfied that the petitioner sustained losses not embraced in his original petition, allowance, and award; but, as he requested and accepted a certificate, (No. 160,) we think the case must be concluded at that point. Rejected.

EDWARD HOOGLAND.
HENRY J. ADAMS.
SAMUEL A. KINGMAN.

JULY 5, 1859.

In the matter of the petition of Orville C. Brown.

Petitioner claims for house and furniture, outbuildings, and property destroyed at the destruction of Osawatomie, August

30, 1856	-	-	-	-	-	-	\$5,314
Add interest, 2½ years, at 6 per cent	-	-	-	-	-	-	797
							6,111
Which is allowed and awarded							6,111

EDW'D HOOGLAND.
HENRY J. ADAMS.
SAM'L A. KINGMAN.

MAY 21, 1859.

No. 275.

To the board of commissioners appointed to audit and certify claims:

The petitioner, George Roberts, states: That he is a citizen of Kansas, and has been since May, 1856; that on the 30th day of August, 1856, being the day that Osawatomie was burned by General Reed's army; he was the owner of the property set forth in the schedule hereto annexed; and on that day the property was taken from the house of Mr. Norton, which was plundered by said army of Reed. Petitioner says that he has never recovered said property nor

any part of it, nor any compensation therefor; and that the values set forth in the schedule are fair and correct values of the property so lost.

GEORGE ROBERTS.

Sworn to before me May 19, 1859.

SAMUEL A. KINGMAN,
Commissioner.

OSAWATOMIE, K. T., *May 19, 1859.*

The following is a list of the losses sustained by George Roberts in the fall of 1856, during the troubles in this place:

One silver lever watch and chain, value	-	-	-	\$25 00
Good suit of clothes	-	-	-	28 00
Common suit	-	-	-	13 00
Small conveniences	-	-	-	5 00
				<hr/>
				71 00
				<hr/> <hr/>

LYKINS COUNTY, *ss*:

James D. Clark, sworn, says: That he is acquainted with the petitioner, and that he is a citizen of Kansas, and was in the summer and fall of 1856. At the time Osawatomeie was burned, or up to that time, petitioner had been boarding at Mr. Norton's, in Osawatomeie, and as I understood kept his clothing there. I saw some of it there while he was sick about that time. I don't know the extent of his wardrobe nor its value. He seemed to be well dressed. I saw him have a watch, a silver watch. I don't remember about the chain; I think it was a common chain; nor do I know what it or the watch was worth; I never examined it. Immediately after the burning of Osawatomeie I heard petitioner speak of having had his watch taken from Norton's. I have never seen it since. I don't know whether Mr. Norton's house was plundered that day; few houses escaped. Mr. Norton has left the Territory; left soon after that day.

JAMES D. CLARK.

Sworn to before me May 19, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of George Roberts.

LYKINS COUNTY, *ss*:

Nelson J. Roscoe, being duly sworn, says: That the trunk of the petitioner was in the house of Mr. Norton, in Osawatomeie, a few days before the burning of the town, on the 30th August, 1856. Mr. Roberts boarded there, and that was where his trunk was usually kept. I did not see it that day. On the day of the battle the family

were driven out and the house plundered. I was at the house the next day or day but one after the battle ; its contents were gone, except some old rubbish that was of little value.

NELSON J. ROSCOE.

Sworn to before me May 21, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of George Roberts.

The petitioner claims in this case for loss of watch and clothing at the burning of Osawatomie	-	-	-	-	\$71	00
The proof, though not covering details, is sufficient to justify an award for that sum ; add interest, 2½ years, at 6 per cent	-	-	-	-	10	65
Total award	-	-	-	-	81	65

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

MAY 25, 1859.

No. 276.

TERRITORY OF KANSAS, *County of Lykins, ss :*

To the Hon. H. J. Strickler, commissioner appointed by an act of the territorial legislature entitled "An act to provide for the auditing of claims," approved February 23, 1857 :

The petition of P. H. Thomas, of the county of Linn and Territory aforesaid, respectfully sets forth: That your petitioner is a resident of said county of Linn ; that during the month of August, A. D. 1856, when this portion of the Territory was in a state of great excitement, occasioned by armed bodies of men, under different leaders, travelling over the country, committing robberies, thefts, &c., destroying crops, and doing great damage to the persons and property of peaceably disposed citizens, a body of armed men under the command of one John Brown, camped on the claim of your petitioner, and while there carried away and destroyed the property of your petitioner mentioned and described in schedule hereto annexed, which schedule is made a part of this petition.

And your petitioner would further show that for the above stated losses, or any part thereof, he has never received any compensation, nor is there any means of receiving the same known to your petitioner.

P. H. THOMAS.

Schedule referred to in foregoing petition.

2½ acres of oats	-	-	-	-	-	-	\$20 00
300 bushels of corn	-	-	-	-	-	-	300 00
1 acre of wheat	-	-	-	-	-	-	15 00
Vegetables	-	-	-	-	-	-	50 00
Chickens	-	-	-	-	-	-	30 00
Prairie plough	-	-	-	-	-	-	30 00
Wagon brake	-	-	-	-	-	-	5 00
2 bedsteads	-	-	-	-	-	-	5 00
2 barrels	-	-	-	-	-	-	1 00
2 washtubs	-	-	-	-	-	-	1 00
1 washboard and pan	-	-	-	-	-	-	80
1 box	-	-	-	-	-	-	80
1 kettle	-	-	-	-	-	-	50
½ barrel of vinegar	-	-	-	-	-	-	5 00
2 brood sows	-	-	-	-	-	-	25 00
							489 10
							489 10

P. H. THOMAS.

TERRITORY OF KANSAS, *County of Lykins, ss:*

Thomas Rice and James N. Gibson, of the county of Linn and Territory aforesaid, being severally sworn, say: That they have heard read the foregoing petition, and are well acquainted with the facts set forth in said petition; that they are true of their own knowledge; that they are well acquainted with the property mentioned and described in the foregoing petition and schedule, and verily believe the sums set opposite the respective articles to be a fair and reasonable compensation therefor.

his
JAMES N. × GIBSON.
mark.

Subscribed and sworn to before me.

H. J. STRICKLER,
Commissioner.

Petition of P. H. Thomas, sworn and subscribed to before the commissioner, submitted and read.

Thomas Rice, being duly sworn, says: That he is acquainted with the petitioner; knows him to be a citizen of the Territory; believes the facts set forth in the petition to be true; knows that a body of armed men was camped upon his premises; knows that the petitioner

had such property mentioned in the schedule, and believes it to have been destroyed at the time and manner alleged in the petition ; believes that the property was worth what it is estimated at by the petitioner, and believes the loss was in consequence of the disturbed condition of the country.

THOMAS RICE.

Subscribed and sworn to before me this 19th day of October, 1857.
 H. J. STRICKLER,
Commissioner.

I certify that the foregoing affidavit of Thomas Rice is a true and correct copy.

H. J. STRICKLER.

In the matter of the petition of P. H. Thomas.

SHAWNEE COUNTY, ss :

P. H. Thomas, the above-named petitioner, being duly sworn according to law, deposes and says: I presented a statement of my actual losses during the troubles in the Territory in the year 1856 to H. J. Strickler, late commissioner, which statement was correct, according to the best knowledge and belief of this deponent, and respectfully ask that a certified copy from said H. J. Strickler be received by the honorable board of commissioners appointed under an act entitled "An act to provide for the adjustment and payment of claims," approved February 7, 1859, as his petition and testimony under said law. This petitioner further states that he recovered the two bedsteads charged in the schedule at \$5, and also the two brood sows charged at \$25, but none other of the said property charged in the schedule, except two chickens, has been recovered by deponent, nor compensation received therefor. I have been a citizen of Kansas for the last four and a half years, and now reside in Tecumseh, Shawnee county, Kansas.

P. H. THOMAS.

Sworn and subscribed to before me April 14, 1859.
 H. J. STRICKLER,
Notary Public.

Schedule referred to in the foregoing petition.

2½ acres of oats	-	-	-	-	-	\$20 00
300 bushels of corn	-	-	-	-	-	300 00
1 acre of wheat	-	-	-	-	-	15 00
Vegetables	-	-	-	-	-	50 00
Chickens	-	-	-	-	-	30 00

KANSAS CLAIMS.

1127

1 prairie plough	-	-	-	-	-	\$30 00
1 wagon brake	-	-	-	-	-	5 00
2 bedsteads	-	-	-	-	-	5 00
2 barrels	-	-	-	-	-	1 00
2 washtubs	-	-	-	-	-	1 00
1 washboard and pan	-	-	-	-	-	80
1 box and 1 kettle	-	-	-	-	-	1 00
1½ barrel of vinegar	-	-	-	-	-	5 00
2 brood sows	-	-	-	-	-	25 00
						489 10
						489 10

P. H. THOMAS.

Subscribed and sworn to before me.

H. J. STRICKLER,
Commissioner.

TERRITORY OF KANSAS, *County of Lykins, ss:*

To the Hon. H. J. Stricker, commissioner appointed by an act to provide for the auditing of claims, approved February 23, 1857:

The petition of P. H. Thomas, of the county of Linn, and Territory aforesaid, respectfully sets forth: That your petitioner is a resident of said county of Linn; that during the month of August, A. D. 1856, when this portion of the Territory was in a state of great excitement, occasioned by armed bodies of men, under different leaders, travelling over the country, committing robberies, thefts, &c., destroying crops, and doing great damage to the persons and property of peaceably disposed citizens, a body of armed men, under the command of one John Brown, camped on the claim of your petitioner, and while there carried away and destroyed the property of your petitioner mentioned and described in the schedule hereto annexed, which schedule is made a part of this petition. And your petitioner would further show that for the above losses, or any part thereof, he has never received any compensation, nor is there any means of recovering the same known to your petitioner.

P. H. THOMAS.

Subscribed and sworn to before me.

H. J. STRICKLER,
Commissioner.

TERRITORY OF KANSAS, *County of Lykins, ss:*

Thomas Rice and James N. Gibson, of the county of Linn and Territory aforesaid, being severally sworn, say: That they have heard read the foregoing petition, and are well acquainted with the facts set forth in said petition; that they are true of their own knowledge; that

they are well acquainted with the property mentioned and described in the foregoing petition and schedule, and verily believe the sums set opposite the respective articles a fair and reasonable compensation therefor.

JAMES N. ^{his}+ GIBSON.
mark.

Subscribed and sworn to before me.

H. J. STRICKLER,
Commissioner.

Thomas Rice, being duly sworn, says: That on or about the 26th of August, 1856, there was a battle on Middle or Mound creek, in the northwest part of Linn county; I was sick at the time; did not see the battle, but heard the firing. A short time after the firing, a portion of the free-State men came to my house to dinner; they belonged to the company of Captains Cline and Anderson, and were a part of Captain John Brown's command; he was not with them, but passed my house that evening with another small company. Petitioner had left a few days before the battle with his family, to get clear of the troubles. He had eight or ten acres of corn, very good corn; it would have yielded forty bushels per acre, I think. Corn, at gathering time in that neighborhood, was worth 50 cents per bushel. He had a small piece of oats, an acre and a half or two acres—they were out and stacked—worth \$20 anyhow. I don't remember about the wheat; he had some. He had a truck patch; I don't know about its value. His plough, a prairie plough, was worth \$20; it had cost about \$40 when new; it was somewhat worn; I don't know what became of it. He had, before he left, a fine lot of chickens. I don't know about the other things charged in the schedule. I was sick at the time and not able to be about, and can't say what became of the corn, oats, or wheat. The truck patch and cornfield were in the same field.

THOMAS RICE.

Sworn to before me May 20, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Philologus H. Thomas.

LYKINS COUNTY, ss:

Robert W. White, being first duly sworn, says: That on the 26th day of August, 1856, he was in the neighborhood of Mound or Middle creek, about nine miles southerly from Osawatomie, in the county of Linn, in the Territory of Kansas; that Captain Cline had charge of a company numbering about 18 men; Captain Anderson, a company

numbering about 40 men, and Captain Shores, a company numbering about 60 men. I that day acted with Captain Cline's company, though I did not belong to it. These three companies acted in harmony, having for their object the protection of the settlers; the companies were made up of settlers. Captain John E. Brown, with a command of Missourians and others, were camped on Mound creek, a fact that we learned the night before, and we hurried down to see what they were about. We reached the branch, about a mile this side of their camp, about eight o'clock in the morning; we stopped there and sent out scouts, who brought in four prisoners; from them we learned that the command of Brown consisted of about 150 men; 50 of whom were absent. We waited there till about noon. Captain Anderson then went with his company below, to the crossing of the California road, to cut off their retreat; Captains Cline and Shores went about two miles above them, so as to come in behind them on the California road. As we came in sight of the road we saw eight men coming down the road from the direction of the Pottawatomie. Cline, with his men, gave chase and captured five out of the seven. One of the eight was George Partridge, a free-State man, whom they were going to hang, as they said. This threw Cline's men into disorder. Shores's men came up rapidly, but in good order. When Cline's men reached the top of the hill, strung along for half a mile, they dismounted as soon as they got sight of the Missourians and commenced firing. The Missourians were in great confusion, but fired a few shots, till Shore's men came up, then they retreated, leaving their baggage and most of their horses, boots, coats, vests, hats, and a dinner ready cooked was left by them in their hasty departure. No one was hurt on our side. Lieutenant Cline, of Fort Scott, was badly wounded, and brought to Osawatomie and kindly cared for; he was taken by Reed's army to Westport when they burned Osawatomie, and, as I heard afterwards, died. No one else was wounded that I know of, or killed. I left in half an hour, and cannot say how many horses were left on the ground by the retreating men; I should think from 30 to 40, and some wagons. Some of the men, after the chase, fed their horses on the corn and oats convenient to the creek. Captains Shores and Anderson, with their companies, remained on the ground that day and night; they were joined by Captain John Brown, and then went down to Big Sugar; were gone two days, and returned to the same place and camped again one night, feeding their horses on the corn and oats there. Eleven prisoners in all were taken, besides Lieutenant Cline. They were well treated, and liberated the next morning, upon the promise of never taking up arms against the free-State men again.

R. W. WOOD.

Sworn to before me May 25, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Philologus H. Thomas.

LYKINS COUNTY, ss :

James N. Gibson, being sworn, says : That he is acquainted with petitioner ; that he is a citizen of Kansas, and was in August, 1856 ; that on the Thursday before the 26th day of August, 1856, the petitioner left his claim with his family, leaving his property in my care. His claim was, as near as I can recollect, the southwest quarter of section 21, township 19, range 22. Mr. Thomas had been living on the claim since May, 1855, and left at the time above mentioned on account of the difficulties and disorder then prevailing in the neighborhood of the claim. About the 24th or 25th of August, 1856, Captain John E. Brown, with a company of men, camped on the creek on the claim of petitioner. On the morning of the 26th I was at the camp ; there were then present some thirty or forty men, and they said at camp that fifty of the men had gone up the Pottawatomie. Between 10 and 11 o'clock that morning Captains Cline and Anderson, with a body of some one hundred and fifty or two hundred men, came from the direction of Osawatomie. I was not present at the battle, but heard the firing of guns. The firing lasted some ten or fifteen minutes, Cline and Anderson's company having driven off the men who were encamped on the creek. They (Cline and Anderson's company) came to the house where I boarded and got dinner. After dinner they went back to the camp previously occupied by Captain Brown's company, and remained there till next morning, taking possession of the horses, wagons, guns, and provisions, and other things, including boots, which the fleeing party had, in their hasty departure, left on the ground. There were from fifteen to thirty horses thus taken, and three wagons. I don't remember how many guns or boots were left. When I and some others (neighbors) looked, the next morning, we could not find any persons killed. A man by the name of Cline, belonging to the pro-slavery side, a lieutenant, I believe, was wounded and taken prisoner by the attacking party, and sent by them to Osawatomie on the evening of the attack. I don't know of any others wounded or any killed. This is called the battle of Middle or Mound Creek. The companies of Cline and Anderson were a part of Captain John Brown's command, though he was not present. His son, John E. Brown, was there, and the old man, with forty more men, came that evening. This battle was in Linn county, about eight or nine miles a little west of south of Osawatomie.

On the morning before the battle I was at petitioner's house, on his claim. He had at that time two and a half acres of oats cut and stacked up, and one acre of wheat also cut and stacked up near his house. He had some ten or fifteen acres of corn growing in the field, about half old ground and half new. It was good corn. I think it would have yielded, if allowed to mature, forty or fifty bushels per acre. He had potatoes, cabbage, squashes, and other vegetables—an acre or more—worth \$:0. When I visited the claim of Mr. Thomas, on the morning after the battle, all the oats and wheat had been fed away, part of the corn had been fed away, and the fences thrown

down and the horses turned into the cornfield and garden. The cattle and hogs of the neighborhood had got in, and we never could keep them out afterwards, and the destruction of the corn commenced on the 26th and was finished in a few days, in consequence of the fences being thrown down and destroyed. The oats were worth \$20, the wheat \$15 or \$20, and the corn 50 cents per bushel at gathering time; at the same time about seventy-five chickens were taken, worth \$2 50 per dozen; also, a prairie plough (nearly new) was broken up so as to be of no value, worth \$30 or \$35; he had had them for sale. A wagon brake was taken away, worth I don't know how much; it was a good one. Two home-made bedsteads were taken off, worth \$1 50 or \$2 each; also two barrels, two washtubs, and the other things mentioned in the schedule, which were worth the amounts there charged for them. The two sows and the two bedsteads he got back. The rest he never did, nor any pay for them, so far as I know or believe. These things were all the property of petitioner, and were a total loss to him. Captain John E. Brown's company were pro-slavery men from Linn and Bourbon counties, and Mr. J. H. Jackson from Lykins. Cline and Anderson's companies were free-State men.

his
JAMES X N. GIBSON.
mark.

Sworn to before me May 20, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Philologus H. Thomas.

The petitioner claims in this case for loss of 300 bushels of	
corn - - - - -	\$300 00
Other articles mentioned - - - - -	159 00
	459 00
	459 00
The proof sustains the loss of the corn, and fixes its value at	
50 cents per bushel - - - - -	150 00
Oats, \$20; wheat, \$15; vegetables, \$50 - - - - -	85 00
Chickens - - - - -	16 00
And other articles, as claimed - - - - -	44 00
	295 00
Interest on same, 2½ years, at 6 per cent. - - - - -	44 25
	339 25
	339 25

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

MAY 24, 1859.

No. 277.

To the commissioners of claims, under act of February 7, 1859:

The undersigned, Thomas Rice, of section 15, township 19, range 22, Lykins county, Kansas, being duly sworn, saith: I am a citizen of Kansas Territory, and have been such citizen and resident on said section 15 ever since the fall of 1854. I have sustained loss and damage by reason of the disorder which prevailed in Kansas from November 1, 1855, till December 1, 1856, for which I claim indemnity as follows:

Three head of horses, viz: one sorrel mare, nine years old, worth \$150; one roan mare, two years old past, worth \$150; one colt, under a year old, worth \$75; said animals were the sole and individual property of petitioner. On or about the 8th or 9th of July, 1856, said animals had been turned out or left grazing near my house, as usual, at night. During the evening I went out to listen for the bell usually worn at night by the sorrel mare; could not hear it; in the morning the horses were missing. I never afterwards recovered either of them, nor have I received any compensation for them from any source.

THOMAS RICE.

Sworn to and subscribed before me this 20th day of May, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Thomas Rice.

Philologus H. Thomas, being duly sworn, says: I have known Thomas Rice, the petitioner, as a citizen of Kansas since March, 1855; he lives on Middle creek, Lykins county; I live about one and a half miles from him; I know he had in the summer of 1856 a sorrel mare, as described in his petition; I know he had the young roan mare and the colt mentioned in his petition; I think the sorrel mare was worth \$125; the roan mare was a very fine animal, and I should say she was worth \$200; the colt I should think was well worth \$75; it would have sold for that.

It was reported that these animals were all taken some time in June or July, 1856; I saw Mr. Rice and some of his neighbors in search of them; many other horses were stolen at the same time; one other horse was missed from the neighborhood the same night. Armed parties were frequently seen passing through the country, and all who had horses concealed them as well as they could, to prevent their being stolen. Mr. Rice never recovered either of these animals to my knowledge.

P. H. THOMAS.

Sworn by me this 20th day of May, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Thomas Rice.

James N. Gibson, being duly sworn, says: I know the petitioner is a citizen of Kansas, and has been since the spring of 1855; during the summer of 1856 I lived with him; I know that he had at that time the animals described in his petition; I think the sorrel mare was worth \$150; the roan was a fine young mare, just broke to ride, and I think was worth from \$125 to \$150; the colt was worth \$75. I was ploughing in corn with the sorrel mare the day before she was missing, and had been for several days previous; I always turned her out at night and put a bell on her; the others went with her; I always found them within one-half or three-quarters of a mile from the house in the morning; the mare was very easily caught.

About the morning of the 8th or 10th of July they were missing; I went that morning to look for them, but could not find them, and they have never since been heard from.

There was a fine horse missed the same night, belonging to Robert Cottle, about three miles south of where we lived. I frequently saw armed parties passing through that part of the country. It was well understood in the neighborhood that horses were frequently stolen; but two horses as I recollect in the neighborhood escaped, and their owners kept them concealed in the bushes day and night, and carried corn to them.

Both parties were accused of taking horses, but I don't know who took these.

JAMES N. ^{his} × GIBSON.
_{mark.}

Sworn by me this 20th day of May, 1859.

HENRY J. ADAMS.
Commissioner.

In the matter of the petition of Thomas Rice.

The petitioner in this case claims for one sorrel mare	-	\$150 00
One roan mare	- - - - -	150 00
One colt	- - - - -	75 00
		<hr/>
		375 00
		<hr/>

The commissioners think the proof establishes the loss of the animals, and award the full amount claimed.

For the sorrel mare	- - - - -	150 00
For the roan mare	- - - - -	150 00
One colt	- - - - -	75 00
		<hr/>
		375 00
Interest, 2½ years, at 6 per cent	- - - - -	56 25
		<hr/>
Total award	- - - - -	431 25
		<hr/>

HENRY J. ADAMS.
SAM'L A. KINGMAN.
EDW'D HOOGLAND.

MAY 24, 1859.

One common rifle, valued at	-	-	-	-	-	-	-	-	\$18
One Colt's revolver, valued at	-	-	-	-	-	-	-	-	21
One saddle, valued at	-	-	-	:	-	-	-	-	12

That the said Reynolds was also taken prisoner at the same time, and taken away with said company ; that said Reynolds was absent about three months before he returned to this Territory ; that said Reynolds had a field of corn on his claim, about three miles from this place, of about nine acres; that said corn was destroyed or carried away during the absence of said Reynolds ; that said corn was worth about \$15 per acre ; that said Reynolds has never recovered any of said property, nor received any remuneration for the same, to the knowledge of deponent.

CYRUS TATOR.

Sworn to before me May 20, 1859.

SAMUEL A. KINGMAN,
Commissioner.

TERRITORY OF KANSAS, *County of Lykins, ss :*

James J. Holbrook, of said county, being duly sworn, says: That he is well acquainted with Robert Reynolds, the petitioner within named ; that said Reynolds has been a resident of this county since the spring of 1856 ; that on or about the 30th of August, 1856, a large body of armed men, under the command of John W. Reed, invaded the said county, and took the following property belonging to said petitioner :

One horse, worth	-	-	-	-	-	-	-	-	\$100
One saddle, worth	-	-	-	-	-	-	-	-	12
35 pounds Osage orange seed	-	-	-	-	-	-	-	-	35

That the said Reynolds was also taken prisoner at the same time, and taken away with said company, and was absent about three months before he returned to this place ; that said Reynolds also had a field of corn on his claim, about three miles from this place, of about nine acres; that said corn was destroyed or carried away during the absence of said Reynolds ; that said corn was worth about \$15 per acre ; that said Reynolds has never recovered any of said property, nor received any remuneration for the same, to the knowledge of deponent.

JAMES J. HOLBROOK.

Sworn to before me May 20, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Robert Reynolds.

The petitioner claims in this case for loss of property	-	\$456 00
For money forced to expend in returning to the Territory from which he had been forcibly sent	- - - -	100 00
		<u>556 00</u>
The proof sustains the claim for property lost, and the same is allowed	- - - - -	456 00
The claim for money is disallowed.		
Add interest, 2½ years, at 6 per cent.	- - - -	78 40
Total award	- - - - -	<u><u>534 40</u></u>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

MAY 25, 1859.

No. 279.

To the commissioners of claims under the act of February 7, 1859:

Samuel E. Thompson, of section 29, township 13, range 17, Shawnee county, Kansas Territory, respectfully represents: That he is a citizen of Kansas Territory, and has been such citizen ever since the month of November, 1855. Petitioner represents that he has sustained loss and damage within the time and manner provided for in the act organizing this commission, as follows, viz:

One horse, eight years old, bay color, heavy mane and tail, rather knee-sprung, and worth.....	\$80 00
One mare, seven years old, brown or dark bay, very small white spot in her forehead, worth.....	200 00
	<u>280 00</u>

Said mare was a very valuable, thorough bred animal, a good breeder, perfectly sound and well broke. I had been offered that sum for her several times, and refused it. Said animals were taken from near the residence of Robert Johnson, range and township above described, about the middle or latter part of July, 1856, as deponent has reason to believe and does believe, by an armed body of men claiming to be free-State men. Deponent and others traced said animals, satisfactorily, to the possession of a body of such men encamped about that time about a mile south of Blanton's bridge, and who proposed to have said horses and Uriah G. Johnson's animals (stolen at the same time)

surrendered, provided we would deliver an equal number of serviceable horses, taken from conservative or pro-slavery men, in exchange for them. This was declined. Deponent never recovered said horses, or received any compensation whatever therefor, otherwise than that in the month of March, 1857, deponent found one of said horses in the hands of Captain Abbot, residing near Blanton's bridge or on Coal creek. He surrendered the animal, the bay horse, on the payment by deponent of eight dollars, which he claimed for keeping the animal, which he alleged had been left in pledge with him by a member of his (free-State) company. The animal was broken down and worthless when recovered; could not be recruited, and died on deponent's hands the summer following; do not believe I could have given him to any neighbor that I had.

SAMUEL E. THOMPSON.

SHAWNEE COUNTY, ss :

Samuel E. Thompson, being duly sworn, saith that the contents of the above petition are true, of his own knowledge.

SAMUEL E. THOMPSON.

Sworn to May 10, 1859, before me.

EDWARD HOOGLAND,
Commissioner.

SHAWNEE COUNTY, ss :

Uriah G. Johnson, being duly sworn, saith : I know the petitioner. He is a citizen of Kansas, and was such a citizen in July, 1856. Deponent knew the horses above described. They belonged to petitioner. They were stolen, as alleged in petition, in July, 1856. The mare mentioned was an extraordinarily good mare ; one of the finest I had seen in the Territory, and worth \$200, I think. The horse was worth about \$80 when taken ; do not know anything as to the parties who took the animals, further than as set forth in my petition and claim presented before this board, as I had two horses and a mule colt taken by armed parties of men on the same night that Thompson's were taken, and I aided in searching for them ; do not know that he ever received any compensation for said animals, or recovered more than the one horse, and that was broken down and almost worthless when obtained. He was completely used up, and died during the summer of 1857.

U. G. JOHNSON.

Sworn to before me May 10, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Samuel E. Thompson.

The petitioner claims for loss of two horses stolen.....	\$280 00
The proof sustains the charge, and the claim is allowed.	
Add interest, 2½ years, at 6 per cent.....	42 00
	<hr/>
Total award.....	322 00
	<hr/> <hr/>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

MAY 25, 1859.

No. 280.

In the matter of the petition of C. H. Withington.

TERRITORY OF KANSAS, *County of Breckinridge, ss :*

C. H. Withington, the above-named petitioner, being duly sworn according to law, deposes and says: That I presented a statement of my actual losses incurred during the difficulties of 1856 to H. J. Strickler, late commissioner for auditing claims, appointed under the act of 1857, which statement was correct and true, according to the best of the knowledge and belief of this deponent. This deponent would further represent that some of the witnesses whose testimony is material and important to this deponent in proof of his claim of losses are now out of the Territory, and that it is impossible for this deponent to secure the attendance of said witnesses before the board of commissioners appointed under an act entitled "An act to provide for the payment and adjustment of claims," approved February 7, 1859. Your deponent would respectfully ask that proofs, papers, and testimony so presented to the late commissioner, and upon which he made his award in my favor, may be received by the said board of commissioners as his petition and testimony under the present law. This deponent would further represent that he has never recovered any of the property lost, as alleged and set forth in the statement so presented to said Strickler, nor received compensation from any source.

C. H. WITHINGTON.

Sworn to before me June 3, 1859.

EDWARD HOOGLAND,
Commissioner.

COUNTY OF SHAWNEE, *ss :*

H. J. Strickler, being duly sworn, states: That he knows Mr. C. H. Withington as a citizen of Kansas Territory. He resides now, as I am informed, at Allen, Breckinridge county. I have received several letters from him, dated at that place, and am satisfied and

believe that Mr. Withington has resided at Allen since the year 1854. I was at his house in 1855.

H. J. STRICKLER.

Sworn to before me May 10, 1859.

EDWARD HOOGLAND,
Commissioner.

TERRITORY OF KANSAS, *County of Shawnee :*

Petition of Charles A. Withington, of said county and Territory, under an act of the territorial legislature entitled " An act to provide for the auditing of claims," approved February 23, 1857.

I, Charles H. Withington, of said county and Territory, represent unto the commissioner that I have sustained losses in consequence of the difficulties in this Territory.

On the 16th of September, A. D. 1857, when the Territory was in a state of rebellion, a party of twelve men, armed, representing themselves to be a part of Lane's army, came at daylight, and, with revolver's cocked, made me and my family prisoners; then ransacked my house, plundered my store, stole my horses, loaded them into their wagons, and drove off.

I have never received any of said property or any pay for it.

C. H. WITHINGTON.

Sworn to and subscribed before me this 10th day of December, 1857.

. WILLIAM. O. YAGER,
Probate Judge.

List of articles taken from me on September 16, A. D. 1856.

1 horse, saddle, and bridle	-	-	-	-	-	\$165
1 mare	-	-	-	-	-	90
Saddle, bridle, and spurs	-	-	-	-	-	62
1 mule	-	-	-	-	-	150
1 double-barrelled shot-gun	-	-	-	-	-	50
1 best Hawkins's rifle	-	-	-	-	-	35
2 common rifles	-	-	-	-	-	30
1 shot-gun, single-barrelled	-	-	-	-	-	9
1 Colt's revolver	-	-	-	-	-	20
In cash	-	-	-	-	-	12
1 pair four-point Mackinaw blankets	-	-	-	-	-	12
1 pair three and a half point Mackinaw blankets	-	-	-	-	-	9
5 single three-point Mackinaw blankets	-	-	-	-	-	20
Groceries, provisions, dry goods, &c.	-	-	-	-	-	1,000
						<hr/>
						1,664
						<hr/>

C. H. WITHINGTON.

O. F. Short, being duly sworn, says: I know the petitioner, Chas. H. Withington. He is a citizen of the Territory, as represented. Have heard his schedule read. The night of the 15th of September, 1856, I stopped to stay over night with said Withington; slept with Major John Montgomery. At about daylight was awakened by heavy rapping on the door; got up, and found ourselves in the hands of an armed band. I saw them plunder his dwelling-house, rob his store, and drive off with all he has here charged. These things I saw. I regard the prices charged fair and reasonable. I do not believe he has ever received any of said property, or any pay for it.

O. F. SHORT.

Sworn to and subscribed before me this 10th day of December, 1857.

WILLIAM O. YAGER,
Probate Judge.

Robert Gillaspie, being duly sworn, says: I know the petitioner, C. H. Withington. He is a citizen of this Territory. I have heard his petition read. I was present at the house of Mr. Withington on the morning of the 16th of September, 1856, when the armed body of men described in petition entered the house. I know, of my own knowledge, that the facts set forth in the petition are strictly true. They ransacked his house, plundered his storeroom, loaded his goods and effects into their wagons, and drove off; they also took and carried away his horses. I know that they took the horse, saddle, and bridle, charged at \$165, and that it was well worth it. They also took the mare, worth \$90; also, the saddle, bridle, and spurs—fine, silver-plated, California saddle—worth \$65; also, the mule, worth \$150. I know that they took all the guns, rifles, and pistols charged, and that the prices are fair and reasonable. I saw them take all the blankets charged taken; the prices charged for them are the St. Louis prices for the same article. They cleared his storeroom of its entire contents. They had to steal a span of mules from one of his neighbors to drive them away with. His stock of goods consisted of dry goods, groceries, clothing, &c. His entire stock was taken. I think his stock of goods was worth between \$1,500 and \$1,700.

ROBERT GILLASPIE.

Sworn to and subscribed before me this 10th day of December, 1857.

WILLIAM O. YAGER,
Probate Judge.

Major John Montgomery, being duly sworn, says: I am well acquainted with the petitioner, C. H. Withington. He is a citizen of this Territory. I have heard his petition and schedule read. I stayed over night on the 15th of September, 1856, with C. H. Withington—slept with Mr. Short, as he has stated in his affidavit. At about

daylight was awakened by the rapping at the door, and found ourselves in the hands of an armed band. I saw them plunder his house and storeroom, and load all his goods, wares, &c., into their wagons and drive off. The prices charged are fair and just. I think his aggregate losses would fully amount to the sum he has charged, \$1,664. I don't think he has ever received any pay for said goods, &c., nor recovered them.

JOHN MONTGOMERY.

Sworn to and subscribed before me this 11th day of December, 1857.

WILLIAM O. YAGER.

SHAWNEE COUNTY, ss:

Guilford Dudley, being duly sworn, saith: That he was in Topeka, and resided there as his home in 1856. In September of that year a guerilla party started out from Topeka, under command of Captain Southwick or Clark Dennis, to go towards the Neosho and make a circuit of operations against the pro-slavery forces and sympathizers. From conversations that I have had with those who were in said expedition I was informed, and believe, that a portion of said expedition visited Council Grove and relieved Mr. Withington of some "superfluities"—such as would be needed by that portion of Lane's army as designed retreating from the Territory by way of Iowa. That expedition, I have reason to believe, was never authorized or recognized by the regular officers and commanders of the free-State forces in Kansas.

GUILFORD DUDLEY.

Sworn to before me June 28, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Charles H. Withington.

Petitioner claims for two horses, one mule, fire-arms, dry goods, &c., taken from him September 16, 1856, by a portion of Lane's army, about the time the latter were leaving Topeka and retiring through the Territory to Nebraska. Total amount claimed - - - - \$1,664

Petitioner alleges that the witnesses who proved the claim before Commissioner Strickler cannot now be procured, and therefore asks a confirmation of Strickler's award.

Commissioner Hoogland has made particular inquiry in relation to this claim, and is informed by divers respectable citizens of Topeka that the raid on Withington was a matter of public notoriety there at the time; that it was understood the retreating army supplied themselves with everything necessary, horses and groceries included, when ordered away

by Governor Geary. Petitioner has not particularized his loss. He proves it as well as circumstances will admit, but the general manifestation in such cases is that individuals are apt to overestimate their own losses. The claim is allowed as presented.

Total award - - - - - 1,664

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JUNE 15, 1859.

No. 281.

To the honorable the board of commissioners :

I herewith transmit the original petition and testimony of Thomas L. McKinney, in accordance with his request. I am informed by him, and believe, that for said loss he has never received any compensation or recovered the property. He is still, and has been for years, a citizen of Kansas. He is now on his way to Pike's Peak, and unable to make the application in person.

Respectfully,

H. J. STRICKLER.

TERRITORY OF KANSAS, *County of Shawnee, ss :*

Petition of Thomas L. McKinney, of said county and Territory, under an act of the territorial legislature, entitled "An act to provide for the auditing of claims," approved February 23, 1857.

I, T. L. McKinney, of said county and Territory, represent unto the honorable commissioner that I have sustained losses in consequence of and growing directly out of the difficulties in this Territory by way of loss of property since the organization thereof, as follows: On or about the 4th of September, 1856, when this portion of the Territory was in a state of rebellion and confusion, an armed body of men belonging to and part of the army of insurgents, in command of General James H. Lane, at that time encamped at Topeka, took and carried with force and arms and threats of violence from the possession of Jesse Michener one large sorrel horse, the property of your petitioner; said horse, at a fair and reasonable estimate, was worth \$125; it was taken by them to their camp, and although diligent efforts were made I never recovered it nor pay therefor, in whole or in part.

THOS. L. MCKINNEY.

Sworn to and subscribed before me this 7th December, 1857.

WM. O. YAGER,
Probate Judge, Shawnee County.

James Morman, being duly sworn, says: I am acquainted with the petitioner, T. L. McKinney; he is a citizen of this Territory; I have heard his petition read; I know that his horse was taken from Jesse Michener at the time, in the manner, and by the persons alleged. I was in company with said Michener at the time, and said body of armed men did take and carry away, not only the horse that he was riding, (belonging to T. L. McKinney,) but took mine also, and made us both prisoners of war; said horse was worth \$125.

JAMES MORMAN.

Sworn to and subscribed before me this 8th December, 1857.

WM. O. YAGER,
Probate Judge, Shawnee County.

In the matter of the petition of Thomas L. McKinney.

Petitioner claims for one horse taken by Lane's men, worth -	\$125	00
The proof is sufficient.		
Add interest, 2½ years, at 6 per cent.	-	18 75
Total award -	-	<u>143 75</u>

EDWARD HOOGLAND.
 SAM'L A. KINGMAN.
 HENRY J. ADAMS.

JUNE 3, 1859.

No. 282.

To the commissioners appointed to audit and adjust claims under act of February 7, 1859:

The undersigned, Isaac C. Wilson, respectfully represents that he is, and ever since the 6th day of April, A. D. 1856, has been, a citizen of Kansas Territory, residing and doing business as a carpenter, and that during the summer and fall months of the year 1856 resided in the town of Tecumseh, doing carpenter's and other work in and about said town; that during the months of August, September, October, and November of the said year A. D. 1856, the Territory of Kansas was infested by organized bodies of armed men, and that their acts and deeds were unlawful, and that robbery was their avowed purpose, and that Shawnee county of said Territory was constantly infested and patrolled by detachments from said armed organizations to such an extent that the lives and property of citizens of said county of Shawnee were unsafe, and in constant danger of being sacrificed; that on or about the 20th day of August, A. D. 1856, some one of these lawless bands took away and stole from this deponent one roan mare pony, four years (past) old, valued at and well worth the sum of sixty-five dollars; the mane of said pony was roached, and the tail had been bobbed, but had nearly grown out at the time of the stealing.

This deponent is willing and does verify the above, and respectfully ask of your honorable body recompense for his loss and damage thereby according to law.

ISAAC C. WILSON.

TERRITORY OF KANSAS, *County of Shawnee, ss :*

Be it remembered, that on this the 2d day of May, A. D. 1859, personally came the said Isaac C. Wilson, to me well known to be the person whose signature is attached to the foregoing deposition and statement, and, being duly sworn according to law, says that the above petition is true in substance and in fact.

[L. s.] Witness my name and official seal, at Tecumseh, this 2d day of May, A. D. 1859.

E. B. SMITH,
Notary Public.

TERRITORY OF KANSAS, *County of Shawnee, ss :*

Henry W. Martin, of lawful age, being sworn according to law, on his oath says : That he is, and ever since the 16th day of May, 1856, he has been, a citizen of the county of Shawnee, Territory of Kansas, and that during the said year A. D. 1856, in the summer and fall months thereof, Kansas Territory was in a state of insurrection and rebellion and civil war, and that the lives and property of citizens were in constant danger of being sacrificed by organized bands of armed men, who were constantly patrolling the country, and whose avowed purpose was robbery. And this deponent further says that he was and is now acquainted with Isaac C. Wilson, and knew him to be a citizen of Shawnee county, Kansas Territory, during the year A. D. 1856; and this deponent knows that during said year the said Isaac C. Wilson was in the legitimate and peaceable possession of one roan mare pony; and believes said pony was about four years old, and that the mane of said pony had been roached, and the tail bobbed, but had nearly grown out.

This deponent further says that on or about the 20th day of August, in the said year A. D. 1856, said pony was feloniously taken away and stolen from the said Isaac C. Wilson; and this deponent verily believes that said pony was stolen and taken away by some one of the lawless bodies of armed men that were at that time ranging through the country.

And this deponent further says that said pony was stolen at the same time and by the same party that stole and carried away the pony belonging to Luther McKinney.

And this deponent further says that said pony belonging to said Isaac C. Wilson was well worth sixty-five dollars, (\$65.) And further saith not.

HENRY W. MARTIN.

Sworn to and subscribed before me this 14th day of May, A. D. 1859.

E. B. SMITH,
Notary Public.

In the matter of the petition of Isaac C. Wilson.

Petitioner claims for one pony taken.....	\$65 00
The proof is clear. Allowed.	
Add interest, 2½ years, at 6 per cent.....	9 75
	<hr/>
Total award.....	74 75
	<hr/> <hr/>

EDW'D HOOGLAND.
 SAM'L A. KINGMAN.
 HENRY J. ADAMS.

JUNE 2, 1859.

No. 283.

To the commissioners appointed to audit and adjust claims under act of February 7, 1859:

The undersigned, Henry W. Martin, respectfully represents: That he is, and ever since about the 16th day of May, A. D. 1856, he has been, a citizen of Kansas Territory, residing and doing business as a merchant in the town of Tecumseh, Shawnee county; that during the summer of 1856 he had and kept in his employ from three to five men, doing general work—farming, building, and other work; that in the month of September of said year his employes aforesaid cut and put up for him on the bottom or bend of the Kansas river, between Tecumseh and Topeka, a large quantity of hay, to wit, from 25 to 35 tons; and this deponent further says that said hay was then worth on the ground, so cut and put up, at least fifteen dollars (\$15) per ton; that during said month of September, and previous thereto, civil war prevailed in Kansas, and large bodies of armed men unlawfully organized were ranging through that portion of Shawnee county in the neighborhood of Tecumseh and Topeka, subsisting upon the country and foraging for themselves and horses; that disorder, violence, and robbery continued to prevail in said neighborhood until the month of October of said year A. D. 1856; and this deponent further says that during the time that disorder, rebellion, robbery, and civil war prevailed, the said hay was burned up and taken away; and this deponent verily believes that his said property was taken away and ruthlessly, wantonly, and unlawfully destroyed, by some one of the lawless bands of men, armed as aforesaid, that then were patrolling the country; and this deponent further says that he was greatly damaged by the said destruction of his said property; and this deponent would further state and respectfully represent, that on various occasions and at divers times he was actually forced to conceal his property, and remove himself and family to the Pottawatomie Indian nation, and to the State of Illinois, greatly to his loss and damage; and that he did this to save the lives of himself and family, and to

preserve his property from being stolen; and this deponent further says, and verily believes, that had he been at home at the time of the destruction of his said property, he would have been utterly helpless and powerless to have preserved the same; wherefore he respectfully asks compensation for his loss, amounting to \$525, and damages thereby accrued, according to law.

HENRY W. MARTIN.

TERRITORY OF KANSAS, *County of Shawnee, ss :*

Be it remembered, that on this the 12th day of May, A. D. 1859, personally came Henry W. Martin, and being sworn according to law, on his said oath says that the foregoing declaration is true in substance and in fact.

Witness my name and official seal, at office in Tecumseh, this day and year first above written.

[L. s.]

ERASTUS B. SMITH,
Notary Public.

TERRITORY OF KANSAS, *County of Shawnee, ss :*

Isaac C. Wilson, of lawful age, being duly sworn according to law, deposes and says : I am a citizen of Tecumseh, Shawnee county, Kansas Territory, and that I was a citizen of said town, county, and Territory in the year A. D. 1856. I worked for Henry W. Martin during the summer of 1856 ; in the month of September, A. D. 1856, this deponent says that the said Henry W. Martin engaged him to cut some hay from the prairie, as much as they could get up ; and the deponent further says that, according to instructions from the said Henry W. Martin, he procured the services of five other men for the purpose of cutting and curing said hay ; and that he and the other five proceeded to or near the river bottom, near the town of Calhoun, and about midway on the Kansas river, between Tecumseh and Topeka ; and that in said month of September, A. D. 1856, he, with the aforesaid five, did cut and stack hay for the said Henry W. Martin ; and this deponent verily believes that there were thirty-five tons of hay then and there put up. The deponent says that the force aforesaid worked from ten to fifteen days at said hay. This deponent further says that the next day after they finished cutting, cocking, and stacking said hay, they—that is, this deponent and his co-laborers—went up with teams for the purpose of hauling said hay to the barn of the said Henry W. Martin, in Tecumseh ; on arriving on the ground where they had cut and cured said hay they found that all of it entire had been taken away and burned on the ground. This deponent further says that the said hay was worth \$15 per ton on the ground where it was stacked and cocked as aforesaid. This deponent further says that at that time, to wit, in the months of September and October, A. D. 1856, the entire Territory of Kansas was in a state of insurrection, rebellion, and civil war, and that neither the

lives nor property of persons were safe, and that Shawnee county was at that time infested and patrolled by various bands of armed men, whose avowed purpose was robbery; and this deponent verily believes that it was one or more of these lawless armed organizations that so carried away and burned said hay belonging to said Henry W. Martin. And this deponent further says that the said Henry W. Martin was at the time aforesaid a *bona fide* citizen of Tecumseh, Kansas Territory, and was peaceably, during the time of the difficulties, pursuing his occupation as a merchant, and that the said Henry W. Martin never identified himself with any party organization for the purpose of political aggrandizement, or to wrong any person out of the value of anything. And further saith not.

ISAAC C. WILSON.

Sworn to and subscribed before me this 2d day of May, A. D. 1859, as witness my hand and official seal.

[L. S.]

E. B. SMITH,
Notary Public.

In the matter of the petition of Henry W. Martin.

Petitioner claims for 35 tons hay, at \$15 per ton, destroyed near Topeka about the time Lane's men came in, August or September, 1856..... \$485 00

The proof is satisfactory as to the hay and its destruction.

The average price of hay, as shown in many cases, did not exceed at that time \$10 per ton.

Allowed, 35 tons, at \$10..... \$350 00
Add interest, 2½ years, at 6 per cent..... 48 50

Total award..... 398 50

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JUNE 5, 1859.

No. 284.

To the honorable the board of commissioners appointed under an act to provide for the adjustment and payment of claims, approved February 7, 1859:

This petitioner, James K. Waysman, respectfully represents: That he made a statement of his actual losses incurred during the difficulties of the Territory during the years 1855-'56 to H. J. Strickler, late commissioner appointed under the act of 1857, which statement was correct and true according to the best of the knowledge and be-

lief of this petitioner, and would therefore respectfully ask that the papers and testimony laid before H. J. Strickler, late commissioner, may be received by you as the petition and testimony of this deponent under the present law. This deponent would further represent that he has never recovered any of the property lost as alleged, set forth in the petition and testimony so laid before said late commissioner, nor has he received compensation from any source for same. I live about one mile from Tecumseh, Kansas Territory.

JAMES K. WAYSMAN.

Subscribed and sworn to before me this 16th day of April, A. D. 1859.

H. J. STRICKLER,
Notary Public.

TERRITORY OF KANSAS, *County of Shawnee, ss :*

Petition of James K. Waysman, of the said county and Territory, under an act of the territorial legislature, entitled "An act to provide for the auditing of claims," approved February 23, 1857.

I, J. K. Waysman, of said county and Territory, represent unto the honorable commissioner that I have sustained losses and damages in consequence of and growing directly out of the difficulties in this Territory, by way of loss of property, since the organization thereof, as follows: On or about and during the month of December, 1855, when the territorial militia were encamped on the Wakarusa river, near the town of Lawrence, in command of Governor Shannon, for the purpose of suppressing the rebellion and insurrection then existing in said town of Lawrence, I had a drove of over 400 cattle, besides the increase, running on the range of prairie lying between Tecumseh and Lawrence; I had persons gathering them together into winter quarters previous to and at that time; I was informed and believe that four of my steers, two cows, and one calf, running with said drove, were driven into Lawrence, and there used for the sustenance of the outlaws and rebels gathered there to resist the execution of the laws of the Territory by the governor and territorial militia.

Again: In the spring of 1856 I was, and still am, lessee of the ferry across Kaw river, at Tecumseh, from Thomas N. Stinson, lessor and proprietor. Said Stinson, on or about the 11th day of May, 1856, received from Marshal J. B. Donaldson a letter, (herewith shown,) stating that he, the said J. B. Donaldson, "had issued a proclamation calling on the law and order citizens of this Territory to assist him in the execution of the duties of his office, and asking the assistance of the citizens of Tecumseh and vicinity;" and also represented that "he labored under great embarrassment for want of a ferry-boat, and prayed that his, Stinson's, should be sent to Lecompton with the necessary complement of hands for its operation, promising pay for the use thereof."

I being the lessee and owner of said ferry and boats, the said letter was handed to me by said Stinson. Feeling an interest in the sup-

port of the laws, I despatched said ferry-boat, as requested, on the 12th of May to Lecompton in charge of a complement of hands, with all the necessary rigging and fixtures for its successful operation. It was kept and used there at Lecompton, under the direction of the said Marshal J. B. Donaldson, for and during thirty-five days; and although frequently requested to return it, he never did so. There, fore, at great trouble and expense, I restored and returned it to its original place at Tecumseh.

Again: At the call of the marshal, J. B. Donaldson, I furnished DeWitt Hand, a member of Captain Wm. O. Yager's company, in the service of the marshal, one horse, saddle, bridle, and blanket, and martingales. On the morning of the 21st of May said company was required to go from their camp, near Lawrence, into Lawrence on foot; said horse was left in charge of a special guard for that purpose, and while the company was gone was used in pursuit of persons flying from Lawrence; in this use said horse was shot and killed, and saddle, bridle, &c., lost.

Again: In September, 1856, while the country was in a disturbed and unsettled condition, one of my steers was driven from their usual range on the prairie between the Kaw and Wakarusa rivers, by a part of Lane's army, living in and around the village of Centropolis. On making diligent search I was informed, and believe, that it was killed and used by said men. All of which losses and damages will more fully appear by the bill of particulars or schedule annexed to this petition and made a part. I certify that said schedule is true and correct, and that the prices therein charged are fair, just, and reasonable; and that I have never recovered any part of said property so charged, nor pay therefor, in whole or in part.

JAMES K. WAYSMAN.

Sworn to and subscribed before me this 7th day of December, 1857.

WM. O. YAGER.

SCHEDULE.

Territory of Kansas to James K. Waysman, Dr.

1855, December—To one cow and calf, red and white	-	-	\$35 00
One steer, black and white	-	-	35 00
One steer, black	-	-	30 00
One steer, red and white	-	-	30 00
One steer, red	-	-	25 00
One cow, blue	-	-	30 00

All taken at Lawrence.

1856, May.—To use of ferry-boat from 13th May to 18th of June, 35 days, at \$5	- - -	\$175 00
Expense and labor of bringing boat back		75 00
Chains, saw, auger, axe, and ropes and shovels, lost and destroyed from boat while in use of marshal	- - -	28 90
One horse, saddle, bridle, blanket and martingals, killed in marshal's posse		150 00
One steer, large red brindle	- - -	50 00
		<hr/>
		663 90
		<hr/> <hr/>

JAMES K. WAYSMAN.

A. D. M. Hand, being duly sworn, says: I am well acquainted with the petitioner, James K. Waysman; have been living with him in the Territory three years; am familiar with his business. I have heard his petition read; I know that he suffered sundry losses in consequence of the difficulties in this Territory. I was employed by him in December, 1855, in gathering his cattle together from the prairie between Tecumseh and Lawrence, where they had used all the summer and fall. I was informed while so employed, by men living around Lawrence, and believe, that four of said steers, two cows and one calf, were driven by the insurgents into Lawrence, and butchered for their use and sustenance. The prices he has charged in his schedule for said cattle are fair, just, and reasonable. I know that his ferry-boat was sent to Lecompton for the use of the marshal's posse, as he alleges, about the time stated, and that it was kept about the time stated, or may be longer; that he had to bring it back himself at great expense and trouble, and that the rigging and outfit were gone when it was so returned; that Boles and Michener, who assisted the petitioner in bringing it back, has left, and are now non-residents of the Territory. The use of said boat was worth \$5 per day; I think it was worth \$75 to return it to its place as it was before its removal; and that the charge for rigging and fixtures lost and destroyed (\$28 90) is fair and reasonable.

I know that the facts set forth in the petition in relation to the horse killed on the 21st of May, 1856, are true, for to me the horse was furnished, and was in my care and keeping until left in charge of the special guard, as stated, when it was used and killed as stated; it was fully worth, with saddle, &c., \$150. I know that the large red brindle or brown steer charged last in his schedule was driven off as stated; that it was never recovered; and that I was told by different persons near Centropolis that it was killed by a gang of Lane's men; it was worth fifty dollars.

A. D. M. HAND.

Sworn to and subscribed before me this 7th day of December, 1857.
WM. O. YAGER.

Alfred T. Byler, being duly sworn, says: I know the petitioner, James K. Waysman; he is and has been a citizen of this Territory for three years; I have heard his petition and schedule read; I know he has lost property in consequence of the difficulties. While in search of my cattle at different times near Lawrence, I saw several cattle belonging to said Waysman in the fall of 1855, two steers, one cow and calf, running on the range near Lawrence, and upon inquiring, was told by a man living near Lawrence that he had helped to kill one of said steers, and that a man named Yates had said cow and calf and one black steer, and that he had butchered the steer. The price charged for the cow and calf is fair; and for the steers about the usual prices. I know the ferry-boat was taken as alleged; I know it was gone a good while; it was worth \$5 a day; it was worth fully \$75 to bring it back; I don't know what articles were lost out of the boat; Mr. Waysman had it brought back. I know that the horse, saddle, bridle, &c., charged, were furnished to said Hand, and left in the service of the marshal; I didn't see him shot, but heard the report of the gun; know he was never returned home; that said Hand rode one of my horses home, and believe that it was shot and killed, as alleged; it was worth, with saddle, bridle, &c., \$150. I believe that the men at Centropolis drove a number of cattle from their range about the time stated, and among them one belonging to said Waysman; I was told that they had butchered some of them; I believe that they did butcher them, sell them, or otherwise put them out of the way; they were never recovered. I know that they had some of our cattle in their possession; I recovered some of mine, and he recovered some of his; I was told by men in the neighborhood that they had butchered cattle, which from the description I knew to be mine. The price charged for said steer is fair, and about what it was worth at that time.

A. T. BYLER.

Sworn to and subscribed before me this 10th of December, 1857.

WM. O. YAGER,

Probate Judge of Shawnee Co., K. T.

In the matter of the petition of James K. Waysman.

Petitioner claims for loss of property	-	-	-	\$235 00
Use of ferry-boat, and bringing it back from Lecompton	-	-	-	250 00
Property lost on said boat	-	-	-	28 90
One horse, saddle, bridle, blanket, and martingals	-	-	-	150 00
				<hr/>
				663 90

The first item for cattle taken is proven and allowed	-	\$235	00
The other items are inadmissible.			
Add interest, 2½ years, at 6 per cent.	-	-	35 25
Total award	-	-	<u>270 25</u>

SAMUEL A. KINGMAN.
 HENRY J. ADAMS.
 EDW'D HOOGLAND.

JULY 4, 1859.

No. 285.

To the commissioners of claims under the act of February 7, 1859:

The undersigned, Uriah G. Johnson, respectfully represents: That he is a citizen of Kansas Territory, and has been such citizen ever since July 2, 1856; that he has sustained loss and damage by the taking of his property, by reason of the disorder that prevailed in the Territory from November 1, 1855, till December 1, 1856, an account whereof was filed with Commissioner Strickler, under the act of February 23, 1857, which account is just and true; and petitioner prays that his claim so presented may be received and considered as his application, petition, and proof now presented to this board, and that an award may be made in his favor accordingly. The following is a true account of the loss so sustained as aforesaid:

July 15 or 20, 1856.—Two horses, viz: 1 bay mare, with a blaze face, about 6 years old; 1 sorrel horse, four years old, white stripe in his face, harness marks; and one mule colt, brown color, five or six months old, belonged to the bay mare above mentioned. Said animals taken were from near the claim of Robert Johnson, in township 13, range 17, Kansas Territory; supposed to have been taken by a guerilla party ranging the country, under the name of free-State men. Deponent never saw or obtained said animals afterwards, although after a search he and others found a party of men who, in substance, acknowledged that they knew where said animals were, but refused to give them up; said men were armed and personally unknown to deponent. Said animals were the sole and absolute property of deponent, and were of the value, respectively, as follows:

The mare was worth	-	-	-	-	-	\$125
The horse was worth	-	-	-	-	-	125
The mule colt was worth	-	-	-	-	-	40
Total	-	-	-	-	-	<u>290</u>

Deponent has never received any compensation for any or either of said animals directly or indirectly.

U. G. JOHNSON.

TERRITORY OF KANSAS, *Shawnee County, ss* :

Uriah G. Johnson, being duly sworn, saith the above petition and the facts therein alleged are just and true of his own knowledge.

U. G. JOHNSON.

Sworn to before me May 10, 1859.

EDW. HOOGLAND,
Commissioner.

SHAWNEE COUNTY, *ss* :

Samuel E. Thompson, being duly sworn, saith : I reside on section 29, township 13, range 17, Kansas Territory; know petitioner; he is now a citizen of Kansas, and was such in July, 1856; have heard the above petition read; I knew the animals described; they were stolen, as set forth, in July, 1856; I lived neighbor to petitioner at that time; I helped him hunt for the animals; first heard of such animals passing through Bloomington, not definitely described. I had two horses stolen from me the same night that petitioner's animals were taken. William C. Murray, now a citizen of Missouri, was with Johnson and me, hunting the stolen horses. South of Blanton's bridge we were taken prisoners by a party of armed men, one of whom, representing himself as the lieutenant, proposed to deponent and Murray to obtain for us the horses we were in pursuit of provided we would take and deliver to his command an equal number of horses from "conservative men," or if such were not handy then from pro-slavery men; and for all horses that we would deliver over and above such exchange, said lieutenant proposed to pay us half price. We were detained prisoners about three hours; declined their offer and returned home. Said company claimed to be free-State men, and were encamped at or near the house of a man named Mitchell. They also had animals staked about and intermixed with the dragoon horses belonging to Captain Newby's command, United States troops. Petitioner never obtained said animals, nor any compensation for them. The animals, I think, were well worth the prices set upon them in the petition above. The horse, \$125; the mare, \$125; the colt, \$40. They belonged to Uriah G. Johnson, the petitioner.

SAMUEL E. THOMPSON.

Sworn to before me May 10, 1859.

EDW. HOOGLAND,
Commissioner.

TERRITORY OF KANSAS, *County of Shawnee :*

Petition of U. G. Johnson, of the county and Territory aforesaid, under an act of the territorial legislature, entitled "An act to provide for the auditing of claims," approved February 23, 1857.

I, U. G. Johnson, of said county and Territory, represent unto the honorable commissioner that I have sustained losses in consequence of, and growing directly out of, the difficulties in this Territory by way of losses of property, since the organization thereof, as follows :

On the 26th of July, 1856, [list as in Thompson's; same time, place, and manner,] 1 sorrel horse, \$125 ; 1 bay mare, worth \$125 ; 1 mule colt, \$40. In company with several of my neighbors, Messrs. Thompson and Murray, I made pursuit; heard of the passing of horses through Bloomington, ten miles east of my home, in the afterpart of said night. We went to the United States dragoons, and asked for an escort of troops, but were refused by Captain Newby, of the United States army. We made further diligent search and pursuit without success. I have never recovered any of said property, nor pay for them in any manner whatsoever.

U. G. JOHNSON.

Subscribed and sworn to before me this 26th September, 1857.

WM. O. YAGER,
Probate Judge, Shawnee County, Kansas.

Samuel E. Thompson, being duly sworn, says: I know the petitioner, Mr. Johnson ; he is a citizen of this county and Territory ; have heard his petition read. I know, of my own knowledge, that the facts set forth in his petition are true, and that the men of Captain Abbott's company acknowledged to me that they had Mr. Johnson's horses in their company ; said they would give them up if we would *press* other horses from pro-slavery or conservative men, and deliver them to them ; said we would do well to get away from them with our heads and without our horses. They threatened and abused us. I think the mule colt cheap at \$40. The horse and mare were worth the prices charged. He has never recovered them.

SAMUEL E. THOMPSON.

Sworn to and subscribed before me this 26th November, 1857.

WM. O. YAGER.

Wm. C. Murray, being duly sworn, says: I know the petitioner, Mr. Johnson ; he is a citizen of this county and Territory ; have heard his petition read. I know, of my own knowledge, that the facts set forth in the petition are true, except the application to Captain Newby, which I believe to be true. The prices charged for the horses and

mule colt, I think, are fair and reasonable. He has never recovered them or pay for them.

WM. C. MURRAY.

Sworn to and subscribed before me this 26th November, 1857.

WM. O. YAGER.

In the matter of the petition of Uriah G. Johnson.

The petitioner claims for one mare stolen	-	-	-	\$125 00
One horse stolen	-	-	-	125 00
One mule stolen	-	-	-	40 00
				<hr/>
				290 00

The proof sustains the charge, and an award is made accordingly.

Add interest, 2½ years, at 6 per cent.	-	-	-	43 50
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Total award	-	-	-	<hr/>
				333 50
				<hr/> <hr/>

SAMUEL A. KINGMAN.

HENRY J. ADAMS.

EDWARD HOOGLAND.

MAY 25, 1859.

No. 286.

To the commissioners of claims under the act of February 7, 1859:

The undersigned, Orville C. Brown, being duly sworn, saith: That he is the administrator of Benjamin Woodbury, late of the town of Osawatomie, deceased; that said Woodbury was a participant in the battle of Osawatomie on the 30th of August, 1856. It was known that he attempted to escape from the parties who pursued the fleeing citizens of Osawatomie on that occasion, and he was heard of, a day or two after the battle, on his way to Missouri, mounted on his horse. His horse was afterwards seen by persons, who knew the animal, in possession of men belonging to the pro-slavery forces; but said Woodbury was never heard of afterwards. Upon the evidence produced, letters of administration have been duly granted to the undersigned.

Deponent further saith that the trunk of said Woodbury, containing wearing apparel, a watch, and other items, in all of the value of at least \$50, was in the store of John Sharkey, in Osawatomie, on the 30th day of May, 1856, when Reed's army burned said store, and plundered its contents.

Said Woodbury was a carpenter and cabinet maker, and had in his workshop, known as Updegraff's Block House, which was burned and entirely destroyed with its contents on said 30th August, a lot of tools,

worth \$60 ; one stove, worth \$18 ; a quantity of lumber, worth \$80 ; and a grindstone, \$3.

When said Woodbury started off after the battle he had with him \$20 cash, and a horse, worth \$110; never heard of said horse or of the locality of said Woodbury afterwards, except as above mentioned. It was rumored, and is generally believed, that said Woodbury was followed and murdered by pro-slavery men. No part of said property was ever recovered or remuneration received therefor.

O. C. BROWN.

Sworn to before me this 21st day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

Amended and re-sworn to before me May 21, 1859.

SAMUEL A. KINGMAN.

LYKINS COUNTY, ss:

John Sharkey, being sworn, says: That Benjamin Woodbury had left in the store of witness, in the town of Osawatomie, his trunk of clothing for safekeeping; it having been believed that it would be safer with me than others. The trunk was destroyed or stolen on the 30th of August, 1856 ; I cannot state its value. He had the best clothing of any man in the community. I boarded with him at Norton's. I suppose his whole clothing was in his trunk. He had one extra fine suit ; I should think \$50 a low estimate for his clothing ; and if his watch was in the trunk, which he assured me it was when the trunk was brought to me, the watch was worth \$20 or \$25, in addition to the value of the clothing.

JOHN SHARKEY.

Sworn to and subscribed May 23, 1859.

SAMUEL A. KINGMAN,
Commissioner.

O. C. Brown, administrator of Benjamin Woodbury. August 30, 1856.

PROPERTY IN OSAWATOMIE.

Tools.....	\$60 00
Stove	18 00
Lumber.....	80 00
Grindstone.....	3 00
Cash	20 00
Horse	110 00
Trunk and contents.....	50 00
	<hr/>
	341 00
	<hr/> <hr/>

Witnesses : DR. UPDEGRAFF.
JOHN SHARKEY. (Trunk.)
JAMES STOTT. (Horse.)

The Territory of Kansas to all persons to whom these presents shall come greeting :

Know ye, that whereas Benjamin Woodbury, late of the county of Lykins, died intestate, as it is said, having at the time of his death property in this Territory, which may be lost, destroyed, or diminished in value, if speedy care be not taken of the same; to the end therefore that said property may be collected, preserved, and disposed of according to law, we do hereby appoint O. C. Brown administrator of all and singular the goods and chattels, rights and credits, which were of the said Benjamin Woodbury at the time of his death, with full power and authority to secure and dispose of said property according to law, and collect all moneys due said deceased, and in general to do and perform all other acts and things which are or hereafter may be required of him by law. In testimony whereof, I, William A. Heiskell, clerk of the probate court in and for the county of Lykins aforesaid, have hereunto signed my name and affixed the [L. s.] seal of said court at office, this 31st day of August, A. D. 1857.

WILLIAM A. HEISKELL, *Clerk.*

In the matter of the petition of Benjamin Woodbury.

LYKINS COUNTY, *ss :*

W. W. Updegraff, being duly sworn, says : That Benjamin Woodbury was a citizen of Kansas on the 30th of August, 1856, and that it is reported and believed that he is dead; that he was, on said 30th of August, 1856, the owner of a lot of tools, a stove, a quantity of lumber, and a grindstone; and that they were each worth, in my judgment, the amount respectively charged for them in the petition; these things were burned at the destruction of Osawatomie. Mr. Woodbury had some money; I cannot say how much or what became of it; I should say as much as \$20.

W. W. UPDEGRAFF.

Sworn to before me May 21, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Orville C. Brown, administrator of Benjamin Woodbury, deceased.

LYKINS COUNTY, *ss :*

A. D. Alderman, being duly sworn, says : That within two weeks after the 30th of August, 1856, Benjamin Woodbury rode a horse, the property of Mr. Reynolds, of Osawatomie, away from this place on

the way east through Missouri; Mr. Reynolds was a prisoner at the time, having been captured by the troops that burned the town; Mr. Woodbury, as his friend, took charge of the horse and started as aforesaid; I went with him from Paoli, about 125 miles down into the State, to within 18 miles of Boonville, and there left him and the horse, and I returned to Osawatomie; I have never seen him nor the horse since; it is believed here that he is dead; that he was murdered; when I left him he was with my father and family, who were going to Illinois; this horse was worth \$125; the administrator has paid to Mr. Reynolds for the horse the sum of \$110.

AMOS D. ^{his} + ALDERMAN.
mark.

Witness: O. C. BROWN.

Sworn to before me May 23, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Benjamin Woodbury's administrator.

Petitioner, Orville C. Brown, claims for property of deceased, taken or destroyed at the burning of Osawatomie, and a horse lost or destroyed consequent upon said battle, viz:

1 trunk of wearing apparel -	-	-	-	-	\$50 00
Tools, \$60; stove, \$18; lumber, \$80; grindstone, \$3	-	-	-	-	161 00
Cash, \$20; horse, \$110	-	-	-	-	130 00
					<hr/>
					341 00
The proof sustains the claim.	Add interest for two and a				
half years, at 6 per cent.	-	-	-	-	51 15
					<hr/>
Total award	-	-	-	-	392 15
					<hr/> <hr/>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JUNE 1, 1859.

No. 287.

To the board of commissioners appointed under the act of February 7, 1859, to hear proof of claims for loss and destruction of property from November 1, 1855, to December 1, 1856:

The petitioner states that he is a citizen of Kansas, and was on the 6th June, 1856. On that day a horse, my property, being in the use of George R. Ferris, and being used by him as part of a team for hauling timber to build a house in town, was forcibly taken by the

company that on that day sacked the town of Osawatomie from said team, and by said company taken away to Missouri, and never recovered by me, nor have I ever received any pay for him. The horse was a brown horse, sixteen hands high, seven years old, and worth \$150. They also took the headstalls of the harness, worth \$5, and cut the harness a little, damaging it to the amount of about \$5.

MORGAN CRONKHITE.

Sworn to before me May 21, 1859.

SAMUEL A. KINGMAN,
Commissioner.

LYKINS COUNTY, ss:

John Sharkey, being sworn, says: I am acquainted with the petitioner. He is a citizen of Kansas, and has been since July, 1855, when I came to the Territory. On the 6th day of June, 1856, Mr. Cronkhite was the owner of a span of horses, and one of those horses, being used that day by Mr. Ferris, was taken out of the wagon, and the harness cut up by those who that day invaded and sacked the town of Osawatomie. The other horse, belonging to Mr. Higgins, was taken also, and both of them taken away by that party. I am not a good judge of such property. Horses were high. This was a fine-looking horse, very gay, probably worth \$150 at that time. Petitioner has never recovered the horse. I can't say what the damage was to the harness. It was cut up some to get the horses out of the wagon quick.

JOHN SHARKEY.

Sworn to before me May 21, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Morgan Cronkhite.

The petitioner claims in this case for horse stolen	-	-	\$150
Headstalls stolen, and damage to harness	-	-	10
			160
The proof sustains the claim. Add interest for two and a half years, at 6 per cent.	-	-	24
Total award	-	-	184

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

MAY 24, 1859.

No. 288.

To the commissioners appointed under an act of the territorial legislature, approved February 7, 1859:

The petition of Herald Howard respectfully represents: That your petitioner is a resident of said Territory of Kansas, and has been since the summer of 1855; that during the summer of 1856, when this portion of the Territory was in a disturbed condition, occasioned by the political differences existing at that time, and about the 20th August, in the county of Leavenworth, Territory aforesaid, the following described property was taken from the possession of your petitioner: One bay horse, together with one saddle and bridle, all of the value of one hundred and fifty dollars, by a body of armed men, under the command of one A. B. Miller; that said property has never been returned, nor any part thereof, nor have I received any remuneration for the same.

HERALD HOWARD.

Sworn to before me May 21, 1859.

SAMUEL A. KINGMAN,
Commissioner.

TERRITORY OF KANSAS, *County of Lykins, ss:*

Ovid B. Merrill, of the county of Lykins, being duly sworn, says: That he is well acquainted with Herald Howard, the petitioner with named; that said petitioner is a resident of said Territory, and has been since the summer of 1855; that during the month of August, 1856, a company of armed men, under the command of A. B. Miller, forcibly took from the possession of said petitioner one bay horse, saddle and bridle, all of the value of one hundred and fifty dollars; that said property has never been recovered, nor has said Howard received any remuneration for the same, to the knowledge of deponent. The horse taken was a bay horse, average size, six years old, and was the property of the petitioner.

OVID B. MERRILL.

Sworn to before me May 21, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Herald Howard.

Petitioner claims for loss of horse, saddle, and bridle....	\$150 00
Sustained by the proof and allowed by the board; interest, 2½ years, at 6 per cent.....	22 50
	<hr/>
Total award.....	172 50
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SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

MAY 24, 1859.

No. 289.

In the matter of the claim of William B. Keith.

TERRITORY OF KANSAS, *Lykins County, Osawatomie :*

To the honorable the commissioners to audit and adjust claims for losses during the years 1855-'56:

The undersigned respectfully represents: That he is a citizen of the United States; that he is now, and has been a resident of Kansas Territory since April, 1855; that on the 3d day of July, 1856, he was on his way from Kansas City, Mo., to Ottawa creek, where he then resided; that when near the Methodist mission, in Johnson county, he was met by three armed men, and they, by force, took from him the following described property, to wit: One sorrel horse and one brown mare; a wagon; a double harness, and one hundred and twelve dollars worth of boots, dry goods, flour, bacon, and groceries, which he had purchased in Kansas City; that he afterwards got possession of the wagon by the payment of twenty dollars; that he has not since had possession of the remainder of said property, nor has he ever received any equivalent whatever for said property so taken; that the said horses were worth \$125 each, making \$250; that the harness was worth \$15.

Wherefore he prays that an award may be made in his favor for said loss, amounting in the whole to the sum of three hundred and ninety-seven dollars, with interest thereon.

WILLIAM B. KEITH.

Sworn to before me May 21, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of William B. Keith.

AFFIDAVIT OF WILLIAM J. ELLIS.

TERRITORY OF KANSAS, *Lykins County, Osawatomie :*

William J. Ellis, being sworn, deposes and says : That he has been a resident of Kansas since April, 1856 ; that I was acquainted with William B. Keith ; that we both lived with my brother, John T. Ellis, from that time until the present ; that on or about the 1st day of July, 1856, said Keith left my brother's house with a span of horses, harness, and wagon, for the purpose of going to Kansas City to purchase provisions and goods ; that some three or four days afterwards said Keith returned without either horses, harness, or wagon, and told me that on the 3d day of said July he was met by three armed men, who forcibly took the above named property from him, as also, as he then told me, a large quantity of provisions and goods ; that said Keith afterwards recovered his wagon at an expense to him of about fifteen or twenty dollars ; I know that said Keith has not had the rest of said property returned to him, nor has he received any compensation therefore ; that said horses were worth one hundred and twenty-five dollars each, and that the harness was worth twenty dollars.

WILLIAM J. ELLIS.

Sworn to before me May 21, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of William B. Keith.

AFFIDAVIT OF JOHN T. ELLIS.

TERRITORY OF KANSAS, *Lykins County, Osawatomie :*

John T. Ellis, being sworn, deposeth : That he has been a resident of Kansas since April, 1856 ; that I was acquainted with William B. Keith ; that said Keith lived with me from that time until the present ; that on or about the first day of July, 1856, said Keith left my house with a span of horses, wagon, and harness, for the purpose of going to Kansas City, to purchase provisions and goods ; that some three or four days afterwards said Keith returned to my house without either horses, harness, or wagon, and told me that on the 3d day of July he was met by three armed men, who forcibly took the above named property from him, and also, as he then said, a large quantity of goods and provisions ; that said Keith afterwards recovered the wagon, at a cost to him of from fifteen to twenty dollars ; I know that said Keith has not had the rest of said property returned to him ;

I should think that said horses were worth \$125 dollars each, and that the harness was worth about twenty dollars; that said Keith has not received any compensation for said property.

JOHN T. ELLIS.

Sworn to before me May 21, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of William B. Keith.

Petitioner claims for two horses, at \$125	-	-	-	\$250 00
One set harness	-	-	-	15 00
Expenses incident to recovery of wagon	-	-	-	20 00
Goods and property in wagon	-	-	-	112 00
				<hr/>
Which is proven and allowed.				397 00
Add interest, 2½ years, at 6 per cent	-	-	-	59 55
				<hr/>
Total award	-	-	-	456 55
				<hr/> <hr/>

EDW'D HOOGLAND.
HENRY J. ADAMS.
SAM'L A. KINGMAN.

JUNE 1, 1859.

No. 290.

The honorable board of commissioners appointed under and by virtue of "An act to provide for the adjustment and payment of claims," passed February 7, 1859:

Your petitioner respectfully shows: That he came into Kansas Territory on or about the 1st day of April, 1855, and that he has resided in and about Osawatomie, Kansas, from that day to the present, and that he was a citizen of Kansas Territory between the 1st day of November, 1855, and the 1st day of December, 1856, and that he is now a citizen of Kansas Territory. And your petitioner further shows that during the spring and part of the summer of 1856 he was living with, and engaged in farming for, C. H. Crane, residing about half a mile north of Osawatomie; that on or about the middle of August of that year, in consequence of the disorder then prevailing in this part of the Territory, he took his effects and went to live in the house of O. C. Brown, to care for his property, and said Brown's two sons; and that, on or about the 30th day of August, 1856, one John W. Reed, so-called, with an armed body of about four hundred men, came to the house of said Brown where I was then residing, and burned said house and most of its furniture and contents, save and excepting

what they destroyed or took and carried away; and that included, among the goods and contents of said house, were your petitioner's trunk, wearing apparel, valuables, and effects, which are more particularly described in a bill hereto annexed and marked A, and which forms a part of this petition. And your petitioner says that he was the rightful owner of the goods in the bill annexed, and that the same were destroyed or taken and carried away at the time above mentioned; and that he has not received any pay therefor; and that they were justly worth the amount claimed in said bill.

Now therefore your petitioner asks for the allowance of the amount set forth in his said bill.

R. W. WOOD.

Subscribed and sworn to before me this 21st day of May, A. D. 1859.
SAMUEL A. KINGMAN,
Commissioner.

A.

One black leather-covered trunk	-	-	-	-	\$10 00
One linen coat	-	-	-	-	3 00
Two coats, at \$15 each	-	-	-	-	30 00
Two pair pants, at \$6 each	-	-	-	-	12 00
Three pair linen pants	-	-	-	-	10 00
One pair boots	-	-	-	-	6 00
One hat	-	-	-	-	6 00
Two vests	-	-	-	-	8 00
One overcoat	-	-	-	-	12 00
Nineteen brown linen shirts	-	-	-	-	57 00
One rifle	-	-	-	-	15 00
One escapement silver watch	-	-	-	-	15 00
One set mathematical instruments	-	-	-	-	10 00
Two neck ties, \$1 50 each	-	-	-	-	3 00
					<hr/>
					195 00
					<hr/> <hr/>

In the matter of the petition of Robert W. Wood.

LYKINS COUNTY, ss:

O. C. Brown, being first duly sworn, says: That in the summer of 1856 he brought out from Kansas City to Osawatomie a trunk of clothing for the petitioner, which had been forwarded to him by his parents; I saw the trunk opened and the contents of it were clothes of the value of \$40 or \$50. This was in May, I think. This was new clothing, and in addition to the clothing he had already here. Mr. Wood came out to the Territory in the spring of 1855.

O. C. BROWN.

Sworn to before me May 23, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Robert W. Wood.

LYKINS COUNTY, ss:

Charles H. Crane, being first duly sworn, says: That he is acquainted with Mr. Wood, the petitioner; that he is a citizen of Kansas, and has been since the spring of 1855. I know that petitioner had, in August, 1856, a cylinder escapement watch, worth about \$15; I sold it to him. He had a black leather-covered trunk, worth \$10. About the middle of August he took his trunk from my house, on the north side of Marais des Cygnes, to the house of C. C. Brown. Brown's house was burned on the 30th of August, 1856. He had clothing in the trunk, but I cannot state its amount. He had a good many shirts, and was generally well supplied with clothing, but I can't specify the articles or their values. I remember a silk hat in a box. He had some mathematical instruments; I don't know their value.

C. H. CRANE.

Sworn to before me May 21, 1859.

SAM'L A. KINGMAN,
Commissioner.

H. H. Updegraff, being first duly sworn, says: That the petitioner, Mr. Wood, in August, 1856, had a United States rifle, worth \$10 or \$15. Since the 30th August I have not seen the rifle.

H. H. UPDEGRAFF.

Sworn to before me May 21, 1859.

SAM'L A. KINGMAN,
Commissioner.

James Rockwell Brown, being duly sworn, says: That on the 30th day of August, 1856, the trunk of petitioner was in the house of my father, near the town of Osawatomie. On that day my father's house was burned down, and the contents either stolen or burned up. I saw some of the remains of the trunk the next morning in the ruins. He had clothing in his trunk; it was of good quality. It was a good sized trunk, and seemed to be full. I have seen Mr. Wood open the trunk and overhaul its contents. His watch was in the house; it was a silver watch. It was worth, from what little I know about watches, \$15 or \$20.

JAMES ROCKWELL BROWN.

Sworn to before me May 21, 1859.

SAM'L A. KINGMAN,
Commissioner.

On the 30th August, 1856, my trunk and watch were in the house of Mr. O. C. Brown, near the town of Osawatomie, and were either stolen from the house or burned up in it that day. The watch was a silver watch, worth \$15. I had all the articles charged in my bill accompanying my petition, and they were of the value set to them in said schedule. These were all a total loss to me by fire or foe on that day. My rifle was a present from Captain John Brown. It was a United States rifle. I don't know whether it had any marks on it. It shot well. It was left in D. Updegraff's house, and was carried off by some one. I have never seen it since that day; don't know what became of it. It was worth \$15. I used a Sharpe's rifle that day.

R. W. WOOD.

Sworn to before me May 21, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Robert W. Wood.

Petitioner claims in this case for loss of sundries and clothing	\$195 00
The proof sustains the petition, and an award is made for that sum, and interest on same, 2½ years, at 6 per cent.	29 25
Total award	224 25

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

MAY 24, 1859.

No. 291.

To the board of commissioners appointed under act of February 7, 1859:

Your petitioner, Charles Sturdivan, states: That he is a citizen of Kansas, and was during the month of September, 1856, at the time of the losses hereinafter set forth. In September, 1856, I was living on my claim on Crooked creek, in the county of Jefferson, in this Territory. Some time between the 15th and 30th of September a large body of men were in the neighborhood, and a detachment of about 30 came to Grasshopper Falls, where I was in business, about 10 miles from my claim, and among other things which they did they took my horses, (a span,) one a bay mare, five years old, and a clay bank, seven years old, and both worth \$300. They had previously given me notice to leave the Territory. The men called themselves the Kickapoo Rangers. I don't know what they were. They were under

the command of one Robertson ; that is, the 30 that robbed Grasshopper Falls. I was compelled to leave with my family, and have never been into the county since. I left a house, worth \$150, and ten tons of hay, worth \$50, and fencing to the value of \$15, all of which I was compelled to abandon, and it was a total loss to me. At the same time my horses were taken my saddle and two lariats were taken, worth \$10. None of this property have I recovered. I left in October, 1856, and came back to the Territory in September, 1858, and now reside in Anderson county. I never got any pay for the property.

CHARLES STURDIVAN.

Sworn to before me May 23, 1859.

SAM'L A. KINGMAN,
Commissioner.

LYKINS COUNTY, ss :

George Sturdivan, being duly sworn, says : That he is the son of petitioner ; is 21 years old ; was living with my father in 1856, on his claim on Crooked creek, in Jefferson county, Kansas Territory. He was ordered to leave. I was at Grasshopper Falls on the day when the horses were taken ; it was in September, 1856. My father was there with the two horses. One was a bay, five years old, worth \$150 ; the other a clay bank, six years old, worth \$150. I did not see them take our horses, but saw them drive twelve other horses, and our's with them, towards Hickory Point. I saw the clay bank at Atchison. I heard that they were there, and, with another man, went after them. This was three or four days after they were taken. A stranger had the horse. He had a saddle and bridle on him, and was tied up. I could not find the man who had him, nor learn his name, and was afraid to take the horse without consent. There were 400 Georgians and Carolinians in town. I did not take the horse ; did not see the other one at all. My father has never got them, nor any pay for them. At the same time that the horses were taken there was a saddle and two lariats taken, worth, altogether, \$10. My father lives in Anderson county, near Central City, Kansas Territory. He lived in Jefferson in 1856, and returned to the Territory in September, 1858.

GEORGE STURDIVAN.

Sworn to before me May 23, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Charles Sturdivan.

Petitioner claims in this case for loss of two horses, saddle, and two lariats	- - - - -	\$310 00
House, hay, and fencing, left on the premises	- - - - -	215 00
		525 00
		525 00
The last item is inadmissible under the law, as it was neither taken or destroyed, but abandoned; the other part of the claim is proven and allowed		
Interest on same, 2½ years, at 6 per cent	- - - - -	310 00
		46 50
		356 50
		356 50

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

MAY 24, 1859.

No. 292.

PETITION.

TERRITORY OF KANSAS, *County of Lykins, ss:*

Henry Carson to commissioners appointed under "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859:

Your petitioner, Henry Carson, represents: That he is a resident of the aforesaid Territory, and has been since the spring of A. D. 1855; that on the 30th day of August, A. D. 1856, a body of armed men, under the command of John W. Reed, and numbering about four hundred, took and drove off from your petitioner a yoke of work cattle, described as follows, one was a dark red with white face, and the other was red and white; said cattle were large and heavy and worth one hundred and twenty-five dollars; that your petitioner has never recovered said cattle or the value thereof, nor any part thereof; that said cattle were taken on account of the political feuds which existed at that time; wherefore your petitioner prays that his demand of one hundred and twenty-five dollars, with the interest thereon since the 30th of August, A. D. 1856, may be allowed him and audited.

HENRY CARSON.

Henry Carson, the person who subscribed the foregoing petition, being by me duly sworn, says, that the facts stated therein are true, this 16th day of May, A. D. 1859.

GEORGE W. CAVERT,
Notary Public.

AFFIDAVIT.

TERRITORY OF KANSAS, *County of Lykins, ss:*

Thomas Jackson, being duly sworn according to law, deposeth and saith: That he is acquainted with Henry Carson, and has known him since the summer or fall of A. D. 1855; that during this time Carson was a resident of this Territory, and now is a resident of the aforesaid Territory; that on the 30th day of August the county of Lykins, Kansas Territory, was invaded by an armed band of Missourians, under the command of John W. Reed; that said company drove off from the said Carson one yoke of cattle, described as follows: one of them a dark red or brown, with white face, the other red and white; knew said cattle, and knew them to be Carson's; said cattle were worth about one hundred and twenty-five dollars; said cattle were taken on account of the troubles of the times, nor has the said Carson ever recovered said cattle, as this affiant believes.

THOMAS JACKSON.

Subscribed and sworn to before me this 16th day of May, A. D. 1859.

[L. s.]

GEORGE W. CAVERT,
Notary Public.

 AFFIDAVIT.

TERRITORY OF KANSAS, *County of Lykins, ss:*

Samuel Glenn, being duly sworn according to law, says: That he is acquainted with Henry Carson, and has been since the summer of 1855; that said Carson is now a resident of this Territory, and has been since 1855; that he knew said Carson's cattle; that on the 30th day of August, A. D. 1856, he saw a company of armed men, under the command of one John W. Reed, drive off a yoke of cattle belonging to said Carson; said cattle were about six years old and worth *one hundred and twenty-five* dollars; said cattle were taken and driven off on account of the political troubles which existed at that time; that said cattle have never been returned to said Carson, as this affiant believes.

SAMUEL GLENN.

Sworn to and subscribed before me this 16th day of May, A. D. 1859.

[L. s.]

GEORGE W. CAVERT,
Notary Public.

In the matter of the petition of Henry Carson.

Petitioner claims in this case for losses	-	-	-	-	\$125 00
The proof sustains the claim.					
Add interest, 2½ years, at 6 per cent	-	-	-	-	18 75
Total award					<u>143 75</u>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

MAY 24, 1859.

No. 293.

To the commissioners appointed under the act of March 7, 1859, to audit claims:

Your petitioner, H. Harrison Updegraff, represents: That he has been a resident of Kansas since the first of October, 1855. In the summer of 1856 he was engaged in the carpenter and joiner business in Osawatomie, till the 13th day of August, on which day a band of four or five hundred armed men, said to be under the command of one John W. Reed, of Missouri, took and destroyed the town, after an ineffectual resistance on the part of some of the citizens and others.

At that time your petitioner owned a good hewed log house, sixteen by twenty-four feet, story and a half high, and well finished, on block No. 47, lot 15, which he was occupying for purposes in connexion with his business, and which was worth four hundred dollars.

He owned at least four thousand feet of first rate lumber, mostly walnut, for making furniture, which was stacked up near the house above named, and which he believes to have been worth one hundred and twenty dollars.

He owned also a lot of tools and lathe machinery, which was in said building, and which he believed to have been worth sixty-five dollars.

He owned also a lot of bedding and clothing, which he believes to have been worth twenty-three dollars.

He owned also one rifle-gun and game bag, which he believes to have been worth twelve dollars.

All of said property was taken or destroyed on the thirtieth of August, 1856. None of which has ever been recovered by your petitioner, or in any way compensated for.

Your said petitioner therefore asks that he be awarded the full sum of six hundred and twenty dollars, with interest from the thirtieth day of August, 1856.

KANSAS CLAIMS.

1171

House	-	-	-	-	-	-	-	\$400 00
Lumber	-	-	-	-	-	-	-	120 00
Tools and machinery	-	-	-	-	-	-	-	65 00
Bedding and clothing	-	-	-	-	-	-	-	23 00
Gun and bag	-	-	-	-	-	-	-	12 00
								620 00
Interest for two years eight months and twenty-five days, at 6 per cent.	-	-	-	-	-	-	-	101 78
								721 78
								721 78

H. H. UPDEGRAFF.

Sworn to before me May 23, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of H. Harrison Updegraff.

LYKINS COUNTY, ss:

W. W. Updegraff, being duly sworn, says: That on the 30th of August, 1856, the petitioner, who was then a citizen of Kansas, was the owner of a hewed log house, in the town of Osawatomie, sixteen by twenty-four feet in size, a story and a half high, and well finished, on block No. 47, lot No. 15, of the value of four hundred dollars.

He owned at least four thousand feet of first rate lumber, mostly walnut, for making furniture, which was stacked up near the house above named, which was of the value, in his judgment, of \$120.

He also owned a lot of tools and lathe machinery, which was in said building, worth, in his judgment, \$65.

He also owned a lot of bedding and clothing worth \$23.

All of which property was taken or destroyed on said day by the army of General Rced, of Missouri, who on that day burned Osawatomie.

There was also taken or destroyed, at the same time, a gun and game bag, worth \$12.

H. Harrison Updegraff is now a citizen of Kansas Territory.

W. W. UPDEGRAFF.

Sworn to before me May 23, 1859.

SAMUEL A. KINGMAN,
Commissioner.

James Stotts, being first duly sworn, says: That he has heard the testimony of W. W. Updegraff in this case read; that the facts therein stated are within his own knowledge and are true.

JAMES STOTTS.

Sworn to before me May 23, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of H. Harrison Updegraff.

The petitioner claims, in this case, for house burned	-	\$400	00
Lumber, \$120; tools and machinery, \$65	-	185	00
Bedding and clothing, \$23; gun and bag, \$12	-	35	00
			<hr/>
		620	00
Interest on same	-	101	78
			<hr/>
		721	78
			<hr/> <hr/>
The losses are fully proven, and the values also sustained by the testimony, and the same are allowed	-	620	00
Interest on same, 2½ years, at 6 per cent.	-	93	00
			<hr/>
Total award	-	713	00
			<hr/> <hr/>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

MAY 24, 1859.

No. 294.

To the board of commissioners appointed under act of February 7, 1859:

Your petitioner, William Saling, states: That he is a citizen of Kansas Territory, and has been since the fall of 1854, residing in the southwest corner of Lykins county. On the 20th of August, 1856, he was the owner of a sorrel horse, of the age of four years, worth \$100; and in the night of that day the horse was taken from the prairie, where he was feeding, in the vicinity of the petitioner's house; the horse was afterwards seen at Paoli, in the possession of Captain Cook, who was missing from the neighborhood at the same time that the horse was taken; this information I got from Allen, whose residence I do not know. I have never recovered the horse, nor got any pay for him; Cook was said to be from Alabama; I do not know where he is now.

WILLIAM SALING.

Sworn to before me May 23, 1859.

SAMUEL A. KINGMAN,
Commissioner.

LYKINS COUNTY, ss:

Richard Saling, being duly sworn, says: That he is a son of petitioner; that the petitioner is a citizen of the Territory, and has been for four years; in the year 1856, in the month of June, about half an hour before sundown, I saw a man going towards where my father's horse was feeding on the prairie; the man was a young man of the name of Cook, from Alabama; he had not been long in the neighborhood; the next morning my father's horse was gone, and Cook was missing

also; the horse was a sorrel horse, 14 or 15 hands high, a pacing horse, I guess five years old; I should guess he was worth \$100; my father had owned him three or four weeks; he paid \$87 50 for him, I believe. Other horses were lost the same time, belonging to Mr. Grant; I was told by Allen, who was in Paoli the next morning, that he saw the horse there in possession of Cook that morning; my father hunted for the horse in the fall, after the troubles were over; he went down in Missouri and up about Lawrence; he never got the horse; I have never seen Cook since; it was about sunrise that the horse was seen by Allen, as he told me; Cook's home was about among the Alabamians, while he stayed in our neighborhood, principally with a widow.

RICHARD SALING.

Sworn to before me May 23, 1853.

SAMUEL A. KINGMAN,
Commissioner.

James Saling, being duly sworn, says: That he is a son of petitioner, 17 years old; one evening, about 4 o'clock, my father came home riding his horse, a sorrel horse, young, about five years old; he turned him out on the prairie, and the horse fed off towards the timber; I saw him last about five o'clock feeding along on the prairie; this is the last time I have ever seen him; the horse had a big bell on him; not hearing the bell the next morning we looked for the horse, but could not find him; we did not look a great while; we heard that Mr. Grant's horses were gone the next morning, that is, the same morning we found ours missing, about ten o'clock; Mr. Cook, and Mr. Farris, and another man from that neighborhood were missing at the same time from the neighborhood; this was in 1856, in the spring of the year, about this time I think.

JAMES ^{his} + SALING.
_{mark.}

Test: SAMUEL A. KINGMAN.

Sworn to before me May 23, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of William Saling.

The petitioner claims, in this case, for horse	-	-	\$100 00
The proof of the loss is sufficient, and the value of the horse			
is proven at	-	-	87 50
Add interest, 2½ years, at 6 per cent.	-	-	13 12
Total award	-	-	100 62

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

MAY 24, 1859.

No. 295.

To the honorable the commissioners to audit and adjust claims for property taken and destroyed in 1856 :

The undersigned respectfully represents : That he has been a resident of Osawatimie township, county of Lykins, and Territory of Kansas, since the 4th day of November, A. D. 1855 ; that at that time, and up to the 30th day of August, 1856, he was the owner of one yoke of oxen ; that on said 30th of August, 1856, a large body of men, some 400 in number, under the command of one John W. Reed, and claiming to be the Kansas militia, took said yoke of cattle from his possession and removed the same from the Territory ; and that the same have not been returned to him. Said oxen are described as follows : they were six years old ; the near ox was brindle, with the point of the left horn battered ; the off ox was light red, horns broad spread, with a brass ball secured to each point of the horns. Said oxen were larger than the usual size, and were worth, in value, one hundred and twenty-five dollars.

Wherefore, the undersigned prays that he may be allowed the amount of said claim of one hundred and twenty-five dollars and interest.

JAMES FULLER.

James Fuller, being duly sworn according to law, saith : That the facts stated in the foregoing petition are true.

Done this 10th of May, A. D. 1859.

GEO. W. CAVERT,
Notary Public, Lykins Co., K. T.

AFFIDAVIT.

TERRITORY OF KANSAS, *County of Lykins, ss :*

Samuel Glenn, being duly sworn according to law, deposeth and saith : That he is acquainted with James Fuller ; has known him since the spring of 1856 ; he resided at that time in this Territory, and still resides therein ; was acquainted with his cattle ; saw a band of armed men, on the 30th of August, 1856, said to have been under the command of John W. Reed, drive off a yoke of work cattle belonging to James Fuller. Said cattle were about six years old ; were good fine cattle, and worth *one hundred and twenty-five dollars*. Is a neighbor of Fuller's and knows that Fuller never recovered said cattle ; that said cattle were taken on account of the troubles which existed in the Territory at that time.

SAMUEL GLENN.

Subscribed and sworn to before me this 16th of May, A. D. 1859.

GEORGE W. CAVERT,
Notary Public.

AFFIDAVIT.

TERRITORY OF KANSAS, *County of Lykins, ss :*

Joseph James, being duly sworn according to law, deposeth and saith : That he is acquainted with James Fuller ; that the said Fuller is a resident of this Territory, and has been since the fall of 1855 ; that he knew the cattle described in the foregoing petition and affidavit, and that said cattle were worth one hundred and twenty-five dollars.

JOSEPH JAMES.

Subscribed and sworn to before me this 16th of May, A. D. 1859.

GEORGE W. CAVERT,
Notary Public.

In the matter of the petition of James Fuller.

The petitioner claims for loss of oxen taken.....	\$125 00
The proof sustains the claim.	
Add interest, 2½ years, at 6 per cent.....	18 75
Total amount.....	<u>143 75</u>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

MAY 25, 1859.

No. 296.

OSAWATOMIE, K. T., *Lykins County, ss :*

Thomas Kelly to the commissioners appointed under "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859:

Your petitioner most respectfully shows : That on the 6th of June, A. D. 1856, your petitioner was a resident of Osawatomie, Kansas Territory, and has been a resident of the Territory up to the present time ; that on the aforesaid day the said town of Osawatomie was invaded by a band of armed men, who took from your petitioner, and against his will, one *six-inch Colt revolver* ; that your petitioner was keeping a grocery in the said town at that time ; and that said armed men entered the said grocery and destroyed and carried off bottles of liquors of much value, viz: of the value of \$15. Said revolver was worth, at that time, \$18.

Your petitioner further shows that on or about the 1st of October, 1856, he lost a horse, bridle, blanket, saddle, and lariat ; that said property was taken from him, in the township of Osawatomie, by three men, one of whom your petitioner recognized as one Captain Holmes.

Said horse, bridle, saddle, blanket, and lariat were of the value of \$150.

Your petitioner further shows that he was the owner of a house, situated in the town of Osawatomie, on lot No. 15, in block No. 46, which said house was burned on the 30th day of August, A. D. 1856, by an armed invasion, under the command of one General Reed; that said house was one story and a half high, by twenty-six feet long and sixteen feet wide; that said house was of the value of *five hundred dollars*, (\$500.)

Your petitioner further states that he has never recovered any of the property above set forth, or any part thereof, nor has he received any pay therefor.

Wherefore he prays that his claim of \$683, together with the interest thereon since the 30th of August, A. D. 1856, may be allowed and audited.

THOMAS KELLY.

Thomas Kelly, the person who subscribed the foregoing petition, being duly sworn, says that the facts stated therein are true.

Done this 21st day of May, 1859.

GEORGE W. CAVERT,
Notary Public, Kansas Territory.

In the matter of the petition of Thomas Kelly.

LYKINS COUNTY, ss:

A. D. Alderman, being duly sworn, says: That on the 30th day of August, 1856, the petitioner was the owner of a building in Osawatomie, on the corner of Pomeroy square, about 18 by 20; it was a story and a half high, a frame building, with roof, floors, partition, doors, and windows, not plastered or ceiled; built for a business house in one end, and a dwelling in the rest of the house; worth, in my judgment, \$400. This house was burned on the 30th August, 1856, by Reed's army. On the 6th of June, 1856, when the town was sacked, petitioner had a Colt's revolver taken by the men who did that job, worth \$20. On that day petitioner was keeping a grocery in town; the same men drank his liquor, broke some of his bottles and tumblers, but the value of the articles broken I cannot estimate. Along in the fall of 1856, a while after the battle, he lost a pony. I saw him in the possession of James Holmes, who told me he had Tom Kelly's pony. This pony was worth about \$85. It was not an Indian pony, but a pony of good size. I know that he had a saddle and bridle, but don't know what became of it. I don't know its value. I have never, that I know of, seen the pony since I saw it in Holmes's possession.

A. D. ^{his} + ALDERMAN.
mark.

Witness: SAMUEL A. KINGMAN.

Sworn to before me May 23, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Patrick Devlin, being duly sworn, says: That in the fall of 1856 Jim Holmes and two other men, whose names I do not remember, came up to Kelly, who was riding in a field, and told him they had to have that horse. They took the horse, with the saddle, bridle, and lariat, mounted the horse and rode him off. It was a sorrel horse, medium size, I think four years old, worth between \$80 and \$100. I think he would have cashed for \$85 or \$90. The saddle, bridle, and lariat were worth \$10 or \$12. The horse was taken with force, against Kelly's consent, about three-fourths of a mile southwest of town, on the south side of Pottawatomie. At the same time they took notes and accounts, to the amount of \$300 or \$400, from the carpet sack of petitioner and carried them off. I had been looking over them four or five days before that time.

PATRICK DEVLIN.

Sworn to before me May 23, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Thomas Kelly.

Petitioner claims, in this case, for loss of house burned in Osawatomie	\$500
Horse, saddle, bridle, blanket, and lariat.....	150
Revolver, \$18; damage to grocery, \$15.....	33
	683
	683
The proof sustains the charges as to the property lost, and places the value of the house at	400
Horse, saddle, bridle, blanket, and lariat	100
Other articles	33
	533
Interest on same, at 6 per cent., for 2½ years.....	87
	620
	620

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

MAY 24, 1859.

No. 297.

To the board of commissioners appointed under act of February, 7, 1859:

Your petitioner, John Stotts, states: That he is a citizen of Kansas, and has been since the fall of 1855; that on the 30th of August, 1856, he was the owner of a bay horse, a saddle and bridle, worth, altogether, eighty-five dollars. This was in Osawatomie on the morning of the 30th of August, 1856, and was all taken off by Reed's army on that day. I was engaged in the battle, and had no chance to save my property. I have never recovered the property nor any compensation for it.

JOHN ^{his} × STOTTS.
mark.

Test: SAM'L A. KINGMAN.

Sworn to before me May 23, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of John Stotts.

A. D. Alderman, being first duly sworn, says: I am acquainted with the petitioner, and have been ever since the fall of 1855. On the 29th of August he was the owner of a bay horse, a saddle and bridle, worth, altogether, about eighty-five dollars. This horse, saddle, and bridle were taken from petitioner by the same company of men who burnt Osawatomie. I don't think he ever recovered the horse, saddle, and bridle, nor ever received any compensation for them.

Mr. Stotts was a citizen of Kansas at the time of his loss, and is now.

A. D. ^{his} × ALDERMAN.
mark.

Sworn to and subscribed before me this 23d day of May, 1859.

SAM'L A. KINGMAN.
Commissioner.

In the matter of the petition of John Stotts.

James Stotts, being duly sworn, says: That the petitioner is his brother. He is a citizen, and was at the time of the losses hereinafter set forth. On the 30th of August, 1856, he was the owner of a horse, saddle, and bridle. The horse was a bay horse; I suppose some five or six years old; good size. The horse, saddle, and bridle were worth

§195. These were taken away from Osawatomie by General Reed's army on the day last mentioned, being the day that Osawatomie was burned. Nor has he ever recovered the same, or any part of them, or any pay for them, to my knowledge.

JAMES STOTTS.

Sworn to before me May 23, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of John Stotts.

Petitioner claims, in this case, for horse, saddle, and bridle lost at Osawatomie.....	\$85 00
The proof sustains the claim in full. Add interest on same, 2½ years, at 6 per cent.	12 75
Total award.....	97 75

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

MAY 24, 1859.

No. 298.

To the commissioners to audit and adjust claims for losses during the years 1855-'56:

The undersigned respectfully represents: That he is now and has been a resident of Osawatomie, Lykins county, Territory of Kansas, since the first day of May, A. D. 1855; that on the 30th day of August, A. D. 1856, he had in the office of Cyrus Tator, in said town, the following books, being mostly his law library, to wit: Kent's Commentaries, 4 volumes; Greenleaf's Evidence, 3 volumes; Chitty's Pleadings, 3 volumes; Chitty on Contracts, 1 volume; Oliver's Conveyancing and Precedents, 2 volumes; Angel and Ames on Corporations; Barbour on Chancery, 2 volumes; Chitty's Criminal Law, 3 volumes; Debates of Massachusetts Convention, 1853, 3 volumes; Journal of Massachusetts Convention, 1853, 1 volume; Holcombe's Leading Cases, 1 volume; Minot's Digest and Supplement, 2 volumes; Roscoe's Criminal Evidence, 1 volume; Russell's Criminal Laws, 2 volumes; Story's Agency, 1 volume; Story's Partnership, 1 volume; Story's Promissory Notes, 1 volume; Thatcher's Criminal Cases, 1 volume; Congressional Globe, 6 volumes; Irving's Sketch Book, 1 volume—making in all, forty volumes, worth one hundred and eighty-one dollars. That on

said 30th day of August the town of Osawatomie was invaded by a large body of men, and the building in which said books then were was burned, and said books were either burned or carried off by the invaders; that he has not since had said books, or any one of them, and that he has not received any compensation for the same. Wherefore he prays that he may be allowed an award for said claim of one hundred and eighty-one dollars, and interest on the same.

CHARLES A. FOSTER.

Sworn to and subscribed before me this 23d day of May, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Schedule.

Kent's Commentaries, 4 volumes	-	-	-	-	\$14 00
Greenleaf's Evidence, 3 volumes	-	-	-	-	16 50
Chitty's Pleading, 3 volumes	-	-	-	-	9 00
Chitty on Contracts, 1 volume	-	-	-	-	5 00
Oliver's Conveyancer, 1 volume	-	-	-	-	3 50
Oliver's Precedents, 1 volume	-	-	-	-	4 00
Angel and Ames on Corporations, 1 volume	-	-	-	-	5 50
Barbour on Chancery, 2 volumes	-	-	-	-	12 00
Chitty's Criminal Law, 3 volumes	-	-	-	-	12 00
Debates of Massachusetts Convention, 3 volumes	-	-	-	-	10 00
Holcombe's Leading Cases, 1 volume	-	-	-	-	4 00
Journal of Massachusetts Convention, 1853, 1 volume	-	-	-	-	3 00
Minot's Digest and Supplement, 2 volumes	-	-	-	-	10 50
Roscoe's Criminal Evidence, 1 volume	-	-	-	-	5 50
Russell's Criminal Law, 2 volumes	-	-	-	-	12 00
Story's Agency, 1 volume	-	-	-	-	5 50
Story's Partnership, 1 volume	-	-	-	-	5 50
Story's Promissory Notes, 1 volume	-	-	-	-	5 50
Thatcher's Criminal Cases, 1 volume	-	-	-	-	4 00
Congressional Globe, 6 volumes	-	-	-	-	30 00
Irving's Sketch Book, 1 volume	-	-	-	-	4 00
					<hr/>
					181 00
					<hr/>

KANSAS TERRITORY, *County of Lykins, ss:*

Cyrus Tator, of said county, being duly sworn, says: That he is well acquainted with Charles A. Foster, the petitioner named in the foregoing petition, and has been since the month of May, A. D. 1856; that since that time said Foster has been a resident of the county of Lykins, in said Territory; that some time in the month of June or July of the same year, said petitioner left at the office of deponent, in the

town of Osawatomie, a quantity of books, being the same as described in the foregoing schedule; that on the 30th day of August, 1856, the said town of Osawatomie was invaded by a large company of armed men, under the command of John W. Reed; that the office of deponent was burned by said invaders, and the books described in the foregoing schedule, belonging to said Foster, were either burned or carried away by said invaders; that said Foster has never received any of said books, to the knowledge of deponent, nor received any compensation for them.

Deponent further says that he believes said books were worth the price appended to the different works in said schedule.

CYRUS TATOR.

Sworn to before me May 26, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Charles A. Foster.

LYKINS COUNTY, ss:

Charles H. Crane, being duly sworn, says: That he is acquainted with the petitioner, and has been since the spring of 1855, during all which time he has been a citizen of Kansas Territory. I am a lawyer by profession; I have examined the list of books in petitioner's schedule, and I believe the prices to be as they are found in the catalogue prices in the bookstores in New England. As to the Congressional Globe and Sketch book, I cannot speak of the value. I think I saw Mr. Foster's books, (law books,) nearly new, in the office of Brown & Tator, in Osawatomie, some short time before the burning of the town; I cannot state the names of the books; I remember Story's works. I think there were about as many in number as is set forth in the schedule. The building in which they were was burned on the 30th of August. I had seen the books before, at my house; Mr. Foster lived with me and had his books there.

C. H. CRANE.

Sworn to before me May 25, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Charles A. Foster, being sworn, says: That he was the owner of the books set forth and described in his schedule, and that on the 16th of July, 1856, while about leaving for the east, he left all of said books in the office of Brown & Tator, in Osawatomie. When I returned in January thereafter, I found the office had been burned and the books gone. I have never seen or been able to see any of them since; have

no doubt they were burned or destroyed, or taken off, at the time that Osawatomie was burned, on the 30th of August. The Sketch Book was an elegant illustrated edition of the work, and I think worth what is charged for it. My books were generally new, and are charged at catalogue prices without adding freight.

CHARLES A. FOSTER.

Sworn to before me May 25, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Charles A. Foster.

Petitioner claims for law books, taken or destroyed at the burning of Osawatomie	-	-	-	-	-	\$181 00
The claim is satisfactorily proven.						
Add interest, 2½ years, at 6 per cent.						17 00
Total award	-	.	-	-	-	<u>198 00</u>

EDWARD HOOGLAND.
HENRY J. ADAMS.
SAMUEL A. KINGMAN.

JUNE 21, 1859.

No. 299.

To the commissioners to audit and adjust claims for losses during the years 1855-'56:

The undersigned respectfully represents: That he is now, and has been, a resident of Osawatomie, Lykins county, Territory of Kansas, since the 1st day of November, A. D. 1855. That on the 30th day of August, A. D. 1856, he had a log house, situate in said town, containing bedding, clothing, and house furniture of various kinds, including dishes, cooking utensils, &c. That on said 30th day of August said town was invaded by a large body of men, who proceeded to drive out the people, to burn, destroy, and carry off their property. That said house, with all its contents, was destroyed, and that he has not since had any of said property, or received any equivalent therefor. That said house was worth about \$150. That the beds and bedding, and cooking utensils, and crockery were worth \$75; that said clothing was worth about \$45—making the whole loss \$270.

Wherefore he prays that he may be allowed an award for the amount of said claim, and interest thereon.

AMOS D. ^{his} × ALDERMAN.
mark.

Witness: C. A. FOSTER.

Sworn to and subscribed before me this 23d day of May, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Amos D. Alderman.

LYKINS COUNTY, ss :

William Chestnut, being first duly sworn, says : I know the house of petitioner, which was entirely destroyed by fire on the 30th August, 1856, by the army of Reed. It was worth \$200 to \$250. It was a log house, 14 or 16 by 18 feet, with floor, doors, and windows ; was occupied by Mr. Alderman and family as a residence. I do not remember anything of the contents of the house.

WILLIAM CHESTNUT.

Sworn to before me May 26, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Amos D. Alderman.

John Sharkey, having been duly sworn, says : Mr. Alderman has been a citizen since the latter part of September, 1855, and is now a citizen of Kansas. On the 30th August he owned a house in Osawatomie, worth \$100; a log house, 12 feet by 16; might have been larger. The house and its contents, all that he had, were destroyed. I have occasionally seen the contents of his house, cooking utensils, bed and bedding, table, &c. These, altogether, were worth \$50. I can't say much about his clothing. Petitioner and his wife were destitute of clothing after the burning of his house. I will not certify to more than \$25 worth of clothing.

JOHN SHARKEY.

Sworn to and subscribed before me this 24th day of May, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Amos D. Alderman.

Petitioner claims for one log house, worth	-	-	-	\$150
Household furniture, \$75; clothing, self and wife, \$45	-	-	-	120
				<u>270</u>
				<u>270</u>

Said property taken or destroyed at the burning of Osawatomie. The proof sustains the claim as to value of house; allowed, \$150. Upon comparison of all the evidence, it is believed that an allowance of the amount claimed, exclusive of interest, is all that would be authorized.

Total award, \$270.

EDW'D HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

JUNE 7, 1859.

No. 300.

OSAWATOMIE, K. T., *County of Lykins, ss:*

L. D. Williams, administrator of the estate of Henry Sherman, deceased, to commissioners appointed under "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859.

PETITION.

Your petitioner would represent: That he is a resident of Kansas Territory, and has been since December, A. D. 1856; that Henry Sherman, deceased, was a resident of said Territory at that time, and had been for a number of years previous, as your petitioner is informed; that said Sherman died March 4, A. D. 1857; that in the summer or fall of A. D. 1856 said Sherman lost, as your petitioner has been informed, eighty head of cattle and eight head of horses, and had his house burned; that said cattle and horses were taken and house burned by John Brown and company, and was consequent upon the political troubles of the times; that said cattle were worth, as your petitioner has been informed, \$20 each; that said horses were worth \$50 each, and said house was worth \$100.

Wherefore your petitioner prays that his demand as administrator of the said Sherman's estate, amounting to not over five thousand dollars, as he may be able to prove, may be allowed and audited.

L. D. WILLIAMS.

LYKINS COUNTY, ss:

L. D. Williams, being sworn, says: That he is the administrator of Henry Sherman, deceased, who died in Lykins county, Kansas Territory; that the facts set forth in the above petition are not in his personal knowledge, but that he has been informed of the facts, and believes them to be true in substance.

L. D. WILLIAMS.

Sworn to before me May 24, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Joseph James, being duly sworn according to law, deposeth and saith: That he knew Henry Sherman in his lifetime; that he died about the 4th of March, A. D. 1857. Was acquainted with his circumstances more or less, and knew his cattle and horses. Knew that in August, 1856, said Sherman lost about forty head of fat or beef cattle and two horses. Said cattle were taken by John Brown and company, and this affiant saw them when driving them away, also saw said cattle when the said Brown and company were slaughtering them; that Brown and company told this affiant that there were 40 head of said cattle, and that they belonged to said Henry Sherman. This affiant saith that said cattle were fat cattle, and worth on an average twenty-five dollars a head; that said horses were worth \$50 apiece. That said cattle and horses were taken on account of the political disturbances of the aforesaid times.

JOSEPH JAMES.

Sworn to and subscribed before me this 4th of May A. D. 1859.

GEORGE W. CAVERT,
Notary Public, K. T.

AFFIDAVIT.

TERRITORY OF KANSAS, *Lykins County*:

William Saling, being duly sworn according to law, saith: That he resides in Lykins county, Kansas Territory; that he knew Henry Sherman, deceased; knew his cattle and horses; knew of his having cattle and horses taken by persons said to be old Brown's men some time in August, A. D. 1856; saw some 30 or 40 head of said cattle in September, A. D. 1856, near Prairie City, Kansas Territory, in possession of the aforesaid men. Sherman was said to be pro-slavery in politics, and for which reason he was robbed by those who claimed to be free-State men; saw one of Sherman's horses some time in the fall of 1856, which had been taken. Does not think Sherman ever recovered his cattle or horses. The cattle which he saw were good fat cattle, and worth about \$20 a head. The horse was worth about

\$75. Knew of Sherman's house being burned some time in the fall of 1856; saw said house while burning; it was worth at least \$150; said building was burned by free-State men.

Sherman resided in Franklin county, Kansas Territory, and his property was taken as aforesaid and house burned on account of the political troubles of the times.

WILLIAM SALING.

Subscribed and sworn to before me this 16th day of May, A. D. 1859.

GEORGE W. CAVERT,
Notary Public.

In the matter of the petition of Henry Sherman.

Thomas Totten, being duly sworn, says: I was personally acquainted with Henry Sherman. I became acquainted with him in March, 1854. He was then a resident citizen of Kansas. Mr. Sherman was murdered in March, 1857, as nearly as I can recollect. He remained a citizen of the Territory from the time I became acquainted with him till the time of his death, with the exception of a short time from the summer of 1856 till his death, when, his life being in danger, he went back and forth to Missouri. He was frequently at my house, which was two and a half miles up the Pottawatomie creek, known as the Pottawatomie mission.

On the 24th of May, 1856, at the time his brother William was murdered, he had taken a dapple gray stallion, half American and half Indian, a very fine looking animal, about four years of age, and a saddle. I did not see this property taken. He had it up to that time, and afterwards it was gone. The horse and saddle were worth \$90 or \$100. He never recovered this property.

He had a vast amount of cattle, between 400 and 500 head—that is, that number belonged to the three brothers. Peter, the eldest brother, had 35 or 40 head, and, as near as I can recollect, William had from 40 to 50 head; the rest were Henry's. I have heard the brothers often talk over the relative proportion of their stock, and have given it as near as I can recollect. They had this entire stock when the troubles and stealings commenced in the month of May, 1856. I do not know personally what became of these cattle. I never saw any of them driven off; I was dodging about myself. From my own knowledge I can't say what became of these cattle. About the time of the commencement of the troubles they had all these cattle. Many of them were missing from time to time. When I came into the Territory in the spring of 1854 the Shermans had about 50 cows. They lived on the California road, and often bought lame and disabled cattle and cows from those driving cattle through to California. In the spring of 1856 he had as many as 75 cows. I think I have counted as many as 60 head of cows when I first came into the Territory. I staid at his house from that time to his death. I was intimately acquainted with Henry Sherman. I do not believe he got any of his

cattle dishonestly. He was reputed as a very honest, upright man. Some time in August, 1856, some two or three of Sherman's horses were missing. My impression is that he recovered some of them at that time; he was aided by United States troops. His cattle, as they would average, large and small, were, taken altogether, the best drove I have ever seen in Kansas, and I fix their average value at \$25 per head. He sold one yoke for \$111. I know that he had fourteen or fifteen horses missing, during that summer mostly. Two of them, the last he owned, were taken in the spring of 1857, soon before he was murdered. These horses were worth \$80 or \$90 each. The rest of them were small horses, ponies like, and would average \$50 or \$60 in value. I did not see any of these horses taken, nor see them after they were missed. In the spring of 1857 we saw some six or seven head of cattle on the Marais des Cygnes, which he said were his. His house was burned, I think, in August or September, 1856. The house was large, but not worth a great deal. It was twenty-four feet square, a story and a half high, worth \$75. I never heard it rumored that he got his cattle by driving up other people's stock. Very few others had stock in that neighborhood in the first year. A great many bought cattle of him. I believe his stock was the natural increase of his cows, and what he purchased from others, but cannot swear it.

THOMAS TOTTEN.

Sworn to before me May 26, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of L. D Williams, administrator of Henry Sherman, deceased.

LYKINS COUNTY, ss :

David G. Watt, being duly sworn, says: That he settled on Pottawatomie creek, in April, 1856, about three miles above the crossing at Pottawatomie, commonly called Dutch Henry's crossing, being the place where the California road crosses that creek. I remained there that summer; was acquainted with Henry Sherman, commonly called Dutch Henry. His cattle ranged through the country then, and I saw them often. From what I saw and heard said he had that summer about 200 head of cattle—not over that, I think—including cows, calves, oxen, and young cattle. He sold some of the cattle; he was selling repeatedly. When he came back in the neighborhood in the fall of 1856 he said he could find but sixty-five head of his cattle. It is understood that a great many of his cattle were taken after December 1, 1856. When I went there in the spring of 1856 a great many skeletons of cattle were lying about that were said to belong to Dutch Henry; had starved to death. His general character for honesty in the neighborhood where he lived was not good. It was generally reported

that he got a portion of his cattle by unfair means. I think there were more of his cattle under two years of age than over.

DAVID G. WATT.

Sworn to before me May 19, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Lorenzo D. Williams, administrator of Henry Sherman, deceased.

Richard Saling, being duly sworn, says : That he knows that Henry Sherman lost property in 1855 and 1856; I know that he had some five or six young horses on the prairie, that were gone; it was the general opinion that they were stolen; he had a good many cattle that he claimed as his; I herded these cattle in the fall of 1856, I reckon ; a good many of them were missing; I don't know what became of them, nor do I know how he came by them; he claimed, in the spring of 1855—himself and two brothers who lived and batched together, and were in partnership together—to have 250 head. I commenced herding for him in September, 1856. He had then about 50 head of cattle; they were cows and calves and oxen; I herded them for about three months; while I herded them none were missing but what came back; it was the general opinion of the neighbors that he got his cattle (most of them) by driving up the cattle of others who were driving stock through the neighborhood to California (getting them by sleight of hand) and not paying for them. Mr. Sherman is dead. I don't know how he got his ponies. I don't know what they were worth ; they were chunks of Indian ponies; two he called 5 years old; I think two were year olds, and one sucking colt. The colt, I think, sucked a spotted mare. He had the ponies when I came here in 1855, before the troubles begun; they were wild; one could be rode. I don't know what became of them.

RICHARD SALING.

Sworn to before me May 23, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Lorenzo D. Williams, administrator of Henry Sherman, deceased.

LYKINS COUNTY, ss :

Elizabeth Totten, being duly sworn, says : She was acquainted with Henry Sherman in his lifetime; I first became acquainted with him in the spring of 1854, and knew him till the time of his death, some time in September, 1856. They drove off all his cattle, some 500 or 600 in number; on the night that his brother William was murdered,

Henry had a horse stolen ; I don't know who stole it. I never saw any one take his cattle; I don't know who took them, of my own knowledge. The third or fourth day after the election, in October, 1856, five or six men came to the door of our house with their faces blacked. Mr. Sherman was at our house at that time. They wanted him to leave the Territory by the next day at noon, or they would kill him. They had their guns and looked like they were going to shoot him every minute. He was taken prisoner at the door, and was a prisoner then. He told them he wanted leave to stay and bury his brother. They gave him for that purpose till noon the next day. His brother Peter had died at our house, and his body was then lying in the house. They asked Sherman where his horse was; he said he had turned it loose. They left two or three men to guard Sherman, and the others went and found his horse. They asked for his saddle; he pointed to the side of the house where it lay, and they took it. I did not know any of the men; all but one of them had their faces blacked. I had reason to believe that others were in the bushes in the vicinity of the house. They remained there twenty minutes or more. When they left they took the horse and saddle of Sherman. After one of the men had got on to the horse, he told Sherman he was not to meddle with the cattle which they had driven up to Prairie City and were herding there. They said they had levied on his cattle for the benefit of the free-State party, and did not want him to meddle with them. At the time the cattle were driven off five or six horses were driven off at the same time. He never got any of them again. I did not see them driven off, but saw them a short time before they were driven off; and after that they were missing from the neighborhood. When they ordered him to leave they said they would kill him if they ever caught him in the Territory again. He was killed on Pottawatomie creek, about a mile from his claim. Mr. Sherman was here among the Indians before there were any white men here. I know that the first year we knew him he raised over fifty head of calves. I never knew that he got any of his cattle dishonestly. He was generally known by the name of Dutch Henry. He was a German, about 35 or 40 years old when he was killed. We lived on his claim the first year, (1854,) when we came to the Territory, till we got our house built. Sherman was a pro-slavery man, and as such he was obnoxious to the free-State men about him. I do not think the men who ordered Sherman to leave told him that the cattle were driven to Prairie City. They said they had driven them off for the benefit of the free-State men. It was the neighborhood report that they were driven to Prairie City. Mr. Sherman had no other business save that of buying and selling cattle and farming. He had forty acres under fence, or about that, in 1856, but very little in 1854; perhaps about twenty-five acres.

ELIZABETH ^{her} + TOTTEN.
mark.

Sworn to before me May 23, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of the estate of Henry Sherman's, deceased, administrator.

Petitioner, L. D. Williams, administrator, &c., claims for cattle, horses, and other property, including one house taken and destroyed, amounting to - - - - \$5,000 00

1. From all the testimony it appears that deceased and his brothers William and Peter owned a large amount of cattle and ponies, and were buying, selling, trading, and driving off the same from time to time from 1854 till December, 1856—variously estimated, 50 to 500 head.

2. That deceased's character for honesty was not good and suspicions are fully stated as to title to the cattle.

3. Very little of the proof is sufficiently direct and definite to warrant an award. The testimony shows that the free-State men, under John Brown, senior, took and slaughtered forty head of cattle belonging to deceased, at 20 per head - - - - 800 00

And took two ponies, worth \$50 each - - - - 100 00

The house claimed for, as having been burned, is already allowed for to administrator of George Partridge, and cannot be allowed again.

Amount of loss proven - - - - 900 00

Add interest, 2½ years, at 6 per cent. - - - - 135 00

Total award - - - - 1,035 00

EDW'D HOOGLAND.
HENRY J. ADAMS.
SAM'L A. KINGMAN.

JUNE 18, 1859.

No. 301.

One cow, worth - - - - -	\$25
Twenty head of hogs - - - - -	100
One plough - - - - -	4
Five acres of corn and garden - - - - -	100
Scythe - - - - -	2
Four dozen chickens - - - - -	4
Farming implements and tools - - - - -	5
One barrel of soap - - - - -	10

To the commissioners of claims appointed under act of February 7, 1859:

Your petitioner, William Patrick, states that he is a citizen of Kansas, and has been since the spring of 1855, with the exception of from the fall of 1856 till the month of February, 1859, having been driven off by the disturbances prevailing in the Territory; I settled in Bourbon county on the Little Osage, I think on section 10, range and township unknown, in the spring of 1855; I was in the fall of 1856 compelled to abandon my claim and crop, being five acres of corn and one-half acre of garden. A party from Missouri drove me off and took possession of my claim and crop, and the other articles mentioned in my schedule, hereto attached and made part of this petition, which were of the values set opposite each article respectively. I also lost my claim. I have never got any of this property back nor any pay for it in any way.

WILLIAM PATRICK.

Sworn to before me May 24, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of William Patrick.

David S. Dye, having been sworn, says: I am acquainted with the petitioner since February, 1856; Mr. Patrick is a citizen of the Territory, and I suppose from what I am told that he was a citizen of the Territory at the time of his loss; Mr. Patrick I think owned a claim in 1856, situated in Bourbon county; I bought petitioner's claim on the first of July, 1857, and I paid \$300 for it; it would have been cheap at \$400, but I got it cheap because he was afraid that unless he sold it he would lose it altogether.

DAVID S. DYE.

Sworn to and subscribed before me this 24th day of May, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of William Patrick.

The petitioner claims in this case for loss of property \$250.
There is no proof to sustain the claim. Rejected.

SAM'L A. KINGMAN.
EDWARD HOOGLAND.
HENRY J. ADAMS.

JULY 1, 1859.

No. 302.

TERRITORY OF KANSAS, *County of Lykins, ss:*

Know all men by these presents, that I, the undersigned judge of probate of the county of Lykins, in pursuance of the statutes in such cases made and provided, do hereby appoint John Sharkey, of the town of Osawatomie, in said county, public administrator in and for said county, to fill a vacancy occasioned by the resignation of John T. Young.

In witness whereof, I have hereunto set my hand and seal this 25th day of October, 1858.

[L. s.]

CYRUS TATE,
Judge Probate, Lykins County.

I, E. W. Robinson, clerk of the probate court of Lykins county, do certify that the above is a true copy of the original, as on file in my office, and that the said John Sharkey has been duly qualified as public administrator of said county. Witness my hand and seal the 24th day of May, 1859.

[L. s.]

E. W. ROBINSON, *Clerk.*

John Sharkey, administrator in and for the county of Lykins, Kansas Territory, in the matter of Nathaniel McVey, deceased.

PETITION.

KANSAS TERRITORY,
Lykins County, Osawatomie, } *ss:*

To the commissioners appointed under "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859:

Your petitioner would most respectfully represent: That he is public administrator in and for the county of Lykins, Kansas Territory, and that by virtue of his office he has taken the estate of Nathaniel McVey for settlement.

Your petitioner would also represent that on the 30th of August, A. D. 1856, the said Nathaniel McVey was the owner of a house in the town of Osawatomie, Kansas Territory, situated in block 47, on Bleeker avenue in said town, which said house was a two-story building of hewed logs; that said house was burned on the aforesaid 30th day of August, by a body of armed men under the command of one John W. Reed; that said house was burned in consequence of the political troubles of the Territory at that time. Said house was worth about five hundred dollars, as your petitioner is informed.

Wherefore your petitioner prays that his claim of five hundred dol-

lars may be allowed and audited, together with the interest thereon, since the 30th of August, A. D. 1856.

JOHN SHARKEY.

Sworn to before me May 25, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of John Sharkey, administrator of Nathaniel McVey, deceased.

LYKINS COUNTY, ss:

William Chestnut, being first duly sworn, says: That he was acquainted with the petitioner, Nathaniel McVey, in his lifetime. He came to the town of Osawatomie in the spring or summer of 1856, with his family, and remained here a while, and left some time in August of that year, and has never returned. It is understood that he is dead. When he left he took his family with him. He left on account of the troubles in Kansas. He owned a very large hewed log-house in Osawatomie, two stories high, with floors and roof, doors and windows, not quite finished. His family lived in it. I should think it was worth six hundred dollars or seven hundred dollars, as labor and materials cost then. This was burned down and entirely destroyed on the 30th of August, 1856, by General Reed's army, and assisted by Reed, Martin, White, and associates. It was totally destroyed. The general incidents connected with the burning of Osawatomie are more fully given in my testimony in the case of John Sharkey, before this board.

Mr. McVey had a large family of children. I have not heard of the death of any of them. I heard a short time ago, that his widow and children were living in very destitute circumstances.

WILLIAM CHESTNUT.

Sworn to before me May 25, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Amos D. Alderman, being first duly sworn, says: That he knew Nathaniel McVey in his lifetime. He lived in Osawatomie; came to the Territory in company with me, in the fall of 1855, and remained here till after the battle here. He started with his family back to Illinois, and died on his way there, leaving a widow and six children. He was burned out here; left on account of the troubles, to secure his family, saying he would return as soon as it was safe. His health here was bad, generally, and the destruction of his property here left him without means to do business with, and in view of the troubles here, and his bad health and loss of property, he concluded to return

temporarily to Illinois. He left a claim adjoining the town. It was a very valuable claim. It has been jumped, and is now a contested claim. Mrs. McVey has never returned. She has no means to come. She has written to me that she would come as soon as she could get means to return with.

AMOS D. ^{his}+ ALDERMAN.
mark.

Witness: SAM'L A. KINGMAN.

Sworn to before me May 27, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Nathaniel McVey's administrator.

Petitioner claims for one large hewed log dwelling-house, destroyed by burning of Osawatomie.....	\$500 00
The claim is fully proved and allowed.	
Add interest, 2½ years, at 6 per cent.....	75 00
Total award.....	<u>575 00</u>

EDWARD HOOGLAND.
HENRY J. ADAMS.
SAMUEL A. KINGMAN.

JUNE 22, 1859.

No. 303.

To the commissioners appointed to audit and certify claims under the act of February 7, 1859 :

Your petitioner states that he is a citizen of Kansas Territory, and has been since the month of March, 1855 ; that on the 7th day of June, 1856, he was employed in the business of mail carrying in the town of Osawatomie, and was the owner of the following property, which was on that day taken by an armed body of men from Missouri, who entered the town and plundered the houses, and carried off property to the amount of several thousand dollars; from your petitioner they took a rifle gun and fixtures valued at twenty-five dollars.

Your petitioner would further state that on the 30th day of August, 1856, the town of Osawatomie was again entered by an armed force from Missouri under command of Captain John W. Reed ; that your petitioner was the owner of the following property, which was set on fire and burned by said company of men : One frame house, 14 by 18 feet, one and a half story high, finished off, comfortable to live in, occupied by your petitioner, valued at \$300; one cooking stove, valued

at \$25 ; one buffalo robe, valued at \$5 ; cupboard ware, furniture, bedding, &c., \$50 ; flour, meat, and provisions, \$25 ; one tool chest and tools, \$15.

About the 17th day of August, 1856, while I was engaged in carrying the mail from this place (Osawatomie) to Westport and Kansas City, my driver was stopped opposite Milton McGee's house, near Kansas City, and the horses and hack forcibly taken from the driver by Captain Cook and others and appropriated to their own use. There were in the hack goods to the amount of \$50, my property, part of it purchased for myself and part purchased with money sent by others to purchase things for them, for which I am responsible. The part purchased for myself was about \$40 ; these were also taken. The horses, hack, and harness were worth \$450. This property I have never recovered, nor any part of it, nor any compensation therefor, in whole or in part.

JOHN YELTON.

Sworn to before me May 25, 1859.

SAMUEL A. KINGMAN,
Commissioner.

I desire to say that I employed an agent in Kansas City, Mr. Hedges, to attempt to get back my horses and hack. He got back my hack, but so dilapidated that it was not in a condition to use. I could not haul it from Kansas City here, and abandoned it as an entire loss.

JOHN YELTON.

Sworn to before me May 25, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of John Yelton.

TESTIMONY.

LYKINS COUNTY, ss :

Cyrus Shaw, being duly sworn, says : I know that Mr. Yelton bought a pair of horses in Paoli in May, 1856 ; it was in the spring ; he paid \$300 for the pair. One of those horses was taken from him near Westport while hitched to the hack to carry the mail ; this was a black horse, and the better horse of the two ; he was worth at least \$150. The hack and another horse and harness was taken at the same time. The hack was worth \$175, and the harness \$25. I saw the hack a few days after it was taken ; it was then in use ; I saw it still later in Kansas City ; the top was then broken and damaged. The other horse that was taken was worth \$150. The pair taken was,

in my opinion, at that time well worth \$300; he never recovered them to my knowledge. Mr. Yelton is a citizen of this Territory, and has been since 1855. .

CYRUS SHAW.

Sworn to before me May 25, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Amos D. Alderman, being duly sworn, says: The petitioner, Mr. Yelton, was the owner of a house in Ossawatomie, which was burned the 30th August, 1856; I think it was about 16 by 20; a frame, a story and a half high, and worth \$250 or \$300; he had been living in it a short time before, butchering. He was a single man; some of his things were in the house, perhaps; I think he had taken the most of them out the day before the burning; I saw him loading them into a wagon late in the evening. He had a cook stove, worth about \$20; I don't know what became of it. He had a buffalo robe. He had cupboard ware, furniture, bedding, &c.; I don't know what they were worth, nor what became of them. He had a tool chest and tools; they were carpenters' tools, I think a full set; I don't know what they were worth, nor what became of them. He had a hack, used for carrying the mail, worth \$150. He had horses, but I did not know but one of those that he lost; that was a black horse, worth \$150. The horses and hack were reported to have been lost at or near Kansas city, Missouri; I know that he did not have them after the report came that he had had them taken.

AMOS D. ^{his} × ALDERMAN.
_{mark.}

Witness: S. A. KINGMAN.

Sworn to before me May 25, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Morgan Cronkhite, being duly sworn, says: That the horses, harness, and hack which the petitioner lost in 1856 he was acquainted with—that is, one of the horses; I once owned it; it was worth \$150; it was a black horse. The harness was worth \$35 when I owned them; they had no breeching on them then; he told me that he had breeching put on them; if so, they were worth \$40 or \$45. I could not state the value of the hack nor the other horse.

MORGAN CRONKHITE.

Sworn to before me May 26, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of John Yelton.

LYKINS COUNTY, ss : .

Thomas Akers, being duly sworn, says : That he is acquainted with the petitioner ; that he knows him to be a citizen of Kansas Territory, and that he has been since the year 1855. In the month of August, 1856, he was the owner of a span of horses, worth \$275 or thereabouts, and a stage hack, worth \$90. He had also about \$24 worth of provisions, and double harness, worth \$25. At that time I was engaged by Mr. Yelton, and was in his employment, driving this team from Osawatomie to Westport and Kansas City, and carrying the mail. Mr. Yelton lived in Osawatomie at the time. On my return trip between Kansas City and Westport, Missouri, I was stopped. The team, hack, and provisions above spoken of and harness were taken from me by Captain Cook's company of Georgians. I was shipped down the river, and did not return till 1857. I don't know what further became of the horses and other articles. Those who took them appropriated them to their own use. I saw two of the company mounted on the horses, prepared to make a foray upon Kansas.

THOMAS AKERS.

Sworn to before me May 21, 1859.

SAMUEL A. KINGMAN,
*Commissioner.**In the matter of the petition of John Yelton.*

Robert Reynolds, being duly sworn, says : About the 20th of May, 1856, I borrowed a gun from Mr. Yelton, who owned it ; I returned it to Mr. Geer's hotel about the 4th of June, 1856 ; the day after the sacking of Osawatomie I went to Mr. Geer to get said gun and I found it was gone, and I was told it had been taken away by Missourians ; this gun was a very good sporting rifle, and with its fixtures worth altogether \$20 ; I think Mr. Yelton has never recovered this gun, nor any compensation for it.

ROBERT REYNOLDS.

Sworn to and subscribed before me this 20th day of May, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of John Yelton.

Petitioner claims for a span of horses, harness, and hack, taken from him by Missourians while on a return trip with United States mail from Kansas City to Osawatomie	\$450 00
Goods in hack, when captured - - - - -	50 00
One rifle gun, taken at the first sacking of Osawatomie -	25 00
One house destroyed—burning of Osawatomie - -	300 00
Cooking stove, \$25 ; Buffalo robe, \$5 ; furniture, &c , \$50	80 00
Provisions, \$25 ; tools and chest, \$15 - - - - -	40 00
	<hr/>
	945 00
	<hr/> <hr/>
The proof fixes value of horses, hack, and harness, and goods in hack - - - - -	414 00
Rifle gun - - - - -	20 00
House \$250 to \$300—allow - - - - -	250 00
Other proof indefinite—allow for stove, robe, furni- ture, provisions, tools, &c. - - - - -	100 00
	<hr/>
	784 00
Add interest, 2½ years, at 6 per cent. - - - - -	117 60
	<hr/>
Total award - - - - -	901 60
	<hr/> <hr/>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JUNE 3, 1859.

No. 304.

To the honorable board of commissioners appointed under and by virtue of "An act to provide for the adjustment of claims," passed February 7, 1859 :

Your petitioner, Charles H Crane, respectfully shows : That he came into Kansas Territory about the middle of March, A. D. 1855 ; that he settled about one half mile north of Osawatomie, and that he has resided there nearly all the time since ; that he was a citizen of Kansas Territory from the 1st day of November, 1855, to the 1st day of December, 1856, and that he is now a citizen of Kansas Territory. Your petitioner has been engaged more or less in agricultural pursuits—some in the practice of law.

And your petitioner further says that he was farming upon his land one half mile north of Osawatomie, Kansas Territory, during the year 1856, so far as the prevailing "disorder" would permit, and that on or about the 30th of August of that year one John W. Reed—so called—came to Osawatomie with an armed body of about four hundred men, and killed five persons, burned many houses, and both burned and carried away, as your petitioner believes, much property, including

horses and cattle. And your petitioner believes that said band of armed men took and drove away one of his horses.

And your petitioner further says that on or about the same time he lost two white cows, which he believes to have been stolen, and which he has not seen or heard of since.

And your petitioner further says that he was in possession of a large roan horse, which he was informed was and believes to have been stolen. Said horse was taken up by me on the day of battle, after the enemy had left, and, as I supposed, abandoned in consequence of present split hoof, causing lameness, which he gradually recovered from.

Your petitioner further says that about one week previous to the 30th of August, 1856—the day of battle—he, with his wife, (having no children,) left his house and premises principally in the care of J. M. Anthony, for the use of Captain John Brown and his fighting men, and whoever else saw fit to assist in defending Osawatomie and Kanas; and they also left nearly all their household goods in said house; that they did not return to live in said house for about two or three weeks; that when said Crane and wife returned to live in said house they were both sick of a fever and scarcely able to sit up, and that they so remained for a short time, when they were advised it was not safe for them to remain, and they were carried to Baptiste Revisa's, at Paoli. At the latter place the wife of your petitioner was quite deranged, and it became necessary, as soon as her health would permit, to take her out of Kansas Territory. And said Crane and wife left Kansas as soon as their health would permit, and left their house and premises, and nearly all their household goods, as above described. Said Crane returned early in March following, and found a large number of kitchen and household articles missing, which were owned by him, and which are more particularly described in a bill hereto annexed, and marked A.

Said Crane further says that he had a large quantity of bound and unbound piano forte sheet-music in the house of O. C. Brown, as he believes, at or about the time said house was burned, (30th of August, 1856,) and that it was burned or carried away; and that he had a chair, also, in the house of Samuel Geer, which, as he believes, shared the same fate.

Said Crane further says that he had about fifty thrifty fruit trees growing on his premises, enclosed by a good and substantial fence, which were all eaten by cattle, and twisted off to the ground, after his absence.

And your petitioner says other damage was done his premises. A set of house-logs in his possession were cut up and burned or carried away, and, as your petitioner is informed and believes, his fence-rails were cut and burned, and considerable damage done his premises generally. The logs were left in my possession by a man named Bridgeman, who owed your petition, and who has not returned since to this Territory, as petitioner believes.

And this petitioner further says that he was the owner of the above-described property, save and excepting the roan horse and the logs;

that he believes the same to have been stolen or destroyed, and that he has not heard from the same since.

And, finally, your petitioner, for a more full and particular specification of his losses, would refer to his bill annexed, marked A, which forms a part of this petition, and upon which he would ask to be allowed the sum of three hundred and sixty-two dollars and thirty-five cents, (\$362 35;) and your petitioner will ever pray.

C. H. CRANE,

Subscribed and sworn to in my presence this 25th day of May, 1859.

SAM'L A. KINGMAN,

Commissioner.

A.

Bill referred to in foregoing petition.

One sorrel horse.....	\$90 00
Two white cows, \$30 each.....	60 00
One roan horse.....	90 00
One spotted pig.....	3 00
Portfolio for music.....	50
Fifty pieces sheet piano forte music, 37½ cts. each.....	18 70
Backgammon board, (burned at O. C. Brown's).....	1 25
Book of bound piano forte sheet music.....
One chair, splint-bottom, burned at Geer's.....	75
One set of bits.....	25
Eight or ten tin pans.....	1 80
Two 2-quart cups.....	50
One 2-quart pail.....	30
Needle book.....	1 25
One 6-quart tin pail.....	50
One 10-quart tin pail.....	75
Two tin pint cups.....	25
One washdish.....	20
Box of two hundred envelopes.....	1 00
Mahogany pistol box.....	1 50
One gallon jug.....	40
Grindstone.....	75
Vinegar cruse, (glass).....	15
One 3-quart blue pitcher.....	1 00
Three 3-pint basins.....	75
One 2-quart basin.....	25
One coffee pot.....	50
One chamber.....	75
One white platter.....	1 00
Three wooden pails.....	75
A number of sacks and one linen bag.....	1 00
One hammer.....	25
Draw-shave.....	75

KANSAS CLAIMS.

1201

Five lengths of 6-inch pipe.....	\$1 50
Gimlet.....	10
One narrow axe.....	50
Eighteen yards cotton cloth.....	2 25
Eight or ten pairs of sheets, coarse and fine, and pillow cases to match.....	10 25
Two lounge cushions.....
Umbrella.....	1 00
Door key.....	30
¼-inch auger.....	25
Cloth for sheets, cut out.....	1 50
Brown crash towels.....	75
Keeler.....	1 00
Brass top shovel.....	1 00
One 3-gallon jug.....	75
Fifty trees eaten off to the ground.....	50 00
Rails burned, and general damage to premises.....	15 00
House logs.....	15 00
	<hr/>
	362 35
Additional claim for corn crop (10 acres) and potatoes.....	150 00
	<hr/>
Total.....	512 35
	<hr/> <hr/>

In the matter of the petition of C. H. Crane.

AMENDMENT TO PETITION.

Your petitioner, C. H. Crane, asks to amend his petition, and present his claim for a crop of ten acres of corn which he raised in the summer of 1856, which is valued at \$100, which was used up and destroyed, as set forth in the affidavit of R. W. Wood. And also for the loss of a crop of potatoes in the same year, worth \$50, as also set forth in the affidavit of said Wood, to which your petitioner would refer.

And your petitioner asks that his petition be so construed as to conform to the evidence in this case, save and excepting he asks nothing for flour or meat used up at his house, as it was mostly furnished by donation from abroad.

And your petitioner ever prays.

C. H. CRANE.

Sworn to before me May 26, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Charles H. Crane.

LYKINS COUNTY, ss :

J. Merritt Anthony, being first duly sworn, says: That he is acquainted with the petitioner, Mr. Crane; that he is a citizen of Kansas, and has been to my knowledge since the spring of 1856; in the summer of 1856 he was residing on his claim, half a mile north of the town of Osawatomie, on the north side of the Marais de Cygnes; he had a sorrel horse, worth \$125, that was taken about the time of the burning of Osawatomie by those who invaded the place; at the same time he lost two cows, worth \$30 each; I do not know what became of them; they were missing about that time, and never seen since in this neighborhood; about a week before the battle Mr. Crane, with his family, went to the house of Mr. Carr, west of the town; he left me at his house; I had been boarding with him that summer; I stayed there every night for two or three weeks after the battle; in the day I was there most of the time; two or three of us were living with Mr. Crane previous to his leaving the house; after he left, and before the battle, it was occupied by various persons from time to time; all stopped there that pleased; I do not think anything of any consequence was missing from the house before the battle; after the burning of the town the boys came there and stayed quite a while; I was the only one that stayed there nights; the others were afraid to stay, and went off into the woods to sleep; I remained there two or three weeks and then left the Territory; I went as soon as I was able; as long as I remained I slept at the house; I do not see in the schedule anything that was household furniture that was missing while I was there; I was sick, and every other day had the ague and a fever so high as to make it impossible for me to observe; on the day of the battle Mr. Crane took up a roan horse, worth about \$75; took him up here in town; I drove him down to Paoli, with Mr. Crane's family, about ten days after the battle; in a day or two afterwards he was missing; I have never heard of him since; it was some ten or twelve days after he was missing before I left the Territory; Mr. Crane had those things set forth in his schedule of household property when I left the house; the values fixed in the schedule are fair values of the articles as they were when I left; the spotted pig was missing before the battle; he would weigh 50 or 60 pounds; was worth \$3 50 or \$4; a number of hens were missing, some eight or ten; those men who stayed there after the battle eat up Mr. Crane's provisions to the amount of \$10 easy; I know that Mrs. Crane had a trunk full of music, and carried a part of it over to Brown's; when I left the Territory I left the house open, with no person to take care of it; a family had promised to come and take care of it, and live in it, but did not; I was not able to get in the wagon when I left; I had to be lifted in; I came back to the Territory in the spring of 1857; Mr. Crane left the Territory before I did.

J. MERRITT ANTHONY.

Sworn to before me May 26, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Robert W. Wood, being first duly sworn, says: That he was living at the house of Mr. Crane in the summer of 1856; I lived there up to the time of the battle, and on and off till September or October, 1858; I know that petitioner had a lot of music bound and unbound at the house of O. C. Brown a short time before its destruction; I cannot say as to the amount or value; there was a lot of music, one or two bound books, and a large pile of sheet music; can't say how much; might have been 50 sheets; the price of such music is from 25 to 75 cents per sheet; the books were large books; there was also a backgammon board, the property of petitioner, at the house of Mr. Brown; I don't know what it was worth—\$1 or \$2 I think; I saw the music and board at Mr. Brown's house four or five days before it was burned; I then had the care of Mr. Brown's house; I have never seen the music or board since; Mr. Crane had a sorrel horse about 8 years old, worth \$100; it was missing on the day of the battle; I saw it before that day at Mr. Carr's, near which Reed's army passed, on the morning of the battle; I have never seen it since; two white cows of petitioner were missing at the same time, worth \$30 each; have never seen them since; I have examined the schedule attached to Mr. Crane's petition; he had in his house such articles as are therein described; cannot state exactly what or how much; I was at the house of Mr. Crane off and on for two or three weeks after the battle; Mr. Crane and family were gone; his house was used as public property; while I was there 20 men stayed there the night before the battle; it remained public till some time in October; I went there a number of times and found it open and nobody there; it was always open till Mr. Williams went there to live in the winter; Mr. Crane and family left because Mrs. Crane was afraid to stay there; they went to Mr. Carr's and never returned to the house that I know of for six months afterwards; I left for Lawrence the first or second week in September, and was gone over two weeks; when I left Mr. Crane was sick abed at Mr. Carr's; every time I went to the house of Mr. Crane something was missing, not only Mr. Crane's property, but that of others that belonged to me and Mr. Anthony; the house was nearly stripped of furniture before the 1st of December, 1856; soon after that time it was occupied by a family; I cannot fix the value of the property lost; in examining the bill I do not think the prices are too high; I recollect almost all of the articles in the schedule as property left by Mr. Crane in his house, and almost everything of value was taken from it during the fall; there were about 30 peach trees and some plum and cherry trees growing on the premises; they were thrifty growing trees during the summer; they were set out the year before; were 3, 4, or 5 feet high when set out; were destroyed by being fed down—by cattle getting into the yard and browsing them down; they were worth \$50; I know a set of house logs was on the premises; don't know how many; 20 or 30, may be 50, worth \$20; I supposed they belonged to Mr. Crane; they were on his premises; not far from his house Mr. Crane had 12 acres broken and fenced, planted in corn and potatoes; a few of the potatoes I had gathered, the rest froze; 50 bushels were dug; I don't think there was over half of the ground dug over; the potatoes were worth in the field at harvesting time 50 cents a bushel; the corn that was not gathered

I heard Mr. Littlejohn, an old farmer, estimate to be worth \$100; it was partly not gathered, and a good deal that was gathered was fed out by men staying there; I used it; this loss was suffered before December, 1856; these losses were in consequences of the disorder then prevailing in the Territory; the disturbances here in the summer created such an alarmed and excited state of feeling that during the month of September people were leaving the Territory; up to about the 1st of October this continued; Captain Cook and his company of Georgians, as they were understood to be here, kept up the excitement to that period by being around and stealing horses; Captain Holmes led the other side; the panic continued into October some time; very little work was done, but little was to do, and no one felt disposed to do it; up to 1st of October I don't know that any one did anything.

R. W. WOOD.

Sworn to before me May 26, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Charles H. Crane.

Petitioner claims for two horses, at \$90	-	-	-	-	\$180	00
Two white cows	-	-	-	-	60	00
Household furniture and other property destroyed about the time of burning of Osawatomie	-	-	-	-	122	35
Ten acres of corn destroyed	-	-	-	-	100	00
Half acre of potatoes	-	-	-	-	50	00
					<u>512</u>	<u>35</u>
The proof establishes the loss of one horse belonging to petitioner, value	-	-	-	-	90	00
The other horse did not belong to him.						
Two white cows	-	-	-	-	60	00
Household furniture, &c., per schedule	-	-	-	-	122	35
Damages on corn destroyed—\$5 per acre—as by general proof in neighborhood	-	-	-	-	50	00
Potatoes	-	-	-	-	50	00
					<u>372</u>	<u>35</u>
Add interest, 2½ years, at 6 per cent.	-	-	-	-	55	80
Total award	-	-	-	-	<u>428</u>	<u>15</u>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JUNE 24, 1859.

No. 305.

To the commissioners of claims under the act of February 7, 1859 :

The undersigned, Orran Williams, respectfully represents : That he is a citizen of Kansas Territory, and he has been such citizen ever since July 1, 1855; that he has sustained loss and damage by the taking of his property, by reason of the disorders that prevailed in the Territory from November 1, 1855, till December 1, 1856; petitioner prays that his claim so presented may be received and considered as his application, petition, and proof, now presented to this board, and that an award may be made in his favor accordingly; the following is a true account of the loss sustained as aforesaid, 1856: 40 acres of sod corn; said corn was taken or destroyed by deponent being compelled to leave the Territory; it was taken or destroyed on my claim in township 17, range 22, and was of the value as follows: 40 acres of sod corn, worth two dollars and fifty cents per acre, \$100.
ORRAN WILLIAMS.

Sworn to before me May 25, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Orran Williams.

LYKINS COUNTY, *vs* :

Benjamin Goodrich, being duly sworn, says : That he knows the petitioner, Mr. Williams; that he is a citizen of Kansas, and was in the summer of 1856; about the 1st of September, 1856, I was living near him, in township 17, range 22; he had then growing 40 acres of sod corn; a part of it looked very well, worth anyhow \$100; about that time petitioner and myself were both compelled to leave the Territory and abandon our crops; Mr. Williams left this corn growing there, a pretty good fence was around the field; it was not all staked and rided; I was out here the next spring, that is, the spring of 1857, and entered my land; the corn then was all gone; I don't know when it went or how; we were ordered to leave by a company of Missourians; we lived five miles from Osawatomie, and the same day that the town was burned the notice was given; I thought it was prudent for a man with a family to leave.

BENJAMIN GOODRICH.

Sworn to before me May 25, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Orran Williams, being duly sworn, says: That he left, as stated in the foregoing deposition, the day after Osawatomie was burned, not deeming it safe or prudent for my family to remain longer in the Territory; I left with my family for the States, and left the 40 acres of sod corn, worth at least \$100; I returned the middle of January, 1857, found the fences down, another man in possession of my claim, and the corn all gone; the man on the claim said it was eat up early in the fall; the appearances indicated that it had been fed down; the man that was on the claim was one Lane, who now lives on Sugar creek I have heard; the corn was a total loss; I had a rail fence round it, from the ground up; it was seven rails high all round, and partly ridered, making eight rails high.

ORRAN WILLIAMS.

Sworn to before me May 25, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Orran Williams.

Petitioner claims for crop of corn destroyed during the troubles				
about Osawatomie in 1856, (fully proven)	-	-	-	\$100 00
Add interest, 2½ years, at 6 per cent.	-	-	-	15 00
				<hr/>
Total award	-	-	-	115 00
				<hr/>

EDW'D HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

JUNE 22, 1859.

No. 306.

To the commissioners of claims under the act of February 7, 1859:

The undersigned, Benjamin Goodrich, represents: That he is a citizen of Kansas Territory, and has been such citizen since the 1st of July, 1855; that he has sustained loss and damage by the taking of his property, by reason of the disorder that prevailed in the Territory from November 1, 1855, till December, 1856. Petitioner prays that his claim, so presented, may be received and considered as his application, petition, and proof, now presented to this board, and that an award may be made in his favor accordingly. The following is a true account of the loss sustained as aforesaid:

July 25, 1856.—One light gray horse; said animal was taken from my claim in township 17, range 22, Kansas Territory, and supposed to have been taken by a company of Georgians, then camping on the river; deponent never saw or obtained said animal afterwards. De-

ponent further saith that he lost seventeen acres of sod corn by being compelled to leave the Territory. Said animal and corn were the sole and absolute property of the deponent, and of the value respectively as follows:

The horse was worth	-	-	-	-	-	-	-	-	\$150	00
The corn was worth	-	-	-	-	-	-	-	-	60	00
Total	-	-	-	-	-	-	-	-	210	00

BENJAMIN GOODRICH.

Sworn to before me May 25, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Benjamin Goodrich.

LYKINS COUNTY, ss:

Orran Williams, being duly sworn, says he is acquainted with the petitioner, Mr. Goodrich; that he is a citizen of Kansas, and was in the summer of 1856, when the losses hereinafter set forth took place. He had a light gray horse, good size, six years old, taken from his claim. A company had been camped on the creek near previous to this time, and were passing about there at that time. They were from Georgia. It is supposed that the horse was stolen; he was missing about the 25th July; I have never seen him since; he was worth \$150. He had 16 or 17 acres of sod corn enclosed with a good fence staked and ridered all round; it looked well for sod corn. He was compelled to leave the Territory about the 1st of September, leaving his crop to take its chances. The safety of his family required that he should leave. The neighbors had been generally notified to leave the country by the Missourians, and it was dangerous to stay. Osawatomie had just been burned. The country was full of roving bands of men bent on violence. I do not know what became of this corn; when I got back to the Territory in January it was gone. The corn was worth \$60 as it stood. When I returned the fences had been all thrown down.

ORRAN WILLIAMS.

Sworn to before me May 25, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Benjamin Goodrich.

Petitioner claims for one horse taken	-	-	-	-	-	-	-	-	\$150 00
Corn destroyed	-	-	-	-	-	-	-	-	60 00
									210 00
The proof sustains the claim.									
Add interest, 2½ years, at 6 per cent.	-	-	-	-	-	-	-	-	31 50
									241 50
Total award	-	-	-	-	-	-	-	-	241 50

EDW'D HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

JUNE 17, 1859.

No. 307.

To the commissioners to audit and adjust claims for losses during the years 1855 and 1856:

The undersigned respectfully represents: That David Garrison was a resident of Kansas Territory from the latter part of May, A. D. 1855, until the time of his death, August 30, 1856; that on said 30th day of August said Garrison was pursued by a party of men (being a part of the force under the command of one John W. Reed, who destroyed Osawatomie) who fired upon and killed said Garrison on the premises of one John Carr; and said party of men took from said Garrison one Sharpe's rifle, worth \$30, and one navy revolver, the property of Frederick Brown; that previous to said 30th day of August said Garrison was possessed of three yoke of work oxen; one of said yoke was worth \$85, one of said yoke was worth \$95, and the other of said yoke was worth \$120; that two of said yoke of oxen were taken from said Garrison and driven off some time between the middle or latter part of said month of August; that the other yoke of said oxen was driven from the premises of the undersigned on the morning of said 30th of August; that said Garrison nor his heirs, nor any person for him or them, have had said property or any part thereof since that time, nor has he or they received any compensation therefor; that the undersigned has been appointed administrator of the goods and estate

Wherefore the undersigned prays that he, as administrator as aforesaid of said Garrison, as will appear by a copy of the letters of administration hereto annexed and made part of this petition, said, may be allowed an award for the amount of said property, being \$330 and interest thereon.

S. L. ADAIR,
Administrator of the estate of David Garrison.

S. L. Adair says he is the administrator of the estate of David Garrison, deceased, and that he believes the statements of the foregoing petition are true.

S. L. ADAIR.

Sworn to before me May 25, 1859.

SAM'L A. KINGMAN,
Commissioner.

The Territory of Kansas to all persons to whom these presents shall come, greeting:

Know ye that whereas David Garrison, late of the county of Lykins, died intestate, as it is said, having at the time of his death property in this Territory which may be lost, destroyed, or diminished in value if speedy care be not taken of the same: to the end, therefore, that the said property may be collected, preserved, and disposed of according to law, we do hereby appoint S. L. Adair administrator of all and singular the goods and chattels, rights and credits, which were of the said David Garrison at the time of his death, with full power and authority to secure and dispose of the same, and in general to do and perform all other acts and things which are, or hereafter may be, required of him by law.

In witness whereof, I, E. W. Robinson, clerk of said court, have [L. s.] signed my name and affixed the seal of said court, at Paoli, this 24th day of May, A. D. 1859.

E. W. ROBINSON, *Clerk.*

PAOLI, May 26, 1859.

I hereby certify that the above is a true copy of the original letters issued to S. L. Adair.

E. W. ROBINSON,
Clerk Probate, Lykins County, Kansas Territory.

In the matter of the petition of Samuel L. Adair, administrator of David Garrison, deceased.

LYKINS COUNTY, *ss:*

Charles S. Adair, being first duly sworn, says: That he is a son of Mr. Adair, the administrator of David Garrison, deceased; that he knew Mr. Garrison in his lifetime; that he came to the Territory in May, 1856, and was killed on the day of the battle at Osawatimie, about a mile and a half west of the town, and before the invading forces had reached town, or the battle had commenced. He was found that evening in a ravine, about a mile and a half west from here, dead. He had been shot. He was in possession and the owner of three yoke of cattle. One of the yoke of cattle was missing about three or four weeks before the battle; another, one week before the battle; and the

third, the day of the battle. I suppose they were all taken by those pro-slavery men who were about through the country at that time. One yoke of these cattle was worth \$75 or \$80; another, \$90; and the third, \$120. I know that he had a Sharpe's rifle a short time before he was killed on that morning; when we found his body the rifle was gone. Neither the oxen nor the rifle have ever been recovered. The rifle was worth \$30.

C. S. ADAIR.

Sworn to before me May 25, 1859.

SAM'L A. KINGMAN,
Commissioner.

Spencer K. Brown, being duly sworn, says: That he was taken prisoner at the battle of Osawatomie, on the morning of the 30th of August, and taken into Missouri a captive. While so a prisoner I saw a large number of cattle feeding on the bottom, which belonged here. Mr. Fuller, another prisoner, said they were Garrison's and Brown's cattle. The Missourians gathered the cattle together and drove them off, and, at their camping ground, butchered a part of them; the rest were driven on. I think they took off from 25 to 50 cattle. I heard the Missourians say they had about 50 head. I am 16 years old.

SPENCER K. BROWN.

Sworn to before me May 25, 1859.

SAM'L A. KINGMAN,
Commissioner.

Samuel L. Adair, being first duly sworn, says: That the deceased, Mr. Garrison, was at his house, about a mile and a half west of Osawatomie, on the morning of the 30th August, 1856. On that morning we heard the firing of a gun and the running of horses. I ran out of my house, and saw a number of men riding by in the road in great haste. Garrison and myself went out into the road immediately after the men passed. We found Frederick Brown lying dead, on the road, a little way east of the house. He had been shot through the left breast, with a large ball, the ball passing clear through the body. He had his belt on, and a revolver and bowieknife in their cases. I examined the cases particularly, and found the loop over the revolver buttoned down. It had not been used; each chamber was loaded. We immediately gave the alarm. I sent my son down to town. Garrison and myself remained with the corpse. We soon saw the company of Missourians, under General Reed, coming down the road. When I took the arms from Mr. Brown's body I handed the revolver to Mr. Garrison. I said to Mr. Garrison, upon seeing the armed men, that it was not best to stand and be shot down. He ran towards Mr. Carr's,

taking his own Sharpe's rifle and Mr. Brown's revolver with him. I saw nothing more of him until the evening of that day. I then went in search of him. After an hour's search, in the dark, I found his body in a ravine southeast of Mr. Carr's house. He had gone 200 yards beyond Mr. Carr's house, after he left me in the morning, before he was shot. Mr. Carr's house is about one-quarter of a mile from where we parted. He had been shot, and was dead. Had been shot in many places. There were no arms with him. He had money with him in the morning, but I cannot ascertain or state how much; this was also gone. The rifle was worth \$30. He came to the Territory in May, 1856, and remained till he was killed. He took a claim some ten miles west of my house, built a house, and continued to improve his claim until the troubles in August. He had three yoke of oxen. One yoke was missing some time between the first and middle of August; supposed to be taken by the pro-slavery men prowling around, or by the citizens fleeing in terror, who laid hands on anything they could get to help themselves out of the Territory. About the 25th of August two more of his oxen were missing, being one out of each of the remaining yokes. He then took his family, cattle, wagon, and household furniture to Mr. Hastings's house, about four miles this side of his claim. He left all there except his cattle, which he, with Jason Brown, drove down to my house. This was on Thursday afternoon, the day but one before the battle. The cattle were there, at my house, on the morning of the 30th of August. The oxen have never been found since by his friends. After the army had passed down towards town, in the morning, my wife turned the cows into the lot with the calves; and when the men drove off the oxen, which were on the outside, they overlooked the cows in the field. That saved Mr. Garrison's cows as well as my own. Mr. Garrison brought the cattle from Illinois. One yoke was worth \$85; another, \$95; another, \$120. Mr. Garrison told me they had cost him \$300 in Illinois. They were worth that here. He left a wife and one child, and a posthumous child was born after his death. These are all living.

S. L. ADAIR.

Sworn to before me May 25, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of David Garrison, deceased.

LYKINS COUNTY, ss:

William Hastings, being first duly sworn, says: I knew David Garrison in his lifetime; he was a citizen of Kansas at the time of his death; he brought three yoke of cattle into the Territory with him; I was hardly well enough acquainted with the cattle to judge of their value; I had seen them; as near as I can now recollect, I should say they were worth from \$80 to \$100 per yoke. A short time before the burning of Osawatomie, two yoke of the cattle were missing; they did not both go together, but one yoke at a time; some two or three

weeks intervened between the loss of the first and second yoke of cattle; some time before the burning of the town Mr. Garrison brought his family and things to my house; a few days before the battle he brought his remaining yoke of cattle and other stock down to Mr. Adair's, leaving his family and furniture at my house. I lived a neighbor of Mr. Garrison. I presume his cattle (the two yoke above first mentioned) were driven away by some person; we have never heard of them since.

WM. HASTINGS.

Sworn to before me May 26, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of David Garrison's administrator.

Petitioner claims for three yoke of cattle	-	-	-	\$300 00
One Sharpe's rifle	-	-	-	30 00
Deceased was killed by Reed's army a mile and a half from Osawatomie, August 30, 1859, and said property taken off by the Missourians.				
Add interest, 2½ years, at 6 per cent.	-	-	-	49 50
Total award	-	-	-	<u>379 50</u>

EDWARD HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

JUNE 25, 1859.

No. 308.

To the commissioners to audit and adjust claims for losses during the years of 1855 and 1856:

The undersigned respectfully represents that Frederick Brown was a resident of Kansas Territory from the month of April, 1855, until the time of his death; that on the 30th day of August, 1856, while going from the house of the late John Carr to the house of the undersigned, he was met by a body of men, who were a part of the force under the command of one John W. Reed, who destroyed the town of Osawatomie; that said body of men fired upon and killed said Brown; that at that time said Brown was the possessor of one horse, saddle, and bridle, the same being worth one hundred and fifty dollars; one superior finished Sharpe's rifle, worth forty dollars; one navy revolver, worth twenty-five dollars; one yoke of work-oxen, worth seventy-five dollars; that the said horse, saddle, bridle, and

rifle were taken from the premises of the late John Carr ; that said revolver was taken from the person of one David Garrison, who was killed by said body of men ; that said oxen were taken from the premises of the undersigned ; that the undersigned has been legally appointed administrator of the goods and estate of said Brown, as will appear by a copy of the letters of administration hereto annexed and made a part of this petition ; that said property has not been returned to the undersigned, nor to the heirs of said Brown, nor to persons for them or him, nor has any compensation ever been given for said property so taken. Wherefore your petitioner prays he, as administrator as aforesaid, may be allowed an award for the sum of two hundred and ninety dollars, the value of said property so taken, and interest thereon.

S. L. ADAIR,
Administrator of the estate of Frederick Brown.

S. L. Adair says that he is the administrator of the estate of Frederick Brown, deceased, and that he believes the statements of the foregoing petition are true.

S. L. ADAIR.

Sworn to before me May 25, 1859.

SAM'L A. KINGMAN.

The Territory of Kansas to all persons to whom these presents shall come, greeting :

Know ye that whereas Frederick Brown, late of the county of Lykins, deceased, intestate as it is said, having, at the time of his death, property in this Territory which may be lost, destroyed, or diminished in value if speedy care be not taken of the same: to the end, therefore, that said property may be collected, preserved, and disposed of according to law, we do hereby appoint S. L. Adair administrator of all and singular the goods and chattels, rights and credits, which were of the said Frederick Brown at the time of his death, with full power and authority to secure and dispose of said property according to law, and collect all moneys due said deceased, and in general to do and perform all other acts and things which are or may hereafter be required of him by law.

In witness whereof, I, E. W. Robinson, clerk of said court, have [L. s.] subscribed my name and the seal thereof, at Paoli, this 24th day of May, 1859.

E. W. ROBINSON, *Clerk.*

PAOLI, May 26, 1859.

I hereby certify that the above is a true copy of the original letters issued to S. L. Adair.

E. W. ROBINSON,
Clerk of Probate, Lykins County, Kansas Territory.

In the matter of the petition of Samuel L. Adair, administrator of Frederick Brown, deceased.

LYKINS COUNTY, ss :

Mary Williams, being of lawful age, and first duly sworn, says : That on the morning of the 30th of August, 1856, about sunrise, a body of armed men, about a dozen in number, came to my father's house, about a mile and a half westerly from Osawatomie, and took from the prairie, where they were lariatied, two horses and one or two saddles and bridles. Later in the day they took two more. One of them was the property of Frederick Brown—I cannot say which one it was. These men who took the horses were a part of the men who afterwards burned the town. I did not see Mr. Brown that morning. There was, at the time the horses were taken, a Sharpe's rifle taken from the wagon, which was the property of Frederick Brown. I suppose he put one in the wagon.

MARY WILLIAMS.

Sworn to before me May 25, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Samuel L. Adair, being first duly sworn, says : That he was personally acquainted with Frederick Brown in his lifetime. He came to the Territory in 1855, and remained a citizen until his death. The particulars of his death are stated in my deposition in the case of David Garrison, deceased. He had one yoke of cattle, worth \$75. They were driven to my house by Jason Brown on the Thursday evening before Osawatomie was burned, and I suppose were driven off with other cattle by the Missouriians on that day. They have never been recovered, and were a total loss. They were missing that evening. He came to my house on the evening before the battle; had a horse, saddle, and bridle, worth \$150; a Sharpe's rifle, worth \$40; a superior rifle with elegant finish; a revolver, worth \$25, being the same one I gave to Mr. Garrison, as stated in my deposition in his case. This property was all lost at that time, and has never been recovered, or any part of it, nor has any compensation been made to me for it, nor any of his heirs, to my knowledge. Mr. Brown had a claim about twelve miles west from Osawatomie.

S. L. ADAIR.

Sworn to before me May 25, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Charles S. Adair, being first duly sworn, says: That Frederick Brown was the owner of a yoke of cattle worth \$75. I saw them about a week before the burning of the town at Mr. Garrison's claim. They were with Jason and John Brown's and Mr. Garrison's cattle then. These cattle were driven down to my father's, near town, a day or two before the burning of the town. I did not observe Frederick Brown's cattle particularly. They were all driven away that day, I suppose; they were missing at night. I have never seen them since. He also owned a horse, saddle, and bridle, worth \$150; a Sharpe's rifle, superior one, worth \$35; and a revolver, worth \$25. These were all missing after the battle. I have never seen them since; don't know what became of them, except from hearsay. Mr. Brown came to the Territory in the spring of 1855, and remained here till his death.

C. S. ADAIR.

Sworn to before me this 29th day of May, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Spencer Brown, being first duly sworn, says: That he knew Frederick Brown in his lifetime; does not know the exact time he came to Kansas; knows he was here late in the spring or summer of 1855, and remained here a citizen till his death. As stated in my deposition in the case of Mr. Garrison, I was taken prisoner at the battle of Osawatomie, and saw them (Reed's army) lead away from town some 15 horses without saddles. Some of these I knew belonged here. I did not know Mr. Brown's horse, but knew he rode one into the neighborhood. I saw a lot of cattle driven off, said by Fuller, who was also a prisoner, that they were the cattle of Brown and Garrison and neighbors. The men said they had got about 50 head of cattle in their raid here. I saw a rifle in camp which I did not know, but heard a man, who was called Brocket, say he had got it from a man who had taken it from the body of Brown. Brocket took possession of it, saying it was Brown's rifle.

SPENCER K. BROWN.

Sworn to before me May 25, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Frederick Brown's administrator.

Petitioner claims for—

1 horse, saddle, bridle, &c. -	-	-	-	-	\$150 00
1 Sharpe's rifle, \$40; 1 revolver, \$25	-	-	-	-	65 00

1 yoke of cattle	-	-	-	-	-	-	\$75 00
Deceased was killed by Rev. Martin White and others, of Hon. John W. Reed's Missouri army of invasion, near Osawatomie, August 30, 1856, and the above property taken by them.							
Add interest of 2½ years, at 6 per cent.	-	-	-	-	-	-	43 50
Total award	-	-	-	-	-	-	<u>333 50</u>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JUNE 24, 1859.

No. 309.

To the commissioners to audit and adjust claims for losses during the years 1855 and 1856:

The undersigned respectfully represents: That he has been a resident of Osawatomie, Kansas Territory, since March 22, 1855; that on the 30th day of August, A. D. 1856, he was possessed of a heifer; that on the morning of said day said heifer was at his house; that early that morning the town of Osawatomie was invaded by a large body of men, under the command of one John W. Reed, of Missouri; that after destroying said town, on their return they drove from his house a large number of cattle, among the rest the heifer above named; that said heifer has not since been in his possession, nor has he received any compensation therefor; that said heifer was a blooded animal, and was worth \$25. Therefore he prays he may be allowed an award for said sum of \$25, and interest thereon.

S. L. ADAIR.

Sworn to before me May 25, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Samuel L. Adair.

LYKINS COUNTY, ss:

Charles S. Adair, being duly sworn, says: That he is a son of petitioner, sixteen years of age; that his father came to the Territory in the spring of 1855, and has been a citizen of Kansas ever since. On the morning of the 30th of August, 1856, my father had a deep red heifer two years old, blooded stock, worth \$25; at night she was

missing; I have never seen her since. A great many cattle were missed that day. The army of Reed, after they burned Osawatomic, returned by my father's claim. Father bought the heifer of Frederick Brown, and she run with his stock.

C. S. ADAIR.

Sworn to before me May 25, 1859.

SAM'L A. KINGMAN,
Commissioner

(See the testimony of Spencer Brown, in the case of David Garrison, and Fuller's affidavit in General Strickler's report.)

In the matter of the petition of Samuel L. Adair.

Petitioner claims for 1 heifer, stolen by Reed's army at the burning of Osawatomic - - - - -	\$25 00
The proof sustains the claim.	
Add interest, for 2½ years, at 6 per cent. - - - - -	3 75
Total award - - - - -	28 75

EDW'D HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

JUNE 8, 1859.

No. 310.

To the commissioners to audit and adjust claims for losses during the years 1855 and 1856:

The undersigned respectfully represents: That Asa S. White was a resident of Osawatomic, Kansas Territory, from the 1st of May, A. D. 1855, until the time of his death; that during the spring and summer of 1856 said White and his family were all very sick, and after the destruction of the town of Osawatomic he went to his friends in the State of New Hampshire to regain his health; that upon reaching his friends he grew rapidly worse, and on the 26th day of November, A. D. 1856, he departed this life; that on the 30th day of August, A. D. 1856, said White was possessed of a house and barn in the town of Osawatomic; that he also had in said house a large amount of furniture, clothing, cooking utensils, &c., as will appear by the affidavit of Elmira H. White, which is hereto annexed and made a part of this petition; that on said 30th day of August said town of Osawatomic was invaded by a large body of men from Missouri, under the com-

KANSAS CLAIMS.

1219

Four flat-irons	-	-	-	-	-	-	\$2 00
Cross-cut saw	-	-	-	-	-	-	6 00
Two axes	-	-	-	-	-	-	3 00
Two scythes	-	-	-	-	-	-	3 00
Wood saw	-	-	-	-	-	-	1 50
Shovel and tongs	-	-	-	-	-	-	2 00
Four wash-tubs	-	-	-	-	-	-	5 00
Piece of tweed cloth	-	-	-	-	-	-	12 00
Piece of toweling	-	-	-	-	-	-	2 50
One silk and one cashmere dress	-	-	-	-	-	-	14 00
Three de laine dresses	-	-	-	-	-	-	6 00
Four muslin dresses	-	-	-	-	-	-	6 00
Three calico dresses	-	-	-	-	-	-	3 00
One dress pattern	-	-	-	-	-	-	20 00
Four shawls	-	-	-	-	-	-	11 00
Two bonnets	-	-	-	-	-	-	6 00
Under clothing	-	-	-	-	-	-	12 00
Clothing for four children	-	-	-	-	-	-	40 00
One overcoat	-	-	-	-	-	-	16 00
Two sack coats	-	-	-	-	-	-	17 00
One dress coat	-	-	-	-	-	-	11 00
Three vests	-	-	-	-	-	-	8 00
Five pairs of pants	-	-	-	-	-	-	18 00
Shirts, collars and stockings	-	-	-	-	-	-	10 00
Table linen and toweling	-	-	-	-	-	-	15 00
Window curtains	-	-	-	-	-	-	5 00
One and a half dozen knives and forks	-	-	-	-	-	-	5 00
Silver spoons	-	-	-	-	-	-	9 00
One carpet	-	-	-	-	-	-	22 00
Two carpets	-	-	-	-	-	-	12 00
Three rugs	-	-	-	-	-	-	6 00
Chest of carpenter's tools	-	-	-	-	-	-	50 00
Lot of provisions	-	-	-	-	-	-	12 00
Five pairs children's shoes	-	-	-	-	-	-	5 00
Two pairs boots	-	-	-	-	-	-	6 00
Two pairs shoes	-	-	-	-	-	-	3 00
Four pairs women's shoes	-	-	-	-	-	-	5 00
Freight on furniture and goods	-	-	-	-	-	-	200 00
One thousand feet of boards	-	-	-	-	-	-	30 00
One barn	-	-	-	-	-	-	150 00
							<hr/>
							1,550 00
							<hr/>

I, Elmira H. White, solemnly swear that all the above named articles were destroyed at the invasion of Osawatomie by a lawless band of men on or about the 30th day of August, A. D. 1856; and that the prices, as far as carried out opposite, was their cost in Keene, New Hampshire, before transportation to Kansas.

E. H. WHITE.

STATE OF NEW HAMPSHIRE, *Cheshire*, ss :

March 25, 1859, personally appeared the above named Elmira H. White, and took and subscribed the above oath.

Before me

SILAS HARDY,
Justice of the Peace for Cheshire County.

The Territory of Kansas to all persons to whom these presents shall come greeting :

Know ye that whereas Asa S. White, late of the county of Lykins, died intestate, as it is said, having at the time of his death property in this Territory, which may be lost, destroyed, or diminished in value, if speedy care be not taken of the same. To the end therefor that said property may be collected, preserved, and disposed of according to law, we do hereby appoint S. L. Adair administrator of all and singular the goods and chattels, rights and credits, which were of the said Asa S. White at the time of his death, with full power and authority to secure and dispose of said property according to law, and collect all moneys due said deceased ; and in general to do and perform all other acts and things which are or may hereafter be required of him by law.

In witness whereof I, E. W. Robinson, clerk of said court, have [SEAL.] hereto set my hand and the seal of said court, this 24th day of May, 1859.

E. W. ROBINSON, *Clerk.*

POOLE, *May 26, 1859.*

I hereby certify that the above is a true copy of the original letters issued to S. L. Adair.

E. W. ROBINSON,
Clerk of Probate Court, Lykins County, Kansas.

In the matter of the petition of Samuel L. Adair, administrator of Asa S. White, deceased.

LYKINS COUNTY, ss :

Mrs. C. M. Roscoe, being first duly sworn, says : That she was acquainted with Mr. Asa S. White and his family while he lived in Osawatomie ; was often in his house in said town in the summer of 1856, and recollect his furniture and the contents of his house generally. I have examined the schedule attached to the petition in this case, and know that the articles of household and kitchen furniture and wearing apparel therein described were in the house, and the property of the petitioner, and I think the values therein charged are

very reasonable. Some of the articles were worth more, in my judgment, than is charged for them. His house was well furnished. Many of their nicest things had never been placed in proper positions on account of the troubles, but they were in the house. I do not see any articles in the schedule, except the children's shoes, which I do not recognize as belonging to them and in their house. On the morning that the town was burned, Mrs. White and two children came to our house. Mr. White brought a very small hand trunk of clothing and trinkets to my house. The children had only their shirts and pants on; one of the little boys had a pair of shoes in his hand, and the other a testament. Mrs. and Mr. White had very good clothing for themselves and children, and a good amount of it. I do not think, from my knowledge of what I saw of the family, that the charge for clothing is too high; many of the articles are too low. The bureau was a nice veneered bureau, with a glass on top, worth, I think, here, \$25. The carpets are too low; I think the best one was worth \$30, at least; the other carpets are also too low. The three mirrors are too low; one of them was worth more than \$6. The table and light-stand are too low; the table was a cherry table; the stand was a mahogany one; I should think they would be worth \$15 here. The rocking chairs (one was a cane-seat) worth \$6 or \$8; the others were good, all worth \$15 or \$18; dining chairs were worth \$8. A part of the glassware was cut glass. The three beds were well furnished with pillows; were worth I can't say how much; they were nice beds. Some of the dresses are put too low, especially the silk dress and cashmere; they were worth \$20; other articles of dress are lower than I would estimate them. I form my estimate of the value of the furniture from my personal knowledge of the quality of that of Mr. White and my experience in purchasing furniture here for our own use. The bedstead charged at \$14 was a splendid one, worth \$20 or \$25. Mr. White and family left here the first week, or about that time, in September for the east. Mr. White's health was poor. They both said it was their intention to return to the Territory as soon as his health was restored.

C. M. ROSCOE.

Sworn to before me May 26, 1859.

SAMUEL A. KINGMAN.

Commissioner.

Mrs. Phebe C Cronkhite, being duly sworn, says: That she was acquainted with Mr. Asa S. White and his family, and have known them since they came to Osawatomie in the spring of 1855. They brought four children with them, all boys; one of the children died in the spring, and one in the summer of 1855; the oldest ten or eleven years; the two eldest children still survive. I was frequently in their house in town in the summer of 1856; was intimate with the family, and familiar with the contents of their house generally. I have carefully examined the schedule attached to the petition in this

case, and remember that almost all the articles of furniture, wearing apparel, &c., therein set forth were in their house; a very few I do not remember. I think the values set to each article are very reasonable, and many of them too low, much lower than articles of like quality can be purchased here or in Kansas City. The articles that I do not remember, are: One of the cup-closets, the wash-tubs, the piece of tweed cloth, the carpenter's tools, and children's shoes. Of the articles of wearing apparel I cannot specify the items belonging to Mr. White and the children, but from what I know of their general assortment of clothing I have no doubt but they had as much as is charged in the schedule. Of Mrs. White's finer articles of wearing apparel I have a more precise knowledge; they are generally charged too low. I have heard read the testimony of Mrs. Roscoe in this case, and generally concur with her testimony in my estimates of the value of the articles. Many things that I remember in the house are not in the schedule at all. Mr. White left here soon after the burning of the town, and called on me in western New York, where I was visiting. He left his wife and children in Wisconsin. He told me then that it was his purpose to return in the spring, when his health was better, and pre-empt his claim and reside here. He left his family in Wisconsin with that view; he died in the fall, leaving his family destitute, so that they could not come to the Territory, did they desire to do so. His widow and two children are living now.

PHEBE C. CRONKHITE.

Sworn to before me May 26, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Nelson J. Roscoe, being duly sworn, says: He was acquainted with Asa S. White and his family, from the 6th of June, 1855, till after the 30th of August, 1856. He was residing in Osawatomie as a citizen, most of that time; part of the time on his claim adjoining town. I was frequently in his house in town; his house was well furnished and with good furniture, much better than is common in a new country. I cannot tell in detail the amount and quality of his furniture. Himself and wife and family were well clad, and had abundant supplies of extra clothing. From my knowledge of his furniture, tools and clothing, I should think \$800 would be low enough for their value. I have examined the schedule, and from my knowledge of the articles I should think, when I can remember the articles at all, that the charges were very low. The stove he paid \$35 for at Kansas City; it was worth that. Other articles I perceive too low; the bedstead was worth \$20; the chest of carpenter's tools were good tools, I know they were worth \$50; the bureau was worth \$20 or \$25.

The house in which he lived was a frame house, 16 by 24, two stories high, with a lean-to, worth \$700; and a stable, the value of which I could not state; he had one but I don't know enough of its value to state it. This house was burned on the 30th of August, and its

contents either burned up or carried away. I saw the remains of the stove, and tools, and iron things, after the fire; this left Mr. White and family entirely destitute. Soon after the fire, Mr. White left here with his family; his health was bad; he was assisted to leave by his friends. He is dead, it is so understood, leaving a widow and two children. His claim has been jumped and pre-empted by a man by the name of Poland. I understood it to be their purpose to return when they left. I know there was a pile of lumber near his house; can't state its amount; lumber was worth \$30 per thousand; it was burned; I do not know what their freight cost; have heard them say, but cannot remember.

N. J. ROSCOE.

Sworn to before me May 26, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Charles A. Foster, being duly sworn, says: That he was acquainted with Mr. Asa S. White in his lifetime; saw him the last time in the latter part of September, 1856, in Wyoming county, New York; he was then on his way to New Hampshire; his health was quite poor then; he had been in feeble health for a year; he told me then that he was on his way to New Hampshire to raise some funds, and calculated to return as soon as he could to Kansas; he had left his family in the west with that view. Since my return to Kansas I have received letters from his wife informing me of his death on the 26th of November, 1856. He left his widow destitute. I brought thirteen hundred weight from Boston to this place, costing me \$90. I saw Mr. White's bill of lading. The amount of his freight, as therein set down, was between twenty-seven hundred weight and thirty hundred weight. His freight coming at the same time from Keene, New Hampshire, and through the same line and agency, would cost, at the same rate as mine, \$185 to \$200. We came from Keene, New Hampshire, together to this place.

CHARLES A. FOSTER.

Sworn to before me May 26, 1859.

SAM'L A. KINGMAN,
Commissioner.

*In the matter of the petition of Asa S. White, by his administrator,
S. L. Adair.*

LYKINS COUNTY, ss:

Samuel Geer, being duly sworn, says: That he knew the barn of the petitioner, Mrs. White; remembers it now; it was burned up on the 30th of August, 1859; it was worth from \$100 to \$150.

SAMUEL GEER.

Sworn to before me May 27, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Asa S. White's administrator.

Petitioner claims for one dwelling-house burned at the destruction of Osawatomie	-	-	-	-	\$700 00
One barn burned at the same time	-	-	-	-	150 00
Personal property, furniture, apparel, provisions	-	-	-	-	660 00
Freights, \$200; lumber, &c., \$30	-	-	-	-	230 00
					<hr/>
					1,740 00
					<hr/> <hr/>

The proof is definite as to the destruction of the buildings and other property.

Allowed for dwelling-house	-	-	-	-	\$700 00
One barn, (lowest estimate)	-	-	-	-	100 00
Personal property and furniture	-	-	-	-	660 00
Lumber	-	-	-	-	30 00
Freights not satisfactorily proven. The estimates of value of personal property believed to be their value at the time and place of destruction.					
					<hr/>
					1,490 00
Add interest, 2½ years, at 6 per cent.	-	-	-	-	223 50
					<hr/>
Total award	-	-	-	-	1,713 50
					<hr/> <hr/>

EDW'D HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

JUNE 18, 1859.

No. 311.

To the board of commissioners appointed under the act of February 7, 1859, to audit and adjust claims for losses which occurred between 1st of November, 1855, and 1st of December, 1856.

Your petitioner respectfully represents: That he came into Kansas Territory in the spring of 1856, and that he made a claim one mile north of Osawatomie, and that he there settled upon the said claim, and subsequently pre-empted the same; that he was a citizen of Kansas in the summer and fall of 1856, and is now a citizen of Kansas, and that in the month of June, 1856, he was taken prisoner by a band of armed men, under command of Peter Smith and others, so-called, as your petitioner believes, and taken to the house of C. H. Crane, where he there dwelt, and made to deliver his fowling-piece and full equipments, which were worth twenty-five dollars, (\$25;) and your petitioner further says that he broke ground and planted a crop of sod corn, and that in consequence of the disorder then prevailing in Kansas he was annoyed and kept from work, and lost thereby his whole

crop, valued at one hundred dollars. And your petitioner further says that, after the battle of Osawatomie, (30th of August, 1856,) he was sick, and obliged to leave, and that at the time of his leaving, which was about the latter part of September, 1856, or subsequently, and before the spring of 1857, he lost the articles hereinafter set forth in a schedule, and which forms a part of this petition. And your petitioner therefore asks for the allowance of the amount set forth in said bill or schedule annexed.

J. MERRITT ANTHONY.

Subscribed and sworn to before me this 26th day of May, 1859.

SAM'L A. KINGMAN,
Commissioner.

Schedule.

One bed tick, \$1; one quilted comfort, \$3	.	-	-	\$4 00
One common quilt, \$2; one blanket, \$4	-	-	-	6 00
Six sheets, \$3; 4 pillow cases, \$1; one pillow, \$1	-	-	-	5 00
Garden and other seeds	-	-	-	3 00
Portfolio and contents	-	-	-	2 50
One pair stogy boots, \$3 50; shoes, \$2	-	-	-	5 50
Two pair woollen pants	-	-	-	5 00
Two pair summer pants	-	-	-	3 00
One heavy overcoat	-	-	-	5 00
Four shirts, \$3; one hat, \$1	-	-	-	5 00
Six lb. coffee, \$1; two bushels wheat, \$3	-	-	-	4 00
One oil stone, \$1; one plane, \$1	-	-	-	2 00
One cross-cut saw	-	-	-	2 25
One ox bell, \$1, and strap 50 cents	-	-	-	1 50
				<hr/>
				53 75
				<hr/>

So much comes readily to my mind.

In the matter of the petition of J. Merritt Anthony.

LYKINS COUNTY, ss :

Charles H. Crane, being duly sworn, says : That he is acquainted with the petitioner, and has known him since the spring of 1856; he was a citizen of this Territory, and in the spring and summer of 1856; he was here when I left in September, 1856; was not here when I got back in March, 1857; I am unable to state when he got back, sometime in the spring of 1857. He had a gun, I don't know that he lost it, was worth about \$25; I saw these men coming; Mr. Anthony was in the road going up towards them by my house to his premises; I came over to town; I have not seen the gun since; the men came over

to town and took guns and horses here, this was in the latter part of May or fore part of June, 1856. He had bedding and clothing at my house in the summer of 1856, and resided with me; he had a trunk at my house and a portfolio, and some tools, and that is all I can say. He had a crop of corn, five acres I think; don't know what became of it; it was sod corn; ordinary the cattle troubled it some.

C. H. CRANE.

Sworn to before me May 26, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of J. Merritt Anthony.

Petitioner claims for one fowling-piece taken at first sacking of Osawatomie, June 1856	- - - - -	\$25 00
Five acres sod corn destroyed	- - - - -	100 00
Articles of personal property taken and destroyed	- - - - -	53 75
		<u>178 75</u>
The proof sustains the claim, as follows:		
The gun is allowed for	- - - - -	\$25 00
Five acres sod corn, (average rate,) 5 bushels per acre	- - - - -	25 00
Articles, per schedule	- - - - -	53 75
		<u>103 75</u>
Add interest, 2½ years, at 6 per cent	- - - - -	15 60
		<u>119 35</u>

HENRY J. ADAMS.
EDWARD HOOGLAND.
SAMUEL A. KINGMAN.

JUNE 19, 1859.

No. 312.

To the commissioners to audit and adjust claims for losses during the years 1855-'56.

The undersigned respectfully represents that he is now, and has been a citizen of Kansas Territory, since the 20th day of October, A. D. 1854; that in the summer of 1856 he had under cultivation twenty acres of land about two miles west of the town of Osawatomie; that said ground had been under cultivation the year before; that said

ground was fenced in part eight rails high and the rest was staked and ridered; that after the invasion of the town of Osawatomie the undersigned did not feel safe to remain, on account of large bodies of men roaming around the country, driving them out of the country; that he accordingly left the Territory for a short time, until order and peace were established; that upon his return in the January following he found that his fence had been thrown down and some of it was taken away, by which means he lost the crop of corn which was growing upon said ground; that said corn if it had not been destroyed would have been worth one hundred dollars.

Wherefore he prays that he may be allowed an award for the amount of said loss, with interest thereon.

A. B. JACKSON.

Sworn to before me May 26, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Orran Williams, being duly sworn, says: I am acquainted with the petitioner, and have been for eighteen years; he came to the Territory in the fall of 1854; he was a citizen in 1854, and has been ever since; petitioner had, in 1856, twenty acres of corn growing and looking well. This corn was fenced in—three sides with a nine-rail fence, staked and ridered, and the fourth side was eight rails high. The corn, as it stood, was worth \$5 an acre. Mr. Jackson was obliged to leave on the 1st of September, his life being in danger from bands of armed men, if he remained. He returned in January, 1857, not being able to return before. He and I returned to Kansas together, and we found the corn all gone and two hundred yards of his fence gone. His corn had, during his absence, been eaten up by cattle. Petitioner never recovered any of his corn, nor received any pay for it. He recovered his fence. He left no one in charge of his corn while he was away, and could not have done so.

ORRAN WILLIAMS.

Sworn to and subscribed before me this 26th day of May, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of A. B. Jackson.

The petitioner claims for 20 acres of corn, destroyed near Osawatomie, in 1856	-	-	-	-	-	\$100
The proof sustains the claim.						
Add interest, 2½ years	-	-	-	-	-	15
Total award	-	-	-	-	-	<u>115</u>

EDW. HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JUNE 9, 1859.

No. 313.

To the commissioners appointed under an act of the territorial legislature for auditing claims, approved February 7, 1859 :

The petition of Andrew H. McFadin, of the county of Lykins, Territory of Kansas, respectfully represents : That he has been a resident of said county since March, A. D. 1855 ; that during the fall of 1856 your petitioner was compelled to leave his home in said county, in consequence of difficulties at the time existing in this portion of the Territory, occasioned by large bodies of armed men roving about the country committing depredations upon the persons and property of the settlers. Your petitioner further states that during his absence, and between the 13th of October, 1856, the following property was either destroyed or carried away from the farm of your petitioner :

33 bushels wheat	\$50 00
40 bushels sweet potatoes.....	80 00
10 bushels white beans.....	20 00
3 bushels peas	6 00
40 dozen sheaves oats	20 00
1 lot farming tools	20 00
600 feet lumber	18 00
2 acres potatoes	100 00
1,000 fence rails.....	30 00
75 stock hogs, at \$4	300 00
10 fat hogs, at \$8	80 00
3 pair Poland ducks	9 00
Amounting in all to	<u>794 00</u>

Your petitioner further states that he has never recovered said property nor any part of it, nor has he received any compensation for the same. Wherefore your petitioner prays that he may be allowed his claim of \$794, with interest on the same.

A. H. McFADIN.

Sworn to before me May 26, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Andrew H. McFadin.

Godlope Ackerly, being duly sworn, says : I am acquainted with the petitioner, and have been nearly four years ; he is a citizen of Kansas, and has been since some time in March, 1855. Mr. McFadin was obliged to leave the Territory the 13th of August, 1856. He left because he was afraid to remain, his life having been threatened

by a body of armed men under command of John Brown. Petitioner returned the first part of October, 1856; had not been home to his place before October, since he left. At the time petitioner left he had some wheat, 33 bushels, worth about \$50, about \$1 50 per bushel. I helped to haul it all into the house; some sweet potatoes, about half an acre, in the ground, worth about \$15—they were worth about \$1 a bushel; some white beans, about half an acre on the ground, worth I don't know how much; some peas, over half an acre on the ground, don't know how much they were worth; some oats, some 40 dozen sheaves, worth 10 cents a sheaf; some farming tools, don't know how many he lost; some lumber, different kinds, don't know how much or what worth; some potatoes, 4 acres in the ground, don't know how much they were worth; he had some fence rails, don't know how many he lost; he bought 60 head of stock hogs, don't know how much they were worth, these were taken and never recovered that I know off; he had some fat hogs among these; he had some ducks, six or seven, worth 25 cents apiece. All this property mentioned was lost, don't know how he lost it. He has never recovered any of it, nor received any pay for it that I know of. Of the potatoes he lost he recovered some 15 or 16 bushels. All this property mentioned as lost was taken during his absence as above mentioned.

GODLOPE ACKERLY.

Sworn and subscribed to before me, this 27th day of May, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Andrew H. McFadin.

Petitioner claims for farm products, stock, &c., taken or destroyed from August to October, 1856 - - - \$794 00

He has been very negligent or very unfortunate in regard to his proof. Only one witness is produced, whose testimony is vague and unsatisfactory, further than that petitioner was driven away, and during his absence his property was taken or destroyed. Very few particulars as to how much property, when, where, how, &c.; the witness greatly differs in his estimates of value from those accompanying the petition.

The board do not consider that the amount proven exceeds
 \$200; that sum is allowed - - - \$200 00
 Add interest, 2½ years, at 6 per cent. - - - 30 00
 Total award - - - 230 00

EDWARD HOOGLAND.
HENRY J. ADAMS.
SAM'L A. KINGMAN.

JUNE 23, 1859.

No. 314.

To the honorable, the board of commissioners, appointed to examine claims under the act of the legislature of the Territory of Kansas, of February 7, 1859.

Your petitioner states that he is a citizen of Kansas Territory, and has been up to the present time ; that in the months of August, September, and October, 1856, I had taken, or was stolen or robbed from my residence, on the Pottawatomie creek, one steer, between two and three years old, valued at \$18 ; about two-thirds of the product of about six acres of oats that had been put into a stack, valued at \$70 ; one copper boiler of the value of \$4 or \$5 ; also, a part of the product of ten or twelve acres of corn, valued at \$40 ; also, the product of one acre and a quarter of turnips, valued \$52 50. I also had stolen, about the commencement of the troubles, a black mare and colt, of the value of \$60 ; none of which I ever recovered, nor have I ever received any pay for it.

Schedule of property.

One steer	-	-	-	-	-	-	-	\$18 00
Quantity of oats	-	-	-	-	-	-	-	70 00
Copper boiler	-	-	-	-	-	-	-	4 00
Corn	-	-	-	-	-	-	-	40 00
Turnips	-	-	-	-	-	-	-	52 50
Mare and colt	-	-	-	-	-	-	-	60 00
One gun	-	-	-	-	-	-	-	6 00
								<hr/>
								350 50
								<hr/> <hr/>

THOMAS TOTTEN.

Sworn to before me May 26, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Thomas Totten.

LYKINS COUNTY, ss:

George W. Smith, being first duly sworn, says : That he is the stepson of Mr. Totten, the petitioner ; Mr. Totten is a citizen of Kansas, and has been for five or six years, last past. In 1856 he had a rick of oats ; they were the oats that had grown on about six acres of land, harvested and put up in ricks. About two-thirds of these oats were taken. My father, Mr. Totten, lived on Pottawatomie creek in the summer of 1856, in the fall of 1856 he left there ; he went to Paoli ; what oats had not been taken before he left he left on the ground ; the oats were taken at different times ; Mr. Totten was absent. Corn

also was taken; it was taken out of the field; it was taken in the night and carried off; I saw the evidences of its being taken the next morning; I don't know of their coming more than once after corn; I don't know how much corn was taken; he had, I expect, about 15 acres of corn. In the summer of 1856 he lost a steer worth \$20; he was killed when we found him; the buzzards were around him; the hide and feet were there, and a butcher knife we found on the ground; the quarters had been taken off, the feet had been cut off. A copper boiler was taken; I don't know when or how; it was taken after Mr. Totten left; we left it there, and when we went back after the oats it was gone; I think it was in the winter. When Mr. Totten left he left some turnips in the field; over an acre, and less than an acre and a half; when we went after them they were gone; turnips were then worth fifty cents a bushel. In the year 1855, I think, he lost a mare and colt; I don't know how he lost them.

GEORGE W. SMITH.

Sworn to before me May 26, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Thomas Totten.

Elizabeth Totten, being duly sworn, says: She is the wife of Mr. Totten, the petitioner. Mr. Totten was a resident citizen of Kansas in August, 1856, and has been ever since. Petitioner owned a steer worth from twenty dollars to twenty-five dollars. This was taken from him and killed. He also had oats, about six acres; don't know how much they were worth. About two-thirds of these oats were taken from him. He also had a copper boiler, worth from five dollars to six dollars. This was left because we had not room to take it with the first load, and when we went back for it, it was gone. He had corn, about fifteen acres; don't know how much it was worth. It was standing in the field. Mr. Totten also had some turnips; over an acre; worth at that time fifty cents a bushel. These were not quite grown, and he left a man to take care of them, and this man said that they had been taken, a few at a time. We never got a bushel of them. Petitioner owned a mare and colt at the same time with the other things mentioned. The mare was worth fifty dollars. The colt's value I do not know. We had them running on the prairie; lost them, and at first supposed the Indians had taken them, but afterwards, when we heard that people had been stealing horses, we supposed ours had been stolen. When the property above mentioned was taken, that is, between the 1st of August and 1st of October, 1856, Mr. Totten was away from home most of the time, being in danger of losing his life if he remained at home. My son and myself were at home all this time. The evidence I had of the corn being stolen was in seeing the tracks where people had been, and here and there ears of corn broken off. Mr. Totten never has recovered any of this prop-

erty, nor any pay for it. A gun, the property of Mr. Totten, a good gun, was taken by a party of men who came to the house with their faces blackened. This was about the same time the other property was taken. He never recovered this, nor received any pay for it.

ELIZABETH ^{her} TOTTEN.
mark.

Sworn to and subscribed before me this 26th day of May, 1856.
SAMUEL A. KINGMAN,
Commissioner.

Thomas Totten, being sworn, says: That he is the petitioner in this case; that the oats taken were worth seventy dollars, I think more. The copper boiler was taken after I moved to Paoli. I moved the latter part of October. We sent for the oats a day or two after we moved. The boiler was gone, as we were informed. The boiler, I think, was worth five dollars. It was a copper boiler, partly worn. There was about twelve acres of corn in my field, that belonged to me. I think about forty dollars worth of corn had been taken from the field about gathering time, and before gathering time.

Bodies of men were passing through the country using property as they chose. There was an acre and a quarter of turnips, not fully grown when we left. They looked well. I think there would have been one hundred and twenty-five or one hundred and thirty bushels in the field, worth, in the field fifty cents a bushel. The mare and colt were worth sixty dollars or more. They were missing in the fall of 1855, I think late in the season. I can't fix the time certain. They were missing; I believed they were stolen. The gun was worth six dollars or seven dollars. I have never got it. I only know how the gun went, from my wife's statements.

THO'S TOTTEN.

Sworn to before me May 26, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Thomas Totten.

Petitioner claims for one steer - - - - -	\$18 00
Quantity of oats - - - - -	70 00
Copper boiler - - - - -	4 00
Corn, \$40; turnips, \$52 50; mare and colt, \$60; gun, \$6 -	158 50
	<u>250 50</u>

The proof sustains the claim generally; but the prices are in some respects so indefinitely sustained, that it is believed that the amount

claimed is sufficient to include interest. The claim is allowed accordingly, at - - - - - \$250 50

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JUNE 13, 1859.

No. 305.

To the commissioners appointed under an act of the territorial legislature, approved February 7, 1859 :

The petition of David G. Watt respectfully represents : That your petitioner has been a resident of the Territory of Kansas since April, 1856; that some time during the month of August, 1856, a company of armed men, about fifty in number, under the command of Captain Davis, invaded the county of Franklin, where your petitioner then resided, and took from his possession the following described property :

One rifle, worth	- - - - -	\$30 00
One lady's breastpin, (gold)	- - - - -	5 00
One pistol	- - - - -	2 00
		<hr/>
		37 00
		<hr/>

Your petitioner further states that he has never recovered any of said property, nor received any compensation for the same. Wherefore your petitioner prays that he may be allowed the sum of thirty-seven dollars, with interest.

DAVID G. WATT.

Sworn to before me May 27, 1859.

SAMUEL A. KINGMAN,
Commissioner.

TERRITORY OF KANSAS, *County of Lykins, ss :*

John E. Blunt, of the county of Franklin, in said Territory, being duly sworn, says : That he is well acquainted with David G. Watt, the petitioner named in the foregoing petition ; that he has been a resident of said Territory since April, 1856 ; that during the month of August, 1856, a company of armed men, under the command of Captain Davis, invaded the county of Franklin, where said petitioner then resided, and took from said petitioner the following property :

One rifle, worth	\$30 00
One gold breastpin.....	5 00
One pistol flask.....	2 00
	<hr/>
	37 00
	<hr/>

That said petitioner has never received said property to the knowledge of deponent, nor received any compensation for the same.

J. E. BLUNT.

Sworn to before me May 29, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of David G. Watt.

Petitioner claims for property taken from his house by				
Captain Davis, of Linn county -	-	-	-	\$37 00
The proof sustains the claim.				
Add interest, 2½ years, at 6 per cent.	-	-	-	5 55
				<hr/>
Total award	-	-	-	42 55
				<hr/> <hr/>

EDW'D HOOGLAND.
HENRY J. ADAMS.
SAM'L A. KINGMAN.

JUNE 17, 1859.

No. 317.

To the board of commissioners appointed to hear and determine claims, under the act of February 7, 1859 :

The petitioner, John Lay, states: That he is a citizen of Kansas, and has been since April, 1855; that in the month of August, 1856, he was residing on his claim, on Marais des Cygnes, near Bondi's ford, in Lykins county, Kansas Territory, and at that time, besides other property, he was the owner of a black horse, six years old, worth \$175; about the 24th or 25th of August I had worked the horse all day and turned him out at night, with a yoke on to keep him from jumping; in the morning after he was gone I found the yoke about 300 yards from my house; it had been taken off, not broken off; I have never seen the horse since; heard of him directly after he was taken; heard he was at Mockaby's or Mockbee's, on the State line; was afraid to go after him; he was turned out with my father's horse, which could not be caught without driving him into a lot; father's horse was there in the morning; the horses had been bought of one man, and had worked together before and after we bought them.

JOHN LAY.

Sworn to before me May 27, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Thomas M. Horton, being duly sworn, says : He is acquainted with the petitioner ; he is a citizen of Kansas, and has been since April, 1855 ; I know he owned a large black horse ; I judged the horse to be about five or six years old ; he was a good farm horse ; he was worth then \$150, as horses rated. About the 24th or 25th of August, 1856, I know that Mr. Lay had the horse, and on the next morning he was gone ; Mr. Lay was hunting him, and said he was gone ; I never saw the horse afterwards ; I was his neighbor then and continued to be so, and would have seen the horse if he had been in the neighborhood, or in the possession of Lay. About the 4th of September, 1856, a man by the name of William Fry told me he had seen the horse at Mockbee's, just in the edge of Missouri ; that he was brought there by an Alabamian by the name of Fare ; I do not know whether this was true or not ; Fry lives in Missouri, or did the last I knew of him ; this horse was taken about five miles from Osawatomie westerly.

THOMAS M. HORTON.

Sworn to before me May 27, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of John Lay.

Petitioner claims for one large black horse stolen from him,
near Osawatomie, August 24 or 25, 1856 - - \$175 00

The evidence is as satisfactory as the generality of such cases. Witness estimates value of horse \$150.

Allowed - - - - -	150 00
Add interest, 2½ years, at 6 per cent. - - - - -	22 50
Total award - - - - -	172 50

EDW'D HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

JUNE 10, 1859.

No. 318.

To the commissioners appointed to audit claims for property taken or destroyed, under the act of February 7, 1859:

The petitioner, David B. Wilson, states : That he is a citizen of Kansas Territory, and was in August, 1856 ; that he sustained losses between the 1st of November, A. D. 1855, and the 1st of December, A. D. 1856, as follows :

Ten acres of corn, at \$7 per acre - - - - -	\$70 00
Three acres of sod corn, at \$3 per acre - - - - -	9 00

Two acres turnips	-	-	-	-	-	\$6 00
Potatoes and garden	-	-	-	-	-	6 00
One cook stove and trimmings	-	-	-	-	-	23 00
One cherry table	-	-	-	-	-	7 00
Six Windsor chairs	-	-	-	-	-	6 00
One wood clock	-	-	-	-	-	5 00
Two bedsteads	-	-	-	-	-	8 00
Two boxes soap	-	-	-	-	-	3 00
Tinware	-	-	-	-	-	2 00
One lot of stoneware	-	-	-	-	-	2 00
One lot of queensware	-	-	-	-	-	3 00
Three smoothing irons	-	-	-	-	-	1 50
Two washboards	-	-	-	-	-	80
One washtub	-	-	-	-	-	1 00
One lot of boxes and barrels	-	-	-	-	-	3 00
Half barrel of cider vinegar	-	-	-	-	-	5 00
One lot of carpenters' and joiners' tools	-	-	-	-	-	30 00
Six hundred clapboards	-	-	-	-	-	9 00
One garden spade	-	-	-	-	-	1 00
One teakettle	-	-	-	-	-	1 00
One meal sieve	-	-	-	-	-	50
Two slates	-	-	-	-	-	50
						<hr/>
						203 30
						<hr/>

This property was taken in August, 1856, from my claim, adjoining the town of Osawatomie on the north; I left my claim on the 22d or 23d of August, and got out of the Territory, on my way to Illinois, on the 31st of August; I left with the intention of returning as soon as I could; I came back last October or November; I had some property in Illinois, and could not come back without selling it; as soon as I sold we came back to the Territory, and have remained here with my family ever since I got back; I came to the Territory the 2d day of May, 1856, and remained here till I left, as stated above; I left the things stated in the petition on my claim; a brother-in-law of mine, D. W. Collis, rather promised me to look after the things I so left; I have never got them, nor any pay for them.

D. B. WILSON.

Sworn to before me May 27, 1859.

SAMUEL A. KINGMAN.

Commissioner.

In the matter of the petition of David B. Wilson.

LYKINS COUNTY, ss:

Jackson Hendrix, being first duly sworn, says: That he is acquainted with the petitioner, David B. Wilson; has known him for three years; he came to the Territory in May, 1856, and settled on a claim which he bought, north of Osawatomie, adjoining the town site; he had his family with him, consisting of a wife and five children; he remained on his claim up to the 22d of August, 1856,

when he left for Illinois with his family ; he left because he was afraid to leave his family here ; I sold him the claim and lived with him till he left, and went with him to Illinois, and returned with him last fall ; when he left he left fifteen acres of corn, or thereabouts ; ten acres of this was old ground corn, and looked like it would make a good crop ; the sod corn looked common ; the corn was worth five or six dollars per acre ; he had about two acres of turnips ; I don't know what they were worth then ; they looked very well ; he had a garden and potatoes ; don't know how many ; must have been worth eight or ten dollars ; his cooking stove and utensils were left in the house, worth \$25 ; he had a good cherry table ; don't know what it was worth ; guess it was worth three or four dollars ; he had a set of Windsor chairs ; they were new ; they were worth here five or six dollars ; he left a wooden clock, worth ten dollars ; two bedsteads, worth about six or seven dollars ; considerable of a box full of soap, worth two dollars, I guess ; tinware, worth two dollars ; stoneware, worth two dollars ; queensware, worth three dollars ; two smoothing irons, worth two dollars ; a washboard, worth fifty cents ; one wash-tub, worth one dollar ; about four gallons of vinegar, worth three dollars and twenty cents ; a lot of boxes and barrels, worth two dollars ; a lot of carpenters' and joiners' tools, worth thirty or thirty-five dollars, may be more ; between twelve hundred and seventeen hundred clapboards, worth one dollar per hundred, (I made them myself ;) spade, worth seventy-five cents ; teakettle, worth fifty cents ; sifter, worth fifty cents ; two slates, worth seventy-five cents. These things petitioner left in his dwelling-house and smoke-house ; his brother-in-law, D. W. Collis, who lived in town, rather promised to take care of them for him ; I don't know what became of them, except from hearsay ; it was his intention to return to the Territory as soon as times would admit of it ; he did not come back till November, 1858, and is living two miles northerly from Osawatomie.

JACKSON HENDRIX.

Sworn to before me May 27, 1859.

SAMUEL A. KINGMAN,
Commissioner.

John Sharkey sworn : Mr. Wilson was a resident of the Territory in the summer of 1856 ; he had a crop of corn ; this was lost during the disturbances here ; he had potatoes ; don't know of turnips or oats ; he was farming just north of town ; I sold him goods ; I think he left the week before the burning of Osawatomie because of the troubles here, and rumors that were current here that the Missourians had threatened to murder every man living on the Pottawatomie and Marais des Cygnes ; on account of these rumors nearly the whole country became depopulated.

JOHN SHARKEY.

Sworn to before me May 27, 1859.

SAMUEL A. KINGMAN,
Commissioner.

James Williams, being first duly sworn, says: That in the summer of 1856 he was living adjoining to Mr. Wilson, north of Osawatomie; knew Mr. Wilson; he left the Saturday before the 29th of August that year, being afraid to stay with his family; he left a table and six chairs in the house, and some barrels, stove, clock, two bedsteads, part of a barrel of cider vinegar, and six hundred clapboards. These are all the things that I can now remember of seeing there in the house after Mr. Wilson left; Mr. Wilson left here on Saturday; on Monday Mr. D. W. Collis, his brother-in-law, came and hauled them away; if there were other things in the house he took them too; he cleared the house of its contents; these things were brought to Collis's house in town, and the Saturday afterwards burned in his house, with the exception of the bedsteads; these were worth fourteen dollars, were not burned, and were sold by Mr. Collis; he sold the stove damaged by the fire for five dollars; sold the clapboards; Mr. Collis also sold the corn; his potatoes, garden, and turnips, worth twelve dollars, were appropriated afterwards, during the fall, by the inhabitants to their use; Mr. Wilson had 10 acres of old ground corn; 3 acres of sod corn; 2 acres of turnips; the corn and turnips were worth what Mr. Wilson has charged for them; Mr. Collis sold the corn; Mr. Collis is in Illinois; he was wounded in the battle here and left in September afterwards; he has been here since then; these articles charged in Mr. Wilson's schedule that I remember are valued reasonable enough. Mr. Wilson has received no pay for the things sold by Mr. Collis, so far as I know.

JAMES WILLIAMS.

Sworn to before me May 27, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of David B. Wilson.

Petitioner claims for crops destroyed - - - - -	\$91 00
For furniture and property destroyed by burning of Osawatomie - - - - -	112 30
	<hr/>
	203 30
	<hr/> <hr/>

The proof sustains the claim, but enough of the stuff was saved, or sold by his agent, D. W. Collis, to offset the interest. The claim is allowed as presented.

EDWARD HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

JUNE 22, 1859.

No. 318.

To the commissioners appointed by an act of the territorial legislature, approved February 7, 1859 :

The petition of Patrick Devlin respectfully represents : That he has been a resident of the Territory of Kansas since the fall of 1855; that on or about the 30th of August, 1856, a large company of armed men, under the command of John W. Reed, invaded the county of Lykins, burned the town of Osawatomie, and either carried away or destroyed the following property belonging to your petitioner :

One trunk, worth	-	-	-	-	-	-	\$8 00
Contents of trunk, being clothing, jewelry, &c.	-	-	-	-	-	-	32 00
							40 00
Amounting to	-	-	-	-	-	-	40 00

Your petitioner further states that he has never recovered said property, or any portion thereof, nor received any compensation for it. Wherefore your petitioner prays that his demand of forty dollars may be allowed, with interest.

PATRICK DEVLIN.

Sworn to before me May 28, 1859.

SAM'L A. KINGMAN,
Commissioner

In the matter of the petition of Patrick Devlin.

LYKINS COUNTY, ss :

James Stotts, being first duly sworn, says : That he is acquainted with the petitioner, and that he is a citizen of Kansas, and has been since August, 1855. On the 30th of August, 1856, said petitioner lost a trunk of clothing of which he was the owner; it was at Lake's store, in Osawatomie, and was burned with the store on that day by General Reed's and Parson White's men. I had seen the trunk and clothing, and think they were worth \$40 or \$45.

JAMES STOTTS.

Sworn to before me May 28, 1859.

SAMUEL A. KINGMAN, *Commissioner.*

In the matter of the petition of Patrick Devlin.

Petitioner claims for property taken or destroyed at burning of Osawatomie	-	-	-	-	-	-	\$40 00
The proof sustains the claim.							
Add interest, 2½ years, at 6 per cent.	-	-	-	-	-	-	6 10
Total award	-	-	-	-	-	-	46 10

EDW'D HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

JUNE 9, 1859.

No. 319.

To the commissioners appointed under an act of the territorial legislature, approved February 7, 1859:

The petition of James Stotts respectfully represents: That he has been a resident of the Territory of Kansas since the fall of 1854; that some time during the month of September, 1859, when this portion of the Territory was in a disturbed condition, occasioned by large bodies of armed men roving about the Territory, committing depredations upon the persons and property of the settlers, a body of armed men took from the possession of your petitioner the following described property:

One span of horses, worth	-	-	-	-	-	-	-	-	\$185 00
One set of harness	-	-	-	-	-	-	-	-	25 00
One hack	-	-	-	-	-	-	-	-	116 00
One saddle	-	-	-	-	-	-	-	-	8 00
One lot of clothing	-	-	-	-	-	-	-	-	15 00
Bed-clothing, three blankets, and one quilt	-	-	-	-	-	-	-	-	15 00
									364 00
Amounting in all to	-	-	-	-	-	-	-	-	364 00

That said property has never been returned, nor any portion thereof, nor any compensation for the same. Wherefore your petitioner prays that his account of \$364 may be allowed, with interest.

JAMES STOTTS.

Sworn to before me May 28, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of James Stotts.

LYKINS COUNTY, ss:

A. D. Alderman, being duly sworn, says: That the petitioner, in the month of August, 1856, lost two horses, harness, and hack; horses were worth \$200; harness was worth \$25; hack was worth \$110, or more; his hack was taken from Osawatomie, a day or two after the town was burned, by James Hughes, and started for Missouri; Stotts had started for Indiana; a man by the name of Higgins drove his horses down into Missouri about the last days of August, and they were taken from him by the Alabamians; I don't think Stotts was here when they were taken; the harness went with the hack; he has never gotten these things to my knowledge; he had a saddle, but I don't know what became of it, worth, probably \$10 or \$12. Hughes just took the hack, as he did other things, without leave.

his
A. D. × ALDERMAN.
mark.

Sworn to before me May 28, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of James Stotts.

LYKINS COUNTY, ss :

Patrick Devlin, being first duly sworn, says : That he is acquainted with the petitioner, James Stotts; has known him since August, 1855; he remained in the Territory from that time till September, 1856, a citizen; then left the Territory for Indiana, and was gone four or five months; then came back and has been a citizen ever since. On the 30th of August, 1856, petitioner was the owner of a span of horses; one cost him \$110, and was worth that amount; the other was worth \$75 or \$80; a set of harness, worth \$25; a hack, which cost him \$115, and was worth that amount; and a lot of clothing and bedding, worth say \$35 or \$40. This property was all in town that day, and was taken off or destroyed by fire by the men who came in that day, under the lead of Reed, Parson White, and others, and was a total loss to the petitioner. He has never recovered the property nor any part of it.

PATRICK DEVLIN.

Sworn to before me May 28, 1859.

SAMUEL A. KINGMAN, *Commissioner.*

In the matter of the petition of James Stotts.

Petitioner claims for one span of horses	-	-	-	-	\$185 00
Harness, \$25; hack, \$115; saddle, \$8	-	-	-	-	149 00
Clothing, \$15; bed-clothing, \$15	-	-	-	-	30 00
					364 00
(Burning of Osawatomie.)					
The evidence sustains the claim.					
Add interest, 2½ years, at 6 per cent.	-	-	-	-	54 60
					418 60
Total award	-	-	-	-	418 60

EDW'D HOOGLAND.
 SAM'L A. KINGMAN.
 HENRY J. ADAMS.

JUNE 2, 1859.

No. 320.

To the commissioners of claims appointed under the act of February 7, 1859:

Your petitioner, Samuel Geer, represents and states : That he is a citizen of Kansas, and has been since the spring of 1855; that during the years 1855 and 1856 he was living in Osawatomie, and engaged

in business as a tavern keeper and also in the sale of goods, groceries, drugs and medicines, being a general stock of a quality and variety to suit the wants and demands of a new population; that when he first came into the town he had a stock of about \$10,000 worth of the various kinds and varieties of goods set forth above; that till the losses hereinafter described took place he continued to sell and add to his stock of goods from time to time as the necessity of his business seemed to require, but before the losses he had considerably reduced his stock of goods, investing the same and their proceeds in houses; he continued this use of his capital till the 6th day of June, 1856, when an armed body of men, about one hundred in number, entered the town of Osawatomie, under the command of one Peter Smith and other notables of the State of Missouri, came into the town of Osawatomie, and broke into my storeroom and took therefrom hats, caps, clothing, and other articles, of the value in all of one hundred and fifty dollars; also one double-barrelled shot-gun of the value of twenty-five dollars; and at the same time they took a horse, a dark bay, seven or eight years old, of the value of one hundred and seventy-five dollars; he was one of a span of splendid horses; they took the best one, and left the other, only to be taken by another set of the same kind of men at a later period.

On the 30th day of August, 1856, a body of about four hundred armed men, under the command of General Reed, of Missouri, entered the town of Osawatomie, and, among other things which they did that day, they took, burned, destroyed, or carried away all my property in Osawatomie and all I had except some few cattle and a few light dry goods, which I had got away. The list of property taken or destroyed by them and lost to me is as follows:

One two-story frame house, 30 by 30 feet, worth.....	\$1,400 00
One one-story log dwelling, 18 by 20 feet, worth.....	400 00
One log house for smoke-house and extension roof, 18 by 18 feet.....	300 00
One double log house for ice-house, 16 by 16 feet.....	150 00
One frame stable, 14 by 24 feet.....	250 00
One heavy two-horse wagon and harness.....	115 00
One large bay horse.....	135 00
Household furniture, bedding, beds, bedsteads, stoves, chairs, tables, clocks, all the furniture and conveniences of my hotel.....	500 00
Stock of lard, bacon, and other articles in the smoke-house..	300 00
Liquors, brandies, wines, cherry brandies, sirups, molas- ses, &c.....	300 00
Drugs, medicines, paints, oils, &c.....	1,000 00
Hardware, dry goods, clothing, groceries, &c.....	2,000 00
Postage stamps and stamped envelopes.....	63 23

The horse in this last list was taken a few days before by some persons to petitioner unknown, and has never been seen or heard of by him since. He had driven him into the country a few miles, and at night he was taken. The country then was full of men bent on mis-

chief. In explanation of the last item, petitioner states that at that time he was postmaster, and had the stamps and envelopes on hand to the amount charged, the property of the office, which, with the contents of the post office, were carried off or burned up. The government held him responsible for them, and he has paid for them. All his books and papers were destroyed at the same time, and he has no memorandum or other means of making out anything like an invoice list of the goods lost, but they are set forth above as I estimated them at the time of the losses and presented them to General Strickler afterwards, except the post office stamps, which I have been compelled to pay for by the government since I presented the claim to General Strickler. During the spring and summer of 1856, while I was engaged as hotel keeper and in the sale of dry goods and groceries, the condition of the country and the safety of the town seemed to require some organization on the part of the citizens for mutual protection. Such an organization was effected, and the men, while on duty, were necessarily compelled to draw on the citizens here for support, and on six different occasions armed companies of militia were called to the town by the threatening aspect of affairs to assist in defending the town against the plundering bands in the country; portions of these men came to my house, ate, and went away without paying; others went to my store and got such things as they needed, and to my stable and got grain for their horses, sometimes with my knowledge and sometimes without. To resist was useless. Those in command, directly or through others, said: "These men must have these things, and if they are left to come and supply themselves they may take more than is necessary." I submitted to the necessity of the case, knowing that armed hungry men would have food on their own terms in the absence of civil law and the complete ascendancy of the military power. In this way I had used of groceries, provisions, victuals, forage, &c., to the amount of one hundred and eighty-five dollars at least, which, though not taken by absolute immediate force, were yet as involuntarily surrendered as though taken with violence. It is also due to truth to say that I permitted and suffered these things with less of pain from my friends than would have been the case, and later was the case, when my enemies stripped me of everything I had. This last item I submitted to General Strickler, but was told by him it would not be allowed, and therefore it was not included in my petition filed before him. Again, with the other matters, it is submitted to this board for their examination, and the petitioner prays for such damages on his losses as the law and testimony in the case will authorize. The losses hereinbefore set forth were total and complete, and the petitioner has received no compensation or remuneration therefor in whole or in part.

SAMUEL GEER.

Sworn to before me May 17, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Samuel Geer.

LYKINS COUNTY, ss :

James J. Holbrook, being first duly sworn, says : He is acquainted with the petitioner, and has been since the spring of 1855 ; that he is a citizen of Kansas, and has been since the spring of 1855. At that time he came to Osawatomie from Kansas City with a stock of goods and groceries, and opened a store in this place. During the spring and summer of the year 1856 he was keeping a hotel in this place, and was likewise engaged in selling goods ; of which he had a general assortment of dry goods, groceries, hardware, and drugs, adapted to the wants of a new and increasing population. I was in his employment as clerk ; was well and intimately acquainted with his business and the stock on hand. The stock which Mr. Geer had on hand when he commenced I did not see till two months afterwards. I commenced as his clerk some time in the winter of 1855-'56.

On the 6th of June, 1856, I was a prisoner in the camp of Captains Cook, Bell, and Smith, being an army organized at Westport, Missouri. This body of men were dispersed by Colonel Sumner ; again united, and, instead of returning, made a camp at Paoli, where I was taken prisoner, and held in custody about two hours. While I was there a prisoner, a body of men, numbering one hundred or over, under the command of one Peter Smith, of Westport, Missouri, started in the direction of Osawatomie, and swore they were going down to burn the damned abolition hole. It was some days before I got back to Osawatomie. When I got back I found Mr. Geer's store had been broken into, and several articles missing from there, and also from the post office. As I had been gone several days I could not tell, from my knowledge, what had been sold and what had been taken. Mr. Geer remarked to me, at the time, that in the neighborhood of \$150 worth of goods had been stolen from the store ; and I believe, from my knowledge of all the circumstances, that that amount of goods was taken at that time. His horse, a dark bay, one of a span, worth in my judgment \$200, was gone, as was also a double-barrelled shot-gun, worth \$25. They were understood to have been stolen. I have lived here ever since, and have never seen them. The reason I did not get to Osawatomie sooner was, that, upon my release, I went to the camp of Colonel Sumner to try and obtain aid to prevent the town from being destroyed.

On the 30th of August, 1856, Osawatomie was entered by a band of armed men under the command of General John W. Reed, of Missouri, numbering about four hundred men. They came into town about sunrise, having travelled all night. The intention was to have reached here at midnight, and murder the people here, as they threatened ; but the lower ford being guarded, they were under the necessity of making a circuit of seven miles, and did not reach here till sunrise ; and, among the other things which they did, they burned down five buildings of petitioner, of the size as described in his petition. The storeroom was 30 by 30, and two stories high, finished complete, with ceiling on the inside. This building was worth, judg-

ing from its cost, at least \$1,500 or \$1,600; a good frame, pine flooring and roofing, panel doors, and good windows. The dwelling-house was of hewed logs, 18 by 20, good floor above and below, good roof, and ceiled; was worth \$250 or \$300. The smoke-house was 18 by 18, with a roof extending ten or twelve feet to the house, was of logs, worth \$200. The ice-house was 16 by 16 feet, double walls of logs, and worth \$150 at least. The stable was a frame, 14 by 24, a story and a half high, worth \$250. At the same time the same men burned a wagon, and burned up or took away a double harness. The wagon was afterwards repaired at an expense of \$60, and was not as good as before. The harness and the damage to the wagon was \$110 or \$115. I was at that time an inmate of his family, and had a knowledge of its contents generally. The most of it was destroyed by the fire or carried away. I think that the amount lost in this way was \$500. He had a large stock of bacon and lard and other articles in the smoke-house that was burned; this was all gone. It could not have been worth less than \$300 or \$400 in value. I know that Mr. Geer had a good stock of liquors and wines. He had one cask of wine and one of brandy, untapped, and one barrel of wine, parts of barrels of molasses and sirup, some cherry brandy, (a small cask nearly full,) and some good Bourbon whiskey, and some sirups suitable for flavoring, and soda, in all worth at least \$300. He had an assortment of drugs, medicines, paints, oils, &c., worth \$800 or \$1,000, and an assortment of hardware, dry goods, groceries, clothing, &c., worth at least \$2,000. His books and papers were destroyed. I form my opinion of its value from my previous knowledge of the stock, and being in the house up to within an hour of the time of its being burned down. Mr. Geer at the time was postmaster, and had the office in his store. That was burned among the other things. I was his deputy at that time. There were a large lot of stamps and stamped envelopes in the office at the time. These were all missing, as well as the post office books and blanks. About two or three days before the burning, Mr. Geer, with another horse, drove his last bay horse out into the country four miles, to take his family into a place of safety; that horse was taken the same night; he was worth, in my judgment, \$200. Mr. Geer has put the horses in too low. I have heard of the horse in the Missouri camp, but have never seen him since. I have heard read the petition of Mr. Geer as to the losses incurred by reason of trespasses, from time to time, in the summer of 1856, and state that the facts therein set forth were in my own knowledge, and are substantially true, and do not think the amount charged therefor, \$185, is too large.

JAMES J. HOLBROOK.

Sworn to before me May 18, 1859.

SAMUEL A. KINGMAN,
Commissioner.

John Sharkey, being duly sworn, says : That in the summer of 1856 he was a merchant, engaged in business in the town of Osawatomie, Kansas Territory, and was acquainted with the stock of the petitioner, was often in his store, and, being engaged in a similar business, took notice of petitioner's stock, and thinks that his stock was as full as usual on the 30th August, 1856. I think that the sum of \$3,300, which he has charged for his whole stock, is full moderate. I know that he had a large lot of meat and lard, but don't know the amount. I don't know certain what his houses were worth. At the time he built we had no saw-mill, and had to haul our lumber and shingles and building material from Kansas City. Hauling was high ; it was costly work to build. I think his charge is not too high. I know, generally, that he lost his property on the 30th August, 1856. I know his buildings were burned, but I can't state particularly the kind or value of his furniture or the contents of his house, except the storeroom. Mr. Geer was postmaster at the time. I was his successor. He paid me (I think during the summer of 1858) \$63 23, due by him to government as postmaster. What was the origin of this indebtedness I don't know of my own knowledge. The post office was burned up with his building, having been previously robbed. You could find letters all along the road, scattered by the men who broke into the office.

JOHN SHARKEY.

Sworn to before me May 20, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Samuel Geer, being duly sworn, says : That the facts stated in his petition are true ; that at the time his house and property was burned he was postmaster, and that he kept the stamps and stamped envelopes in the office, being in one corner of my storeroom where my goods were kept ; I cannot state exactly the amount, but I think it was in the neighborhood of \$60; these were all stolen or burned ; I reported the facts to the Postmaster General of the loss of these things by fire and theft, and also my books and accounts ; he forwarded me another lot of stamps which I paid for, and supposed I would not be held accountable for the destroyed property, but after Mr. Buchanan became needy and short of funds my account was presented, and I was drawn on for the amount of \$63 23, being the real amount of my loss through the post office ; the draft that I now show to the board, dated March 29, 1858, is what I had to pay ; my other accounts were squared up before I was removed, in the spring or summer of 1857, from the post office here ; the charge in my petition of \$185 is just, and the facts stated in my petition are true, and are in my own personal knowledge.

SAMUEL GEER.

Sworn to before me May 27, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Samuel Geer.

LYKINS COUNTY, ss :

W. W. Updegraff, being duly sworn, says : That he has read the charge of petitioner of \$185, for articles taken from his house, store, and barn, and provisions eaten (property of petitioner) previous to the 30th of August, 1856, and can state that the facts therein stated in relation to that charge are within my personal knowledge, and are true. I was part of the time in charge of a company here, and had general sources of information at that time ; of course I cannot state the exact amount so taken, but think it was at least as much as is charged in the petition.

W. W. UPDEGRAFF.

Sworn to before me May 19, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Samuel Geer.

Petitioner claims for five buildings and other property destroyed at Osawatomie.....	\$7,448 23
The evidence warrants an award in his favor for.....	7,200
Interest, 2½ years, at 6 per cent.....	1,080
Total award.....	<u>8,280</u>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JULY 1, 1859.

No. 321.

To the commissioners appointed to audit the claims for property taken or destroyed under the act of February 7, A. D. 1859 :

The petitioner, Daniel Goodrick, states : That he is a citizen of Kansas Territory, and was in August, A. D. 1856 ; that he sustained losses between the 1st of November, 1855, and the 1st of December, 1856, as follows :

15 acres corn, at \$10.....	\$150
50 hogs, at \$4.....	200
	350
	350

This property I have never got back, nor any pay for it.
DANIEL GOODRICK.

Sworn to before me May 28, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Daniel Goodrick.

LYKINS COUNTY, ss :

William W. Goodrick, being duly sworn, says: That he is a son of petitioner; he is 22 years of age; his father came to the Territory in the spring of 1856, and left the last day of August, 1856, and returned the 9th of April, 1857; has been here all the time on his claim, three miles northwest of Osawatomie; when he left he left fifteen acres of corn, six acres of old ground, and nine acres of sod corn; this corn was worth ten dollars an acre when we left it; when we returned in the spring it was all gone; we had a good many hogs, fifty head as near as I can come to it—all sizes; I could not tell with any certainty at all how many were large ones, and how many small ones, half of them I guess were large ones; I think they were worth four dollars apiece at that time, the last of August; these hogs were all left, and when we returned they were all gone; don't know how they went except from hearsay; father had a wife and four children, and left on account of the troubles; we had been threatened before the battle at Osawatomie, and after that we gathered up our things in a hurry and started for Illinois; went through by land; came back the same way in the spring.

WILLIAM W. GOODRICK.

Sworn to before me May 28, 1859.

SAMUEL A. KINGMAN,
Commissioner.

John Vanhorn, being duly sworn, says: That he lived neighbor to Mr. Goodrick, the petitioner, in the summer of 1856; he had a field of corn, I can't say how much, nor what kind; I know he left here about the last of August; I saw the corn when it was growing, about the middle of August; it looked as well as common corn; don't know what became of it; I left the neighborhood about the same time that Mr. Goodrick did, and did not return until February, 1857; saw the

field a short time after I got back; the corn was all gone, fences thrown down, even the stalks pretty well eat up and trodden down; I know that Mr. Goodrick had a lot of hogs; I don't know what became of them; I cannot tell how many he had; they were of various sizes, stock hogs; it was in the latter part of February that I got back; Mr. Goodrick came to his claim some time after I did, and has lived there ever since.

JOHN VANHORN.

Sworn to before me May 28, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Daniel Goodrick.

LYKINS COUNTY, ss :

James Johnson, being first duly sworn, says: That he is acquainted with the petitioner; has known him two years; knew him in 1856; lived myself about three and a half miles west of Osawatomie that year; don't know anything of his corn; knew that some of his hogs were destroyed that year, can't tell how many; they were killed; I saw some killed by a man by the name of King, about the middle of October, 1856; I know of one killed; don't know how many more; a great many guns were fired where his hogs run; saw the men with the guns after the hogs; don't know the men; there were three men together; saw none killed at any other time; the men had a wagon and yoke of oxen with them; I bought four of the same lot of hogs of Mr. Jackson before the cold weather came on; they were fattened on the mast; I heard O'Brien and Mrs. Totten talk with Jackson about buying pork from him; I do not know how many hogs Mr. Goodrick had, looked like a good big flock; those I bought did not weigh quite 200 pounds apiece; Jackson came from Indiana, came pretty late in the summer; if he had any hogs I did not know of it, till after the 1st of September, 1856; Jackson left late in the fall or winter; he has never come back; he started for Indiana; he was called Harvey Jackson.

JAMES JOHNSON.

Sworn to before me May 28, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Andrew Updegraff, having been duly affirmed, says: He knows the petitioner; knew him in 1856; he had some corn growing that year; some on his own place and some on Mr. Williams' place; I think he had nine acres on his own place, it was sod corn, pretty good for sod corn; corn of the same quality as petitioner's would sell in

October and November at eight or ten dollars per acre; this corn on his own place was destroyed by cattle after he left; they threw down the fence, broke in and eat up the corn; it was destroyed before the 1st December, 1856; the corn on Mr. Williams's place was gathered and hauled away; it was gathered the latter part of December or first of January; I don't know the persons who did it; I don't know anything about his hogs of my own personal knowledge; Mr. Joseph Phillips sold the corn that was hauled off; he lives in Paoli; there was a pretty good fence around Mr. Goodrick's corn at home.

ANDREW UPDEGRAFF.

Andrew Updegraff was duly affirmed to the above, before me, May 28, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Daniel Goodrick.

Petitioner claims for 15 acres corn destroyed	-	-	\$150	00
50 hogs destroyed, at \$4	-	-	200	00
			<hr/>	
			350	00
			<hr/>	
The proof in regard to the corn warrants an award in favor of petitioner for same	-	-	150	00
The proof about the hogs is too indefinite as to time and manner of loss, except one killed by a man named King, and four sold by a man named Jackson	-	-	20	00
			<hr/>	
Allowed	-	-	170	00
Add interest, 2½ years, at 6 per cent	-	-	25	50
			<hr/>	
Total award	-	-	195	50
			<hr/>	

EDW'D HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

JUNE 15, 1859.

No. 322.

KANSAS TERRITORY, *Lykins County*:

To the honorable board of commissioners appointed under an act of the legislature to audit and adjust claims.

Your petitioner, John Van Horn, represents that he is a citizen of Kansas Territory, and has been since the spring of 1855.

Your petitioner further represents that in the spring of 1856 he was

the owner and in peaceable possession of the property set down in the schedule annexed to this petition.

Three days after the battle of Osawatomie your petitioner was obliged to leave the Territory on account, principally, of his wife, though he had been warned by a stranger to leave, for his life would be in danger if he remained. He went to Westport, Missouri, and returned in February, 1857. During his absence the property mentioned in the schedule was taken or destroyed by armed men of both parties who were at that time infesting the Territory.

Your petitioner further represents that he has never recovered any of the property he lost, or ever received any pay for it.

Your petitioner therefore prays that your honorable body may award him his losses, amounting to \$745, with interest.

JOHN VAN HORN.

Sworn to and subscribed May 28, 1859.

SAM'L A. KINGMAN,
Commissioner.

Schedule.

100 head of hogs, worth \$3 a head	-	-	-	-	\$300
Gunsmith and carpenters' tools	-	-	-	-	300
Clothing and bed-clothes	-	-	-	-	50
Two bedsteads, worth \$5 apiece	-	-	-	-	10
Six chairs	-	-	-	-	5
Ten acres of corn	-	-	-	-	80
Total amount	-	-	-	-	<u>745</u>

In the matter of the petition of John Van Horn.

LYKINS COUNTY, ss:

John Calvin Van Horn, being duly sworn, says: That he is a son of petitioner; is 15 years old. My father came to the Territory four or five years ago. He left here and went to Westport, Missouri, soon after Osawatomie was burned; remained there till spring, and then moved back. He went away on account of the fuss. He left his hogs and corn, some tools—a few tools. He left about 200 hogs. I can't tell exactly how much corn; there was ten acres, I believe, in the field of corn—pretty good corn; left some guns, I believe; he was a gunsmith. I don't remember of anything else that we left. While we were moving from Missouri, a little beyond Indian creek our wagons broke down, and we left the tools, bedsteads, bed-clothes, and chairs; left them with Mr. Sackett, a Shawnee Indian. I never saw these things any more, except some tools, which looked like they had been in the fire.

In the fall or spring after that I saw the place where we left these things; the cabin had been burned down. My father hired a man to bring these things out to our claim, but I have never seen them. When he brought the other things he said these things were burned. This was in February, after Osawatomie was burned, that we left the things there. When we got back the hogs were all gone, and so was the corn. I don't know how any of it went, except from hearsay. The hogs were little and big, and all sizes; hardly know what they were worth, nor can I tell what the corn was worth. Ours was old ground corn.

JOHN CALVIN ^{his} + VAN HORN.
mark.

Sworn to before me May 28, 1859.

SAM'L A. KINGMAN,
Commissioner.

James Johnson, being duly sworn, says: That he knew the petitioner; that in the summer of 1856 he had ten acres of corn, and that he left a short time after the battle at Osawatomie; left his corn growing. He was gone all the fall and part of the winter. I don't know what became of his corn, except from hearsay. I know he had a good many hogs, but don't know what became of them. To the best of my knowledge, the corn was all gone when Mr. Van Horn returned.

JAMES JOHNSON.

Sworn to before me May 28, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of John Van Horn.

Petitioner claims for 100 head of hogs, at \$3	-	-	-	\$300
Gunsmith and carpenters' tools	-	-	-	300
Clothing and bed clothes	-	-	-	50
Two bedsteads, at \$5 each	-	-	-	10
Six chairs	-	-	-	5
Ten acres of corn	-	-	-	80

745

The proof in this case is unsatisfactory, being vague and indefinite, and the principal witness being petitioner's son, 15 years of age, whose recollection appears quite indistinct.

The inference is necessarily drawn from the testimony that the household and mechanical property claimed for was probably lost principally through petitioner's neglect, in leaving same at an Indian's,

and neglecting to go for it. If destroyed, it was after 1st December, 1856. No date fixed, save February, after the burning of Osawatomie, which was August, 1856.

The proof in regard to the hogs is too indefinite to place reliance upon.

The claim for 10 acres of corn is probably just, (and within the ordinary range of cases and other proof relating to the neighborhood of Osawatomie,) and is therefore allowed as claimed - - \$80
Add interest, 2½ years, at 6 per cent. - - - - 12

Total award - - - - - 92

EDW'D HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

JUNE 15, 1859.

No. 323.

To the commissioners appointed by an act of the territorial legislature, approved February 7, 1859 :

The petition of Cyrus Tator, respectfully represents : That your petitioner has been a resident of the Territory of Kansas since the month of May, 1856 ; that on or about the 30th of August, 1856, the town of Osawatomie was invaded by a large company of armed men under the command of John W. Reed ; that said company at the time aforesaid, burned and destroyed the town of Osawatomie, and among others burned a building occupied by your petitioner as a law office ; that said office contained the following described property, belonging to your petitioner, which was also burned or carried away by said company, and which is particularly described in schedule hereto annexed, which schedule is made a part of this petition ; that said property has never been returned to your petitioner, nor any compensation for the same ; that the clothing mentioned in said schedule consisted of one fine broadcloth coat, three pair pants, two common coats, two vests, six shirts, one hat, and various other articles of clothing ; that there was about fifty dollars in money taken from a safe in the office, belonging to your petitioner ; amounting in all to four hundred and thirty-eight dollars and fifty-five cents ; wherefore your petitioner prays that said demand may be allowed, with interest.

CYRUS TATOR.

Sworn to before me May 28, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Schedule of books and other articles lost at the burning of Osawatomie.

Revised Statutes, New York, 2 volumes	-	-	-	-	\$12 00
Bradford's Surrogate Reports, 2 volumes	-	-	-	-	8 00
Angell on Life and Fire Insurance	-	-	-	-	5 00
Bishop on Marriage and Divorce	-	-	-	-	5 00
Collyer on Partnership	-	-	-	-	5 50
Greenleaf on Evidence, 3 volumes	-	-	-	-	16 50
Hilliards on Mortgages	-	-	-	-	8 00
Parson on Contract, 1 volume	-	-	-	-	5 50
Story on Bailments	-	-	-	-	5 00
Story on Promissory Notes	-	-	-	-	5 50
Taylor on Landlord and Tenant	-	-	-	-	4 50
Barbour's Criminal Law	-	-	-	-	5 00
Barbour's Chancery Practice, 2 volumes	-	-	-	-	12 00
Angell on Water Courses	-	-	-	-	5 00
Adams on Ejectment	-	-	-	-	5 00
Blackstone's Commentaries, 4 volumes	-	-	-	-	14 00
Bouvie's Law Dictionary, 2 volumes	-	-	-	-	10 00
Buovill on Assignments	-	-	-	-	5 00
Buovill's Law Dictionary and Glossary	-	-	-	-	5 00
Chitty on Bills of Exchange and Promissory Notes	-	-	-	-	5 00
Chitty on Pleadings	-	-	-	-	5 00
Chitty on Contracts	-	-	-	-	5 00
Cowen's Treaties	-	-	-	-	5 00
Dean's Medical Jurisprudence	-	-	-	-	4 50
Phillips on Evidence, with notes C. and H., 5 volumes	-	-	-	-	24 00
Sedgwick on Damages	-	-	-	-	5 50
Starkie on Slander	-	-	-	-	6 00
Whittaker on Form and Principal Pleading, New York Code, 2 volumes	-	-	-	-	10 00
New York Code	-	-	-	-	5 00
Dayton on Surrogate Practice and Form	-	-	-	-	5 00
Clerk's Assistant	-	-	-	-	4 00
Library of miscellaneous works	-	-	-	-	75 00
Clothing of the value of	-	-	-	-	75 00
One trunk	-	-	-	-	8 00
One trunk	-	-	-	-	5 00
					<hr/> <hr/> 394 50

In the matter of the claim of Cyrus Tator.

Charles A. Foster, being duly sworn, says: He is acquainted with the petitioner; has been acquainted with him since May, 1856; the petitioner has been a resident of Osawatomie ever since that time; that the said petitioner had in his office during the troublous times in

the summer of 1856, a large collection of law and other books ; that I have read the schedule attached to the petition ; that although I cannot identify all of said books, I can most of them ; that I should think he had as many as there mentioned ; that I am acquainted with the price of law books ; that the prices there charged are the same at which said books are sold ; said Foster further says, that said petitioner had in said office two trunks in which he kept his clothing ; that said Foster has been informed that said office with all its contents was destroyed on the 30th of August, 1856.

CHARLES A. FOSTER.

Sworn to before me May 28, 1859.

SAMUEL A. KINGMAN,
Commissioner.

James D. Clark, being first duly sworn, says: That he knew the petitioner; that his books were in an office in the town of Osawatomie, on the 30th of August, 1856 ; that on that day the said office was burned by an invading army, and the books in the office either burned or stolen ; I saw the books ; there was quite a number of law books and miscellaneous books ; I can't state the number of either, nor their value; he had two trunks of clothing, which were also burned or taken away ; they contained clothing of a good quality, worth I should think, \$75 or \$100, at a rough guess ; I don't know anything about the money; I heard about his having some at the time in a safe, that was taken out ; the safe was in his office, and was broken open at the time.

JAMES D. CLARK.

Sworn to before me May 28, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Cyrus Tator.

Petitioner claims for property taken and destroyed at the burning of Osawatomie, August 30, 1856 - - - \$438 55

The destruction of Osawatomie, burning of Tator's office, &c., is in proof in many other cases. The evidence of amount and value of apparel, books, and other property is satisfactory in general but not very definite, perhaps as definite as circumstances will now permit. It is believed, from the prices stated, that an award for the amount claimed, exclusive of interest, will be equitable. Some of the items charged are not proven by the witnesses specifically.

Total award - - - - - 438 55

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

TECUMSEH, June 10, 1859.

No. 324.

To the commissioners appointed to audit and certify claims under act of February, 1859:

Your petitioner would state that he is a citizen of Kansas, and has been since the spring of 1855; that he sustained loss and damage, between the 1st of November, 1855, and 1st of December, 1856, as follows: On or about the 1st of September, 1856, he was living on his claim, two and a half miles northwest of Osawatomie, and the owner, among other property, of two heifers, near two years old, worth \$20 each—\$40; and one steer, same age, worth \$15. That about that time the cattle were driven off to Missouri, by a man by the name of Hughes; I did not see him drive them off, but was informed that such was the fact. I lost the cattle; have never got them nor any pay for them, nor never seen them since.

ANDREW UPDEGRAFF.

The above petition was duly affirmed to be true by the petitioner, before me, May 28, 1859.

SAMUEL A. KINGMAN,
Commissioner.

John Van Horn, being duly sworn, says: He is acquainted with the petitioner; he is a citizen of the Territory, and has been since the summer of 1855. As we were moving from here to the States, about the 1st of September, 1856, my boys, while we were at Paoli, told me that there were Updegraff's young cattle. I saw the cattle; they looked like those of Mr. Updegraff, but I should not have been certain of it. I talked with Mr. Hughes, who had them; he said they were Updegraff's cattle; that he had driven them off, and was going to drive them on the next day; he started out and drove all his herd with him. He had a good large gang of cattle. I should judge those of Mr. Updegraff were worth \$15 or \$20 each.

JOHN VAN HORN.

Sworn to before me May 28, 1859.

SAMUEL A. KINGMAN.

John Calvin Van Horn, being duly sworn, says: That while his father was moving to Missouri, shortly after the battle at Osawatomie, he saw at Paoli three of Mr. Updegraff's young cattle in the possession of Mr. Hughes; knew the cattle as soon as he saw them. There

were two heifers and one steer that were Mr. Updegraff's. They had run with our cattle the year before.

JOHN CALVIN VAN HORN.

Witness: SAMUEL A. KINGMAN.

Sworn to before me May 28, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Andrew Updegraff.

Petitioner claims for two heifers, at \$20 each	-	-	\$40	00
One steer, worth \$15	-	-	15	00
Driven off from petitioner's claim, near Osawatomie, by a man named Hughes, soon after the battle.				
The proof fully supports the claim. It is therefore allowed.				
Add interest, 2½ years, at 6 per cent.	-	-	8	25
Total award	-	-	63	25

EDWARD HOOGLAND,
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JUNE 14, 1859.

No. 325.

Your petitioner, James M. Arthur, says: That on the ——— day of ———, A. D. 1856, he was a resident of Linn county, Kansas Territory, and still is a resident there; and further says, that on the day and year aforesaid and prior to that time, was compelled to flee from his home in said county for the purpose of saving his life, believing and knowing that a body of men, then infesting the country, had resolved to take his life as well as his property. Said body of men was commanded by ———, and claimed to be acting under the authority of the general government.

Your petitioner further says that during the time he was compelled to seek shelter in the woods and other secret places the body of men aforesaid destroyed, took, and carried away all his chattels and property, amounting in the aggregate to the sum of nineteen hundred and forty-eight dollars, (\$1,948.) A bill of which items is hereto attached, marked A, and made a part of this petition.

Your petitioner further states that, among other things, his house

Two houses and contents, (household furniture, goods, &c.)	-	-	-	-	-	-	\$500 00
Four stands of bees	-	-	-	-	-	-	20 00
One set of harness	-	-	-	-	-	-	25 00
Total	-	-	-	-	-	-	<u>1,948 00</u>

In the matter of the petition of James M. Arthur.

LINN COUNTY, ss:

Fergus H. Graham, being first duly sworn, says: That he is acquainted with the petitioner, Mr. Arthur; that he is a citizen of Kansas Territory, and has been since the fall of 1854. When I first came into the Territory in that fall he was living on his claim on Sugar creek, about ten miles west of Paris, in Linn county, and has lived there ever since. In the summer of 1856 I lived two or two and a half miles from petitioner; was acquainted with his farm and stock, and property generally. He had a horse, worth \$100, a good young horse. He had two pretty good-sized cribs of corn, (rail cribs,) as much as 200 bushels, I think, worth from 50 to 75 cents a bushel. He had a pretty good sized field of corn planted, somewhere in the neighborhood of 30 acres. Two houses were there, but how much household furniture I don't know. They were pretty good hewed log houses, with windows, doors, and floors, and a stone chimney between them, and worth \$350 then, at least. I recollect of seeing three of his bee stands—two at the end of his house and one at the back. They were worth \$5 a stand. In October, 1856, his house was burned. I was not there at that time. It was understood to have been burned by Captain John Erwin Brown and company. He lived in the same neighborhood. I did not see the place for two weeks after the house was burned. The corn crib was burned, corn gone, bee stands gone or burned, the fences thrown down, and part of the rails burned around his field of corn, and the corn destroyed by stock. His horse was taken. His household goods were burned, I suppose, but do not know. I have not seen them since. Corn sold in the field in the fall at 40 cents a bushel. I can't tell what his would have yielded per acre; I never examined it.

FERGUS H. GRAHAM.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of James M. Arthur.

Jesse S. Craig, being sworn, says: I am acquainted with the petitioner. On the 4th of July, 1856, Mr. Arthur lost a saddle, worth \$8, and about the same time he lost another saddle, worth \$8. I heard at about September, 1856, from various persons, that Mr. Arthur had a cow missing, worth \$25. I know Mr. Arthur had as many as 40 hogs, and I heard him complaining that they were lost and that they had been killed. They were worth I don't know how much. His houses and contents were burned and his corn destroyed. There was a pair of harness burned up in the house. Mr. Arthur owned them, and they were said to be first-rate. As far as I know, Mr. Arthur never recovered this property, nor any pay for it.

JESSE S. CRAIG.

Sworn to before me May 31, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of James M. Arthur.

LINN COUNTY, ss:

Robert C. Cottle, being duly sworn, says: He knows petitioner; that he is a citizen, and has been since 1855. Petitioner lost a right fine young horse in June or July, 1856. The horse was gone. Armed bodies of men were infesting the country and taking horses. The Georgia company were about at that time. They were the worst set of men to get horses I ever saw. The horse was worth \$100. His house was burned in September or October. It was a double hewed log house, stone chimney, doors, windows, and floors pretty good. He had ordinary furniture for a settler. Clarke was in chief command at that time, Captains Davis, Fox, Cline, John E. Brown leading squads of men. The house, with its furniture and books, was worth \$500. He had right smart of old corn in the pens in the spring; I can't say how much. I think, judging from the size of the pen, there were 200 bushels there or over. Corn, old, in the pen, was worth \$1 50 per bushel at that time. There were 25 or 30 acres of growing corn, that would have yielded 25 or 30 bushels per acre—maybe more. The corn would have been worth 75 cents a bushel at gathering time in the field. It was destroyed in the summer and fall of 1856—destroyed like all the balance of the corn in that section. The same men, while I was a prisoner, made it a rule to burn fences when they could. I know he had three or four stands of bees near his house, worth then \$5 per stand. Mr. Arthur never recovered the articles lost, nor any pay for them, that I know of.

ROBERT C. COTTLE.

Sworn to before me May 31, 1859.

SAM'L A. KINGMAN,
Commissioner.

James M. Arthur, being duly sworn, says : That he has sustained all the losses set forth in his petition, and the values therein set out are just and fair valuations ; that the contents of his house consisted of beds, bedding, chairs, two trunks of clothing, a library, embracing a full set of congressional reports, histories, treatises on law and medicine, and other works, costing me, when new, nearly \$300; cooking utensils and cupboard ware. All these were burned in the house or stolen before it was burned. A part of the furniture I had removed for safety. Sent a man the day before the house was burned for my family. He was so frightened at the appearance of things that he only waited to throw a couple of feather beds and box of clothing into the wagon, and with the family drove of. Harness was in the house worth \$25. The house and contents burned were worth \$500 and more ; I put it low. One of my saddles was taken by John E. Brown while I was away. One was taken while I was acting as sergeant-at-arms for the congressional investigating committee, and I was taken prisoner at same time. Both saddles were worth \$28. I had 40 head of hogs, worth \$150, which, in the fuss that summer and fall, were all taken or gone. I never saw them again. This property was all lost in the summer and fall of 1856, and was and continues a total loss to me.

JAMES M. ARTHUR.

Sworn to before me May 31, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of James M. Arthur.

The petitioner claims in this case, for losses in 1856, of horse, cow, hogs, corn, house and furniture, harness, and bees - - - - -	\$1,948 00
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The proof sustains the petition so far as the loss of prop- erty is concerned, and the values of the several articles with the exception of the corn in the field, reducing that value from the amount claimed to the amount proven we award - - - - -	1,723 00
Add interest, 2½ years, at 6 per cent - - - - -	258 45
Total award - - - - -	1,981 45

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 20, 1859.

No. 326.

In the matter of the petition of Thomas J. Addis, sen.

Thomas J. Addis, jr., being duly sworn, says: I am a son of the petitioner; my father is a citizen of Kansas, and has been ever since April, 1855; I have read the petition, the articles set down in the schedule were the property of my father, in September, 1855; they are correctly set down and the prices are reasonable. In September, 1855, my father left home and went to Lawrence; he was gone two days; during his absence the property mentioned in the schedule was stolen by General Reed's company; father has never recovered any of the property he lost nor received any compensation for it; at this time my father was keeping house, and the articles lost were in the house and were articles of household furniture; I helped my father make out the list put down in the petition.

THOMAS J. ADDIS, JR.

Sworn to before me May 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

William J. Addis, being duly sworn, says: I am a son of petitioner; my father was a citizen of Kansas in April, 1855, and has been ever since; I have read the petition and know that the articles therein set down are correct and the prices annexed reasonable; my father was keeping house, and the articles were household furniture belonging to him; my father left home, I think, in September, 1856; he was gone two days, for fear of the posse under the command of General Reed; during his absence these men stole his property aforesaid; he never has recovered any of his property nor any compensation for it.

WILLIAM J. ^{his} + ADDIS.
_{mark.}

Sworn to before me May 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

To the honorable the commissioners of claims of the sufferers of 1855 and 1856:

Your petitioner, Thomas J. Addis, sen., a citizen of Linn county, Kansas Territory, prays the allowance of the within bill.

Very respectfully, yours,

THOMAS J. ADDIS, SEN.

A bill of articles taken from me by the militia of the Territory of Kansas, under the command of General Reed, Atchison, and others, on the 15th day of September, at Franklin, Douglas county, A. D. 1856.

Two double coverlets, worth \$15 each	-	-	-	\$30 00
Two bed quilts, at \$10 each	-	-	-	20 00
Four bed comforters, at \$6 each	-	-	-	24 00
Five double blankets, at \$5 each	-	-	-	25 00
Two linen diaper dining tablecloths, at \$8 each	-	-	-	16 00
Two linen sheets, at \$5 each	-	-	-	10 00
Two feather pillows, at \$3 each	-	-	-	6 00
One parcel of pillow-slips	-	-	-	2 00
One lot of woman's under wear	-	-	-	8 00
Fifteen yards of bleached muslin, at 20 cents per yard	-	-	-	3 00
Masonic regalia, apron, sash, silk gloves, &c.	-	-	-	17 00
One set of silver spoons	-	-	-	12 00
One silver fountain pipe	-	-	-	12 00
One set of silver tea spoons	-	-	-	5 00
One set of table ware, plates, cups, &c.	-	-	-	10 00
One set of knives and forks	-	-	-	3 00
One set of glassware	-	-	-	5 00
Eleven tin milk pans, cost 75 cents each	-	-	-	8 25
One nest of boxes	-	-	-	5 00
Two milk buckets	-	-	-	2 00
One set of cooking stove furniture	-	-	-	5 00
One coffee-mill	-	-	-	1 50
One Britannia tea-pot	-	-	-	1 50
One hundred pounds of honey dew tobacco, at 60 cents per pound	-	-	-	60 00
One large chest of books	-	-	-	300 00
Two sets of horse harness	-	-	-	28 00
One brass clock	-	-	-	10 00
One razor-strop, razor and box	-	-	-	3 00
One Irish hone	-	-	-	5 00
One pen-knife and pen	-	-	-	2 00
One pair saddle wallets	-	-	-	8 00
One buffalo robe	-	-	-	6 00
Nineteen pounds of shot, at 15 cents per pound	-	-	-	2 49
One patent counter scales	-	-	-	12 00
One silk hat and box	-	-	-	6 00
One Osnaburg tent	-	-	-	15 00
One wagon-cover	-	-	-	5 00
Three yoke of work-oxen, at \$110 each	-	-	-	330 00
Two milk cows, at \$35 each	-	-	-	70 00
One bull calf, part Durham	-	-	-	15 00
Three heifers, part Durham, at \$20 each	-	-	-	60 00
Four ox-chains, at \$2 each	-	-	-	8 00
Three ox-yokes, ironed, at \$4 each	-	-	-	12 00
One gray mare	-	-	-	100 00
One gray stud colt	-	-	-	100 00

Fifty-six Shanghae and Cochin chickens, at \$1 each .	-	\$56 00
Two carpenter's hatchets, at \$1 25 each	-	2 00
One clock reel	-	4 00
Five pounds of starch, at 10 cents per pound	-	50
Three dress coats, at \$8 each	-	24 00
One lot of kitchen furniture, pots, tins, &c.	-	12 00
Three vests, at \$3 each	-	9 00
One lot of lead	-	1 00
Two horse collars, \$1 50 each	-	3 00
Three pounds of tea, \$1 25 per pound	-	6 25
One box of sugar	-	1 00
Twelve shirts, at \$1 25 each	-	15 00
One pair over shoes	-	1 25
One silver metal kettle	-	8 00
One case of mathematical instruments	-	25 00
Ten boxes of G. D. caps for gun	-	1 25
One box of scissors, thimbles, knife, &c.	-	1 50
One set of biting harness	-	12 00
One clothes line	-	80
Two ropes	-	1 00
One lot of horse and dog chains	-	1 50
One set of tooth-pullers	-	2 00
Damage to beds by burning them	-	5 00
Damage done house by tearing up floor, burning plank, &c.	-	10 00
Injury done to well-curb, garden fence, &c.	-	10 00
One well bucket	-	1 25
One well rope	-	1 50
One lot of preserves, glass jars, &c.	-	5 00
One wagon taken by J. H. Lane's company at Franklin on the night of August 11, 1856, and burned in the fight	-	50 00
Whole amount taken from me	-	<u>1,669 55</u>

The foregoing is a correct account of the articles taken from me and their value as near as recollected.

THOMAS J. ADDIS, SEN.

MAY 13, 1859.

The losses I sustained from the distress and disadvantage I was compelled to endure from the want of the articles taken could not be less than from two to four hundred dollars.

Very respectfully, yours,

THOS. J. ADDIS.

MAY 13, 1859.

To the commissioners of claims appointed under the act of February 7, 1859:

Your petitioner, Thomas J. Addis, sr., states : That he is a citizen of Kansas, and has been since the 6th day of April, 1855, and lived in Franklin, Douglas county, at the time the militia of the Territory, under command of General Reed and others, took the property named in the bill here presented, and marked A, as part of this petition, and that no part of said property has been returned to me, and that the value of each article in the schedule set opposite is as near as-recollected at the time. Respectfully, yours,

THOMAS J. ADDIS, SR.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Thomas J. Addis, sr.

The petitioner claims for property destroyed at Franklin, by Reed's army, on the 15th day of September, 1856, various articles enumerated in his schedule marked A, amounting to - - - - - \$1,669 55

The loss is fully proven, but the value affixed to the different items the commissioners are convinced is overestimated; the only evidence is the testimony of petitioner's two young sons; they therefore allow the claim, but reduce the gross amount 20 per cent., awarding - 1,335 64
Interest, 2½ years, at 6 per cent. - - - - - 200 34

Total award - - - - - 1,535 98

HENRY J. ADAMS.
SAM'L A. KINGMAN.
EDWARD HOOGLAND.

JUNE 20, 1859.

MONEKA, LINN COUNTY, K. T., *December 1, 1858.*

DEAR SIR: I have just learned that you are the president of the Kansas Sufferers' Society, and haste to drop you a line. I was living in Franklin on the 12th of September, 1856, when Shannon's and Woodson's militia, to the number of 2,700, came to that place under Captain Reed and other officers, who were disbanded by Governor Geary; and when they left, on the 14th day of September, took from me near two thousand dollars worth of cattle, horses, household

goods, books, and other property. Governor Geary assured me that I should be paid, and I sent my bill to his attorney, Mr. McAlister, esq., who also stated that I should be paid, but I have heard nothing since. I would have nothing to do with General Strickler when he was around, because he was one of the officers of the company who robbed me, and so I have been struggling on as best I could, almost concluding I should never get anything. If you can do anything I shall be glad. My address is Moneka, Linn county, Kansas Territory.

Respectfully, yours,

THOS. J. ADDIS, SR.

P. S.—Most all old settlers in Lawrence know me and of my losses.

No. 327.

A bill of articles taken from me and destroyed in the last of April, in Madison county, by Sheriff Steeger and company, 1856, on the Neosho river, Kansas Territory.

To two cabins taken and destroyed, worth \$50 each	-	\$100 00
To two acres of corn, 40 bushels per acre, at \$1 per bushel,		80 00
To 300 rails destroyed, at \$3 per hundred	-	9 00
		<hr/>
		189 00
		<hr/> <hr/>

The above is a true bill of articles taken by Dr. Steeger and company.

Respectfully,

THOS. J. ADDIS, JR.

To the commissioners, Messrs. ADAMS, HOOGLAND, and KINGMAN.

To the commissioners appointed by the act of February 7, 1859, of the Territory of Kansas:

Your petitioner, Thomas J. Addis, jr., being a citizen of Kansas from April, 1855, to the present, sheweth: That the articles named in the schedule, and the valuation set opposite the articles, is correct; which property was taken from me in Madison county, Kansas, in the month of April, 1856, by Dr. Steeger, who headed a number of Missourians and others, who committed most of the robberies in that county.

THOMAS J. ADDIS, JR.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Thomas J. Addis, jr.

Thomas J. Addis, sr., being duly sworn, says: I am the father of the petitioner. Petitioner, my son, is a citizen of Kansas, and has been since the 6th of April, 1855. My son was driven off his claim in April, 1856, by Dr. Steeger and his company, who threatened his life. Dr. Steeger took my son's claim, and destroyed the following property: Two cabins, worth \$50 apiece; these were torn down and destroyed. Two acres of corn in the field, 40 bushels to the acre; this was worth \$100 as it stood in the field. Three hundred rails belonging to the fence, worth \$2 a hundred. My son never has recovered any of this property, nor received any pay for it.

THOMAS J. ADDIS, SR.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Thomas J. Addis, jr.

The petitioner claims, in this case, for two cabins burned -	\$100 00
Two acres of corn -	80 00
Three hundred rails	9 00
	<hr/>
	189 00
	<hr/> <hr/>
The board award for cabins	100 00
Corn	60 00
Rails	6 00
	<hr/>
	166 00
Add interest, 2½ years, at 6 per cent.	14 90
	<hr/>
Total award	180 90
	<hr/> <hr/>

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

JUNE 20, 1859.

To the board of commisssoners appointed to audit and adjust claims:

Your petitioner would represent: That Ebenezer Barnes, deceased, sustained the following loss in September of 1856, at the hands of a mob under G. W. Clark, formerly Indian agent of the government, growing out of the political disturbances of the Territory at that time.

That said Ebenezer Barnes was, at the time of sustaining the following losses, a resident of Linn county, Kansas Territory.

Bedding and bed clothes and wearing apparel	-	-	\$200	00
Oats in the stack	-	-	25	00
One hundred chickens	-	-	25	00
			<hr/>	
			250	00
			<hr/>	

Expenses incurred in consequence of the above political disturbances.

No part of the above articles have been since returned, nor any payment been received since that time to the present date. Your petitioner represents that said Barnes died in Linn county, Kansas Territory, and he has been regularly appointed the administrator on the estate of said decedent by the probate court in and for Linn county, Kansas Territory. A copy of which letters is filed herewith.

CHARLES BARNES.

Charles Barnes made oath before me that he believes the statements of the foregoing petition are true.

SAM'L A. KINGMAN,
Commissioner.

MAY 30, 1859.

COUNTY OF LINN, *ss* :

The Territory of Kansas to all persons to whom these presents shall come greeting :

Know ye that whereas Ebenezer Barnes, late of the county of Linn, died intestate as it is said, having, at the time of his death, property in this Territory, which may be lost, destroyed, or diminished in value if speedy care be not taken of the same. To the end therefore that said property may be collected, preserved, and disposed of according to law, I do hereby appoint Charles Barnes administrator of all and singular the goods and chattels, rights and credits which were of the said Ebenezer Barnes at the time of his death, with full power and authority to secure and dispose of said property according to law, and collect all moneys due said deceased, and in general to do and perform all other acts and things which are or hereafter may be required of him by law.

In testimony whereof I, Pleasant Chitwood, clerk of the probate court in and for the county of Linn aforesaid, have hereunto
[L. S.] signed my name and affixed the seal of said court, at office, in Paris, this 20th day of November, A. D. 1858.

PLEASANT CHITWOOD,
Clerk.

LINN COUNTY, *Kansas Territory, ss* :

I, Pleasant Chitwood, clerk of the probate court in and for the county of Linn and Territory of Kansas, do hereby certify that the foregoing is a true copy of the letters of administration granted Charles Barnes upon the estate of Ebenezer Barnes, late of Linn

county, Kansas Territory, as shown by the Linn probate court record in my office.

Given under my hand and seal of said court, at office, in Paris,
[L. s.] this 30th day of May, A. D. 1859.

PLEASANT CHITWOOD,
Clerk of the Linn Probate Court.

In the matter of the petition of Ebenezer Barnes, Charles Barnes administrator.

David Reese, sworn, says: I was acquainted with Mr. Ebenezer Barnes from the spring 1855, in May, until his decease. He was a citizen of Kansas while I knew him.

G. W. Clark and his posse, on the 3d of September, 1856, robbed the petitioner of some three or four wagon loads of oats, worth \$2 a dozen bundles. I suppose six dozen bundles would fill one wagon. Also some bedding and bed clothes, and, from hearsay, petitioner's clothing; don't know how much he lost in bedding and clothing. Also some hundred or more chickens, worth \$3 or \$4 a dozen. I am satisfied these chickens were Mr. Barnes's, because I asked a man who had them where he got them, and he said "over at this damned abolitionist's house," meaning by that the petitioner.

Petitioner died in October, 1858. Mr. Charles Barnes is his administrator.

DAVID REESE.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

John W. Ruark, sworn, says: I was acquainted with Mr. Ebenezer Barnes, the petitioner; first became acquainted with him in November, 1856, and knew him till his decease, in October, 1858.

It was said that Clark and his posse robbed petitioner of some bedding and bed clothes. I saw some of the posse taking some bundles of bedding and bed clothes from the house of the petitioner. I saw these bundles opened and the bedding was very good. I suppose what I saw was worth \$30 or \$40. I don't think I saw all that was taken. I saw no wearing apparel; some wearing apparel was distributed in camp; don't know where it came from. I saw some oats taken by the posse from petitioner's premises; some two or three wagon loads, containing some six or seven dozen bundles, each wagon; worth from \$1 50 to \$2 a dozen bundles; also some loads on horseback. Many chickens, at least 100, were taken from petitioner's premises, worth from \$3 to \$3 50 a dozen.

Petitioner never recovered any of this property nor any pay for it.

JOHN W. RUARK.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

*In the matter of the petition of Charles Barnes, administrator of
Ebenezer Barnes, deceased.*

The petitioner claims for loss of bedding, bed clothes, and wearing apparel	-	-	-	-	-	\$200 00
Oats in the stack	-	-	-	-	-	25 00
One hundred chickens	-	-	-	-	-	25 00
						<u>250 00</u>
The oats and chickens are proven, and enough to justify an award for bedding and clothing of	-	-	-	-	-	100 00
Oats, \$25 ; chickens, \$25	-	-	-	-	-	50 00
						<u>150 00</u>
Add interest, 2½ years, at 6 per cent	-	-	-	-	-	22 50
Total award	-	-	-	-	-	<u>172 50</u>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 20, 1859.

In the matter of the claim of Ebenezer Barnes, deceased.

I was acquainted with the petitioner, and know him to have been a resident of Kansas Territory during the years of 1855 and 1856 and up to the time of his death, in the fall of 1858. I saw a mob of men, under the command of G. W. Clark, visit the house of petitioner about the 3d of September, A. D. 1856, while the petitioner was absent from the premises. Know that the petitioner had a quantity of oats taken by said mob and used for their benefit; I should suppose not less than forty dozen bundles. Oats were worth from \$2 to \$2 50 per dozen bundles at that time. I also know that petitioner had his house well furnished with furniture, beds, bedding, and wearing apparel; the exact amount I cannot tell. I saw these things and know they were in the house just before the mob entered it. I visited the house about three hours after the mob left, and found the contents had been taken away, with the exception of a bed or beds and some old clothes; all the valuable bedding and clothes were taken away; I also saw a number of chickens lying dead in the yard, which had been shot by the mob. I also saw some chickens dead where the mob had camped after leaving the house of petitioner. I don't know that said petitioner ever received any pay in part or in whole for the above losses, but have every reason to believe that he never did.

W. J. TURNER.

Sworn to and subscribed before me this 31st day of May, A. D. 1859.

T. ELLWOOD SMITH, J. P.

No. 329.

PETITION OF CHARLES BARNES.

To the honorable the board of commissioners appointed under an act of the last legislature to audit and adjust claims:

Your petitioner represents that he sustained the following losses at the hands of a mob said to be under the charge of one G. W. Clarke, formerly Indian agent of the government, during the month of September, 1856, to wit:

1 colt, valued at	-	-	-	-	-	-	\$50 00
1 rifle-gun, valued at	-	-	-	-	-	-	20 00
Bed clothing	-	-	-	-	-	-	22 00
1 saddle and bridle	-	-	-	-	-	-	15 00
1 violin	-	-	.	.	-	-	5 00
2 dozen chickens	-	-	-	-	-	-	6 00
							<hr/>
							118 00
							<hr/> <hr/>

Your petitioner further represents that he is now, and was at the time of the above loss, a citizen of Linn county, Kansas Territory, and that he has received no pay in part or whole for any of the above articles.

CHARLES BARNES.

Sworn to before me May 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Charles Barnes.

Benjamin Hinshaw, being duly sworn, says: I am acquainted with petitioner, and have been since 1855. He is a citizen of Kansas, and has been ever since 1855.

A posse, under G. W. Clarke, took from the petitioner, without his consent, in September, 1856, a colt, worth \$50. I saw it in Clarke's company after it was taken. Never recovered the colt nor any pay that I know of.

BENJAMIN HINSHAW.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

John W. Ruark, being sworn, says: I am acquainted with petitioner, and have been since 1856, latter part. He has been a citizen of Kansas ever since I knew him, and is now.

G. W. Clarke and his posse took from petitioner's possession, without his consent, I suppose, on the 3d of September, 1856, the following property: One colt, worth \$45 or \$50; one rifle, worth \$8 or \$10, or more; chickens, worth at least \$3 a dozen. These things were said to have been taken from him, but I don't know of my own knowledge. Some bed clothing was also brought into Clarke's camp by some of Clarke's men. It came from the direction of petitioner's house, and I have every reason to believe it was the petitioner's. What I saw brought in was worth about \$20. To the best of my knowledge petitioner never recovered any of the property, nor any pay for it.

JOHN W. RUARK.

Sworn to before me May 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

David Reese, sworn, says: I am acquainted with the petitioner, and have been since the fall of 1855. He has been a citizen ever since I first knew him, and is now.

G. W. Clarke and his posse took from his possession, without leave, on the 3d of September, 1856, one colt, worth \$60. Know of nothing else taken. Petitioner never recovered his colt, nor got any pay for it.

DAVID REESE.

Sworn to before me May 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Charles Barnes.

The petitioner claims, in this case, for loss of property	-	\$118 00
The proof sustains the claim.		
Add interest for two and a half years, at 6 per cent.	-	17 70
		<hr/>
Total award	-	135 70
		<hr/> <hr/>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JUNE 20, 1859.

No. 330.

Your petitioner, Robert Cottle, states : That on the 1st day of September, 1856, he was a resident of Linn county, Kansas Territory, and is still a resident therein. Said petitioner further states that on the day and year aforesaid he was taken prisoner by an armed body of men, commanded by General George W. Clarke, and claiming to be acting under the authority of the United States government. That while thus detained as a prisoner, said body of men took, carried away, and destroyed chattels and property to the amount of six hundred and eighty dollars, (\$680,) a bill of which said property is hereto attached, marked A, and made a part of this petition. Wherefor your petitioner prays your honors to make such suitable allowance as you may deem just and proper from the testimony adduced.

MITCHELL & AGER,
Attorneys for Petitioner.

TERRITORY OF KANSAS, *Linn County, ss :*

Before me, J. L. Scott, a justice of the peace in said county, personally appeared Robert Cottle, who, being duly sworn according to law, says that the statements contained in the above petition are true, as he verily believes.

R. C. COTTLE.

Sworn to and subscribed before May 19, 1859.

JAMES L. SCOTT,
Justice of the Peace.

TERRITORY OF KANSAS, *County of Linn, ss :*

I, Asa Harigrove, clerk of the county board of supervisors of Linn county, K. T., do hereby certify that James L. Scott, whose name appears to the foregoing instrument, is, and was at the time of signing said instrument, an acting justice of the peace in the said county of Linn and Territory of Kansas, and that his signature thereto is genuine, and that he is duly commissioned and qualified according to law, and as such full faith and credit should be given to his official acts as such justice of the peace.

In witness whereof I have hereunto set my hand and affixed the seal of my office, at Paris, the 23d day of May, A. D. 1859.

[L. s.]

ASA HARIGROVE,
Clerk County Board of Supervisors, Linn County, K. T.

A.

Losses sustained by Robert Cottle, September 1, 1856.

1 horse -	-	-	-	-	-	-	-	-	\$200
1 horse -	-	-	-	-	-	-	-	-	150
12 head of hogs -	-	-	-	-	-	-	-	-	120
7 acres of corn -	-	-	-	-	-	-	-	-	210
									<u>680</u>

In the matter of the petition of Robert C. Cottle.

Thomas D. Cottle, sworn, says: I am a son of the petitioner. He is a citizen of Kansas, and has been ever since the 8th day of January, 1855. My father had property taken in the year 1856. A mare belonging to father was taken in the night in July, 1856; she was worth \$150, and a very fine animal. At this time there were armed posses infesting the Territory, under several commanders, but G. W. Clark was the chief one; Fox and Kline were other commanders. These posses were near by at the time father's property was taken; it was taken against his consent. Father lost also a gray stallion, worth \$150; he was run to death by my brother and myself while trying to get him out of the reach of these armed men; we also run our cattle with him. Some hogs—some fifteen or twenty—were lost, and we supposed they were killed by the invaders; these were worth \$10 apiece; they were large hogs. These armed men camped just a mile from our place, and they were in the habit of shooting hogs, and we never saw any of our hogs after they camped there. Father had nine or ten acres of corn; this was destroyed when father came back, he having been taken prisoner. The fences were thrown down. This corn was green in the field, and would yield thirty-five bushels to the acre. Corn was worth from 60 to 75 cents a bushel; gathering it would be worth the tenth of a bushel. The damages to father from inconvenience in getting corn for his cattle were from 25 to 50 per cent. on the value of the corn. We had to go to Vernon county, Missouri, to get corn, a distance of forty-five miles, and pay 75 cents a bushel for it. Father never recovered any of the property he lost, nor received any pay for it.

THOMAS D. COTTLE.

Sworn to before me May 31, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Thomas L. Day, being duly sworn, says: That petitioner came to the Territory in 1855, and has resided here ever since; he lost a sorrel mare in July or August, 1856; I was living right close by him; one night he missed her; could not find her; the Georgia company were camped in the neighborhood, and the neighbors all supposed they got the mare; she was a mortal fine mare, worth \$150; petitioner never recovered her. On the 9th day of September the petitioner, being a prisoner, got word to us to drive off his stock to save it from the posse of Clark. Taking the horse out and using him to drive stock, and the weather being hot, we rode him too hard, and he died; he was a gray stallion, advanced in years, but a fine horse, worth \$150; he died the 13th September. Cottle had sent us word that they were coming to burn us all out and take the stock; that company generally took all as they went, making a clean sweep. About the same time petitioner lost some ten or fifteen hogs; seven or eight were large, would weigh 300 pounds net; the balance, 100 pounds or 150 pounds net, worth \$5 per cwt.; don't know what became of them; the hogs were there when we left in September; in six weeks, when we got back, the hogs were gone; they were fat. There were fifteen or eighteen acres of corn belonging to Mr. Cottle, surrounded by a good fence, real good corn; when I got back it was pretty much all destroyed; it would have yielded forty bushels per acre. It was the habit of Clark's company to throw down the fences, let their horses feed, and leave the corn to be eat up by other stock. Corn was worth, standing in the field, that fall 75 cents a bushel. I had to buy corn in the winter, and I would say it was worth 30 cents a bushel to replace the corn over what the corn is estimated to be worth by me. Mr. Cottle never got these things back, nor any pay for them.

THOMAS L. DAY.

Sworn to before me May 31, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Robert Cottle.,

The petitioner claims, in this case, for—

Loss of horse.....	\$200
“ horse.....	150
“ hogs.....	120
“ corn.....	210
	680
	680

The board cannot allow for the horse that died from overexertion while in petitioner's use. They allow, as proven, for—

Mare.....	\$150
Hogs.....	120
Corn	210
	<hr/>
	480
Add interest on above for 2½ years, at 6 per cent.....	72
	<hr/>
Total award.....	552
	<hr/> <hr/>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 20, 1859.

No. 331.

TERRITORY OF KANSAS, *County of Linn, ss :*

The petition of Tilghman Clarke, of the county of Linn, and Territory of Kansas, under the provisions of an act of the territorial legislature, entitled "An act to provide for the auditing of claims," approved February 23, 1857.

I, Tilghman Clarke, of the Territory and county aforesaid, beg to represent unto the honorable commissioners: That I was the lawful owner of a mare, of fine size and stature; and that on the 2d day of September, 1856, I was in my cornfield when some of General Clarke's men came into my field and took away a mare of mine out of said field. She had been tied with a rope. The men all being armed it was useless for me to offer resistance. The said mare was about four years old, and was worth \$150, as charged in the schedule that is affixed to this petition. The charge of \$150 is just and reasonable.

TILGHMAN CLARKE.

Sworn to and subscribed before me this 12th day of November, A. D. 1857.

HENRY DE VILLIERS,
Notary Public.

SCHEDULE.

Territory of Kansas to Tilghman Clarke, Dr.

To one mare, value	-	-	-	-	-	-	-	\$150
								<hr/> <hr/>

TERRITORY OF KANSAS, *County of Linn, ss :*

The affidavit of William Crawshaw, of the county of Linn and Territory of Kansas, a citizen of the United States, being duly sworn, saith: That I was a prisoner under General Clarke. I saw Mr. Clarke's

mare tied in his cornfield, as stated in the petition of said Clarke. I heard one of the captains of General Clarke's army give orders to go and fetch that mare out of that field, and I saw Clarke's men take the mare in question away; and that the charge of \$150 is not unreasonable, as she was worth it. This was on the 2d day of September, 1856.

WILLIAM CRAWSHAW.
HENRY DE VILLIERS,
Notary Public.

TERRITORY OF KANSAS, *County of Linn, ss:*

Affidavit of Oliver Wesstover, of the county of Linn and Territory of Kansas, being one of General Clarke's company at the time Mr. Tilghman Clarke's mare was taken.

I, Oliver Wesstover, a citizen of the United States, being duly sworn, saith: That I was one of General Clarke's men, that is, one of the militia, and I saw Mr. Clarke's men in possession of the mare some time after she had been taken away from Clarke; and the mare was a good one, worth \$150.

OLIVER ^{his} + WESSTOVER.
_{mark.}

HENRY DE VILLIERS,
Notary Public.

To the board of commissioners appointed to take proof of claims under the act of February 7, 1859:

The petition of Tilghman Clarke states: That he is a citizen of Kansas, and has been since the 12th day of August, 1856; that between the 1st of November, 1855, and the 1st of December, 1856, he sustained loss by reason of the political difficulties then in the Territory, amounting to the sum of one hundred and fifty dollars, (\$150,) the particulars of which are set forth in my petition to H. J. Strickler, esq. No part of the losses therein set forth have ever been paid to petitioner, nor has he ever recovered any part of the property therein set forth as lost. He asks that his petition and proof before General Strickler may be taken into consideration by your honorable board and an award be made for the amount then claimed, with interest.

TILGHMAN CLARK.

Sworn to and subscribed before me this 30th day of May, 1859.

HENRY DE VILLIERS,
Notary Public.

Sworn to before me May 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Tilghman Clarke.

The petitioner claims, in this case, for the loss of a horse....	\$150 00
The proof sustains the charge, and an award is made accordingly, and interest, 2½ years, at 6 per cent.....	22 50
	<hr/>
Total award.....	172 50
	<hr/> <hr/>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 21, 1859.

No. 332.

THE PETITION OF MARTIN P. McDANIEL.

To the board of commissioners for auditing claims :

In consequence of temporary absence he has appointed Henry De Villiers his attorney, and he begs to state that he suffered loss in this Territory, between the 1st of November, 1855, and 1st December, 1856, in consequence of territorial political difficulties, to the amount of (\$225) two hundred and twenty-five dollars ; that the particulars of the loss of his property as there set forth are true. He has never received back any portion of the property, as there set forth, neither has he ever received any compensation for the same. He begs to re-request that the commissioners will be pleased to refer to the papers filed with General Strickler, containing the proof of his loss ; and prays that an award may be made for the same, with interest.

HENRY DE VILLIERS,
Attorney for M. P. McDANIEL.

Henry De Villiers made oath that he is the attorney for Martin P. McDaniel, the petitioner, and that he believes the statements of the foregoing petition are true.

SAMUEL A. KINGMAN,
Commissioner.

MAY 30, 1859.

TERRITORY OF KANSAS, *County of Linn, ss :*

The petition of Martin P. McDaniel, of the Territory of Kansas and county aforesaid, under an act of the territorial legislature, entitled "An act to provide for the auditing of claims."

I, Martin P. McDaniel, of the Territory and county aforesaid, represent unto the honorable commissioners: That on or about the month of August, 1856, a number of armed men were in my immediate neighborhood, at that time roaming over the neighborhood and com-

mitting sundry depredations, acting in defiance of all the good order of the country; and your petitioner saith that one valuable yoke of oxen were drove away or slaughtered by the said bands of armed men, who were roaming in a lawless way over the Territory; also, your petitioner lost a crop of corn by having his fences let down by persons who were roaming about, and the said petitioner had 25 acres of corn destroyed, worth in the field, as charged in the schedule affixed to this petition, the sum of \$125. And I do also declare unto your honor that the losses charged were solely through the territorial difficulties and by no fault or neglect of my own; and that I never received any compensation, direct or indirect, for the said losses, and the charges in said schedule are true, just, and reasonable.

MARTIN P. McDANIEL.

SCHEDULE.

Territory of Kansas to Martin P. McDaniel, Dr.

One yoke of oxen.....	\$100
25 acres of corn destroyed, worth.....	125
	<hr/>
	225
	<hr/> <hr/>

MARTIN P. McDANIEL.

Sworn and subscribed to before me October 15, 1857.

H. J. STRICKLER,
Commissioner for Auditing Claims.

TERRITORY OF KANSAS, *County of Linn, ss:*

Petition of Martin P. McDaniel, of the Territory of Kansas and county aforesaid, under an act of the territorial legislature entitled "An act to provide for the auditing of claims."

I, Martin P. McDaniel, of the Territory and county aforesaid, represent unto the honorable commissioner: That on or about the month of August, 1856, a quantity of armed men were in my immediate neighborhood, at times roaming over the neighborhood and committing sundry depredations, and acting in defiance of the good order of the country; and your petitioner saith that one valuable yoke of oxen were driven away or slaughtered by the said bands of armed men, who were roaming in a lawless way over the Territory; also, your petitioner lost a crop of corn by having his fences let down by persons who were roaming, and the said petitioner had twenty-five acres of corn destroyed within the field, as charged in the schedule affixed to this petition, valued at the sum of \$125; and I do also declare unto your honor that the losses charged were solely through the territorial difficulties and by no fault or neglect of my own, and that I never received any compensation, direct or indirect, for the said losses, and the charges in said schedule are true, just, and reasonable.

MARTIN P. McDANIEL.

SCHEDULE.

Territory of Kansas to Martin P. McDaniel, Dr.

1856, August 21.	To 1 yoke of oxen	-	-	-	-	\$100 00
	To 25 acres of corn destroyed	-	-	-	-	125 00
						<u>225 00</u>

MARTIN P. McDANIEL.

Sworn to and subscribed before me this 15th of October, 1857.

H. S. STRICKLER,
Commissioner for auditing claims.

C. M. McDaniel, being duly sworn, says: I am acquainted with the petitioner; know that he is a citizen of the Territory; know that the petitioner had a yoke of steers, and about the time alleged in petition they were missing from the neighborhood, and have never been seen since; believe that they were driven away by armed men in the manner alleged; know that the corn mentioned in petition was destroyed; it was worth about \$125.

C. M. McDANIEL.

Sworn to and subscribed before the commissioner.

H. S. STRICKLER.

John A. Brown, being duly sworn, says: I know that McDaniel's corn was destroyed in the manner alleged, and was worth \$125; the oxen were missing about the time alleged, and believe they were driven off by marauders, were worth \$80.

JOHN A. BROWN.

Sworn and subscribed before the commissioner.

H. J. STRICKLER.

LEAVENWORTH CITY, K. T., *January 20, 1859.*

I certify that the foregoing petition and testimony, taken before H. J. Strickler, esq., late commissioner for auditing and adjusting claims, is correct copies of the original on file.

WM. SPENCER,
Clerk to the Board of Commissioners.

Martin P. McDaniel.

In this case it does not appear by the affidavit of the attorney that the petitioner is a citizen, and as several other cases, prepared and filed at the same time by the same attorney, under similar circumstances, contain an allegation of citizenship, the absence of such an averment and proof in this case raises an inference that the petitioner is not a citizen and not entitled to relief.

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

JUNE 21.

No. 333.

TERRITORY OF KANSAS, *County of Linn, ss:*

The petition of Calvin M. McDonald, of the Territory of Kansas and county aforesaid, under an act of the territorial legislature entitled "An act to provide for the auditing of claims."

I, Calvin M. McDonald, of the Territory and county aforesaid, respectfully represent unto the honorable commissioner: That on or about the months of August and September sundry bands of marauders were roaming in our immediate neighborhood; the armies of the north and of the south were there frequently in search of each other; our lives and property were in constant danger, and although we could not always see wit' our eyes these men destroy our crops and drive off our cattle, yet we have good evidence that they were so destroyed; and if these bands of men were not roaming the county these losses that are charged would not have occurred, and they were occasioned solely and only through the territorial difficulties, and by no cause or neglect of our own. My crop was injured and destroyed to the amount of \$100, and that the charge in the schedule is reasonable and just.

CALVIN M. McDONALD.

Sworn to and subscribed before me this 23d day of October, A. D. 1857.

HENRY DE VILLIERS.

TERRITORY OF KANSAS, *County of Linn, ss:*

The Territory of Kansas to Calvin M. McDonald, Dr.

To loss of crop of corn during the territorial difficulties, by
Captain John Brown's men, of the northern army - \$100 00

TERRITORY OF KANSAS, *County of Linn, ss:*

William Rogers, of the Territory and county aforesaid, being duly sworn, saith: That I know Mr. Calvin McDonald had a quantity of corn destroyed during the difficulties of the Territory; some persons made gaps in his fence; I feel assured it was done by Captain Brown's men of the northern army; I saw a hog that had been shot by them lie in one of these gaps. His crop was nearly eaten up by Captain Brown's horses. The charge of \$100 is just and reasonable; and that the loss occasioned, as stated in the petition, was through the difficulties of the Territory and not by any neglect of McDonald's.

WILLIAM ROGERS.

Sworn to and subscribed before me this 23d day of October, 1857.
HENRY DE VILLIERS.

To the board of commissioners for auditing claims:

The petitioner, Calvin McDonald, of Linn county, begs to state that he suffered loss to the amount of one hundred dollars, (\$100;) that he suffered said loss during the 1st of November, 1855, and the 1st of December, 1856; that said losses were caused solely by the territorial difficulties; that he filed his petition with General Strickler, and he is a resident and citizen of Kansas, but in consequence of his temporary absence he has appointed H. de Villiers his attorney. Said attorney begs to request that reference be had by your honorable board to the proof and papers filed with General Strickler, and he says that the property claimed there as lost he has not ever received back, either in part or in whole, at any time. His loss occasioned, as there set forth, is one hundred dollars, (\$100,) and begs to refer the commissioners to the proof and papers filed with J. H. Strickler; and prays that an award be made, with interest.

HENRY DE VILLIERS,
Attorney for C. McDonald.

Henry de Villiers made oath that he is the attorney for the petitioner, Calvin McDonald, and that he believes that the statements of the foregoing petition are true.

SAMUEL A. KINGMAN,
Commissioner.

MAY 30, 1859.

In the matter of the petition of Calvin McDonald.

Petitioner for one hundred dollars damage done to his corn.

The evidence is weak, but the commissioners award	-	\$100	00
Interest, at 6 per cent., for 2½ years	-	-	15 00
Total award	-	-	<u>115 00</u>

HENRY J. ADAMS.
SAM'L A. KINGMAN.
EDW'D HOOGLAND.

No. 334.

Petition of Isaac T. Dement, of Linn county, Kansas Territory, in regard to losses sustained by him during the troubles of 1856.

To the honorable the board of commissioners appointed in pursuance of an act to provide for the payment and adjustment of claims:

Your petitioner would represent that he sustained the following losses during the troubles of the year 1856, at the hands of a mob, said to be under the command of General G. W. Clark, formerly Indian agent of the government.

Your petitioner was engaged in the sale of merchandise at Sugar Mound, Linn county, Kansas, in 1856, and on the first day of September of said year started for Illinois for the purpose of transacting business connected with the above establishment. He took his family with him, fearing for their safety, two of his children being sick at the time. Upon his arrival at Deep Water, Henry county, Missouri, he was informed of the burning of his store, containing a general assortment of goods, also of his residence, and other property, by the mob above referred to. The above property was destroyed on the third of September, 1856. Your petitioner was also advised to flee as fast as possible, for he was in danger of being pursued and overtaken, and murdered by the said mob.

After the arrival of your petitioner in McLean county, Illinois, owing to the ill health of his family, and the fact of his receiving letters from his friends in Kansas warning him not to return, for he was in personal danger, and would probably lose his life at the hands of his political enemies, he was induced to remain there for a term of months. His claim at Sugar Mound was jumped during 1857 by one David Reese, and in the fall of that year your petitioner, learning the fact, came to Kansas and contested the right of said Reese to pre-empt the said claim, intending to enter and hold it for a homestead. Not long after the arrival of your petitioner in Illinois his wife was taken sick, and remained in such ill health that he could not remove his

family to Kansas again upon the establishment of peace ; she died on the 9th of last July. Your petitioner has been prevented from re-suming his abode in the Territory for the above reasons, but has never abandoned his intention to make Kansas his permanent home.

The following are the losses of your petitioner, as near as he can ascertain from data at his command, his private papers and invoices of goods being destroyed by the said mob :

A stock of goods, consisting of dry goods, groceries, boots and shoes, tinware, hardware, drugs and medicines, worth, at least.....	\$2,000
Beds and household goods, worth.....	50
A store-house, worth.....	100
A residence, worth.....	100
One shot gun, (extra article,) worth.....	35
Total amount of loss.....	2,285

Personally appeared before me, T. Ellwood Smith, a justice of the peace in and for Mound City township, Linn county, Kansas Territory, Isaac T. Dement, and made oath that the statements in the above petition are true and correct.

T. ELLWOOD SMITH, *J. P.*

MOUND CITY, *Linn County, K. T., May 1859.,*

TERRITORY OF KANSAS, *County of Linn, ss :*

I, Asa Hairgrove, clerk of the county board of Linn county, do hereby certify that T. Ellwood Smith, whose name appears to the foregoing instrument, is and was at the time of taking said instrument an acting justice of the peace in and for the county and Territory aforesaid, and that he is duly commissioned and qualified as the law directs, and that his signature thereto is genuine, and as such full faith and credit should be given to all his official acts as a justice of the peace.

In witness whereof I, Asa Hairgrove, have hereunto set my hand [L. S] and affixed the seal of said board, at office in Paris, this 30th day of May, 1859.

ASA HAIRGROVE,
Clerk County Board, Linn County, K. T.

DEAR SIR: Enclosed find deposition and commission for commissioners, which place in their hands without delay.

Should the case have been acted on, ask of the commissioners, as a special favor, that it may be temporarily re-opened and re-examined.

I shall feel under deep obligations if you will admit of no delay in transmitting the enclosed to the "board."

I remain, very truly, your friend,

A. DANFORD.

CALEB S. PRATT.

In the matter of the petition of Isaac T. Dement.

John W. Ruark, sworn, says: I was not acquainted with the petitioner. I was told, after I came into the Territory, that Mr. Dement was a citizen. Don't know whether he is now or not. I know of the destruction of a store, said to belong to the petitioner, by G. W. Clark and his posse, on the 3d September, 1856. I was compelled, by Clark and his posse, to haul some of the goods away from the store of said Dement. I saw other loads hauled from there. The store was set on fire after the goods they wanted had been taken. Clark said to hurry, because he wanted to see the store in flames. Petitioner's dwelling house, standing close by, was also burned, with its contents. Don't remember seeing any guns brought from the store or house. I don't know of his ever recovering this property, nor receiving any pay for it.

JOHN W. RUARK.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

David Reese, sworn, says: I am acquainted with petitioner. He returned to the Territory in 1857 and contested a land claim at Le-compton. I saw some of the posse of Clark and Clark going to petitioner's store, and they took property from there. I saw the flames and smoke from the store and dwelling that had been set on fire by the posse. I saw some of Mr. Dement's goods, which had been taken from his store, afterwards in the possession of the posse.

DAVID REESE.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

Charles Barnes, being sworn, says: I am acquainted with petitioner. I think he came to the Territory in the fall of 1855. He left the store about the last of August, 1855. He said to me he intended to return as soon as he could. I saw a letter from him speaking of his wife's death. He left the Territory because he heard his life had been threatened. When he started away from the Territory he told me he intended getting another stock of goods. When I left the Territory his house and store were standing, and when I returned the house and store were gone, and appearances indicated their having been burned up. When I left I should think there was \$1,500 of goods in his store; these were all gone when I came back. His house had its contents mostly burned. He saved two bedsteads and a few other articles. His house was worth \$40, I think, and his store was worth \$100. He had a gun; don't know what became of it. It was a first

rate shot gun, worth \$20. As far as I know, petitioner never recovered any of his property, nor any compensation for it.

CHARLES BARNES.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the claim of Isaac T. Dement.

Antoine Beloine, being duly sworn, deposeth and saith: That he is acquainted with petitioner, and was acting as clerk in his employ at the time the mob, under G. W. Clark, burned and destroyed the property of petitioner. Should say, from the best of his knowledge and belief, that the stock of goods taken and destroyed by said mob were worth nearly or quite \$2,000. The store and residence were worth from \$50 to \$100 each. I have visited petitioner since he left Kansas, at the place where he has temporarily resided, in Illinois, twice since his property was destroyed. On both of these occasions he assured me he should return to Kansas as soon as the health of his family would admit and his pecuniary circumstances allow. Petitioner's wife was sick shortly after his return to Illinois, and remained so until her death, in July of 1858. Petitioner has had some property in my hands as his agent, intending to let it remain here till he moved out again; I now have possession of said property. I have received a letter from petitioner within the last ten days, in relation to business, which also states he intends taking up his permanent abode in the Territory this summer, or at furthest by next fall. Know the pecuniary condition of petitioner; has scarcely anything left in the way of means since sustaining the above heavy loss. Could not well have returned with his family before, had there been no sickness and necessary expense incurred. Petitioner came back in the fall of 1857 and contested a claim at the Lecompton land office. He told me he intended that claim for a permanent homestead.

his
ANTOINE + BELOINE.
mark.

Subscribed and sworn to before me this 20th day of June, A. D. 1859.
T. ELLWOOD SMITH,
J. P. in and for Linn County, K. T.

N. B.—See certificate of county clerk on other depositions in this case as to Mr. Smith's being a qualified justice of the peace.

NOTE.—This letter, from Hon. A. Danford, now a member of the legislature of this Territory, is received *officially* and *as evidence*.

EDWARD HOOGLAND,
Commissioner.

JULY 1, 1859.

To the honorable board of commissioners to audit and adjust claims:

MOUND CITY, K. T., June 20, 1859.

GENTLEMEN: I herewith transmit deposition of Antoine Beloine in the matter of the claim of Isaac T. Dement.

Mr. Beloine has been absent so that it has been impossible to procure his evidence before the present date. He is a Frenchman by birth and well educated in his own language, although unable to write the English. He was in the employ of Mr. Dement when his store was robbed and burned, as salesman and clerk. He knows that Mr. Dement has never surrendered his intention to make Kansas his home. The deposition of Mr. Dement, supported by that of Beloine, as to his being to all intents and purposes a *bona fide* citizen, taken in connexion with the surrounding circumstances of the case, place this point beyond doubt.

The act of the legislature under which you hold your commissions was designed to benefit this class of persons expressly; and if Mr. Dement has not a valid, just, and honest claim, and does not receive an award at your hands for the losses he sustained, the law is a failure, and injustice its natural fruits. The 8th section of the bill cuts off, as it rightfully should, claims of parties who never were and never intended to become *bona fide* citizens of the Territory.

Mr. Dement was a citizen of Kansas long before he *lost his all* in 1856. He left on business, and after being absent a few weeks his family's sickness, with poverty, has prevented his return, but he has never abandoned his citizenship or intention of spending the balance of his life in the Territory.

Hoping you will grant this deposition its full weight in determining the case of Mr. Dement,

I am, with sentiments of esteem, your obedient servant,
A. DANFORD.

In the matter of the petition of Isaac T. Dement.

Petitioner claims for store and dwelling burned, goods
taken by G. W. Clark's army - - - - \$2,285 00

The proof sustains the claim and the same is awarded as presented.

EDWARD HOOGLAND.
HENRY J. ADAMS.
SAMUEL A. KINGMAN.

JULY 1, 1859.

No. 335.

To the honorable board of claims commissioners:

Your petitioner, Thomas L. Day, states: That he was on the first day of September, 1856, a citizen of Linn county, Kansas Territory, and has so remained until this time.

He further states that about the day and year above mentioned, and during the disturbance then existing, bodies of armed men, under the command of General George W. Clark and Captain Davis, forcibly and against the will of petitioner, took and carried away stock, corn, and property, &c., to the amount of six hundred and ninety dollars, a bill of which said property is hereunto attached and made part of this petition.

Petitioner further states that he has not recovered possession of said property, nor received any remuneration therefor.

Wherefore he prays such allowance as may be deemed just from testimony adduced.

THOMAS L. DAY.

Sworn to before me May 31, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Losses sustained by Thomas L. Day in 1856.

25 head of cattle	-	-	-	-	-	-	\$300 00
12 acres of corn	-	-	-	-	-	-	180 00
6 head of hogs	-	-	-	-	-	-	60 00
1 mare, saddle, and bridle			-	-	-	-	150 00
							<hr/>
							690 00
							<hr/> <hr/>

In the matter of the petition of Thomas L. Day.

LINN COUNTY, ss:

Robert C. Cottle, being duly sworn, says: That he knows the petitioner. He was a citizen of Kansas in the year 1856, and has been since that time, and is now. He lost a lot of cattle; I can't say how many, I think twenty-four or twenty-five head; he had a good many cattle. While I was a prisoner in September, 1856, Doctor Masterson, John E. Brown, and another man, whom I did not know, drove the petitioner's cattle into Missouri. They had a good, large gang—as many, I suppose, as fifty. They drove them up between Westport and Westpoint, and then turned off to the right; and I was taken on to Westport. These men were a part of Colonel Clark's command; Brown was a captain in his posse. The cattle taken were cows and

calves and some yearlings, and would average from twelve dollars to fifteen dollars per head—say twelve dollars, certain. His corn was all destroyed; I reckon thirty acres. It was sod corn; was good where it stood; didn't stand very well; would have made as much as twelve acres of good standing corn, that would average forty bushels per acre, worth seventy-five cents a bushel standing in the field. It was destroyed while I was gone; same way, I guess, as the rest of the neighborhood; fences thrown down, cattle let in, and corn eaten up—between September and November, 1856. Petitioner lost at the same time seven or eight hogs, which would have weighed three hundred pounds net; they were fat. It could not have been got at five dollars per hundred weight. Clark's company and the Georgians were in the county, taking everything they wanted; and I think they took what they did not want, to keep their hand in—had fine ribbons on their hats, side-combs in their hair, and other things which they did not need. After my return as far as Westport, where I was released as a prisoner, I learned that petitioner's cousin, Isaac Day, had rode petitioner's mare to Westpoint, and had been taken prisoner, and the mare taken away. I learned afterwards that she was taken by a man by the name of Phillips, one of Clark's men. The mare never was seen again in the neighborhood; she was worth, with the saddle and bridle taken, one hundred and fifty dollars. He has never got the property back, or any pay for it, to my knowledge.

ROBERT C. COTTLE.

Sworn to before me May 31, 1859.

SAM'L A. KINGMAN,
Commissioner.

Thomas D. Cottle says: That he has heard the testimony of Robert C. Cottle; knows the facts as to the loss and value of the cattle and other property, and generally concurs with his estimates as to the losses and values.

THOMAS D. COTTLE.

Sworn to before me May 31, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Thomas L. Day.

The petitioner claims in this case for loss of cattle.....	\$300 00
Twelve acres of corn.....	180 00
Six head of hogs.....	60 00
One mare, saddle, and bridle.....	150 00
	<hr/>
	690 00
	<hr/> <hr/>

The proof sustains the loss of the property and the values thereof as claimed ; but inasmuch as the horse was taken in Missouri, where he had been voluntarily rode, he is not the subject of jurisdiction by this board. The rest of the claim is allowed.....

.....	\$540 00
Interest, 2½ years, at 6 per cent.....	81 00
	<hr/>
Total award.....	621 00
	<hr/> <hr/>

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

JUNE 20, 1859.

No. 336.

TERRITORY OF KANSAS, *County of Linn :*

Petition of Nicholas Gonin, of the county of Linn and Territory of Kansas, under the provisions of an act of the territorial legislature, entitled "An act to provide for the auditing of claims," approved February 23, 1857.

I, Nicholas Gonin, of the county and Territory aforesaid, beg to represent unto the honorable commissioner : That some time during the month of August, A. D. 1856, your petitioner was a resident of the Territory, living at the time above mentioned at the Miami village; I was at that time the lawful owner of one mare and one horse; the said mare and horse were taken from my pasturage ground by some of the southern army, who were at the time in question camping near Mount Mocaby, on the Kansas boundary line. One of my witnesses will also show to the honorable commissioner in his deposition that one of the southern army crossed the river near the said village, in search of the horses in question; and your petitioner further begs to represent unto the honorable commissioner that after some time the horse in question was set at liberty, or broke away from the said southern army, and in consequence of the hard usage by these said men the horse came home and died a few days after, as it bore every token of being rode to death; the mare I never saw any more. And your petitioner begs to state further, that the said horse and mare were taken from me by the southern army; I never sold them; and I never have received in any way compensation for the said property; and that the charges for the same in the schedule annexed to this is a true and just account of my losses during the territorial war of 1856; and that my property was taken by the southern army, as shown in the depositions that are annexed to this petition.

N. GONIN.

Sworn to and subscribed before me this 27th day of November, 1857.

HENRY DE VILLIERS,
Notary Public.

SCHEDULE.

The Territory of Kansas to Nicholas Gonin, Dr.

One mare, valued at	-	-	-	-	-	\$100
One horse, valued at	-	-	-	-	-	125
						225
						225

TERRITORY OF KANSAS, *County of Linn :*

The affidavit of William Hutchin, of the Territory and county aforesaid, in relation to the loss of Nicholas Gonin ; the said William Hutchin being a prisoner in the charge of the southern army, at the time Mr. N. Gonin's horses were brought into the camp of the southern army.

I, William Hutchin, of the Territory and county aforesaid, being duly sworn, saith : That I was a prisoner at Westpoint in Missouri, in the charge of the southern army; the horses belonging to the army were staked out, when one of the men said " Captain Lowry had taken a horse of Gonin's;" when some one made answer and said, that " he had not only took one but he had taken two of Gonin's horses." I saw the said Captain Lowry lead the horses that the men said he had taken from Gonin.

WILLIAM HUTCHIN.

Sworn to and subscribed before me this 27th day of November, A. D. 1857.

[L. s.]

HENRY DE VILLIERS,
Notary Public.

TERRITORY OF KANSAS, *County of Linn:*

The affidavit of Michel Gonin, a son of the petitioner, and a resident of the Territory, living with his father at the time the horse and mare in question were taken from his father by the southern army.

I, Michel Gonin, of the county and Territory aforesaid, being a citizen of the United States, and duly sworn, saith: That I know my father had the horse and mare in question; they were owned by him; they were in the pasture at the time they were taken by one of the southern army named Lowry, he was sometimes called Captain Lowry. He went to the pasture about four o'clock in the afternoon of Saturday, previous to the burning of Osawatomie; we went in search after

them with my father and two others, but did not overtake them; we could not go very far as our lives and other property were in danger. About three or four weeks after, the horse was set at liberty, and came home with part of a bridle upon it; it died a short time after; I think it was about two weeks after. The horse was sound and good, and so was the mare at the time they were taken away; the horse died from the effects of over-driving and hard usage. The mare was four years old, the horse seven years; they were sound and good; we had often been offered one hundred dollars for the mare, but refused to sell it for that sum; the horse cost one hundred and twenty-five dollars. My father never sold them; they were stolen, as stated in the petition; and that the charge of two hundred and twenty-five dollars is just, as they were fully worth that sum.

MICHEL GONIN.

Sworn to and subscribed before me this 27th day of November, 1857.

[L. s.]

HENRY DE VILLIERS,
Notary Public.

To the board of commissioners for auditing claims, appointed under the provisions of the territorial legislature, February 7, 1859 :

The petition of Nicholas Gonin, of Linn county, by his attorney, who begs to state to the honorable board that, in consequence of sickness, he cannot attend; but he is a resident of Kansas, and has been so since 1854. That he suffered losses between the 1st of November, 1855, and the 1st of December, 1856, to the amount of two hundred and twenty-five dollars, as set forth in his petition and proof papers, filed before H. J. Stricker. He further says that he has not received any compensation for the property claimed there as lost, neither has he ever received any portion of it back. And he begs that your honorable board will be pleased to refer to the papers filed in this case before General Stricker, and that an award for the same be made, with interest thereon.

HENRY D. VILLIERS,
Attorney for Henry D. Gonin.

Henry D. Villiers made oath that he is the attorney for the petitioner, Nicholas Gonin, and that he believes the statements of the foregoing petition are true.

SAMUEL A. KINGMAN,
Commissioner.

MAY 30, 1859.

In the matter of the petition of Nicholas Gonin.

The petitioner claims in this case for loss of two horses	-	\$225	00
The board award the same and interest on the same for 2½			
years, at 6 per cent.	-	-	-
			33 75
Total award	-	-	-
			<u>258 75</u>

SAMUEL A. KINGMAN.
 HENRY J. ADAMS.
 EDWARD HOOGLAND.

JUNE 21, 1859.

No. 337.

TERRITORY OF KANSAS, *County of Linn :*

The petition of Fergus H. Graham, of the Territory and county aforesaid, under an act of the territorial legislature, entitled " An act to provide for the auditing of claims : "

I, Fergus H. Graham, of the Territory and county aforesaid, unto the honorable commissioner : That on or about the months of August and September sundry bands of armed men were marauding in my neighborhood, as well as the militia of the Territory. These men were in search of John Brown, of the northern army; and during the times these armies were there my crop of corn of eight or nine acres was destroyed, in part, to the value of \$80. These men let down the fences, as I have good reason to believe, and that my loss was occasioned solely by the difficulties of the Territory, and by no neglect of mine, and that the charge annexed to this petition is correct and just.

FERGUS H. GRAHAM.

Sworn to and subscribed before me this 23d day of October, 1857.
 HENRY DE VILLIERS.

Territory of Kansas to Fergus H. Graham, Dr.

To destruction of eight acres of corn destroyed by the northern			
army during the territorial difficulties	-	-	-
			\$80

TERRITORY OF KANSAS, *County of Linn :*

I, Reuben E. Noel, of the Territory and county aforesaid, being duly sworn, saith : That I know that Mr. Graham had a part of his corn crop destroyed; that bands of armed men, under Captain J. Brown, of the northern army, were roaming in various directions in

our neighborhood at the time his crop was destroyed. I live near to Mr. Graham's. I saw the corn before it was destroyed. The crop was good bottom corn; and that the loss of \$80, as charged, is reasonable, and that the loss of Mr. Graham was occasioned solely through the difficulties of the Territory.

REUBEN E. NOEL.

Sworn to and subscribed before me this 23d day of October, A. D. 1857.

HENRY DE VILLIERS.

To the board of commissioners appointed to take proof of claims under the act of February 7, 1859 :

The petition of F. H. Graham states that he is a citizen of Kansas, and has been so since the year 1855. That between the 1st of December, 1855, and the 1st of December, 1856, he sustained loss by reason of the political difficulties prevailing in the Territory, amounting to the sum of eighty dollars, the particulars of which are set forth in my petition to H. J. Stricker, esq. No part of the loss therein set forth have ever been paid to petitioner, nor has he ever received any part of the property back as therein set forth as lost. He asks that his petition and proof, filed before General Stricker, may be taken into consideration by your honorable board, and an award be made for the amount then claimed, with interest thereon.

F. H. GRAHAM.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Fergus H. Graham.

The petitioner claims in this case—

For corn destroyed	-	-	-	-	-	-	\$80
Upon the proof the board award that sum and interest on same for 2½ years, at 6 per cent.	-	-	-	-	-	-	12
Total award	-	-	-	-	-	-	<u>92</u>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 21, 1859.

No. 338.

Your petitioner, Benjamin Henshaw, states that he was, on the 3d day of September, 1859, a citizen of Linn county, Kansas Territory, and has so remained until the present time.

He further states that on the 3d day of September, 1859, a body of armed men, commanded by Jesse Davis, and professing to act under the authority of the United States, forcibly and against the will of petitioner, "took and carried away" one horse of the value of \$85.

Whereupon your petitioner prays such allowance as may be deemed just and equitable from testimony adduced.

In the matter of the petition of Benjamin Henshaw.

Solomon Mason, being duly sworn, says: I am acquainted with the petitioner and have been for eighteen years. He is a citizen of Kansas and has been since the fall of 1855. Mr. Henshaw was the owner of a horse on the 3d day of September, 1856. The horse was a roan horse, worth \$85; the horse was in my lot when I returned after having been away, having escaped. I found that the horse had been taken away by Davis's company; Mr. Henshaw was then a prisoner. Mr. Henshaw had been stopping at my house and had put his horse in my lot.

The petitioner never recovered his horse or received any pay for him. He saw the horse afterwards in the company under Davis. Mr. Henshaw was taken prisoner the 3d day of September, 1856, and kept ten days.

SOLOMON MASON.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

David Reese being sworn, says: I am acquainted with petitioner and knew his horse. I saw the horse in Clark's company after he was taken. Mr. Henshaw went up to it and laid his hand on the horse and said to the rider, "This is my horse." He answered, "Is it?" and he answered, "Yes, I'll be damned if it isn't."

DAVID REESE.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

August, 1856, I was taken a prisoner by some armed men, under General Clark, near West Point, in Missouri. I had a buggy, or spring wagon, and a span of horses, all in good harness at the time. These were taken from me, and I was demanded to surrender myself up to them; my property was taken from me, and I was placed under guard as a prisoner, only I was without hope of trial by justice or jury. My life was held by the control of a few men; some wanted me to be poisoned, others suggested the shortest way to get rid of me was to give me "hot balls." In this state of affairs I applied for a hearing to know what wrong I had done; the only reply given to me was that "it was enough for me to know that I had to leave the Territory." When I was examined they stripped off all my clothes, even to my shirt, and I was treated as a common thief. About this time nearly fifty men were sent to my house to fetch all the goods they could find, together with money, horses, and all that was worth bringing, and one of my witnesses will inform the honorable commissioner, in his deposition, how my house was violently entered into, the keys of all the boxes, chests, trunks, drawers, and other things, were demanded, and also how they searched all these things mentioned, and also the wearing apparel of myself and family was taken from my house. All the money they could find was taken, and the goods mentioned in the schedule, annexed to this petition, is a true and correct account of the goods destroyed, stolen, injured, and returned by the company under the command of General Clark, as certified to by one of the eye-witnesses to part of the scenes, viz: the surgeon of the army under the command of General Clark.

And your petitioner further begs to represent to your honor that the charges of property destroyed, stolen, &c., in the schedule were occasioned solely because I assumed the privilege of my country, viz: "to vote as I saw most proper." My family at this time suffered severely from being expelled from their home, my wife (in a delicate state) was compelled to lie upon the damp ground under a wagon, and in consequence of exposure my family did not regain their health till this spring.

WILLIAM HUTCHIN.

Sworn to and subscribed before me this 13th day of October, 1857.

HENRY DE VILLIERS,
Notary Public.

SCHEDULE.

Territory of Kansas to William Hutchin, Dr.

One horse, killed by being overdriven upon express business	
by the militia	\$200 00
Three horses stolen, but returned in an injured condition	300 00
Cash stolen out of my house	16 50
Two tents, with ropes, size 18 by 16 feet	50 00
Two wagon sheets	15 00

A quantity of wearing apparel - - - - -	\$35 00
One Colt's revolver and equipages - - - - -	30 00
Four saddles, saddle blankets, bridles, lariats and martin- gals - - - - -	155 00
Seven guns and one keg of rifle powder - - - - -	175 00
Seven powder flasks, five bags of shot and gun caps - - - - -	40 00
A chest of carpenters' tools - - - - -	170 00
One watch and key - - - - -	50 00
Pair of spurs and whip - - - - -	3 50
Stack of hay destroyed - - - - -	100 00
	<hr/>
	1,340 00
	<hr/> <hr/>

TERRITORY OF KANSAS, *County of Linn* :

The testimony of T. J. B. Rockwell, being a citizen of the United States, and duly sworn, saith : That on or about the 25th of August, 1856, I knew Mr. Hutchin to be taken a prisoner near West Port by a body of men under the command of George W. Clark; also two horses and a spring wagon; they were detained at this place about three or four days; the man being in a bad state of health, in his shirt sleeves at the same time; in five days after he was taken a prisoner there was a body of about fifty men sent to his house; they then took two horses and a two-horse wagon, tents, shot-guns, rifles, saddles, and a lot of hunting equipages; they were taken to the camp near Paris, the county seat of Linn county; some twelve days after the above dates the horses and wagon were returned to him, but in a very damaged condition; I am satisfied these things were returned in an injured condition, full 50 per cent. less in value than when they were taken from him; a quantity of other things, consisting of guns, saddles, tents, wagon sheets, and things, were never returned that I have any knowledge of; I know Mr. Hutchin was in such bad health as to render it necessary to procure medical aid, and the manner in which he was exposed was calculated to bring on other serious diseases in his half-clad condition; I heard some of the men say in the camp they had two tents of Hutchin's, I do not know the value of them, and also a revolver; I saw a wagon load of different things come into the camp that the men said had been brought from Mr. Hutchin's, but cannot particularize them; that for me to endure the losses and to be placed in his condition, I would not have suffered for the charges named in the schedule; I was the surgeon in charge of the army at the time of said difficulties.

THOS. J. B. ROCKWELL.

Sworn to and subscribed before me this 26th day of October, A. D. 1857.

[L. s.]

HENRY DE VILLIERS,
Notary Public.

TERRITORY OF KANSAS, *County of Linn* :

I, Noel Henderson, of the county of Linn, Territory of Kansas, a citizen of the United States, being duly sworn, saith : That on the 2d day of September, 1856, a quantity of armed men came to Mr. Hutchin's house; they demanded the guns, two horses and wagon; they hunted the house over themselves without leave from any person but themselves; they took all the goods and chattels mentioned in the bill appended to this; some of the company said they had Mr. Hutchin a prisoner before they came to the house; one of the men used improper language to Mrs. Hutchin; they took Mr. Hutchin's four horses and a wagon and a buggy, and all the horse gear they could find, and the wagon was full of different sorts of plunder; while one part were loading the wagon, others were searching the house and filling their pockets; I was in the house when they demanded of Mrs. Hutchin to unlock every box and drawer there was in the house; I saw them searching the bureau where the money used to be kept.

NOEL HENDERSON.

Sworn to before me this 13th day of October, 1857.

[L. s.]

HENRY DE VILLIERS,

*Notary Public, Linn County, Kansas Territory.*TERRITORY OF KANSAS, *County of Linn* :

The affidavit of Thomas Smith, of the county of Linn and Territory of Kansas, being one of the militia who served under General Clark during the time William Hutchin was a prisoner under the said company.

The said Thomas Smith, being duly sworn, saith : That on or about the last of August I was in General Clark's company as one of the militia; I saw Mr. Hutchin taken a prisoner by the said militia company; I saw his buggy and two buggy horses taken away from him; we left West Port a few days after this and went near Paris, the county seat, where orders were given to go and take all the things out of Mr. Hutchin's house and burn it; I did not go with them; I saw the company come back with a wagon and two horses belonging to Mr. William Hutchin, and a load of goods of different sorts; I cannot say the particular value of them, only I know they were brought into the camp, the same things as mentioned in the schedule; I saw the men begin to pick the things up, and one of the company came out of the camp with a rifle that he said he had taken of Hutchin; I left then for a few days, and after I returned I found Mr. Hutchin still a prisoner, when I finally left; I left him a prisoner under the charge of the militia.

his
THOMAS + SMITH.
mark.

Sworn to and subscribed before me this 13th day of October, A. D. 1857.

[L. s.]

HENRY DE VILLIERS,

Notary Public.

TERRITORY OF KANSAS, *County of Linn:*

The affidavit of James L. Hutchin, of the county of Linn and Territory of Kansas, being a son of William Hutchin, the petitioner; the said J. L. Hutchin, being a citizen of the United States, and over the age of 21 years, was duly sworn, and saith: That on the latter end of the month of August, or about the beginning of September, a company, in command of one Captain Davis, serving under General Clark, came to my father's house and ordered me to fetch my father's two-horse wagon and his two wagon horses, to have them harnessed and put into the wagon; I had to do so by compulsion, as the men were all armed and about 50 in number; while I was doing this, some went into the company, others standing at the door, to know when they were going to burn the house; I went into the house then, and the men demanded of my mother the keys of all the boxes, trunks, and drawers there were in the house; she gave them up to them, as they told her they were going to burn the house in three hours or less; the men began to search all the boxes, drawers, bags, and everything else they pleased; I saw some of the men put several things into their pockets; they then began to load up the wagon with the goods—some carried out of the house to the wagon, while others searched; when they had taken all they could find, they told me they had a writ from General Clark to burn the house in three hours, and they ordered us to leave the Territory immediately; after they had left I began to look round to see what they had taken away with them, as we had to leave for the safety of our lives; but in consequence of the loss of our team, clothing, and other things taken away, we suffered more from exposure than from the loss of our goods; I found among the missing articles my father's four horses, buggy, wagon, and the harness upon the horses; sixteen dollars and fifty cents had been taken in money; a new revolver, seven guns, with all things belonging to them, and a keg of powder and a bag of shot; three saddles, and all the horse gear they could find, the saddles were nearly new; they took all our carpenters' tools, to the value of \$75; a watch and key, two wagon sheets, and two very large tents; we had recently bought them; they were worth \$65—*i. e.*, the tents and wagon covers; the stack of hay was destroyed by the men tearing down the fence, as we had to leave to save our lives; one of our horses was killed by overrunning it upon express business by Clark's men; it was a fine horse; we brought it from Illinois; the other horses, buggy, and wagon were returned to us after we came back, but they were not worth half what they were when the militia took them from us; I have examined the schedule, and certify that the charges are correct and just.

J. L. HUTCHIN.

Sworn to and subscribed before me this 13th day of October, A. D. 1857.

[L. s.]

HENRY DE VILLIERS,
Notary Public.

TERRITORY OF KANSAS, *County of Linn*:

The affidavit of Henry Thomas in relation to the loss of William Hutchin; the said Henry Thomas was boarding and working with Mr. Hutchin at the time his house was sacked and pillaged by the army under General Clark:

I, Henry Thomas, of the county and Territory aforesaid, being duly sworn, saith: That on or about the 2d day of September, 1856, a quantity of armed men came to Mr. Hutchin's house, where I was boarding at the time; I saw the men ride up to the fence, fastened their horses, and came into the house; they then demanded all the keys, but they did not wait to unlock all the boxes, but they broke open some of the boxes, among which they came to a trunk of mine and tore it open; I was in the Black Hawk war, and I have fought in the wars of the United States, and have received two land warrants from Washington city for my services; but I never saw anything so bad and mean in my life as I saw under General Clark at the time they came to steal Mr. Hutchin's property; Mr. Hutchin had two horses and a wagon, together with harness, taken on the day they came to the house; the horses were worth \$200 each, they were brought from Illinois to this Territory; the wagon was worth \$120, that was also brought from Illinois; I saw the men searching the boxes, but do not exactly know what was taken, but I believe that amount of money was taken; I saw the tents and wagon sheets taken as charged in the bill, and they were worth sixty-five dollars or more; they were made expressly for our use when we left Illinois; I saw the men take clothes out of the house by the armful; I do not know the name of every article taken, but I know they had more than \$35 worth; I know that Mr. Hutchin had a revolver, I have handled it often; I saw some of the men take it away, it was worth \$30; I saw the men take all the bridles, saddles, saddle blankets, and martingals there were about the place; there were three or four saddles and five bridles, martingals, and lariats, to the amount of one hundred and fifty-five dollars; we had these things all new when we started for Kansas; I know that Mr. Hutchin had seven guns, some were double-barrelled shot-guns; there were four rifles amongst the seven, these were worth \$175; one of these was a double-barrelled rifle, which cost \$75, and was worth \$50 when it was taken away; there were five bags of shot, one keg of powder, about 30 pounds of lead, and sixteen powder horns and flasks, the whole of these were worth \$40; Mr. Hutchin had a chest of carpenters' tools, these were all taken, and the chest of tools was worth \$170; Mr. Hutchin had a watch and key taken, it was worth \$50; I saw one of the men put on the spurs charged, and the fellow also took a whip; the spurs and whip were worth three or four dollars; some of the company tore down part of the fence, and Mr. Hutchin had about \$100 worth of hay destroyed.

his
HENRY + THOMAS.
mark.

Witness:

WM. HUTCHIN.

Sworn to and subscribed before me this 13th day of October, A. D. 1857.

HENRY DE VILLIERS,
Notary Public.

In the matter of the petition of William Hutchin.

The commissioners make the following award in this case :

For one horse killed	-	-	-	-	-	\$200 00
For three horses returned damaged	-	-	-	-	-	200 00
For cash taken from house	-	-	-	-	-	16 50
For tents and wagon sheets	-	-	-	-	-	65 00
For wearing apparel	-	-	-	-	-	35 00
For one Colt's revolver and equipments	-	-	-	-	-	30 00
For saddles, bridles, martingals, blankets, &c.	-	-	-	-	-	65 00
For seven guns and one keg of rifle powder	-	-	-	-	-	175 00
For seven powder flasks, five bags shot, gun caps, &c.	-	-	-	-	-	30 00
For chest of carpenters' tools	-	-	-	-	-	75 00
For one watch and key	-	-	-	-	-	50 00
For whip and spurs	-	-	-	-	-	3 50
For stack of hay	-	-	-	-	-	50 00
						995 00
Interest at 6 per cent, two and a half years	-	-	-	-	-	149 25
						1,144 25

HENRY J. ADAMS.
SAMUEL A. KINGMAN.
EDWARD HOOGLAND.

No. 340.

Your petitioner, William Hobson, states that he was a citizen of Linn county, Kansas Territory, September 3, 1856, and has so remained to the present time. He further states that on the 3d day of September, 1856, a body of armed men, commanded by General George W. Clark, and professing to act under the authority of the United States, forcibly and against the will of your petitioner, took, destroyed, and carried away property to the amount of fifteen hundred and twenty-five dollars, a bill of which said property is hereto attached, marked A, and made a part of this petition. Wherefore your petitioner prays such suitable allowance as may appear just from testimony adduced.

WILLIAM HOBSON.

Affirmed to before me May 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

A.

Losses sustained by William Hobson.

Four head of cattle	-	-	-	-	-	\$100 00
Five hundred bushels of corn	-	-	-	-	-	500 00
One saddle	-	-	-	-	-	10 00
One rifle gun	-	-	-	-	-	15 00
						625 00
Use of saw-mill	-	-	-	-	-	900 00
						1,525 00

In the matter of the petition of William Hobson.

LINN COUNTY, ss :

Solomon Mason, being duly sworn, says: That he is acquainted with the petitioner; has known him to be a citizen of the Territory of Kansas since the fall of 1855; on the 3d day of September, 1856, he was the owner of and in peaceable possession of some cattle, some corn, a saddle, and a rifle gun; a posse came into our neighborhood, on Sugar creek, near the centre of this county, and ordered us all to leave; they gave us our choice of three courses, either to join them and rob and murder as they did, or leave the Territory, or have our lives taken; Jesse Davis was the captain of the posse, numbering altogether about 300, pretending to act under the authority of the law. Mr. Hobson, the petitioner, was one of the men to whom the choice was so given; Mr. Hobson, with his family, left the Territory and was gone about seven weeks, when he returned to the Territory and his home; when he returned he found a part of his cattle gone; I can't say how many, nor their value; a saddle had been taken, worth about \$10, and a gun, worth \$15; about 500 bushels of his corn were destroyed by stock breaking into the field; he owned a steam saw-mill; had been running it steady till driven off, and while he was gone the mill was necessarily idle; I don't know what it was worth per week, and cannot state his losses on that score; he had altogether 60 acres of corn.

SOLOMON MASON.

Sworn to before me May 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Benjamin Hinshaw, being duly sworn, says: That on the 3d day of September, 1856, Mr. Hobson left the Territory, with his family, and was gone about seven weeks. I did not hear him ordered off; I was a prisoner at the time, having been taken prisoner by Captain Jesse Davis and his company. Heard the members of the com-

pany say that they had ordered Hobson off. He was gone seven weeks, and returned to the Territory and his home. When he returned he found some of his cattle missing; I don't know how many, nor their value. He had, altogether, about thirty head of all sizes; don't know what became of those that were lost. I saw his cornfield, and was through it several times; think there were 500 bushels gone or destroyed. It was destroyed by the stock breaking into the fields. When he left he had a good fence around his field of corn. This corn was worth \$1 per bushel in the field as it stood at that time. He was the owner, when driven off, of a steam saw-mill on Little Sugar creek, a branch of Big Sugar, which he had been running steadily up to the time he was driven off. While he was gone the mill was necessarily idle; can't state what it was worth to petitioner per week. When he left he went to Illinois, took his family with him by land, and returned the same way. He lost also a saddle worth \$15, and a gun worth \$15; these were taken on the 3d September by Captain Davis's company, at the same time that I was taken prisoner. Petitioner never recovered this property, nor any part of it.

BENJAMIN HINSHAW.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN, *Commissioner.*

In the matter of the petition of William Hobson.

Petitioner in this case claims for—

4 head of cattle	-	-	-	-	\$100 00
500 bushels of corn	-	-	-	-	500 00
1 saddle	-	-	-	-	10 00
1 rifle gun	-	-	-	-	15 00
Use of saw-mill	-	-	-	-	900 00

The commissioners think the claim for the use of the mill is clearly inadmissible. The other items, they think, are proved, and they accordingly award as follows:

4 head of cattle	-	-	-	-	\$100 00
500 bushels corn, at \$1 per bushel, less 10 cents for harvesting	-	-	-	-	450 00
1 saddle	-	-	-	-	10 00
1 rifle gun	-	-	-	-	15 00

Interest, 2½ years, at 6 per cent. per annum	-	-	-	-	86 25
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Total award	-	-	-	-	661 25
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HENRY J. ADAMS.
 SAM'L A. KINGMAN.
 EDWARD HOOGLAND.

No. 341.

Your petitioner, Thomas James, states that he was, during the months of September and October, 1856, a citizen of Linn county, and has remained such up to this time.

He further states that he, in the month of September, 1856, fled from the county, believing that his life was in danger.

He further states that while thus absent from home, and during the disorder then prevailing, there was taken from him property amounting to \$139 25.

Said property was taken forcibly, and against the will of the petitioner; and a bill thereof is hereto attached, and made a part of this petition.

Wherefore your petitioner prays such allowance as may be deemed just from testimony adduced.

THOMAS JAMES.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN, *Commissioner.*

My crop of corn, 100 bushels or more, worth	-	-	\$100 00
A fine lot of pumpkins	-	-	5 00
Cabbage and other garden vegetables	-	-	10 00
Tobacco, $\frac{1}{2}$ of an acre	-	-	5 00
Cooking utensils	-	-	3 50
Two chairs	-	-	2 00
One horse collar	-	-	1 00
One well bucket, and half a dozen chickens	-	-	2 00
One weeding hoe, 50 cents; one stone jar, 25 cents	-	-	75
Total	-	-	<u>139 25</u>

In the matter of the petition of Thomas James.

LINN COUNTY, ss:

Daniel B. James, being duly sworn, says: That he is son of petitioner; that petitioner is a citizen, and has been since the fall of 1855. I lived a neighbor to him in 1856. He had a crop of corn growing. On the 3d or 4th of September, 1856, he left the Territory because it was unsafe for him to stay. The neighborhood was in a great state of excitement. General Clark burned a store at Sugar Mound the night before we left, and word was brought that the same set of men were coming over to Lost creek to clean us all out. Everybody on that creek fled save one man, who was too sick to leave. My father was gone about six weeks. When he returned his corn was destroyed. There were about three acres; probably a little more. It would have made 100 bushels or upwards. It was worth, standing in the field, 50 cents per bushel; in the winter it was worth \$1 per bushel. His pumpkins, cabbage, garden vegetables, and tobacco

were all destroyed during his absence, worth \$20; his cooking utensils, worth \$3 50; 2 chairs, worth \$2; a horse collar, worth \$1; some chickens and a well bucket, worth \$1; and a stone jar, worth ———, were all taken while the petitioner was gone, as aforesaid. He has never got any of these things since. I don't know how many chickens there were, nor what they were worth.

DANIEL B. JAMES.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN, *Commissioner*.

Thomas James, being duly sworn, says that he is the petitioner in this case; that the corn he lost was as much as one hundred bushels, worth, standing in the field, 50 cents a bushel; that he lost pumpkins, cabbage, and other garden vegetables, and tobacco, worth \$20; cooking utensils, worth \$3 50; two chairs, worth \$2; one horse collar, worth \$1; one well bucket and half a dozen or upwards of chickens, worth \$2; one weeding hoe, worth 50 cents; and one stone jar, worth 25 cents; none of which property have I ever recovered, nor any compensation for it.

THOMAS JAMES.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN, *Commissioner*.

In the matter of the petition of Thomas James.

The petitioner claims in this case for loss of corn	-	-	\$100	00
Other articles	-	-	39	25
			<u>139</u>	<u>25</u>
The proof shows loss of corn and its value	-	-	50	00
And the other items as charged	-	-	39	25
			<u>89</u>	<u>25</u>
Interest, 2½ years, at 6 per cent.	-	-	13	35
			<u>102</u>	<u>60</u>
Total award	-	-	102	60

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 20, 1859.

No. 342.

Your petitioner, Abram O. King, states: That he was, in the months of July and August, 1856, a citizen of Linn county, Kansas Territory, and has so remained to this time. He further states that in the month of August, 1856, a party of armed men, commanded by John Brown, with force and arms, and against the will of petitioner, took and carried away one sorrel mule, of the value of eighty dollars; one saddle and bridle, of the value of ten dollars; one gun, worth fifteen dollars; and one coat, worth five dollars.

Your petitioner further states that he has never recovered possession of said property, nor has he received any pay therefor.

Wherefore he prays such allowance as may seem just from testimony adduced.

ABRAM O. ^{his} × KING.
mark.

Witness: S. A. KINGMAN.

Sworn to before me May 31, 1859.

SAM'L A. KINGMAN,
Commissioner.

The testimony shows that the above petition should have been presented in the name of William King, deceased. The widow is administratrix; the above petitioner is an heir-at-law.

In the matter of the petition of William King's administratrix.

Samuel Carmack, being sworn, says: I am acquainted with the petitioner, and have been since the latter part of 1855. He is a citizen of Kansas, and has been ever since I knew him. In 1856, about the first of August, some of John Brown's posse, by force of arms, took from the petitioner's possession a mule, worth \$80 or \$85; bridle and saddle, worth \$15; a rifle, worth \$15; a coat, worth \$5. As far as I know, the petitioner never recovered any of this property, nor received any pay for it. Petitioner was also taken prisoner, for a day or two, when his property was taken.

SAMUEL CARMACK.

Sworn to before me May 31, 1859.

SAM'L A. KINGMAN,
Commissioner.

Abram O. King, sworn, says: I am the petitioner; a citizen of Kansas, and have been ever since 1855. The articles set forth in my petition are correct and true, and the prices reasonable. Never have recovered any of my property lost, nor any pay for it. I was twenty years old last December. This property was taken from me in July or August, 1856. My father was living, at that time, about a mile west from Paris, in Linn county. He is dead now. The property taken was my father's, except the gun, which was mine. My mother is the administratrix on my father's estate. She is living in Linn county, but cannot get here on account of high water. There are five children of my father now living. My mother's name is Martha King. My father's name was William King.

his
ABRAM O. × KING.
mark.

Witness: SAM'L A. KINGMAN.

Sworn to before me May 31, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of William King's administratrix.

Petitioner claims for property taken, viz: 1 mule, &c.	-	\$110	00
The proof sustains the claim.			
Add interest, 2½ years, at 6 per cent.	-	-	16 50
Total award	-	-	126 50

EDWARD HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

JULY 1, 1859.

COUNTY OF LINN, ss:

The Territory of Kansas to all persons to whom these presents shall come, greeting:

Know ye, that whereas William King, late of the county of Linn, died intestate, as it is said, having at the time of his death property in this Territory, which may be lost, destroyed, or diminished in value if speedy care be not taken of the same: to the end, therefore, that said property may be collected, preserved, and disposed of according to law, I do hereby appoint Martha Ann King administratrix of all and singular the goods, chattels, notes, and credits which were of the said William King at the time of his death, with full power and

authority to secure and dispose of said property according to law, and collect all moneys due said deceased, and in general to do and perform all other acts and things which are or hereafter may be required of her by law.

In testimony whereof, I, Pleasant Chitwood, clerk of the probate court in and for the county of Linn aforesaid, have hereunto signed my hand and affixed the seal of said court, at office in Paris, this 8th day of October, A. D. 1858.

[L. s.]

PLEASANT CHITWOOD, *Clerk.*

Filed and recorded October 8, 1858.

P. CHITWOOD, *Clerk.*

TERRITORY OF KANSAS, *Linn County, ss :*

I, Pleasant Chitwood, clerk of the Linn probate court, do hereby certify that the within and foregoing is a true and accurate copy of the original letters of administration of Martha Ann King upon the estate of William King, deceased, as recorded in my office, in record book A, and page 150.

In witness whereof, I, Pleasant Chitwood, clerk of the probate court in and for Linn county, have hereunto set my hand and affixed the seal of said court, at office in Paris, the first day of June, A. D. 1859.

[L. s.]

PLEASANT CHITWOOD, *Clerk,*
By ASA HAIRGROVE, *Deputy Clerk.*

No. 343.

To the honorable board of commissioners for auditing claims, appointed under the provision of the territorial legislature, February 7, 1859:

The petition of Mary Lovell, a citizen of Kansas Territory, in regard to her claim, as presented by her attorney, Henry De Villiers: She cannot attend in consequence of the sickness of part of her family, together with the distance of her residence, and the high state of the waters renders it so that it cannot be possible for her to attend; she states that her loss, in consequence of territorial difficulties, has been to the amount of four hundred and ninety dollars, (\$490;) that she has not received any portion of her loss, as set forth in her petition before J. H. Strickler; she has not received any pay for her claim, and begs to refer the honorable commissioners to her papers, as filed before General Strickler, and prays that an award may be made for her losses, with interest thereon.

HENRY DE VILLIERS,
Attorney for Mary Lovell.

Henry De Villiers made oath that he is the attorney for the petitioner, Mary Lovell, and that he believes the statements of the foregoing petition are true.

SAM'L A. KINGMAN, *Commissioner.*

MAY 30, 1859.

TERRITORY OF KANSAS, *County of Linn :*

The petition of Mary Lovell, (a widow lady,) of the county of Linn and Territory of Kansas, under an act of the territorial legislature entitled "An act to provide for the auditing of claims," approved February 23, A. D. 1857, to the honorable commissioners by law appointed:

I, Mary Lovell, was living at Sugar Mound, in the county and Territory aforesaid, during the month of August. Sundry bands of marauders, as well as the territorial militia, were in my neighborhood. About this time sundry bands of armed men came to my residence. I being a lone widow, and unprotected, they demanded of me all my property. They had at the time they were telling me a wagon and span of horses of mine in their possession, which they had forcibly taken from my premises—or there was one mare and one horse—together with all the horse-tackling belonging thereto. They ordered me to leave the Territory, as they were going to take all I had. This caused me much fear, as I knew several houses had been burned about this time; and to save my life I had to walk in a pair of old shoes from Sugar Mound to Westport, in Missouri, a distance of about twenty-five miles; but before I started my household goods were all taken from me, consisting of three feather beds, bed-clothing, and bedsteads, just as they had been made in the morning, worth twenty dollars each. My horses were worth one hundred and twenty-five dollars each; the harness worth about twenty dollars; wagon, eighty dollars. A cow and calf were taken away by these marauders, worth twenty-five dollars; a lot of cooking vessels, worth ten dollars; one table worth five dollars; and two trunks, full of wearing apparel and bed-clothing, worth twenty dollars each. These, as charged in the schedule annexed to this petition, were the items of my losses as mentioned in the petition, were caused solely by the territorial difficulties, and the loss of the same has been to me a cause of much trouble and inconvenience, and the list of articles as charged in said schedule is just and reasonable.

MARY ^{her} + LOVELL.
mark.

Witness: MICHAEL GONIN.

Sworn to and subscribed before me this 27th day of November, 1857.

[L. s.]

HENRY DE VILLIERS,
Notary Public.

SCHEDULE.

The Territory of Kansas to Mary Lovell, Dr.

One horse and mare, value of \$125 each	-	-	-	-	\$250	00
Wagon	-	-	-	-	80	00
Horse-tackling for said horses	-	-	-	-	20	00

KANSAS CLAIMS.

1311

One cow and calf, worth	- - - - -	\$25 00
A lot of cooking vessels and crockery	- - - - -	10 00
Table	- - - - -	5 00
Two trunks, and each full of clothing and bedding, worth \$20 each	- - - - -	40 00
Three feather beds and bed-clothes, worth \$20 each	- - - - -	60 00
		<u>490 00</u>

TERRITORY OF KANSAS, *County of Linn* :

The affidavit of William Robinson, of the county and Territory aforesaid, in relation to the losses of Mrs. Mary Lovell, a widow woman : The said William Robinson, being duly sworn, saith : I am a citizen of the United States. I was in the southern army under the command of General G. W. Clark. I know some men left our camp with a wagon and a span of horses, and some goods inside, consisting of beds and bedding, but I do not know how many there were. The men had stolen them from some persons in the Territory, and one of the men in our camp said "they were Widow Lovell's team and goods." I do not know the value of the beds and clothing, but the wagon, horses, and horse gear were worth between three hundred dollars and four hundred dollars. There had been a cow and calf driven off belonging to the same widow. I believe they were worth twenty-five dollars.

WILLIAM ROBINSON.

Sworn to and subscribed before me this 1st day of December, A. D. 1857.

[L. s.]

HENRY DE VILLIERS,
Notary Public.

In the matter of the petition of Mary Lovell.

The petitioner claims in this case, for loss of property	-	<u>\$490 00</u>
The proof is not full, nor satisfactory. The board feel authorized to allow the petitioner, under all the circumstances, the sum of	- - - - -	400 00
Interest, 2½ years, at 6 per cent.	- - - - -	60 00
Total award	- - - - -	<u>460 00</u>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 21, 1859.

No. 344.

Your petitioner, Solomon Mason, states: That on the 3d day of September, 1856, he was a resident of Linn county, Kansas Territory, and is still a resident therein. And your petitioner further states that on the day and year aforesaid an armed body of men, commanded by Jesse Davis, professing to act under the authority of the general government, took, destroyed, and carried away goods, chattels, and effects to the amount of six hundred and eight dollars, (\$608,) a bill of which (said goods) is hereto attached, marked A, and made a part of this petition. Wherefore your petitioner prays your honors to make such suitable allowance as you may deem just and proper from the testimony adduced.

MITCHELL & AYRES,
For Petitioner.

TERRITORY OF KANSAS, *Linn County, ss:*

Solomon Mason, being sworn, says the statements in the above petition are true.

SOLOMON MASON.

Sworn to and subscribed before me, J. L. Scott, one of the justices of the peace in and for said court, this 21st day of May, 1859.

JAMES L. SCOTT, *J. P.*

TERRITORY OF KANSAS, *County of Linn, ss:*

I, Asa Hairgrove, clerk of the county board of Linn county, Kansas Territory, do hereby certify that James L. Scott, whose name appears to the foregoing affidavit, is, and was at the time of taking said instrument, an acting justice of the peace in and for said county of Linn and Territory of Kansas, and that his name thereto is genuine, and that he is duly qualified and commissioned according to law, and as such full faith and credit should be given to his official acts as such justice.

In witness whereof, I have hereunto set my hand and affixed the seal of office, at my office in Paris, the 23d day of May, A. D. 1859.

ASA HAIRGROVE,
Clerk County Court Linn Co., K. T.

Losses sustained by Solomon Mason.

400 bushels of corn, at \$1	-	-	-	-	-	\$400	00
24 dozen chickens, at \$3	-	-	-	-	-	72	00
One saddle, bridle, and martingal	-	-	-	-	-	18	00

KANSAS CLAIMS.

1313

One set harness	-	-	-	-	-	-	\$18 00
Expenses while driven out	-	-	-	-	-	-	100 00
							<u>608 00</u>

In the matter of the petition of Solomon Mason.

William Hobson, being duly sworn, says: I am acquainted with the petitioner, and have been since 1855, in the Territory. Petitioner is a citizen of Kansas, and has been ever since 1855. On the 3d day of September, 1856, the petitioner was the owner, and in peaceable possession of, the following property: Some 50 or 60 acres of corn in the field, worth \$1 a bushel in the field; of this he lost some 400 bushels. He had some chickens—don't know how many—worth 25 cents apiece. They were gone when he returned. He lost a saddle and martingale; I think \$18 a reasonable price for them. He also lost one double set of harness, worth \$18 or \$20.

Petitioner, on the 3d of September, 1856, was driven away by Clark and his posse; it was at this time, and during his absence, that the above mentioned property was lost. Petitioner was absent nine weeks. Mr. Mason never has recovered any of the above mentioned property, nor received any pay for it.

WILLIAM HOBSON.

Affirmed to be true, and subscribed before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

Benjamin Hinshaw, being duly sworn, says: I am acquainted with the petitioner, and have been since 1855, in the Territory. He is a citizen of Kansas, and has been ever since 1855. On the 3d day of September, 1856, Clark's posse ordered the petitioner to leave the Territory, and he left. At the above mentioned time he owned some corn standing in the field, and worth about one dollar a bushel as it stood. During his absence he lost some 400 bushels of his corn; he also lost some 300 chickens, worth 25 cents apiece; a saddle, bridle, and martingale, worth \$18, was taken; he also lost a set of double harness, worth \$20. All the above mentioned property was taken during his absence of seven weeks. He never has recovered any of said property, nor received any pay for it.

BENJAMIN HINSHAW.

Sworn to and subscribed before me this 30th day of May, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Solomon Mason.

Petitioner in this case claims for losses as follows :

400 bushels of corn, at \$1	-	-	-	-	-	\$400 00
24 dozen chickens, at \$3	-	-	-	-	-	72 00
1 saddle, bridle, and martingale	-	-	-	-	-	18 00
1 set of harness	-	-	-	-	-	18 00
Expenses while driven out	-	-	-	-	-	100 00
						608 00
						608 00

The commissioners award as follows :

400 bushels of corn, at \$1 per bushel, less 10 cents for harvesting	-	-	-	-	-	360 00
24 dozen chickens, at \$3	-	-	-	-	-	72 00
1 saddle, bridle, and martingale	-	-	-	-	-	18 00
1 set of harness	-	-	-	-	-	18 00
Expenses inadmissible.						
						468 00
Interest, 2½ years, at 6 per cent.	4	-	-	-	-	61 20
						529 20
Total award	-	-	-	-	-	529 20

HENRY J. ADAMS.
SAM'L A. KINGMAN.
EDW'D HOOGLAND.

JUNE 20, 1859.

No. 345.

To the board of commissioners for auditing claims :

The petition of Peter Majors, of Linn county, in regard to the territorial difficulties, sheweth : That he was a sufferer by loss of property, between the 1st of November, 1855, and December 1, 1846, to the amount of one hundred and fifty dollars, as set forth in his petition and papers taken before H. J. Strickler, esq. ; that the loss as there set forth was occasioned solely by territorial difficulties ; that he has not at any time received any part of the property back, or pay for the same, and he begs to refer your honorable board to the testimony filed before General Strickler, as the parties in proof have left the county ; he further says that in consequence of sickness he could not attend, but has appointed Henry De Villiers to act as his attorney ; and said attorney prays that an award be made, with interest thereon.

HENRY DE VILLIERS,
Attorney for Peter Majors.

Henry De Villiers made oath that he is the attorney for the petitioner, and that he believes the facts set forth in the above petition are true.

SAM'L A. KINGMAN,
Commissioner.

MAY 30, 1895.

TERRITORY OF KANSAS, *County of Linn, ss:*

The petition of Peter Majors, of the county of Linn and Territory of Kansas, under the provisions of an act of the territorial legislature entitled "An act to provide for the auditing of claims," approved February 23, 1857.

I, Peter Majors, of the Territory and county aforesaid, beg to represent unto the honorable commissioner, that during the early part of the month of September, 1856, I was the legal owner of a fine mare, and the said mare was taken away from your petitioner by force of arms, and applied to the use of the militia under General Clark, as proved in the deposition of two witnesses, whose depositions are annexed to this petition doth prove; and your petitioner begs to state to the honorable commissioner that the charge in the schedule annexed to this petition is just and reasonable.

PETER MAJORS.

Sworn to and subscribed before me this 12th day of November, A. D. 1857.

[L. S.]

HENRY DE VILLIERS,
Notary Public.

SCHEDULE.

Territory of Kansas to Peter Majors, Dr.

One mare, value of - - - - - \$150
==

TERRITORY OF KANSAS, *County of Linn, ss:*

The affidavit of Tilghman Clark, a witness in the case of Mr. Majors, being one of the militia.

I, Tilghman Clark, being a citizen of the United States, and duly sworn, saith: That I rode a mare to Westpoint, in Missouri; I returned the mare to the company; the mare I returned to the company, I was informed, was Mr. Majors's mare; it was a good one, and worth the charge mentioned in the schedule.

TILGHMAN CLARK.

Sworn to and subscribed before me this 12th day of November, 1857.
 [L. s.] HENRY DE VILLIERS,
 Notary Public.

TERRITORY OF KANSAS, *County of Linn, ss:*

The affidavit of Oliver Wesstover, of the county of Linn and Territory of Kansas, being one of the militia company under General Clark, at the time Peter Majors's mare was stolen by the said militia company.

I, Oliver Wesstover, a citizen of the United States, being duly sworn, saith: That I saw Peter Majors's mare in General Clark's company; I was one of the militia at the time; I knew the mare when I saw it brought into the camp; I told one of the officers that it was Mr. Majors's mare; I remained in the company some time after this, and when I left Mr. Majors's mare was there; I believe the mare was worth \$150, it was a good one; I never saw it since.

OLIVER ^{his} X WESSTOVER.
 mark.

Sworn to and subscribed before me this 13th day of November, A. D. 1857.
 [L. s.] HENRY DE VILLIERS,
 Notary Public.

In the matter of the petition of Peter Majors.

Petitioner claims for one mare taken - - - - - \$150

No averment or proof of citizenship. No evidence but that the mare was returned or paid for.

The claim must be rejected.

EDWARD HOOGLAND.
 HENRY J. ADAMS.
 SAMUEL A. KINGMAN.

No. 346.

To the board of commissioners for auditing claims:

The petition of William Rogers, of the county of Linn, being a citizen of Kansas, states: That he suffered loss between the 1st of November, 1855, and the 1st of December, 1856, in consequence of the territorial difficulties; the loss he suffered by said difficulties is three hundred and twenty-nine dollars, (\$329,) as set forth in petition and papers filed before H. J. Strickler, and the property as there set

forth. He further says he never has at any time received back any portion, either in whole or in part; nor has he received any compensation for the same at any time. And he begs to refer to the papers filed before General Strickler for proof, as some of the witnesses in his case have left the Territory, and their testimony cannot be obtained. And he begs that the commissioners will be pleased to make an award, with interest, for the same.

HENRY DE VILLIERS,
Attorney for Wm. Rogers.

Henry De Villiers made oath that he is the attorney for William Rogers, the petitioner, and that he believes the statements of the foregoing petition are true.

SAM'L A. KINGMAN,
Commissioner.

MAY 30, 1859.

TERRITORY OF KANSAS, *County of Linn, ss:*

Petition of William Rogers, of the county and Territory aforesaid, under the provisions of an act of the territorial legislature entitled "An act to provide for the auditing of claims," approved February 23, 1857.

I, William Rogers, of the county and Territory aforesaid, respectfully represent unto the honorable commissioner: That on or about the 28th day of August, A. D. 1856, an armed body of men, under command of one Captain Brown, of the northern army, entered and with force and arms took and carried away from my house and premises the articles mentioned in the schedule annexed to this petition, and made a part thereof; that the values set upon said articles are fair and reasonable; that said losses were in consequence of the difficulties existing in the Territory at the time, and that I have never received any compensation or indemnity for said losses.

WM. ROGERS.

Sworn to and subscribed before me this 15th of October, 1857.

H. J. STRICKLER,
Commissioner.

Territory of Kansas to William Rogers, Dr.

1856.

August 28.—To 1 bay mare, 5 years old.....	\$125 00
4 head of cattle, at \$20	80 00
4 acres of corn, 4 acres of wheat, and garden	30 00
carpet and six yards of calico.....	7 50
wearing apparel, \$15; 4 pillows, \$3.....	18 00
3 blankets, \$6; 1 quilt, \$3.....	9 00

1856.

August 28.—To surveying instruments, \$15; lot books, \$10	\$25 00
sugar-stand and sugar, \$2; glassware and pitcher, \$5.....	7 00
looking-glass and tin ware.....	3 00
jar butter, \$6; 1 jug honey, 50 cents.....	6 50
fowls, \$22; 2 pairs chains, \$1 50.....	23 50
1 pair steel-yards, \$1 25; 1 hand-saw, \$3...	4 25
1 square, \$2 50; 1 drawing-knife, \$1 25...	3 75
1 corn-knife, 75 cts; 2 bells and collars, \$3 25	4 00
1 saddle	3 00

WM. ROGERS.

Sworn to and subscribed before me this 15th of October, 1857.

H. J. STRICKLER,
Commissioner for auditing claims.

SCHEDULE.

Territory of Kansas to William Rogers, Dr.

August 28, 1856:

To 1 bay mare, 5 years old - - - -	\$125 00
To 4 head cattle, at \$20 - - - -	80 00
To 4 acres of corn, 4 acres wheat, and garden - -	30 00
To carpet and 6 yards calico - - - -	7 50
To wearing apparel, \$15; 4 pillows, \$3 - - - -	18 00
To 3 blankets, \$6; 1 quilt, \$3 - - - -	9 00
To surveying instruments, \$15; lot books, \$10 - -	25 00
To sugar-stand and sugar, \$2; glassware and pitcher, \$5 -	7 00
To looking-glass and tin ware - - - -	3 00
To jar butter, \$6; 1 jug honey, 50 cts. - - - -	6 50
To fowls, \$22; 2 pairs chains, \$1 50 - - - -	23 50
To 1 pair steelyards, \$1 25; 1 hand-saw, \$3 - - - -	4 25
To 1 square, \$2 50; 1 drawing-knife, \$1 25 - - - -	3 75
To 1 corn-knife, 75 cts.; 2 bells and collars, \$3 25 -	4 00
To 1 saddle, \$3 - - - -	3 00

329 50

WM. ROGERS.

Sworn to and subscribed before me this 15th October, 1857.

H. J. STRICKLER,
Commissioner for auditing claims.

Delilah Noel, being duly sworn, says: I am acquainted with Mr. Rogers; know that he is a citizen of the Territory. Know that about the time alleged in the petition of Mr. Rogers an armed body of men, commanded by Captain Brown, drove away from the premises of the petitioner, four head of cattle; the said cattle were worth seventy-six dollars. Heard that Mr. Rogers's house was robbed at that time. Know that he had many of the articles mentioned in the schedule and said articles were subsequently missing. Believe his premises were robbed as alleged in the petition.

DELILAH NOEL.

Sworn to and subscribed before the commissioner.

H. J. STRICKLER.

Reuben E. Noel, being duly sworn, says: I am acquainted with the petitioner; know that he had such property as shown in the schedule. Know that Captain Brown was in the neighborhood committing depredations. Believe that Captain Brown and his men robbed the premises of Mr. Rogers. Believe the cattle mentioned were worth sixty-five dollars or seventy dollars. The mare was worth one hundred and twenty-five dollars. Know that Mr. Rogers had corn and wheat; don't know how much; suppose about four or five acres. Believe all the articles alleged in the schedule were lost or destroyed in the manner alleged in the petition.

REUBEN E. ^{his} + NOEL.
_{mark.}

Sworn to and subscribed before me this 15th October, 1857.

H. J. STRICKLER,

Commissioner for auditing claims.

I hereby certify that the above depositions are correctly copied from the original testimony taken before H. J. Strickler, esq., late commissioner for auditing and adjusting claims; which testimony is now on file with the present board of commissioners.

N. LONGWORTH POWERS,

Clerk to the board of commissioners.

JUNE 20, 1859.

In the matter of the petition of William Rogers.

Petitioner claims in this case for—						
Loss of mare	-	-	-	-	-	\$125 00
Four cattle	-	-	-	-	-	80 00
Other property	-	-	-	-	-	124 50
						<u>230 50</u>

There is no proof as to the loss of the mare.

The loss of the cattle is proven ; average proof as to value	72	25
The proof as to the loss of the other property is vague and indefinite, especially as to values ; the board allow	-	113 00
		<hr/>
		185 25
Interest, 2½ years, at 6 per cent.	-	27 75
		<hr/>
Total award	-	213 00
		<hr/> <hr/>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 25, 1859.

No. 347.

To the board of commissioners appointed to take proof of claims under the act of February 7, 1859 :

The petitioner, Samuel Nickel, states ; That he is a citizen of Kansas, and has been since the fall of 1854. That between the 1st November, 1855, and 1st December, 1856, he sustained loss by reason of the political difficulties prevailing in the Territories, amounting to the sum of \$927, the particulars of which are set forth in my petition to H. J. Strickler, esq. No part of the losses therein set forth have ever been paid to petitioner, nor has he recovered any part of the property therein set forth as lost. He asks that his petition and proof before General Strickler may be taken into consideration by your board, and an award be made for the amount then claimed and interest thereon.

SAMUEL NICKEL,

Sworn to and subscribed before me this 30th day of May, 1859.

HENRY DE VILLIERS,
Notary Public.

Sworn to before me May 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

TERRITORY OF KANSAS, *County of Linn, ss :*

Petition of Samuel Nickel, of the Territory of Kansas and county aforesaid, under an act of the territorial legislature entitled " An act to provide for the auditing of claims," approved February 23, 1857.

I, Samuel Nickel, of the Territory and county aforesaid, represents unto the honorable commissioner : That on or about the first day of September, 1856, a quantity of armed men, under the command of General Clark, came into my neighborhood and committed sundry depredations ; they burned my dwelling house and other property

with it; they broke down my fences and carried away my property, as charged in schedule annexed to this petition; my fowls were destroyed and with great difficulty my life was saved. And I do also declare that these men, under the command of General Clark, took two of my guns out of my house; and I do also declare that the charges in the schedule are true and just, and that I have not at any time received any compensation for the things charged, and that my losses were occasioned solely by the difficulties in the Territory.

SAMUEL NICKEL.

Territory of Kansas to Samuel Nickel, Dr.

Cost of my house destroyed by fire on the 2d of September, 1856, by men during the insurrection in the Territory	-	\$250	00
One rifle gun	- - - - -	20	00
One saddle	- - - - -	10	00
One lot of horse gear, burned with my house	- - - - -	30	00
A quantity of shoemaker's tools	- - - - -	25	00
One hundred head of poultry, at 20 cents each	- - - - -	20	00
Ten acres of corn, destroyed by the men under Clark's command	- - - - -	200	00
Two acres of oats, worth	- - - - -	35	00
Two acres of wheat, worth	- - - - -	25	00
Fifteen acres of corn, destroyed in another field; destroyed by Clark's men in the insurrection	- - - - -	300	00
One miner's pick	- - - - -	2	00
Value of fence destroyed	- - - - -	10	00
		<u>927</u>	<u>00</u>

SAMUEL NICKEL.

I, Oliver Westover, of the county of Linn and Territory of Kansas, a citizen of the United States, being duly sworn, saith: I was in General Clark's company; I heard the orders given to destroy Mr. Nickel's property; I saw the smoke from the house when it was burning, but I was not near it myself; I saw the company turn their horses into the ten-acre corn field; they belonged to the same company above mentioned; I saw some of the company fetch a gun into the camp; I heard the men say it was Mr. Nickel's gun; it was a rifle; I was not personally acquainted with Mr. Nickel at this time; I think this was the 2d of September, 1856.

OLIVER ^{his} + WESSTOVER.
mark.

Sworn to before me this 8th day of October, 1857.

HENRY DE VILLIERS,
Notary Public, Linn County, Kansas Territory.

I, William K. Nickel, of the county of Linn, Territory of Kansas, a citizen of the United States, being duly sworn, saith: That I was about a mile from home when they came to burn my father's house. The company came in the night, and told us to take everything out of the house by 7 a. m. This was on the 2d day of September, 1856. My father had two rifles in the house at this time; they took both of them. They also took some powder and lead, and made inquiry if there was any money in the house. They wanted to know if we had any horses.

The crop of oats, wheat, and corn was destroyed. The fence was torn down by the company under General Clark. My father had about all his poultry destroyed. I know my father had a lot of shoemaker's tools; they were all taken away, but I cannot say by whom; I never saw anything of them since. My father's saddle and mining-pick were taken.

My father's house that was burned was a good hewn-log house; it was 18 feet square; it had two floors, stone chimney, and well pointed, inside and out.

WILLIAM K. NICKEL.

Sworn to before me this 8th day of October, 1857.

HENRY DE VILLIERS.

Notary Public, Linn county, K. T.

I, Levi Ward, of the county of Linn, and Territory of Kansas, a citizen of the United States, being duly sworn, saith: That on or about 7 a. m., of the 2d day of September, 1856, I saw Mr. Nickel's house on fire; it was set on fire by some men from Missouri. They were under the command of one General Clark, I believe. The whole company knew it was Mr. Nickel's house; it was set on fire designedly, and on purpose to destroy Mr. Nickel's property. The house was burned to ashes. Mr. Nickel had a field of ten acres of corn, all destroyed; it was about the best crop of corn in or about that part of the country. The said company destroyed the fences, and turned their horses into it. Mr. Nickel never gathered anything out of it; the whole crop was destroyed.

Mr. Nickel had another field containing about two acres of oats that was destroyed. He also had about two acres of wheat destroyed. There was also about twenty acres of corn destroyed, besides the ten acres spoken of before.

I know Mr. Nickel had about one hundred fine fowls, they were all destroyed. Mr. Nickel also had a quantity of shoemaker's tools, also destroyed. Mr. Nickel also had a quantity of weaving material in the house when it was burned. I have also seen his horse-gear hanging in the house before it was burned. There was also a mining-pick there at the time the house was destroyed. He also had a rifle gun and a horse saddle taken; it was a good one for riding.

LEVI ^{his} + WARD.
mark.

Sworn to before me this 8th day of October, 1857.

HENRY DE VILLIERS,

Notary Public, Linn county, Kansas Territory.

In the matter of the petition of Samuel Nickel.

The petitioner in this case claims for loss of property, as set up in his schedule.....	\$927 00
	<hr/>
The proof justifies the board in making the award for.....	800 00
Interest on same, 2½ years, at 6 per cent.....	120 00
	<hr/>
Total award.....	920 00
	<hr/>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 22, 1859.

No. 348.

To the board of commissioners for auditing claims :

The petition of Reuben E. Noel, of Linn county, being a citizen of Kansas, he begs leave to say that he has appointed Henry De Villiers his attorney in consequence of temporary absence; that he suffered loss in consequence of the territorial difficulties between the 1st of November, 1855, and 1st December, 1856; that the paper containing an account of his loss is true, as filed before J. H. Strickler; that no portion of his property as set forth there as lost he has not at any time ever received back either in whole or in part at any time, and begs to request that your honorable board will be pleased to refer to the proof and petition filed before General Strickler, and prays that an award may be made, and interest allowed for the same.

HENRY DE VILLIERS,
Attorney for R. E. Noel.

Henry De Villiers made oath that he is the attorney for Reuben E. Noel, the petitioner, and that he believes the statements of the foregoing petition are true.

SAMUEL A. KINGMAN,
Commissioner.

MAY 30, 1859.

TERRITORY OF KANSAS, *County of Linn, ss :*

The petition of Reuben E. Noel, of the Territory of Kansas, and county aforesaid, under an act of the territorial legislature entitled an act to provide for the auditing of claims.

I, Reuben E. Noel, of the Territory and county aforesaid, represents unto the honorable commissioner: That on or about the month of August,

1856, sundry armed men were roaming about my neighborhood committing sundry depredations, and that at or about this time I had a very fine cow, as charged in the schedule. A gun was taken from the house of John E. Brown by John Brown of the northern army of Osawatomie; the said gun was the property of your petitioner, and worth about ten dollars. My crop of corn was destroyed, about seven acres, (during this same time these companies were roaming about the country,) worth \$175; and the said petitioner further saith that these losses were caused solely by the difficulties in the Territory, and by no fault or neglect of my own.

REUBEN E. NOEL.

Sworn to and subscribed this 23d day of October, A. D. 1857.

HENRY DE VILLIERS.

SCHEDULE.

Kansas Territory to Reuben E. Noel, Dr.

One cow, worth	-	-	-	-	-	-	\$20
One gun	-	-	-	-	-	-	10
Crop of corn, seven acres	-	-	-	-	-	-	175
							<hr/>
							205
							<hr/>

TERRITORY OF KANSAS, *County of Linn, ss:*

I, William Rogers, of the county and Territory aforesaid, being sworn, saith: That I know Mr. Noel had several cows driven off at or about this time; I accused a man myself of driving off some of Mr. Noel's cattle; he said he had been ordered to drive off some of Mr. Noel's cattle; this man's name was J. H. Masterson. This man had been associated with General Clark's company; and also after Mr. Noel's cattle were driven off he was associated with Clark's company, but do not know where he obtained orders to drive off Mr. Noel's cattle. I know Mr. Noel had a rifle gun; that it was a good one, and that the charge in the schedule is reasonable and just; I know Mr. Noel had a good crop of corn, good bottom corn, as good as any raised in the country; I know that the crop was nearly all destroyed; some of the acres would yield over fifty bushels per acre. I feel assured that there were 250 bushels destroyed. The fence was good and strong, and I feel assured that the fences in the neighborhood were thrown down, and that these fences were thrown down by the men who were camping, and that I know Captain John Brown of the northern army came into the neighborhood at this time with his army.

WM. ROGERS.

Sworn to and subscribed this 23d day of October, 1857.

HENRY DE VILLIERS.

TERRITORY OF KANSAS, *County of Linn, ss:*

I, Fergus H. Graham, of the county and Territory aforesaid, being duly sworn, saith: That I know Mr. Noel has lost this cow (charged in the schedule) ever since the territorial difficulties. I heard the guns of armed marauders during the time John E. Brown of the southern or northern army were camped in the neighborhood; his men used to fire off their guns every night; several of the neighbors lost cattle at the time Captain Brown's army were in the neighborhood. I believe the cow was worth twenty dollars; it was a fine cow. I have seen the rifle gun of Mr. Noel; I live near to him; I never saw it after Captain Brown's (of the northern army) men came into the neighborhood; I believe it to be worth ten dollars; Captain Brown's men were in the neighborhood when I left. I went through the corn belonging to Mr. Noel; it was very good corn; it would yield upon some acres seventy-five bushels per acre; I know that the loss was as much as \$175, and that it was caused solely by the difficulties in the Territory, and by no fault of Mr. Noel.

FERGUS H. GRAHAM.

Sworn to and subscribed before me this 23d day of October, A. D. 1857.

HENRY DE VILLIERS.

In the matter of the petition of Reuben E. Noel.

The petitioner in this claims for loss of property	-	-	\$205	00
The entire claim is proven and the board award the same.				
Add interest, at 6 per cent., for 2½ years	-	-	30	75
Total award	-	-	235	75

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 21, 1859.

No. 349.

KANSAS TERRITORY, *Linn County:*

To the honorable board of commissioners of claims:

Your petitioner, John W. Ruark, would most respectfully state: That he was in the act of moving into Kansas on the 27th of August, 1856, and was overtaken by General Clark and a number of the citizens of Missouri, and was made a prisoner, and all my goods and

Expenses in trying to get my team after my release, seven days - - - - -	\$14 00
Expenses in trying to gather up my goods at West Point	6 50
Expenses in going to the governor to seek redress -	10 50
	<hr/>
	716 35
	<hr/> <hr/>

JOHN W. RUARK.

In the matter of the petition of John W. Ruark.

Benjamin Hinshaw, being duly sworn, says: I am somewhat acquainted with the petitioner; he is a citizen of Kansas, and has been since the 1st September, 1856. When I first became acquainted with him on the 3d September, 1856, we were both prisoners of Clark and his posse. On the night of the 3d aforesaid we camped with Clark on Sugar creek. Mr. Ruark was then the owner of a wagon and yoke of oxen; his wagon had been partly emptied of its load by the posse. This I know from Mr. Ruark's statement at the time, and also the statement of others. The articles remaining in the wagon that I saw were some knives and forks and some bed clothing. From petitioner's statement and that of others I know that his wagon, oxen, and goods were all taken by the posse. The oxen were worth \$75. His damages while a prisoner, as far as I know, were only in loss of time and loss of his property. I don't know of petitioner ever recovering any of his property lost, nor any pay for it.

BENJAMIN HINSHAW.

Sworn to before me May 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of John W. Ruark.

David Reese, being duly sworn: I never was acquainted with the petitioner until we were taken prisoners together the 3d September, 1856, at Sugar Mound by J. W. Clark and his posse. Mr. Ruark was then a citizen, and has been ever since. He had a team that hauled us to Westport, Missouri, which he and others said belonged to him. I don't, of my own knowledge, know anything about his goods. His oxen were taken from him, worth \$75. As far as I know, he never recovered his oxen, nor any pay for them.

DAVID REESE.

Sworn to before me May 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of John W. Ruark.

The petitioner claims in this case for loss of property, money, time, &c.	-	-	-	-	-	-	-	\$716	35
The loss of time is inadmissible. The loss of money not proven. The proof of loss of property is proven and allowed to the amount of	-	-	-	-	-	-	-	241	10
Add interest, two and a half years, at 6 per cent.	-	-	-	-	-	-	-	36	15
Total award	-	-	-	-	-	-	-	277	25

SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JUNE 20, 1859.

No. 350.

LINN COUNTY, K. T., May 21, 1859.

An account of property destroyed in the troubles in the year 1856.

To sixteen acres corn, estimated at seventy-five bushels per acre, which amounts to 1,200 bushels, at 50 cents per bushel	-	-	-	-	-	-	-	\$600	00
To 200 bushels corn in crib, at 60 cents per bushel	-	-	-	-	-	-	-	120	00
To ten head of swine	-	-	-	-	-	-	-	85	00
To three corn hoes	-	-	-	-	-	-	-	2	00

WM. B. ROBINSON.
JOHN B. ROBINSON.

MR. ADDIS, SIR: Please to hand the above account to Mr. Barlow to collect, and make the same bargain with him that you have made with him to attend to your business, and oblige us. We are here, in Hyatt, all well. We are yet bound for the Neosho country to see what more there is in this Territory. We are all bound to settle in this country somewhere.

Yours, &c.,

WM. B. ROBINSON.

Fergus H. Graham and Henry Linsy are the witnesses to prove the within account. James Arthur may be a good witness. In case the account should not be sustained, I will pay the cost the same as though I was successful.

W. B. R.

In the matter of the petition of William B. Robinson and John B. Robinson.

LINN COUNTY, ss :

Fergus H. Graham, being duly sworn, says : That he is acquainted with the petitioners; has known them ten years. They were citizens of this Territory in 1856, residing in Linn county, about nine miles southwest from Paris. On or about the last of July or 1st of August, 1856, after they had laid their corn by, they left the Territory, and went to the State of Missouri, and came back in October the same year. I cannot tell what made them leave unless they expected a big row. While they were gone they lost some corn, I should say between 50 and 100 bushels of old corn in a crib, worth 40 cents a bushel, as well as I can recollect. Corn sold that year in the fall at that price. I do not know what became of the corn. The crib when I saw it was prized up, and the corn was wasting out of it. They had a field of corn growing when they left containing, I think, 12 or 15 acres. When they got back it was all destroyed. That corn was old ground corn, and was worth in the fall in the field \$16 per acre. I do not know how this corn was destroyed. The fence was all thrown down. It was a tolerably good fence. They had also nine hogs that were lost. Do not know what became of them; they were worth \$48. Seven of them would weigh 150 pounds net, and were worth \$6 each. Two would weigh 100 pounds net, and were worth \$3 50 each. They came back the next winter, and sold their claims, and went back into Missouri, and came into the Territory again about the 1st of May, 1859. They have not settled anywhere that I know of. John had a family when here. William was a single man. John's wife is dead. They remained in the Territory when here in October about two weeks; may be more. When they left there was no particular trouble in this county, that I know of. I lived a neighbor to petitioners.

FERGUS H. GRAHAM.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

James M. Arthur, being duly sworn, says: He is acquainted with the petitioners; has known them for seven years. They were here in the Territory in the year 1855 and part of 1856. They tended a crop in 1856, about 12 or 15 acres of corn. This corn was destroyed. The fences were thrown down, and from appearances horses had been turned in to graze. Cattle were in when I saw it. The corn was entirely destroyed. I think it would average 50 or 60 bushels per acre, and at gathering time would have been worth \$1 per bushel in the field. They lost some old corn; do not know how much. When

they left it in August, 1856, it was worth 50 cents a bushel. They had some hogs; do not know how many; nor what became of them. The petitioners left here last of July or 1st of August, 1856. Came back in the fall, about October; remained two or three weeks; returned to Missouri. Their crops and corn were destroyed while they were absent that time. They left because they were afraid, I suppose. Times were squally. They came again in the winter, I think, and sold their claim, going back to Missouri. They remained in Missouri till about a month ago, when they returned to this Territory. They are now in Hyatt, or were when I last heard from them.

JAMES M. ARTHUR.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of William B. Robinson and John B. Robinson.

Petitioners claims for loss of property, \$807.

The petition filed in this case was not sworn to, and was withdrawn by petitioners' agent for the purpose of having it sworn to. The petitioners being absent it has never been filed again. The proof of citizenship of the petitioners is not made; the contrary appears.

SAM'L A. KINGMAN.
EDW. HOOGLAND.
HENRY J. ADAMS.

JULY 1, 1859.

No. 351.

To the board of commissioners appointed under act of February 7, 1859:

The petitioner, Augustus Wattles, states: That he is a citizen of Kansas, and has been since the spring of 1855; that between November 1, 1855, and December 1, 1856, he lost property on account and growing out of the political troubles in the Territory, as follows:

In the summer of 1856 a company of young men came to my house from Lawrence, requesting the use of my horses for the defence of the country. I told them that I had a use for them myself, and could not spare them. They replied that they must have horses if they took them with their pistols. After that I made no further objection. My sympathies were with them; and although they were not acting on my plans I let them go cheerfully. I had a number of workmen, and had laid out provisions for them. General Lane's army camped several days near me, and we fed all we could cook for. Old Captain John Brown's company stopped with me several times. Other com-

panies of armed men called in passing and repassing during the summer. No one was safe at home, and most men kept in companies, and were armed. Under the circumstances which were forced upon me I gave cheerfully such aid as I could to the free-State party. When the war begun I had six horses and mules and eight yoke of oxen. I afterwards bought three horses. At the close of the war I had only two yoke of oxen and one horse. The first was taken by a young man from Westport about the 20th of November, 1855, to go to Fort Riley to give me information concerning the invasion then on foot. He drove the horse much faster and further than he had been used to, and he died almost immediately. A young man who had been spending two weeks in the defence of Lawrence in November and December, 1855, came to my house and took a valuable mare, saddle, and bridle, and never returned them. He said the mare was killed in riding her. During the same winter the young men from Lawrence took a large riding mule. She was ruined, so as to die on my hands before she was able to work again. When the free-State army was in Lawrence one of my oxen was driven in and butchered, as I was told. One other company killed a heifer. A Mr. Straight, one of General Lane's aids, took a new rifle gun, which was never returned. The provisions consumed, and all the above items, are valued as follows:

1855.—November 20.	One large sorrel horse	-	-	\$150 00
December.	One large sorrel mare	-	-	150 00
	One new saddle and bridle	-	-	13 00
	One large mule	-	-	170 00
1856.—August.	One ox	-	-	50 00
	One heifer	-	-	20 00
	One new rifle	-	-	22 00
	Provisions and groceries	-	-	300 00
				875 00
				875 00

None of which property have I ever recovered, or any compensation therefor in whole or in part. I lost other property to considerable amount, but as the said property was taken with my consent I have not included it in this petition.

AUGUSTUS WATTLES.

Sworn to before me May 31, 1859.

SAM'L A. KINGMAN, *Commissioner.*

To the commissioners of claims:

MONEKA, LINN COUNTY, K. T., *March 2, 1859.*

GENTLEMEN: I lost in the disturbances of 1855 and 1856: First, one valuable horse, about the middle or last of November, 1855; he died in consequence of hard driving to give me and others notice of the Missouri invasion; he took the horse in my absence; the young man has since died.

Second. I lost near the same time, but a few days later, a valuable mare rode by a young man, the particulars of which I know nothing further than his report. He said she fell and killed herself. I have not seen or heard of the man for three years past.

These two horses I drove from Indiana, and they were worth there \$150 each, and more here.

Third. I loaned to Mr. Lowry a mule to ride during the winter of 1856. I went to Lawrence for her once and she was gone to Leavenworth, he did not know who had her. She was taken from him again and rode to Fort Scott, to organize the people for defence, &c. During this trip she was tied out to a tree over night in the snow several times, with nothing to eat, and sometimes travelled all day without food; so I was told. When she returned to Lawrence, she was sick and never recovered, she lived a few months and died. She was a large mule, 16 hands high, three years old, coming four; I paid \$175 for her in Missouri.

Fourth. I lost a large red ox, which I believe was killed and eaten by the free-State army in Lawrence, in August, 1856.

One of my neighbors, Eli Huddleston, told me he thought he helped to dress him. It was common then to drive in cattle and kill them; this ox was worth \$50.

Fifth. I lost a heifer which was killed and eaten. A young man who has since worked for me helped to do it; his name is Henry C. Carpenter; he is not in the Territory now, and I do not know where he is. She was worth \$25.

The evidence substantiating these claims is on file with General Strickler.

AUGUSTUS WATTLES.

Subscribed and sworn to before me this 2d day of March, A. D. 1859.

WILLIAM B. EMERSON, *J. P.*

During the summer of 1856, while the free-State army was encamped near my house, a few days previous to the attacks on Franklin, Fort Saunders, and Titus's fort, and for several days after, I was forced by circumstances and by my sense of duty to feed many men. My provision and grocery bill was three hundred dollars for these expenses. I was forced into the position of defending the country, and I was obliged to do it or run. G. W. Hutchinson is my witness here, also Captain Bell, and Dr. Root, and many others.

There was no time from May till September, 1856, that I did not have from two to three sick persons to take care of, made sick, I believe, by exposure and hardship in defence of the Territory. I claim \$300 for money expended, but nothing for services.

AUGUSTUS WATTLES.

Subscribed and sworn to before me, William B. Emerson, justice of the peace in and for the county of Linn, Territory of Kansas, on this 2d day of March, A. D. 1859.

WILLIAM B. EMERSON, *J. P.*

KANSAS TERRITORY, *Linn County, ss :*

I, ASA HAIRGROVE, clerk of the board of supervisors, do hereby certify that W. B. Emerson was on the 2d day of March an acting justice of the peace in and for Linn county, duly commissioned and qualified as such, and that all his official acts are entitled to full faith and credit in all courts.

In witness whereof I have set my hand and affixed the seal of said court this 3d day of March, A. D. 1859.

[L. s.]

ASA HAIRGROVE, *Clerk.*

By JAMES L. SCOTT, *Deputy.*

In the matter of the petition of Augustus Wattles.

LINN COUNTY, *ss :*

Theodore W. Wattles, being first duly sworn, says: I am the son of petitioner, 19 years old; my father moved into the Territory in the spring of 1855, and settled near Bloomington, eight miles southwest from Lawrence, and resided there two years; when he moved into the Territory he brought his family, myself being one of them; he brought with him six horses and mules, all grown; about the 20th November, 1855, when my father was at Fort Riley, engaged in a government job, a man came from Westport to our house and brought us word of the contemplated invasion of Missourians; he took a horse from our stable and went on towards Fort Riley; he brought the horse back a few days afterwards, so used up that he died shortly afterwards; he took the horse, as I understand, with the consent of the family, they believing it necessary that my father should have immediate notice of the condition of affairs in Douglas county, that he might see to the safety of his family; the horse was a sorrel horse, worth \$150; in December, a young man borrowed father's sorrel mare to ride east; neither the man or the mare ever came back; we never heard directly from the man, but by a round about way we have heard that the mare was in Lafayette, Indiana; this mare was a sorrel mare, worth \$150; he also took a saddle and bridle, worth \$15 or \$20, I think; never bought a saddle, and don't know much of their price; my father had a large fine mule, worth \$170, at least; I was not present when the mule was taken, but understood she was taken by the boys at Lawrence, and used by them during the Wakarusa war, after it was over the mule was returned diseased and broken down, so that it died some time after, never getting fit for use.

In August, 1856, an ox of my father's was missing, worth \$50; we did not know what became of it; heard afterwards that the ox or one of similar description had been butchered by the free-State men in Lawrence, learned this from a neighbor after the difficulties were over; a heifer was lost in August, I don't know what became of her, she was worth about \$12; about that time a man took father's rifle, worth \$18, it was never recovered; if my father loaned it to him, I don't know it; a free-State man took it.

While the Territory was in confusion and the country full of armed men, a large body of men at one time, amounting to 400 or 500 were

camped near my father's claim; they were gathering in there for the purpose of ridding the country of a gang of Georgians, who were at Fort Saunders, and who had ordered all the settlers to leave the country; part of these men ate at my father's house, for some time; very frequently we set the table nine times in a day; we were cooking all the time; these men were the friends of my father and his sympathies and feelings were with them; they knew this and came and eat as they pleased without invitation and without paying or offering to pay; had we refused to furnish the provision they had the power to take it, and a necessity for it; I could not say what they thus took was worth; I should think we used thus as much as \$300 worth of groceries and provisions, without counting the labor and trouble of cooking it.

THEODORE W. WATTLES.

Sworn to before me May 31, 1859.

SAMUEL A. KINGMAN, *Commissioner.*

In the matter of the petition of Augustus Wattles.

Petitioner claims for property taken, &c.....	\$575 00
Provisions and groceries.....	300 00
	875 00
The evidence sustains the claim for.....	575 00
Petitioner admits that provisions and groceries were voluntarily contributed to John Brown, General Lane, &c., which is inadmissible.	
Add interest on \$575, 2½ years, at 6 per cent.....	86 25
	661 25

EDWARD HOOGLAND.
 SAMUEL A. KINGMAN.
 HENRY J. ADAMS.

JULY 1, 1859.

No. 352.

KANSAS TERRITORY, *Linn County:*

The petition of Rutherford Tenison, being a citizen of Kansas Territory, to the honorable commissioners for auditing claims, appointed under the provisions of an act of the territorial legislature for the year 1859.

The petitioner begs to lay before you a schedule of his loss in this Territory in May, 1856, occasioned by our territorial difficulties; also the testimony of the witnesses. The said Rutherford Tenison, being duly sworn, saith: That on or about the 20th day of May, 1856, I was the owner of a quantity of horses. I was living in Bourbon

county, in this Territory, on the day in question. On the Thursday evening one of my horses (an Indian pony) was fastened out with a lariat to a stake. On the morning following I went to see to my horse, and I found some persons had cut the lariat in two pieces, taking part with the horse. The other three horses I saw myself on the Sunday evening following, and when I went to see to them on the Monday morning following they were gone. I cannot say who had taken them, only that they were stolen from me by marauders then in our Territory during our territorial difficulties. The property taken was one pony, one gray mare and colt, and one gray horse.

RUTHERFORD TENISON.

Sworn to and subscribed before me this 27th day of May, A. D. 1859.

HENRY DE VILLIERS,
Notary Public.

KANSAS TERRITORY, *Linn County*:

Schedule of property taken as stated in the accompanying petition, and also a valuation of the property.

One Indian pony, about six years old, being worth -	-	\$50 00
One gray mare and colt - - - - -	-	150 00
One gray horse, about three years old - - - - -	-	100 00
		300 00
		300 00

I, Rutherford Tenison, do certify that the above is a true list of my property taken, and that the valuation of said property is not one cent more than its true value at that time.

RUTHERFORD TENISON.

I, Henry De Villiers, a notary public in and for the county of Linn, do certify that the above was sworn to and subscribed before me this 27th day of May, 1859, as witness my hand and seal.

[L. s.]

HENRY DE VILLIERS,
Notary Public.

In the matter of the petition of Rutherford Tenison.

The petitioner files in this case a claim for \$300. He has filed no proof. From conversation with petitioner, Commissioner Kingman was of the opinion that the losses complained of did not grow out of the political difficulties in the Territory, and so informed petitioner. He was then uncertain whether he would take and forward his proof. No proof is offered. Rejected.

SAM'L A. KINGMAN.
EDW'D HOOGLAND.
HENRY J. ADAMS.

JULY 1, 1859.

No. 353.

To the board of commissioners for auditing claims appointed by the territorial legislature under the act of February 7, 1859 :

Robert Smith, of Linn county, in consequence of family sickness, has been pleased to appoint Henry De Villiers his attorney. He is a citizen of Kansas, and has been so since the year 1855 ; that during the 1st of November, 1855, and 1st of December, 1856, he suffered loss in consequence of the political difficulties occasioned by the territorial troubles ; that he has not received any portion of the property back as claimed under the petition of the deponent, as set forth before J. H. Strickler, esq., neither has he received any pay for the same, but begs that the honorable board will be pleased to refer to the papers as filed with General Strickler, and requests that an award be made, with interest for the same.

HENRY DE VILLIERS,
Attorney for R. Smith.

Henry De Villiers made oath that he is the attorney for the petitioner, Robert Smith, and that he believes the statements of the foregoing petition are true.

SAM'L A. KINGMAN,
Commissioner.

MAY 30, 1859.

TERRITORY OF KANSAS, *County of Linn, ss :*

Petition of Robert Smith, of the Territory of Kansas and county of Linn, under an act of the territorial legislature entitled " An act to provide for the auditing of claims," approved February 23, 1857.

I, Robert Smith, of the Territory and county aforesaid, beg to represent unto the honorable commissioner that on or about the month of August or the early part of September your petitioner was the legal owner of a span of horses, as stated in the schedule annexed to this petition, as taken in Cass county, State of Missouri.

Your petitioner was passing through Lykins county upon my own business at the time of the evening that Osawatomie had been burned in the morning, by some bands of marauders; while I was camping after the day's journey, a band of marauders stole my span of horses. I never have recovered the same since at any time, or any compensation for the same, and that my charge in the schedule annexed to this is a true and correct account of my losses as occasioned by the difficulties of the territory.

ROBERT SMITH.

Sworn to and subscribed before me this 7th day of January, 1858.

[L. s.]

HENRY DE VILLIERS,
Notary Public.

SCHEDULE.

Territory of Kansas to Robert Smith, Dr.

One large black horse	-	-	-	-	-	\$125 00
One large sorrel mare	-	-	-	-	-	125 00
						<u>250 00</u>

I, Robert Smith, do certify that the above account is true and correct, and the charges there made are not overcharged.

ROBERT SMITH.

Sworn to and subscribed before me this 7th day of January, A. D. 1858.

HENRY DE VILLIERS,
Notary Public.

To the honorable the Senate and House of Representatives in Congress assembled:

The undersigned petitioner, Robert Smith, a citizen of the Territory of Kansas, would respectfully represent to your honorable body: That during the year eighteen hundred and fifty-six, and during the disturbances in Kansas Territory, he was a resident citizen of said Territory, and that during said disturbances in said Territory and by reason thereof, and at the hands of the marauding bands of thieves and robbers which at the time aforesaid existed in said Territory, he sustained losses of property to the amount of two hundred and fifty dollars, consisting of the following two horses, to wit:

One large black gelding horse	-	-	-	-	-	\$125 00
One fine sorrel mare	-	-	-	-	-	125 00
Total amount	-	-	-	-	-	<u>250 00</u>

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

On this the 18th day of November, A. D. eighteen hundred and fifty-seven, personally appeared before me, Hamilton Finny, clerk of the county court in and for the county and State aforesaid, Robert Smith, who, after being by me duly sworn according to law, upon his oath states: That the above and foregoing memorial and the matters and things therein, as stated, are true, and that the mare and horse above described were lost by him, in the manner and by the means above stated, and that each were worth the respective amounts charged for them in the above account.

Also personally appeared before me, Edward C. Heiskell and William O. Clayton, who, after also having been duly sworn according to law, state: That they know that the said Smith lost two horses at the time mentioned in the above and foregoing memorial, but as to the value of said horses they had not sufficient acquaintance with them to form a belief as to their value.

ROBERT SMITH.
E. C. HEISKELL.
W. O. CLAYTON.

Sworn to and subscribed before me on this the 18th day of November, A. D. 1857.

In testimony of all whereof, I, Hamilton Finny, clerk of the county court in and for the county and State aforesaid, have hereto set my hand and affixed the seal of said court, the day and year first above written.

[SEAL.]

HAMILTON FINNY, *Clerk.*

In the matter of the petition of Robert Smith.

The petitioner claims in this case for two horses, stolen by armed men	-	-	-	-	-	-	\$250 00
On the proof offered, the board award that sum, and interest, 2½ years, at 6 per cent.	-	-	-	-	-	-	37 50
Total award	-	-	-	-	-	-	<u>287 50</u>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 21, 1859.

No. 354.

Your petitioner, J. S. Swagerty, states that he was, in September and October, 1856, a citizen of Linn county, Kansas Territory, and has so remained up to this time.

He further states, that about the 13th day of October, 1856, he was compelled to fly from his home, by a body of men professing to be acting under the authority of the United States, commanded by Captains Faro and Spratt.

Petitioner further states, that about that time property belonging to petitioner, amounting to \$179, was taken away and destroyed, forcibly and against the will of petitioner. A bill of said property is hereto attached and made a part of this petition.

Wherefore your petitioner prays such allowance as may be deemed just and equitable from testimony adduced.

J. S. SWAGERTY.

Sworn to before me May 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Losses sustained by J. S. Swagerty.

One mare and colt	-	-	-	-	-	\$75 00
Eleven hogs	-	-	-	-	-	33 00
Seventy-two chickens	-	-	-	-	-	12 00
Household utensils, &c.	-	-	-	-	-	5 00
One spinning-wheel	-	-	-	-	-	4 00
House and improvements	-	-	-	-	-	50 00
						<hr/>
Total amount	-	-	-	-	-	179 00
						<hr/> <hr/>

In the matter of the petition of Jonathan S. Swagerty.

LINN COUNTY, ss:

H. W. Vermillion, being duly sworn, says: That he is acquainted with the petitioner; has known him since 1850; that he is a citizen of Kansas, and has been since the 6th of July, 1856, when he came on to the claim where he now resides; his claim is on Lost creek, in the south part of this county. At the time Clark came to Sugar Mound and burned Dement's store the people all left Lost creek, save two, one of whom was the petitioner. I saw some of Clark's company after the burning, and they told me that they would come up to the creek and have those two families and hang the men. On the 11th I went down the creek, told Mr. Swagerty what was said. The next day, as soon as possible, I took the sick man and his family in my wagon; Mr. Swagerty took his family in his wagon, and we started off together, intending to go to the nearest point in the State we could get to for protection. On our way we met with some of Barnes's company, from Fort Scott, running off some stolen horses. There were three men of that company along; we recovered one of the horses belonging to petitioner's brother. That night, while camped, petitioner's mare and colt were stolen, worth \$75. I did not return for ten months, neither did petitioner; we were run hard; petitioner was sick, and could not get back after times got peaceable. He left eleven hogs, worth \$3 each, which he never recovered; he got back four hogs, not included in the eleven. Some sixty or seventy chickens, worth \$3 per dozen. Some other articles were left in the house; irons, weaving harness, spinning-wheel, &c., and some corn, which he lost and never recovered, worth in all \$10. The house was torn down, top taken off, and thereby damaged to the amount of \$50. The articles left in the house were gone when petitioner returned.

H. W. VERMILLION.

Sworn to before me, May 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Daniel B. James, being duly sworn, says : That he was at the house of petitioner in November, on Lost creek. There was no property in the house of any value whatever. The door was open. There were two chickens on the premises. There were some hogs there, don't know how many. The cabin, or house of petitioner had not been injured when I was there.

DANIEL B. JAMES.

Sworn to before me May 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Jonathan S. Swagerty.

Petitioner claims in this case for loss of colt	-	-	-	\$75	00
11 hogs	-	-	-	33	00
72 chickens	-	-	-	12	00
Household utensils and spinning-wheel	-	-	-	9	00
House and improvements	-	-	-	50	00
				<u>179</u>	<u>00</u>

The proof is sufficient to justify an award for all but the house. It does not appear that it was destroyed prior to December 1, 1856; the presumption is that it was not. It was in good condition in November.

Amount allowed -	-	-	-	-	-	\$129	00
Interest, 2½ years, at 6 per cent	-	-	-	-	-	19	35
Total award	-	-	-	-	-	<u>148</u>	<u>35</u>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 20, 1859.

No. 355.

To the commissioners appointed to audit and adjust claims :

Your petitioner would represent that he sustained the following losses during the political disturbances of 1856; that he was at the time and is now a resident of Linn county, Kansas Territory; that during the disturbance of 1856, in September of that year, he lost the following property at the hands of a mob under G. W. Clark, formerly Indian agent of the government.

1 cow, valued at	-	-	-	-	-	\$30	00
1 horse, valued at	-	-	-	-	-	150	00
2 saddles and 2 bridles, and blankets, &c.	-	-	-	-	-	50	00

KANSAS CLAIMS.

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Crops destroyed, consisting of corn, potatoes, &c.	-	-	\$85	00
20 trees in orchard cut	-	-	15	00
Iron, &c, taken from blacksmith's shop	-	-	10	00
3 dozen chickens at \$3	-	-	9	00
Shoemakers' tools	-	-	2	50
1 drawing knife	-	-	1	25
			<hr/>	
			352	75
			<hr/>	

Your petitioner would also represent that he has not had any of the above articles returned, nor received any pay in part or in whole for any of them to the present time.

DAVID REESE.

Sworn to before me May 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of David Reese.

LINN COUNTY, ss:

David Reese, being first duly sworn, says: That his petition in this case is a just and true statement of his losses between November 1, 1855, and December 1, 1856; that when he presented his claim to General Strickler he was unable to prove all the items of his losses, and was advised by his attorney that there was no use in putting in his said claim for things that he could not then prove. He desires to make this statement in explanation of the fact that his present claim is larger than the one before General Strickler. These losses set forth in my petition all occurred in Kansas while I was a citizen thereof. I am now a citizen of Kansas.

DAVID REESE.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

Benjamin Hinshaw, being first duly sworn, says: That he knows the petitioner; that he is a citizen of Kansas, and has been since 1855. On the 3d day of September, 1856, petitioner was the owner of a horse worth \$125, and on that day he was taken by General Clark's posse for the service of his (Clark's) company. Mr. Reese had some crops there that were destroyed; I can't tell how much. Petitioner is my neighbor, and has been since 1855. He never got the horse to my knowledge.

BENJAMIN HINSHAW.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

John W. Ruark, being duly sworn, says: That he saw one of Clark's company riding the horse of the petitioner on the evening of the 3d of September; not a competent judge of horses; thinks this was worth then \$125, perhaps more; I saw a bridle and saddle of Reese's on the horse stolen the same day. It was a very good saddle. I was a prisoner to Clark's company at the time. They had a sledge and some other things and pieces of iron; don't know where they got them. They had chickens in camp; were near petitioner's claim shooting in that direction and bringing in chickens; chickens were worth from \$2 to \$3 per dozen.

JOHN W. RUARK.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

John B. Smith, being duly sworn, says: That the petitioner lost a cow in September, 1856. Mr. Reese was compelled to leave the Territory in September, 1856—I believe on the 3d of that month—driven off by Colonel G. W. Clark and his company; he was taken prisoner by that company and taken as such to Missouri, and his family were ordered to leave and did leave the Territory. He lost a cow while he was gone; I don't know what became of her; she was worth \$25. One saddle, bridle, and blanket were taken from petitioner, worth \$12. Some corn of petitioner was taken; I don't know how much; also, some potatoes; don't know how many; about twenty apple trees were destroyed while he was gone. Some iron was taken from the blacksmith's shop; a hammer and a drawing knife and about a dozen chickens were taken. Some shoemaker's tools were taken; don't know what they were worth.

J. B. ^{his} × SMITH.
mark.

Sworn to before me May 30, 1859.

SAM'L A. KINGMAN,
Commissioner.

(See the testimony taken before Strickler.)

In the matter of the petition of David Reese.

The petitioner claims in this case for loss of property - - \$352 75

The proof of the loss of the horse is proven and his value at \$125, also the cow and value at \$25. The loss of only a saddle is proven, and the extent of the other losses is not definite in its character. On the whole proof the board allow the sum of - - - - - \$300 00
 Interest on same, 2½ years, at 6 per cent. - - - - - 45 00
 Total award - - - - - 345 00

SAM'L A. KINGMAN.
 HENRY J. ADAMS.
 EDW'D HOOGLAND.

JUNE 20, 1859.

No. 356.

To the board of commissioners appointed to take proof of claims, under the act of February 7, 1859:

The petition of Oliver Westover states: That he is a citizen of Kansas, and has been since the year 1855. That between the 1st of November, 1855, and the 1st of December, 1856, he sustained loss by reason of the political difficulties prevailing in the Territory, amounting to the sum of \$80, the particulars of which are set forth in my petition to H. J. Strickler, esq. No part of the losses therein set forth have ever been paid to petitioner, nor has he recovered any part of the property therein set forth as lost. He asks that his petition and proof before General Strickler may be taken into consideration by your honorable board, and an award be made for the amount there claimed, with interest thereon.

OLIVER ^{his} × WESTOVER.
mark.

Witness: TILGHMAN CLARK.

Sworn to and subscribed before me this 30th day of May, 1859.
 HENRY DE VILLIERS,
Notary Public.

Sworn to before me May 30, 1859.
 SAM'L A. KINGMAN,
Commissioner.

TERRITORY OF KANSAS, *County of Linn, ss:*
Petition of Oliver Westover, of the Territory of Kansas and county aforesaid, under an act of the territorial legislature entitled an act to provide for the auditing of claims, approved February 23, 1857.

I, Oliver Westover, of the Territory and county aforesaid, represent unto the honorable commissioner: That in the month of Septem-

In the matter of the petition of Oliver Westover.

The petitioner claims for the loss of 4 acres of corn - - -	\$80
=	
The commissioners think the claim is fully proved, and award the full amount - - - - -	80
Interest, at 6 per cent., for 2½ years - - - - -	14
—	
Total award - - - - -	94
=	

HENRY J. ADAMS.
SAMUEL A. KINGMAN.
EDWARD HOOGLAND.

No. 357.

*To the board of commissioners appointed to take proof of claims under
the act of February 7, 1859 :*

The petition of Levi Ward states : That he is a citizen of Kansas, and has been so since the year 1854 ; that between the 1st of November, 1855, and 1st of December, 1856, he sustained loss by reason of the political difficulties prevailing in the Territory, amounting to the sum of one hundred and ninety-three dollars, (\$193,) the particulars of which are set forth in my petition to H. J. Strickler, esq. No part of the losses therein set forth have ever been paid to petitioner, nor has he recovered any part of the property therein set forth as lost. He asks that his petition and proof before General Strickler may be taken into consideration by your honorable board, and an award be made for the amount then claimed, with interest thereon.

LEVI ^{his} + WARD.
_{mark.}

Witness : THOMAS H. BUTLER.

Sworn to and subscribed before me this 30th day of May, 1859.
HENRY DE VILLIERS,
Notary Public.

Sworn to before me May 30, 1859.
SAMUEL A. KINGMAN,
Commissioner.

TERRITORY OF KANSAS, *County of Linn :*

The petition of Levi Ward, of the county of Linn and Territory of Kansas, under the provisions of an act of the territorial legislature entitled "An act to provide for the auditing of claims," approved February 23, 1857.

I, Levi Ward, of the Territory and county aforesaid, beg to represent unto the honorable commissioner, that about the 1st of September, 1857,
H. Rep. Com. 104—85

ber, 1856, sundry bands of marauders, as well as the southern army, were camping in my immediate neighborhood. Various depredations were being daily committed, causing the lives and property of the settlers to be in danger. At length the southern army gave orders for all the settlers to leave the country and seek for safety elsewhere. Your petitioner being poor and nearly destitute of means, and having a large family, I had (for fear of safety of life) to go to Missouri, and had to leave what little stock I had behind, which caused me to lose a cow and calf and about eighty head of domestic fowls. Some of my household goods were destroyed, consisting of chairs and a barrel of soap, and sundry other articles. But my family were taken sick through exposure. I had to procure medical aid, and ran in debt, besides having to suffer with my family. And your petitioner begs to state that the charges in the schedule annexed to this of my losses were occasioned solely through the territorial difficulties, and not by any fault or occasion of mine whatever.

LEVI ^{his} + WARD.
mark.

Sworn to and subscribed before me this 27th day of November, A. D. 1857.

HENRY DE VILLIERS,
Notary Public.

SCHEDULE.

Territory of Kansas to Levi Ward, Dr.

Fifty head of domestic fowls, at 20 cents each	-	-	-	\$10
One cow and calf driven off	-	-	-	25
One barrel of soap destroyed, value of	-	-	-	5
Three chairs	-	-	-	3
Damage and expenses by being compelled to leave the Territory during the difficulties	-	-	-	150
				193
				193

TERRITORY OF KANSAS, *County of Linn :*

The affidavit of Joseph Taylor, of the county of Linn and Territory of Kansas, in relation to the petition of Levi Ward, annexed to this affidavit.

I was living with Mr. Ward as a lodger at the time of the territorial difficulties. Mr. Ward had a quantity of fowls killed by the militia men, who were then staying in the neighborhood. We had a cow

lost at the time; the cow had a calf with her; she was worth \$25. We were driven from our homes, and had to stay away, for the safety of our lives, about five weeks. We were all taken sick by being compelled to leave our homes. We had to procure medical aid, and the family of Mr. Ward were all sick in consequence of exposure. Some of the property left in the house was destroyed and some stolen. A barrel of soap was taken, and some of the household goods were destroyed. I know that the charges in the schedule annexed to this are not unjust or unreasonable, and Mr. Ward's losses and damage by leaving the Territory were not less than one hundred and fifty dollars.

JOSEPH ^{his} + TAYLOR.
mark.

Sworn to and subscribed before me this 27th day of November, A. D. 1857.

HENRY DE VILLIERS,
Notary Public.

In the matter of the petition of Levi Ward.

The claim of petitioner of \$150 for damage and expenses the commissioners cannot allow. The other items are properly claimed and proved. We therefore award for them - \$43 00
Interest, at 6 per cent., 2½ years - - - - - 6 45
Total award - - - - - 49 45

HENRY J. ADAMS.
SAMUEL A. KINGMAN.
EDWARD HOOGLAND.

JUNE 21, 1859.

No. 358.

To the board of commissioners appointed to take proof of claims under the act of February 7, 1859:

The petition of J. R. Williams states: That he is a citizen of Kansas, and has been since the fall of 1854. That between the 1st of November, 1855, and the 1st of December, 1856, he sustained loss by reason of the political difficulties prevailing in the Territory, amounting to the sum of four hundred and twenty-one dollars, the particulars of which are set forth in my petition to H. J. Strickler, esq. No part of the losses therein set forth have ever been paid to petitioner, nor has he recovered any part of the property therein set forth as lost. He asks that his petition and proof before General Strickler may be taken

into consideration by your board, and an award be made for the amount claimed, and interest thereon.

JOHN R. WILLIAMS.

Sworn to and subscribed before me this 30th day of May, 1859.

HENRY DE VILLIERS,
Notary Public.

Sworn to before me May 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

TERRITORY OF KANSAS, *County of Linn:*

The petition of John R. Williams, of the county of Linn and Territory of Kansas, under the provisions of an act of the territorial legislature entitled "An act to provide for the auditing of claims," approved February 23, 1857.

I, John R. Williams, of the county and Territory aforesaid, beg to represent unto the honorable commissioners, that about the 1st day of September, 1856, a number of armed men under the command of General Clark, and others, under whose command I do not know, as I believe they were bands of marauders, committed many and sundry depredations in our neighborhood; a considerable amount of property was destroyed by said hordes of depredators for mere sport and for mischief. The fence around the farm of your petitioner was partly destroyed, and my crop of corn eaten up, and also ten acres of wheat were destroyed; nine large fine hogs were killed and taken away; others shot and left to perish on the ground; my fowls were killed, and part of my wearing apparel and bedding that I was necessitated to leave, to the amount of forty-five dollars, was destroyed or stolen. And your petitioner begs to represent to the honorable commissioner that the losses of property charged in the schedule annexed to this petition were occasioned solely by the territorial difficulties which arose out of the "slavery question." Had not this useless question been agitated in this Territory, my losses, together with those of my own immediate neighborhood, would never have occurred. But northern and southern armies followed each other in succession, and each one vented their rage upon the persons and property of the unoffending citizens of the Territory. My losses were occasioned solely in this way. And your petitioner begs to state that the charges in the schedule are just and reasonable, and were caused as set forth in this petition.

JOHN R. WILLIAMS.

Sworn to and subscribed before me this 2d day of November, A. D. 1857.

HENRY DE VILLIERS,
Notary Public.

SCHEDULE.

Territory of Kansas to John R. Williams, Dr.

Six acres of Indian corn destroyed, yield at forty bushels per acre, worth fifty cents per bushel in the field.....	\$120 00
Ten acres of wheat destroyed, worth ten dollars per acre	100 00
Nine head of fine fat hogs killed and taken away by the militia, worth twelve dollars each.....	108 00
One stack of oats destroyed	25 00
One hundred head of poultry, worth twenty cents each ...	20 00
Six turkeys, at fifty cents each.....	3 00
A quantity of wearing apparel and bedding destroyed in my house.....	45 00
	<hr/>
	421 00
	<hr/> <hr/>

TERRITORY OF KANSAS, *County of Linn:*

The affidavit of Samuel Nickel, of the county and Territory aforesaid, being a witness of the destruction of the property of John R. Williams; the said Samuel Nickel being also a sufferer in the territorial difficulties of 1856 in that immediate neighborhood.

Samuel Nickel, a citizen of the United States and a resident of Kansas Territory, being duly sworn, saith: I am well acquainted with Mr. Williams; his corn was destroyed by Clark's men; it was very fine and good, being rich bottom land, and it would yield, I am satisfied, forty bushels per acre. Mr. Williams had a good fence around his field; his hogs were killed by the men who were then marauding the neighborhood; whether Clark's men killed them I cannot say, but I know his hogs were killed and carried away, as I have said; they were fine and good, worth twelve dollars each; his stack of oats was destroyed by Clark's men tearing down the fence; I believe the stack was worth as much as charged in the schedule; his fowls were destroyed; whether he had as many as one hundred or not I can't say positively, but I know he had a large number killed, and I think they were worth twenty dollars. Mr. Williams, as well as myself, had to leave the Territory, as we could not remain at home with safety of our lives; during the time we were out Mr. Williams had his crop of wheat destroyed; he came back after he was driven off the first time, in order to save his wheat crop, but he was not permitted to stay, as he had to leave again the second time; the wheat crop was worth at least ten or twelve dollars per acre. I have seen the charges in the schedule annexed to this of Mr. Williams's expenses, and I have examined them one by one, and I know them to be true, and the charges to be correct and not overrated, but are just and reasonable, to the best of my knowledge. I was out of the Terri-

tory for protection with Mr. Williams at the same time, and was an eye-witness of most of his losses.

SAMUEL NICKEL.

Sworn to and subscribed before me this 2d day of November, A. D. 1857.

HENRY DE VILLIERS,
Notary Public.

TERRITORY OF KANSAS, *County of Linn :*

The affidavit of Levi Ward, of the county of Linn and Territory of Kansas, in relation to the losses of John R. Williams; the said Levi Ward being an eye-witness to Mr. Williams's losses, and one who was driven out from his home at the same time as Mr. Williams.

I, Levi Ward, of the Territory and county aforesaid, being duly sworn, say : That I live near Mr. Williams's house ; he had a field near me, and at the time in question Mr. Williams had about six acres of corn destroyed by the men in Clark's company ; they tore down the fence and did not put it up again ; Mr. Williams's crop of corn was very good ; it would yield at least forty bushels per acre ; the six acres were all destroyed. I think the charge is correct, and it was worth one hundred and fifty dollars. Mr. Williams had a fine lot of hogs, and some of them would average at least two hundred pounds each ; his charge of one hundred and eight dollars is not unjust nor too high. Mr. Williams had ten acres of wheat destroyed ; he was driven off from his home twice ; it was worth ten dollars per acre. I know Mr. Williams had a stack of oats destroyed at the same time ; it was worth twenty-five dollars. I saw Mr. Williams's stock of poultry, and they were all destroyed ; they were worth twenty dollars. I went out with Mr. Williams into Missouri with our families for safety ; Mr. Williams was obliged to leave his home, and he had to leave some of his bedding and clothes ; in the meantime a company of marauders stole and destroyed the bedding and clothes he had left in his house ; I believe there was at least forty-five dollars' worth.

LEVI ^{his} × WARD.
mark.

Sworn to and subscribed before me this 2d day of November, A. D. 1857.

HENRY DE VILLIERS,
Notary Public.

In the matter of the petition of John R. Williams.

The plaintiff claims in this case, for loss of crop, stock, wearing apparel, bedding, &c. - - - - -	\$421 00
The proof sustains the claim as presented, and an award is made accordingly.	
Interest - - - - -	63 15
Total award - - - - -	484 15

SAMUEL A. KINGMAN.
 HENRY J. ADAMS.
 EDWARD HOOGLAND.

JUNE 21, 1859.

No. 359.

ATCHISON, June 6, 1859.

Honorable Messrs. E. Hoogland, H. J. Adams, and Kingman, commissioners of claims.

Your petitioner, John H. Byrd, respectfully showeth: That he lived near Leavenworth City, Kansas, during the summer of 1856, and that on the night of Monday, the 27th day of August, 1856, his house was forcibly entered by a party of five armed men, commanded by one Henry Sutton; said party was a detachment from the company of Fred. Emery, of evil memory. Said detachment of armed men did forcibly make prisoner of your petitioner, John H. Byrd, and take from him a Colt's revolver, worth twenty dollars, for which he respectfully asks an award for compensation from you.

Yours, with respect,

JOHN H. BYRD.

Witnesses:

ELIZABETH L. BYRD.
 ABBEY E. BYRD.

Thomas Stewart: Said Stewart was one of said armed party, and then lived in the Todd settlement, and probably yet lives there.

TERRITORY OF KANSAS, *County of Atchison:*

Before me, a notary public in and for the county and Territory aforesaid, personally appeared John H. Byrd, and upon his oath declares that the foregoing statement is true and correct, as set forth in said affidavit.

Witness my hand and notarial seal this 6th day of June, A. D. 1859.

[L. s.]

PHILIP P. WILCOX,
Notary Public.

TERRITORY OF KANSAS, *County of Atchison, ss:*

Personally appeared before me, P. P. Wilcox, notary public for said county and Territory, Elizabeth L. Byrd, who testifies as follows, to wit: I was living during the summer of 1856 near Leavenworth City. On the night of the 27th of August, 1856, I was in the house of John H. Byrd; said house was forcibly entered on the night afore-said by a party of five armed men, commanded by one Sutton; said Sutton demanded whatever fire-arms were in the house, and took from John H. Byrd one revolver, and at the same time took said Byrd prisoner.

ELIZABETH L. BYRD.

ATCHISON, *June 16, 1859.*

Sworn and subscribed to before me this 16th day of June, A. D. 1859. Witness my hand and notarial seal the day and year last above written.

[L. s.]

P. P. WILCOX,
Notary Public.

In the matter of the petition of John H. Byrd.

The petitioner claims in this case for loss of one revolver	\$20
The claim is proven and allowed	
Add interest, 2½ years, at 6 per cent. - - -	3
Total award - - - - -	23

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 20, 1859.

No. 360.

Before the honorable board of commissioners of the Territory of Kansas, sitting in said Territory, for the adjustment of claims for losses during the troubles from November 1, A. D. 1855, until December 1, A. D. 1856.

DAVID C. PIQUETT vs. TERRITORY OF KANSAS.

Petition.

Your petitioner, David C. Piquett, would most respectfully represent unto your honorable board, that during the latter part of September or the first part of October, A. D. 1856, and for some time

before that time, he was a citizen of the county and city of Leavenworth, in said Territory, residing on lot three, block one, running from Main street to the levee, in said city, between Cherokee and Choctaw streets; that he had come to this city for the purpose of making it his permanent home and place of business. He further states that, in pursuance of said intention, he rented or leased, about the 1st day of June, A. D. 1856, a certain building, situated in said city, at the corner of Main street and the levee, as aforesaid, for the purpose of keeping and carrying on an inn or hotel, for which premises he contracted and agreed to pay the sum of three hundred dollars per year, and to make certain improvements on said premises, to wit: to the amount of eleven hundred dollars, which he then and there did make and complete, at the expense and outlay of eleven hundred dollars, as aforesaid.

Your petitioner would further state that in or about the latter part of September or the first part of October, in the year 1856, as aforesaid, at a time when he was ready and about to commence his said business as an inn or hotel keeper, he was set upon, beaten, and shot at, by certain persons known as belonging to the pro-slavery party in this Territory, and by them notified to quit the said Territory or his life would be taken; and from the fact that your petitioner's life was then and there much endangered, he was compelled to leave this Territory and proceed to St. Joseph's, Missouri, on foot, to seek safety and protection, thereby being compelled to abandon his home, his family, and business, and to leave his property to the mercy of a wreckless and desperate mob of ruffians. Your petitioner further states that after that time, to wit: about the months of October and November, in the year 1856, the premises named herein were taken possession of by the pro-slavery party and used as a place of rendezvous or headquarters, and during which time said premises were so abused, damaged, and destroyed, that from and after the 1st day of December, A. D. 1856, the same was unfit for any use whatever.

Said petitioner also states that in order to put said premises in as good order as when he left it, he must necessarily have expended from \$2,000 to \$3,000, being as much as the original cost of the same, which your petitioner was not able to do on account of having expended his all in fitting up said premises in the first place, whereby he was wholly deprived of the sum of eleven hundred dollars thus expended, also deprived of his home and the means of obtaining a living for himself and family.

Your petitioner further states that during the remaining time for which said lease was given, to wit, two years and nine months, he could have rented said premises for the sum of one thousand dollars per year, and the same was worth that amount to your petitioner, but owing to said outrages he was deprived of said rents and profits. Your petitioner further states that he was not driven from this Territory on account of any crime or indebtedness, nor to avoid any criminal or civil process.

Wherefore he prays that he may be allowed the sum of three thousand dollars, which he believes to be no more than the amount of

damages he has in this behalf sustained, and for which he will ever pray, &c.

DELAHAY, DUGGER & GALLAGHER,
Attorneys for Petitioner.

KANSAS TERRITORY, *Leavenworth County, ss:*

David C. Piquett, being by me duly sworn, says on oath that the matters and things set forth in the foregoing petition are true in substance and in fact.

DAVID C. PIQUETT.

Subscribed and sworn to before me this — day of June, A. D. 1859. Witness my hand and notarial seal.

MARCUS N. BLAKEMORE,
Notary Public in and for Leavenworth County, K. T.

In the matter of the petition of David C. Piquett.

TESTIMONY.

Augustus M. Sattig, being duly sworn, says: I have lived in Leavenworth City between four and five years, and was living here during the summer of 1856; in the spring of that year Mr. Piquett came to this city and leased a house and lot fronting on Main street and the levee, between Cherokee and Choctaw streets; it was lot No. 3 in block No. 1; I owned and occupied the lot next but one north of it; there was an unfinished building fronting on the levee, and a small building back of it formerly used as a storeroom for goods; Mr. Doyle had occupied the other as a dry goods and grocery store; Mr. Piquett moved the smaller building up to the line of Main street, and connected the two by a new building, and fitted the whole up for a hotel and boarding-house; I think he expended seven or eight hundred dollars in building and fitting up the establishment.

On the morning of the first Monday of September, 1856, Mr. Piquett was compelled to leave the city for safety; the night previous we were all notified in that block to leave by the pro-slavery party; William H. Russell, Captain H. T. Clarke, James J. Murphy, and others whose names I do not now remember, gave the notices; I think it was necessary for him to leave for his own safety; I was compelled to leave myself at the same time; nearly all the free-State men left on that day or the day following.

I returned to town about three weeks from this time. I found Mr. Piquett's establishment all torn up; it was occupied by a company of South Carolina and Georgia men, numbering about one hundred and ten; they were stabling horses in his family rooms; I saw the horses there; the windows, frames, sash, and all were knocked out; also the doors, partitions, &c.; floors torn up, and the plastering nearly all knocked off; the buildings were in a worse condition than they were

before he had expended any money on them; I should think the premises were damaged to the amount of \$900; the floors in the main building were all torn up and used for firewood.

When Mr. Piquett returned some two months afterwards and saw what a condition the premises were in, he abandoned all idea of ever occupying them, and never did occupy them. He told me when he returned that he was not able to repair the building so that he could occupy it; that it would cost him more than he had already expended. I think the premises would have rented for \$1,000 per annum at that time; I rented one on the next lot but one from it for \$50 per month; the building was not worth half so much as Mr. Piquett's; he had a lease of the premises for over three years at \$300 per annum; this Mr. Doyle told me; he had an interest in the premises.

AUG. M. SATTIG.

Sworn to before me this 14th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

James S. Weethee, being duly sworn, says: I came to Kansas the first day of April, 1856, and have lived here ever since in Leavenworth. I became acquainted with Mr. Piquett in May or June, 1856; I knew about his place on the levee, and should think his improvements upon the place were worth what Mr. Sattig estimates them at—seven or eight hundred dollars. I heard pro-slavery men say they were going to clean all the “damned abolitionists out of the country, and there was McCracken, Sattig, and Piquett they were going to hang.” About a week before Mr. Piquett was driven out he was assaulted by James J. Murphy, and beat over the head with a heavy hickory cane, and followed and shot at by others, and brickbats were thrown at him; he barely escaped with his life by good running; I know it was entirely unsafe for him to stay here, and he barely escaped with his life at it was when he left; I was compelled to leave myself the day after Mr. Piquett did, and did not return till the following June. I did not know about the destruction of the property, but he never occupied the premises afterwards to my knowledge. I think, from the way other buildings were renting, his premises would have rented for \$100 per month after he had fitted them up.

JAMES S. WEETHEE.

Sworn by me this 14th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of David C. Piquett.

LEAVENWORTH COUNTY, ss:

Jacob F. Strobel, being duly sworn, says: That he is a citizen of Kansas Territory; is acquainted with the petitioner, D. C. Piquett;

he is a citizen of this Territory, and was in the year 1856; in the fall of 1856 Mr. Piquett rented and fitted up a building on a lot fronting on the levee, and extending back to Main street. The property was located a few doors from the house in which I then resided. Affiant states that he has heard the testimony of Mr. Sattig and Mr. Weethee, taken in this case, and that he fully corroborates the general statement of facts related by them as to the destruction of the property, and the absolute necessity of the petitioner's leaving the place at the time. He states that the property was well fitted up, and in good order and condition at the time, and would have rented for \$100 per month. When the property was abandoned by the mob there was nothing but a shell left, and it would not have rented for anything; the property was unoccupied during the following winter. In the spring of 1857 Mr. Skinner took charge of it, repaired the building, and occupied it. One of the buildings is yet unoccupied, and has been ever since. I would estimate Mr. Piquett's loss on the house at \$800 or \$900.

JACOB F. STROBEL.

Sworn by me this 14th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of David C Piquett.

Petitioner claims for damage to premises and loss of rents resulting therefrom	-	-	-	-	-	\$3,000
The loss of rents is inadmissible, but the damage to the house proved to be \$900; the commissioners therefore award	-					900
Interest, at 6 per cent., 2½ years	-	-	-	-	-	135
Total award	-	-	-	-	-	<u>1,035</u>

HENRY J. ADAMS.
SAMUEL A. KINGMAN.
EDWARD HOOGLAND.

No. 361.

To the board of commissioners appointed to audit and certify claims for the loss of property during the disorder which prevailed in the Territory of Kansas from November 1, 1855, to November 30, 1856:

Your petitioner, Charles Blakely, says: That he is now and was a citizen of the Territory of Kansas at the time of the loss of property hereinafter detailed; that about the 27th day of June, 1856, he was owner of a sorrel horse, worth \$85; that on the evening of the same day he had him safely in his possession; that on the following morning he was gone, and after diligent search could not be found; but he

was informed by a woman who knew the horse, (and he verily believes it to be true,) that she saw a man whom she had never seen before ride said horse, in company with a number of horsemen, past her house, which is 30 miles distant from this place, on the afternoon of the 28th day of June, 1856, which was the afternoon of the day following the night on which the horse was lost; said horse he verily believes was stolen, and for him he never received any compensation.
 CHARLES BLAKELY.

TERRITORY OF KANSAS, *County of Doniphan, Iowa Township:*

Sworn to and subscribed before me this 27th day of May, 1859.

[L. S.]

S. M. GLOVER,
Notary Public.

B. Tracy and Job Dutton, being by me duly sworn, say: That they know Charles Blakely is *now* and was a citizen of the Territory of Kansas during the year 1856; that he was the owner of a certain sorrel horse; that he was worth eighty-five dollars; that they know he was lost at the time of the Topeka convention, about 27th June, 1856; that they do not know of his ever having received any compensation for him; that many strangers were passing the house where the horse was about that time; it was currently reported, and the universal belief, that the said horse was stolen.

BENJAMIN ^{his} + TRACY.
 JOB DUTTON. ^{mark.}

Subscribed and sworn to before me, at Iowa Point, this 27th May, 1859.

[L. S.]

S. M. GLOVER,
Notary Public.

In the matter of the petition of Charles Blakely.

The petitioner claims in this case for loss of one horse	- \$85 00
The proof sustains the whole claim; add interest, 2½ years, at 6 per cent.	- - - - - 12 75
Total award	- - - - - <u>97 75</u>

SAMUEL A. KINGMAN.
 HENRY J. ADAMS.
 EDWARD HOOGLAND.

JUNE 20, 1859.

No. 362.

Before the honorable board of commissioners of the Territory of Kansas, sitting in said Territory, for the adjustment of claims for losses during the troubles from November 1, 1855, until the 1st day of December, A. D. 1856.

JAMES CORMACK, plaintiff, vs. TERRITORY OF KANSAS, defendant.

Petition.

Your petitioner, James Cormack, would respectfully state unto your honorable board, that during the month of August, A. D. 1856, he was the owner of certain articles of merchandise, a bill of which is hereunto annexed, marked A, and made a part of this petition, the value of which amounted to the sum of eighty-five dollars and forty-two cents. He further states that he stored the same, about the time above named, in the storehouse of one George Wetherill, on Delaware street, in the city of Leavenworth, in this Territory. Your petitioner further states that during the month of August, A. D. 1856, as aforesaid, he was driven from this Territory by a pro-slavery mob, and was compelled to abandon said property. He further states that during his banishment, and during the month of August as aforesaid, the storehouse of George Wetherill, in which said goods were deposited as aforesaid, was set fire to and burned up by the same pro-slavery mob as aforesaid, and the said goods aforesaid were consumed. Wherefore your petitioner prays that he may be allowed the said sum of eighty-five dollars and forty-two cents at your hands.

DELAHAY, DUGGER & GALLAGHER,
Attorneys for Petitioner.

KANSAS TERRITORY, *Leavenworth County, ss:*

James Cormack, being by me, a notary public in and for said county, first duly sworn, states that the matters and things set forth in the foregoing petition, are true in substance and fact, as he verily believes.

JAMES CORMACK.

Subscribed and sworn to before me this 7th day of June, A. D. 1859.

[L. s.]

MARCUS N. BLAKEMORE,
Notary Public.

A.

Invoice of ropes, cords, twine, &c., left with George Wetherill, August, 1856, to be sold for me, James Cormack.

1 bale wrapping twine, 12½ pounds, at 25 cents per pound	\$3 12½
215 pounds Manilla rope, at 13 cents per pound	- - 27 95
113 clothes-lines, at 15 cents each	- - - 16 95
82 pounds hemp twine, at 25 cents per pound	- - - 20 50
90 chalk-lines, at 3 cents each	- - - 2 70
30 fishing lines, at 6 cents each	- - - 1 80
20 fishing-lines, at 8 cents each	- - - 1 60
10 fishing-lines, at 50 cents each	- - - 5 00
11 rope halters, at 10 cents each	- - - 1 10
5 single blocks, at 20 cents each	- - - 1 00
6 double blocks, at 40 cents each	- - - 2 40
13 hooks for blocks, at 10 cents each	- - - 1 30
	85 42½

In the matter of the petition of James Cormack.

TESTIMONY.

George Wetherill, being duly sworn, says: I know James Cormack, the petitioner; during the summer of 1856, and for some time afterwards, he was a resident of this city, (Leavenworth,) and is still a resident of the Territory. During the summer of 1856 I was keeping a grocery and provision store on Delaware street, between Second and Third streets, in Leavenworth City. During the month of July or August, 1856, Mr. Cormack deposited with me a quantity of cordage, ropes, and tackle, to be sold for him. During the night of the first or second of September my store was burned to the ground with all its contents, having been set on fire, as I believe, by some of the pro-slavery ruffians who at that time had the town under their control. I had been compelled during a part of the day preceding to remain concealed, and in the afternoon to go to Fort Leavenworth for safety. Mr. Cormack's goods were destroyed with my own; I have seen the list of articles appended to his petition, and believe it to be correct as to quantity and value. I had a list which he left with me, but it was destroyed with all my books and papers. The goods were all in my store at the time it was burned, except some twine which I had sold—probably not to exceed \$4 or \$5 in value. Mr. Cormack has never to my knowledge received any compensation for the loss of this property from any quarter.

GEORGE WETHERILL.

Sworn by me this 14th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of James Cormack.

The petitioner claims in this case for property lost	-	\$85	42½
The proof sustains the entire claim.			
Add interest, 2½ years, at 6 per cent.	-	-	12 75
			<hr/>
Total award	-	-	98 17½

SAMUEL A. KINGMAN.
EDWARD HOOGLAND.
HENRY J. ADAMS.

No. 363.

ACCOUNT FOR LOSSES AND DAMAGES.

TERRITORY OF KANSAS, *Leavenworth County, ss:*

To the commissioners appointed to audit and certify claims under the provisions of "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859, "to audit and certify all claims for the loss of property taken or destroyed, and damages resulting therefrom, during the disorder that prevailed from November 1, 1855, to December 1, 1856:"

Lorenzo D. Lawrence, complainant, states that on the — day of March, A. D. 1856, and for some time previous thereto, he was an actual resident citizen of Leavenworth county and Territory aforesaid, and still is an actual resident citizen of said Territory, and was on the — day of March, A. D. 1856, the actual owner and in the peaceable enjoyment of the following property: two bay horses, of the value of \$300; that said property was lost to complainant in the following manner: He resided at the time aforesaid on his farm, lying within one and a half mile of the town of Kickapoo, in said county and Territory. That his said neighborhood was, at the time aforesaid, invested by armed bands of marauders, committing all manner of depredations upon the settlers. That although complainant cannot designate the persons who took and carried away his said horses, yet he does aver that they were taken by some of the above-described marauders, and totally lost to complainant.

Complainant further states that afterwards, to wit: on the last day of July, 1856, he was, at the place aforesaid, the owner and in the peaceable enjoyment of one large bay horse, of the value of \$150; one saddle, bridle, and halter, of the value of \$25; which said horse, saddle, bridle, and halter were lost to complainant in the following manner: A party of armed men invaded his said farm, and by force and arms, claiming to act for the captain of a company of armed marauders, calling themselves the Kickapoo Rangers, took and carried away said property. Complainant further avers that he never has recovered any of his said property, or received any

remuneration therefor, except one of said horses, which was in such a condition, from the exposure and trouble incident to his recapture, as to render him worthless and unprofitable.

Complainant further states that by the loss of said property he was greatly injured over and above the value thereof, to the amount of \$200.

Complainant therefore prays your honors to allow him the sum of \$675 for his losses and damages so suffered by him, that amount being reasonable.

LORENZO D. LAWRENCE.

Sworn to and subscribed before me this 24th day of May, 1859.

HENRY J. ADAMS, *Commissioner*.

In the matter of the petition of Lorenzo D. Lawrence.

LEAVENWORTH COUNTY, ss:

Nathaniel S. Lawrence, being duly sworn, says: That he is the brother of the petitioner; that his brother is a citizen of Kansas Territory, and was such about four years last past. That he resides in Leavenworth county, for about one mile and a half from the town of Kickapoo, and resided at the same place in 1856. In the spring of 1856 he was the owner of a pair of bay horses. They were turned out to graze, and on the next morning could not be found, although search was diligently made for them for the next two weeks. We suspected at the time that they had been taken by some men in Kickapoo. The country at the time was in a state of great excitement, and outrages were of frequent occurrence. Lawless bands of men were at the time in the habit of taking and carrying away horses and other property whenever and wherever they chose. The horses were doubtless taken by some of those men. They were worth at the time \$300.

About the last of July of the same year four men came to the house of my brother, some time in the night, after we had retired to bed. They were armed with guns, revolvers, bowie knives, and two hatchets. The men were Bob Gibson, Bob Isaacs, Frank Beagle, and ——— Cassle. They by force took and carried off a fine large bay horse, which I had on the day previous traded for, on account of my brother, and also a saddle, bridle, and halter. The horse was worth \$150. The saddle, bridle and halter were worth \$25. Some four weeks after the horse was taken, I learned, from report, that the horse was in the State of Missouri. I went in search of him to Weston. On inquiry at that place I learned that a horse answering the description had been there shortly before, and had been offered for sale at auction; but the auctioneer, having suspicions that all was not right, refused to sell him, he at the time being informed by a Mr. Lacey that the horse was owned in the Territory by my brother. After inquiry, I learned that the person having him in possession had left in the direction of the Rialto ferry. I went down to that place and there found

the man; his name I do not now recollect. I told him that I believed he had a horse belonging to my brother which I wanted. He inquired my name, and then acknowledged that he had the horse, and that he was up at his brother-in-law's, and said to me that he would return him the next morning, at 10 o'clock, at my brother's house. By my manner he supposed I was satisfied with his promise. He then said if he did not return him the next day by 10 o'clock, he would do so in two or three days thereafter. About this time the auctioneer from Weston, who was also a constable at that place, came down to the ferry; and, suspecting that he had no intention of returning to the house, but intended to run him off, I pointed out this man to the constable, and requested him to aid me in securing the horse. He promised to do so. The boat, shortly after, crossed over the river. While she was crossing I saw this man, in company with the constable, passing up the river in the direction of Weston. The next day my brother sent a man over to Weston. The horse was got by him and brought home. The constable having secured him, and kept him as agreed; my brother paid him for the trouble and expense. The saddle, bridle, and halter were never recovered. The horse, when returned, was very much and seriously injured, and was about worthless. He was not fit for any kind of use; he was permanently lamed; he was kept the balance of the season and through the winter, and was traded off the next spring for what I considered \$25 in part pay for another horse. The expense of recovering the horse, and the expense and trouble of keeping, cost more than the amount received for him when traded off.

NATHANIEL S. LAWRENCE.

Sworn to before me this 18th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Lorenzo D. Lawrence.

The petitioner claims in this case for—

The loss of three horses, saddle, bridle, &c.	-	-	\$475 00
Damages	-	-	200 00
			<hr/>
			675 00
			<hr/> <hr/>

The item for damages is inadmissible.

The board award on the other items the sum of	-	-	425 00
Interest, 2½ years, at 6 per cent.	-	-	63 75
			<hr/>
Total award	-	-	488 75
			<hr/> <hr/>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 23, 1859.

No. 364.

To the board of commissioners appointed under act of February 7, 1859 :

The petitioner, L. Northrup, states : That he is a citizen of Kansas, and has been since the fall of 1855; that between the 1st of November, 1855, and 1st of December, 1856, he lost property on account and growing out of the political troubles in the Territory, as follows :

In the fall of 1856 a company of young men came to Grasshopper Falls, Jefferson county, Kansas Territory, and burned a store containing the following articles, which belonged to me, none of which property have I ever recovered, or received any compensation therefor, in whole or in part.

LORENZO NORTHRUP.

Sworn to and subscribed before me this 13th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

List of property destroyed for Lorenzo Northrup, at Grasshopper Falls, during the troubles of 1855-'56.

Drugs and medicines	-	-	-	-	-	-	-	\$575	00
Surgical instruments	-	-	-	-	-	-	-	150	00
Books	-	-	-	-	-	-	-	345	00
Office furniture	-	-	-	-	-	-	-	50	00
								<hr/>	
								1,120	00
								<hr/> <hr/>	

In the matter of the petition of Lorenzo Northrup.

Rufus H. Crosby, being duly sworn, says : I have lived at Grasshopper Falls, in Jefferson county, Kansas Territory, since April, 1856; I am a merchant in that place. On or about the 12th of September, 1856, a party of marauders, numbering about thirty, said to come from Atchison, entered the town and plundered and burned my store, and stole and carried away all the horses they could find in the place. Dr. Lorenzo Northrup, the petitioner in this case, occupied a part of the building in which I had my store as his office and drug store; there was no partition between my store and his; I had a general knowledge of what he had in his office and store; he had a very fair assortment of drugs and medicines for a small place; I should think their value there would be in the neighborhood of six hundred dollars; I knew of his having a very good set of surgical instruments; I saw him frequently show them—some of them were quite costly, I

should judge; he had a bookcase which, I think he told me during that summer, cost him \$25, and it was well filled with books; he had such other furniture, shelving, &c., as was necessary for his business; most of his books were medical works—quite a number were scientific works; I do not know their value, but I think his valuation, \$345, is not out of the way; I think none of his property was saved; I was near the blacksmith shop on the bottom when the alarm was given, and started with others towards the store to arm ourselves to defend the place, but they gained on us so much, and were so far superior in numbers, that we had to seek a place of safety. When I returned, which was within an hour and a half, I found the store in ashes; the contents of the building, consisting of my own stock of goods, and the property of Dr. Northrup, mentioned in his petition, were either burned or carried away. He has never to my knowledge recovered a cent for his losses in the way of compensation.

R. H. CROSBY.

Sworn by me this 13th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

Joseph Miller, being duly sworn, says: I know the petitioner; he has lived about three years at Grasshopper Falls, in Jefferson county, Kansas Territory; he is a practicing physician there, and was in the summer of 1856; he had his office and drug store in the same building with Mr. Crosby's store; I have often been in his place; I know he had a stock of drugs and medicines there but could not tell what they were worth; I have seen books there and surgical instruments, but could not say what they were worth; they were all destroyed with the building; I saw them set fire to the building and saw it burn. He has never received anything, to my knowledge, in the way of compensation for his loss of this property.

JOSEPH MILLER.

Sworn by me this 13th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Lorenzo Northrup.

The petitioner claims, in this case, for property destroyed and stolen, (drugs and medicines, books, surgical instruments, and office furniture) - - - - - \$1,120 00

The proof sustains the claim, and the board award the same.

Add interest, 2½ years, at 6 per cent - - - - \$168 00

Total award - - - - - 1,288 00

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

JUNE 20, 1859.

No. 365.

To the board of commissioners appointed under act of February 7, 1859:

The petitioners, William and R. H. Crosby, state: That they are citizens of Kansas, and have been since the spring of 1855; that between the first of November, 1855, and first of December, 1856, they lost property on account and growing out of the political troubles in the Territory, as follows: In the fall of 1856 a company of young men came to Grasshopper Falls, Jefferson county, Kansas Territory, and plundered and burned our store, with all the contents therein remaining, enumerated in the schedule below; at the same time and place they took our horse, which was, at the time, tied out upon the prairie adjacent; none of which property have we ever recovered, or any compensation therefor, in whole or in part.

R. H. CROSBY.

Sworn to and subscribed before me this 13th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

Items of losses sustained by Crosby & Brother, during the troubles in Kansas, in the fall of 1856, viz:

One building, (store,) 16 by 58, (burned,) valued at	-	\$650 00
Dry goods, burned and taken, valued at	- - - -	700 00
Groceries and provisions	- - - -	650 00
Boots and shoes	- - - -	300 00
Hats and caps	- - - -	100 00
Clothing	- - - -	250 00
Hardware	- - - -	200 00
Tinware	- - - -	50 00
Drugs and patent medicines	- - - -	50 00
Books and stationery	- - - -	20 00
One pair of large platform scales	- - - -	35 00
One pair of union scales	- - - -	8 00

Wearing apparel	-	-	-	-	-	-	-	-	\$75 00
Bedding	-	-	-	-	-	-	-	-	15 00
One stove	-	-	-	-	-	-	-	-	13 50
Cooking utensils	-	-	-	-	-	-	-	-	6 00
Damage from loss of books of accounts, \$50; Colt's revolver									
\$22	-	-	-	-	-	-	-	-	72 00
Carpenters' tools	-	-	-	-	-	-	-	-	15 00
One horse, stolen	-	-	-	-	-	-	-	-	150 00
									3,359 50
									3,359 50

In the matter of the petition of Rufus H. Crosby.

Lorenzo Northrup, being duly sworn, says : I reside at Grasshopper Falls, Jefferson county, Kansas Territory ; have lived there since February, 1856 ; know Rufus H. Crosby ; he has resided at Grasshopper Falls some three years ; he was engaged in the mercantile business during the summer of 1856, and is still ; about the 12th of September, of that year, a company of armed men, said to have been organized at Atchison, and numbering about thirty men, commanded, as I understood, by one Robinson, came to the town of Grasshopper Falls, about nine or ten o'clock, a. m., and plundered and burned Mr. Crosby's store ; they crossed the creek below the mill, and came up to the town with their horses on a run, giving a whoop or scream as they came up ; most of the people took to flight ; I saw them after they crossed the creek ; I was about 100 yards from Mr. Crosby's store at the time, and immediately started for my horse, which was picketed a short distance off, but was pursued by two men from the party, and my horse taken by them before I could secure him ; and for my own safety went down to the bank of the creek and remained there until the party left town, which was less than an hour, I should think ; I found the store burned to ashes on my return ; what horses were in town had been all taken ; I occupied a part of Mr. Crosby's building as a drug store and office ; I am a physician ; I should think the building cost some six or seven hundred dollars ; there was no partition between the part of the building I occupied and that part occupied by Mr. Crosby ; I have seen the schedule annexed to Mr. Crosby's petition, and should think he had just about such an assortment of goods as mentioned there, and of the value claimed ; Mr. Crosby has never received any compensation for this property, to my knowledge.

LORENZO NORTHRUP.

Recalled.

I know Mr. Crosby's horse was taken by these men ; I should think he was worth \$150 ; I paid that in gold about that time for one ; his might be as valuable as mine, but don't know that it was.

LORENZO NORTHRUP.

Joseph Miller, being duly sworn, says: I live at Grasshopper Falls, and have resident there more than four years; on or about the 12th of September, 1856, a band of armed and mounted men came into town; they crossed the creek below the mill and fired upon some men near the mill; I was standing near the men when they fired; they then went up to Crosby's store; I saw them knock in the door, and throw out the goods, papers, and books; I followed them up to the store; they threw out but a small part of the stock before they fired the building; the store was entirely destroyed with all its contents; they took several horses; all they could find in the place; they took a horse belonging to Mr. Crosby; it was a medium sized horse, bay, not very young; should think it might be worth \$80 or \$90; I was often in Mr. Crosby's store, and saw his goods, and have examined the list of articles claimed, and think it is a fair statement of the property lost, so far as I can judge.

JOSEPH MILLER.

Sworn by me this 13th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Rufus H. Crosby.

The petitioner claims, in this case, for the loss of goods and merchandise	- - - - -	\$3,359 50
The board cannot allow for the item of damage for loss of books	- - - - -	50 00
		<hr/>
The remainder of the claim is proven and allowed	- - - - -	3,309 50
Add interest, 2½ years, at 6 per cent.	- - - - -	496 35
		<hr/>
Total award	- - - - -	3,805 85
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SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 20, 1859.

No. 366.

To the commissioners appointed to audit and certify claims under the act of the legislature of February, 1859:

Your petitioner, Philip Rothschild, respectfully represents to the honorable commissioners: That he is a citizen of Kansas, and that, between the 1st of November, 1855, and the 1st of December, 1856, he suffered losses in consequence of the political difficulties prevailing at

that time; that the amount of his losses is eleven hundred and eight dollars and five cents, (\$1,108 05;) and that the petitioner filed his petition and proofs, containing the particulars of the manner in which he sustained loss, with H. J. Strickler, esq., to whom he refers the commissioners for further information, and also to a copy of said petition and proofs filed herewith. Your petitioner further represents that he has not at any time received any compensation or consideration for the losses sustained, or for any part thereof. Wherefore, your petitioner prays that an award be made, in accordance with the statement of facts, for eleven hundred and eight dollars and five cents, with interest thereon.

PHILIP ROTHSCHILD.

Sworn to and subscribed before me this 14th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

To the Hon. H. J. Strickler, commissioner for the auditing of claims, &c., under the provisions of an act to provide for the auditing of claims, and the act supplemental thereto, passed and approved February 23, 1857.

Your petitioner, Philip Rothschild, of the city of Leavenworth, county of Leavenworth, Territory of Kansas, respectfully shows: That since in or about the — day of May, A. D. 1855, your petitioner has been engaged in the city of Leavenworth aforesaid, in the sale of goods, wares, and merchandise, consisting of clothing, furnishing goods, and other articles in the line of their business, such as guns, pistols, bowie-knives, blankets, boots, &c.; that while engaged in said business, in a store occupied by your petitioner, situated on the levee of this city, in and during the month of August, A. D. 1856, and on various days therein, but which particular day or days your petitioner is unable to specify; your petitioner's store and premises were visited by a number of men whose names are unknown to your petitioner; and, as your petitioner was informed, and verily believes to be true, belonged to what was denominated the territorial volunteer militia; and the said men took from the said store and premises a quantity of goods and merchandise, a schedule of which is hereto annexed. Your petitioner further shows that the said schedule contains the quantity and value of the said goods so taken from the store of your petitioner in the manner above stated, and for no part of which has your petitioner been paid or indemnified by any one, nor has any portion of said goods ever been recovered or returned to your petitioner by the persons so taking them from petitioner's possession. Your petitioner shows that the amount of said loss is eleven hundred and eight dollars and five cents. Your petitioner therefore prays that he may be awarded the above mentioned sum of eleven hundred and eight dollars and five cents for the loss sustained by him as is in the foregoing petition set forth; and that the same may be paid or that your petitioner may be

indemnified therefor, pursuant to the laws and statutes in such cases made and provided, and for such further or other relief as your petitioner is entitled to in the premises; and your petitioner, as in duty bound, will ever pray, &c.

PHILIP ROTHSCHILD.

Subscribed and sworn to before me this — day of November, A. D. 1857.

TERRITORY OF KANSAS, County of Leavenworth:

Philip Rothschild, of the city of Leavenworth, being duly sworn, says: That he has read the foregoing petition and knows the contents thereof, and the same is true of his own knowledge except, as to those matters which are therein stated to be on information and belief, and as to those matters he believes it to be true.

PHILIP ROTHSCHILD.

Subscribed and sworn to before me this — day of November, A. D. 1857.

Schedule referred to in foregoing petition.

26 pairs of blankets, at \$5.....	\$130 00
16 bowie-knives, at \$1 20	28 80
11 guns, at \$20	220 00
56 flannel shirts, at \$1 50.....	84 00
8 revolvers, at \$18	144 00
17 overcoats, at \$9	153 00
10 J. R. coats, at \$4.....	40 00
17 pairs of leggins, at \$1 50.....	25 50
23 undershirts, at \$1 50.....	34 50
5 pairs cassimere pants, at \$5.....	25 00
38 pairs of buck gloves, at \$1.....	38 00
17 satin vests, at \$4 75.....	80 75
19 pairs of calf-skin boots, at \$5 50.....	104 50
	<hr/>
	1,108 05
	<hr/> <hr/>

TERRITORY OF KANSAS, County of Leavenworth, ss:

Before me, the undersigned, a notary public within and for the county aforesaid, personally came the within named Philip Rothschild, whose name appears on the within petition, who, after being by me duly sworn, deposes and says, that the matters and things set forth are true in substance and matter of fact. In testimony

whereof, I have hereto subscribed my name and affixed my official seal this 13th day of November, A. D 1857.

[L. s.]

A. MACAULAY,
Notary Public.

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

Morris Rothschild, of the city of Leavenworth, being duly sworn, says: That he knows the facts stated in the foregoing petition, and the same are true of his own knowledge. Deponent further says that at and before and during the time stated in the foregoing petition he was a clerk in the employ of the above named Philip Rothschild; that he had personal knowledge of the taking and seizure of the goods and merchandise stated in the said petition as is therein detailed and set forth, and that the said petitioner sustained loss to the amount stated in said petition, and the value of the goods so lost by the aforesaid petitioner was at the time of the loss aforesaid of the price and value specified in the said schedule. And further the deponent says not.

MORRIS ROTHSCHILD.

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

Before me, the undersigned, a notary public, within and for the county aforesaid, personally came the within-named Morris Rothschild, whose name is signed to the within affidavit, who, after being by me duly sworn, deposes and says: That the matters and things set forth in his said affidavit are true in substance and matter of fact, to the best of his knowledge and belief. In testimony whereof, I have hereunto subscribed my name and affixed my seal notarial, at office, this 13th day of November, A. D. 1857.

[L. s.]

A. MACAULAY,
Notary Public.

I, H. J. Strickler, former commissioner to audit claims, hereby certify that the foregoing petition and testimony is a true copy of the original papers of the claim of Philip Rothschild submitted to me as aforesaid commissioner. In testimony whereof, I have hereunto set my hand and seal this 2d of April, 1859.

H. J. STRICKLER. [L. s]

In the matter of the petition of Philip Rothschild.

The petitioner claims for loss of goods and merchandise...	\$1,108 05
The proof sustains the whole claim.	
Add interest, 2½ years, at 6 per cent.....	166 20
	<hr/>
Total award.....	1,274 25
	<hr/> <hr/>

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

JUNE 20.

No. 367.

To the commissioners appointed under the act of February 7, 1859, to provide for auditing and adjusting claims for damages sustained in the Territory of Kansas, between the 1st day of November, 1855, and the 1st day of December, 1856:

Your petitioner, Phœbe Jane Wilson, of the city of Lawrence, in the county of Douglas, in said Territory, represents: That she is an unmarried woman; that she has been a citizen of said Territory ever since the month of July, 1855, and an inmate of the family of Mrs. Susannah Patterson; and that in the month of May, 1856, she was in possession of the following property: one set of harness, worth thirty dollars, and one cooking stove, worth thirty dollars. The said property was in her care, and was used by her, and in consequence of its loss she was compelled to pay the above prices for it. She therefore claims that she is the sole owner, and is entitled to pay therefor. She claims damages as follows:

One set of harness, new and good.....	\$30 00
One cooking stove, &c.	30 00
Clothing taken and carried away at the sacking of Lawrence, on the 21st of May, 1856	75 00
	<hr/>
	135 00
Interest on same.....	25 00
	<hr/>
	160 00
	<hr/> <hr/>

At the sacking of the city of Lawrence, on the 21st of May, 1856, the family of Mrs. Patterson, with whom she then and now resides, as well as nearly all other persons in the city, were compelled to fly from their homes. In doing so all her property and clothing, except what she then wore, was left in the house. The house was broken into and plundered, and various articles of apparel and clothing

belonging to your petitioner carried off, to the value of seventy-five dollars. Some time in the month of August, 1856—the country in and around Lawrence then being infested with armed bands of men, and military rule and violence being the only known law of the land—the harness was taken from under a bed in the house of Mrs. Patterson, in the night time, and during the absence of the family. The stove was outside the house, and was taken at the same time, and, as your petitioner believes and charges, was taken either by these armed bands or by a detachment of United States troops then stationed at Lawrence. She has never been able to recover any part of said property.

PHCEBE J. WILSON.

Phœbe J. Wilson, being duly sworn upon oath, says: That the matters and things set forth in the foregoing petition are true in substance and in fact.

PHCEBE J. WILSON.

Sworn to and subscribed before me this 25th day of May, A. D. 1859.
CALEB C. PRATT,
Clerk Probate Court Douglas County, Kansas Territory.

In the matter of the petition of P. Jane Wilson.

Miss Susanna Patterson, being duly sworn, deposeth and says: That she knows the petitioner, Miss P. Jane Wilson; that she is a citizen of the city of Lawrence, in the Territory of Kansas, and has been since the month of July, 1855; and that the petitioner has, during that time, been residing in the family of the affiant; that in the spring of 1856 the petitioner had a large amount of valuable clothing; the clothing was of such kind as is usual for young ladies in her situation to have, having for several years previous been a teacher, and always having a good supply of clothes; there were silk dresses, shawls, and a great variety and number of clothes; at the time Lawrence was sacked, on the 21st of May, 1856, myself and family, including the petitioner, was compelled to fly from our house and seek shelter out of town, leaving all our property, clothing, &c., in the house; on our return the next morning we found the house had been robbed of almost everything it contained—all my provisions, and nearly all my other property, as well as the property of my family and a large number of boarders, which I was then keeping—Miss Wilson's clothes were all taken, she had nothing left but what she had on; I think the loss is very low at \$75; I then and now think so, but at this period of time I cannot specify the articles with any degree of certainty; in the month of August, 1856, the petitioner had one set of harness and a cooking stove; the harness was in my house, and the cooking stove was standing by the house; both harness and stove were stolen and carried away during the month of August; they were taken in the night, during the absence of myself and family; they were each worth \$30; Miss Wilson

was compelled to pay that price for them after they were lost, she not being the owner at the time of the loss, but having the care and use of them; I am very certain that the petitioner has never received any compensation for said property, or recovered any part of it.

SUSANNA PATTERSON.

Sworn to and subscribed before me this 25th day of May, A. D. 1859.

[L. s.]

CALEB PRATT,
Clerk Probate Court, Douglas County, K. T.

Miss Angeline Patterson, sworn, deposes and says: She is acquainted with the petitioner, Miss P. Jane Wilson; she resides in my mother's family, and has so resided for several years; she is now a citizen of the city of Lawrence, and has been since the month of July, 1855; in the month of May, 1856, the petitioner had and owned a large quantity of good and valuable clothing; on the 21st of May, of that year, at the time the city of Lawrence was sacked by the armed bands of men, we were compelled to leave our house and seek safety in the country; on our return home the next morning we found the house had been robbed of almost everything; Miss Wilson's clothing was all gone, she had nothing left but what she had on her person; her loss was at least \$75; in the month of August afterwards, a set of harness and cooking stove belonging to or in the possession of the petitioner, was stolen and carried away from my mother's house in the city of Lawrence; the harness and stove together was worth \$60; I know that Miss Wilson was compelled to pay that sum for them afterwards; at the time this property was taken, Lawrence and the country around was infested and overrun with bands of armed men; and a detachment of United States troops were encamped near Lawrence, and neither life nor property was safe; I have no doubt that the harness and stove was taken by some of these parties; Miss Wilson has never to my knowledge recovered any part of said property, or received any compensation therefor.

ANGELINE PATTERSON.

Sworn to and subscribed in my presence this 25th day of May, A. D. 1859.

[L. s.]

CALEB PRATT,
Clerk Probate Court, Douglas County, K. T.

In the matter of the petition of P. Jane Wilson.

The petitioner claims for loss of property	-	-	-	-	\$135	00
Damages	-	-	-	-	25	00

=====

The proof sustains the claim, and an award is made for the										
property	-	-	-	-	-	-	-	-	-	\$135 00
Interest on same, 2½ years, at 6 per cent	-	-	-	-	-	-	-	-	-	20 25
Total award	-	-	-	-	-	-	-	-	-	<u>155 25</u>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 23, 1859.

No. 368.

ACCOUNT FOR LOSSES AND DAMAGES.

TERRITORY OF KANSAS, *Douglas County, ss:*

To the commissioners appointed to audit and certify claims under the provisions of "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859, "to audit and certify all claims for the loss of property taken or destroyed, and damages resulting therefrom, during the disorder that prevailed from November 1, 1855, to December 1, 1856:

G. H. Skilbeck, complainant, states: That on the 12th and 16th days of August, A. D. 1856, and for some time previous thereto, he was an actual resident citizen of Douglas county and Territory aforesaid, and still is an actual resident citizen of said Territory, and was on the 12th and 16th days of August, 1856, the actual owner and in the peaceable enjoyment of the following property, viz:

A stock of goods, wares, and merchandise consisting of dry goods, groceries, hardware, queensware, boots and shoes, drugs, medicines, &c., in all of the value of twenty-five thousand dollars, and was peaceably selling and bartering and disposing of the same at his storehouse in the town of Franklin, in Douglas county, Kansas Territory; and that on the night of the 12th of August, 1856, a body of men came from —, in said Territory, under the command of one —, and forcibly and unlawfully, and against the will of the complainant, broke open his storehouse aforesaid, and took and carried away the greater part of his said goods, wares, and merchandise; and on the night of the 16th of August, again violently and unlawfully broke open his said storehouse, and took and carried away the balance of his said stock of goods, wares, and merchandise, said goods, wares, and merchandise, being altogether of the value of twenty-five thousand dollars.

The petitioner further states that by reason of the loss of his said stock of goods, wares and merchandise as aforesaid, his business was broken up, and he was otherwise injured, and sustained damage to the amount of five thousand dollars over and above the actual value of said goods, wares, and merchandise. He therefore prays the commissioners to allow him the said sum of thirty thousand dollars, his loss and damages aforesaid.

He further states that he has never received any remuneration for the loss of said goods as aforesaid. He further states that the matters and things set forth in the above petition are true in substance and in fact, and further saith not.

G. S. SKILBECK.

STATE OF KENTUCKY, *County of Campbell, ss:*

Personally appeared before me, the undersigned, clerk of the county court for the county aforesaid, G. S. Skilbeck, who subscribed the foregoing petition and made oath that the matters and things set forth in his petition aforesaid are true. Witness my hand and the seal of the said court, this 16th day of May, A. D. 1859.

[L. s.]

JOHN J. THOMAS, *Clerk,*
By GEO. R. FEARONS, *Deputy Clerk.*

In the matter of the petition of G. S. Skilbeck.

G. S. Skilbeck, the above-named petitioner, being duly sworn according to law, deposes and says: That I presented a statement of my actual losses incurred during the difficulties of 1856, to H. J. Strickler, late commissioner for auditing claims, appointed under the act of 1857, which statement was correct and true according to the best of the knowledge and belief of this deponent. This deponent would further represent that some of the witnesses, whose testimony is material and important to this deponent in proof of his claim of losses, are now out of the Territory, and that it is impossible for this deponent to secure the attendance of said witnesses before the board of commissioners appointed under an act entitled "An act to provide for the payment and adjustment of claims," approved February 7, 1859. Your deponent would respectfully ask that proofs, papers, and testimony so presented to the late commissioner and upon which he made his award in my favor, may be received by the board of commissioners as his petition and testimony under the present law. This deponent would further represent that he has never recovered any of the property lost, as alleged and set forth in the statement so presented to said Strickler, nor received compensation from any source for said losses.

G. S. SKILBECK.

STATE OF KENTUCKY, *Campbell County, ss:*

Personally appeared before me, the undersigned, clerk of the county court for the county aforesaid, G. S. Skilbeck, who subscribed the foregoing affidavit and statement, and made oath that the matters and things therein set forth are true. Witness my hand and the seal of said court, this 16th day of May, A. D. 1859.

[L. s.]

JOHN J. THOMAS, *Clerk.*
By GEO. R. FEARONS, *Deputy Clerk.*

In the matter of the petition of George S. Skilbeck.

DOUGLAS COUNTY, ss:

John R. Winton, being duly sworn, says: That he is acquainted with the petitioner, G. S. Skilbeck; he came into the Territory in the spring of 1856, and was a citizen during that year; he resided at Franklin, in this county. The petitioner came into the Territory at the same time I did, in the spring of 1856. He was engaged in selling goods. He brought with him when we came on to the Territory \$3,000 worth of goods. He afterwards purchased a stock of goods at Franklin belonging to Mr. Crane. I assisted in invoicing the goods purchased of Crane; they amounted to about \$800, and were added to the stock brought on by the petitioner. He afterwards made other purchases, but the amount of which I do not know. About the 12th or 16th of August, 1856, (the precise date I do not recollect,) I was at the store of the petitioner, in the town of Franklin. The goods at the time were all boxed up preparatory to being removed to some other place. The boxes of goods were in the storeroom. I saw them there at that time. The petitioner was then a prisoner at Lawrence, having been taken between Lawrence and Lecompton. I did not get to see him at that time. I returned to Franklin in a few days afterwards. The goods were then gone; the house had been robbed, the windows were broken, and the door was broken open; it was open when I was there the second time; it was locked when I was first there. From the best information I can get the goods were taken by some of the armed bands of men then in and about Lawrence. They were taken to Lawrence, and distributed out. I have no means of knowing the amount of goods on hand and taken from the petitioner; but from what I do know, and from information, I think that the amount of goods was equal to the original purchase of \$3,000 and the purchase made of Crane of \$800; that the subsequent purchases were about equal to the amount which had been sold by him. There was a general assortment of goods, dry goods, hardware, groceries, boots, shoes, &c. And further saith not.

JOHN R. WINTON.

Sworn to and subscribed before me this 28th day of May, A. D. 1859, as witness my hand and seal.

CHAS. P. TWISS,
Notary Public.

In the matter of the petition of George S. Skilbeck.

The petitioner in this case modestly claims \$30,000. The proof hardly sustains the whole claim, and is totally silent on the subject of citizenship. The law is imperative on that point. No award can be made.

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

JUNE 24, 1859.

No. 369.

Charles H. Thomes, administrator of David C. Buffum, deceased, late of Douglas county, to the honorable board of commissioners for adjusting claims under the act of 1859 :

Your petitioner, Charles H. Thomes, represents that he is the legal representative of the estate of David C. Buffum, deceased, as appears on the records of the probate court of said Douglas county; that the said David C. Buffum came into the Territory of Kansas in the fall of 1854, and resided in said Territory in and near the town of Lawrence until the fall of 1856, when he was murdered at his house, on the California road, about six miles from Lawrence; that he, this affiant, or his family, occupied the claim adjoining that of the said David C. Buffum for the eighteen months immediately preceding the death of the said Buffum, and that this affiant lived personally upon the said adjoining claim for the six months preceding the death of said Buffum; that on the 17th of May, 1856, and about that time, a large body of men, encamped at "Coon Point," kept the whole of the inhabitants living within a circle of five or six miles of Coon Point in a state of alarm; the said body of men were under the command of Stringfellow and others. On the night of the 17th of May, 1856, the said body of men, or a portion of them, came to the house of said David C. Buffum and took from the said Buffum a valuable horse and a saddle and bridle—using at the same time very violent and threatening language towards the said Buffum; said horse was of the value of \$150, and the saddle and bridle was of the value of \$18. Between the 17th and 20th of September, 1856, the said body of men were constantly on the road and about the house of the said David C. Buffum, and a portion of said body of men entered the house of David C. Buffum and pillaged the same of two double-barrelled shot-guns, of the value of \$20 each, and bedding and clothing of the value of \$50. In the month of September following a large body of men, numbering from 2,000 to 3,000, came from Missouri and encamped at Franklin. This body of men threatened to destroy the town of Lawrence, and were disbanded by Governor Geary. Upon disbanding, a portion of said body of men passed up the California road by the house of David C. Buffum. This was the "northern division of Kickapoo Rangers," as they called themselves. They were under the command of Captain Martin. When the said company arrived opposite the house of Buffum ten or twelve members of the company detached themselves from the balance of the company, and rode up to Buffum's house, and one of this number rode up to the horse, which Mr. Buffum was in the act of harnessing, when the said company hove in sight and took possession of said horse and harness. Mr. Buffum had run into the corn when the Rangers first appeared in sight, and the balance of the ten or twelve members of the company before mentioned took possession of another horse which was hitched in the field to a fence, when Buffum rose up from his hiding place and told them that the horse was blind and would be of no use to them, upon which one of the Rangers drew up a gun and shot Mr. Buffum,

from the effects of which shot Mr. Buffum died in twenty-four hours. The horse first taken and harness was carried away, and were of the value of one hundred and sixty dollars. Just previous to the arrival of the large body of men at Franklin, a body of men were encamped near Lecompton and at Coon Point; this was about the 1st of September, 1856. The said body of men were under command of General Stringfellow, and they burned a number of houses on the California road. From the 1st to the 8th of September, 1856, a portion of said body of men were around the house of Mr. Buffum, and were constantly employed in committing depredations on the premises of Buffum and other persons living in the vicinity. They destroyed and carried away 150 chickens belonging to the said David C. Buffum, of the value of \$25; they rode through the cornfield of Mr. Buffum, which was a field of ten acres, and trampled down the corn, damaging it to the amount of \$25; they took and carried away a new saddle and bridle of the value of \$18, the property of the said David C. Buffum. In November and December, 1855, when the town of Lawrence was surrounded by a force of men threatening to destroy the town, Mr. Buffum went to Lawrence, being afraid to remain in his house on the California road, and left a sum of money, amounting to \$108 in gold, in the house; during his absence the said money was taken away, and this affiant states that it was lost on account of the invasion of the country by said force. This affiant states that neither the said David C. Buffum nor his representatives have ever received any remuneration, either in whole or in part, on account of said loss, and prays that your honorable board will award the amounts set forth in the foregoing petition; and as in duty bound will ever pray.

CHARLES H. THOMES,

Administrator of D. C. Buffum, deceased.

Charles H. Thomes, being duly sworn, says the matters and things set forth in the foregoing petition are true and correct.

Sworn to before me and subscribed in my presence, May 17, 1859.

CALEB S. PRATT,

Clerk Probate Court, Douglas County, K. T.

		<i>Schedule.</i>				
One horse	-	-	-	-	-	\$150 00
One saddle and bridle	-	-	-	-	-	18 00
Two double-barrelled guns, at \$20 each	-	-	-	-	-	40 00
Bedding and clothing	-	-	-	-	-	50 00
One hundred and fifty chickens	-	-	-	-	-	25 00
Damage to corn, ten acres	-	-	-	-	-	25 00
Saddle and bridle	-	-	-	-	-	18 00
Horse and harness	-	-	-	-	-	160 00
						486 00
Money	-	-	-	-	-	108 00
						594 00

Lewis Jenks, Eliza Ann Thomes, Edward Thomes, and Mary Thomes, being duly sworn, upon oath say: That they have resided on and near the California road, about six miles from Lawrence, since the spring of 1856, in the month of April; that they were intimately acquainted with David C. Buffum from that time until the date of his death, in September, 1856; that said David C. Buffum was a quiet and inoffensive citizen; that they have read the foregoing petition, and that the matters and things therein set forth, with the exception of the statement in regard to the loss of \$108 in gold, (in relation to which they have no knowledge,) are true in substance and in fact, which these deponents state from their own personal knowledge.

LEWIS JENKS.
ELIZA A. THOMES.
EDWARD THOMES.
MARY THOMES.

Sworn to before me and subscribed in my presence, this 17th day of May, 1859.

CALEB S. PRATT,
Clerk Probate Court, Douglas County, K. T.

TERRITORY OF KANSAS, *Douglas County, ss:*

The Territory of Kansas to all persons to whom these presents shall come, greeting:

Know ye, that whereas David C. Buffum, late of the county of Douglas, died intestate, as it is said, having at the time of his death property in this Territory which may be lost, destroyed, or diminished in value, if speedy care be not taken of the same: To the end, therefore, that said property may be collected, preserved, and disposed of according to law, we do hereby appoint Charles H. Thomes administrator of all and singular the goods and chattels which were of the said David C. Buffum at the time of his death, with full power and authority to secure and dispose of said property according to law, and to collect all moneys due said deceased, and in general to do and perform all other acts and things which are or may hereafter be required of him by law.

In testimony whereof, I, R. C. Bishop, clerk of the probate court, in and for the county of Douglas aforesaid, have hereunto signed my name and affixed the seal of said court at office in Lecompton the 27th day of April, A. D. 1857.

[L. s.]

R. C. BISHOP, *Clerk.*

Recorded the 27th day of April, 1857.

R. C. BISHOP, *Clerk.*

I, Caleb S. Pratt, clerk of the probate court in and for Douglas county, Kansas Territory, do hereby certify that the above is a true copy of the letter of administration granted by the probate court

aforesaid to Charles H. Thomes, authorizing him to administer upon the estate of David C. Buffum, deceased, as appears upon the records of said court.

In testimony whereof, I have hereunto set my hand and the seal of said court at Lawrence this 18th day of May, 1859.

[L. s.]

CALEB S. PRATT, *Clerk.*

In the matter of the petition of David C. Buffum's administrator, Charles H. Thomes.

Petitioner's claim is for property lost	-	-	-	\$486 00
And for money lost	-	-	-	108 00
				<u>594 00</u>
The proof as to the property is full and sufficient, and the same is awarded	-	-	-	486 00
No proof of the loss of money.				
Interest on the above sum, 2½ years, at 6 per cent.	-	-	-	72 90
Total award	-	-	-	<u>558 90</u>

SAM'L A. KINGMAN.
HENRY J. ADAMS.

JUNE 23, 1859.

No. 370.

To the board of commissioners for the adjustment of claims for losses in Kansas Territory:

Your petitioner, Charles H. Thomes, respectfully represents to your honorable board: That late in the fall and early in the winter of the year 1855, during the months of November and December, a large body of armed men were stationed in the town of Lawrence, Kansas Territory, for the purpose, as was generally known and understood, of protecting the citizens of the town of Lawrence and vicinity from the threatened attack of an armed force, collected together during a portion of that time, near said city, with the avowed purpose and object of destroying the town and killing and robbing the citizens; that during the time above named nearly every citizen of the town, and other persons who came from other places in the Territory, were organized into military companies and regiments, under the command of James H. Lane and Charles Robinson; that this organization had full and complete control of the citizens of the town, and that it was not possessed of property and provisions wherewith to sustain the body of men which were thus collected together as a military organization; that on the — day of November, 1855, your petitioner, who was at the time keeping a boarding

house in said city, was ordered by Charles Robinson and James H. Lane to take, shelter, and feed a portion of the body of men collected together in Lawrence as aforesaid; and, in accordance with said orders, your petitioner received a large number of men and furnished them with provisions and the necessaries of life; the companies thus fed by your petitioner were the "Bloomington company," under Captain Samuel Walker, the "Topeka company," under Captain Daniel Horne, the "Blue Mound company," under Saunders, the remainder were from the country, who had come to Lawrence for the purpose before named, viz: to defend the town. That, during the time aforesaid, your petitioner furnished to the persons enumerated 1,975 meals of victuals, of the value of twenty-five cents each—amounting in all to \$493 75. Your petitioner further represents that, at the time above named, there were not sufficient provisions in the town of Lawrence to feed the body of men collected together for the purpose aforesaid, and that if the petitioner had not obeyed the orders of the officers of the aforesaid military organization, in respect to furnishing the provisions as aforesaid, they would have been taken from him by force, which he was not able to resist. Your petitioner represents that, some time during the months of November or December, in the year 1855, Charles Robinson, who was in command of the body of armed men, then stationed in Lawrence, ordered your petitioner to deliver to certain persons, belonging to said body of men, three horses and two saddles and bridles which he (your petitioner) then owned and had possession of; that said horses were delivered up by your petitioner under said orders, and were used by said body of men in their service; that he was never able, although using his best endeavors, to recover two of said horses, and thereby suffered a loss of \$189—the said horses being of the respective values of \$75 and \$80—and the saddles and bridles, as follows: 1 saddle, \$14; 1 do., \$15; 2 bridles, \$2 50 each.

Your petitioner further represents that, on the 16th day of September, 1856, an armed body of men, under the command of Captain Martin, calling themselves at the time the northern division of the "Kickapoo Rangers," passed by the house of your petitioner, on the California road near Lawrence, took from the field of your petitioner a pony owned by him; and your petitioner, for fear of losing his life, dared not resist the said act of robbery, the said body of men being very boisterous and conducting themselves in a threatening manner; that your petitioner immediately took measures to regain possession of said pony, making application to Governor Geary and other officials of the Territory, in consequence of which he recovered the said pony in about twelve days, during which time the said pony was very badly damaged, and in consequence of which damage your petitioner suffered a loss of at least \$25.

Your petitioner further represents that he has resided in Kansas Territory from April, 1855, to the present time, and that the losses above enumerated are not in consequence of any act of his own, or through his instrumentality, directly or indirectly, and that he has never received any remuneration, in whole or in part, on account of said damage and losses.

Schedule.

1,975 meals, at 25 cents each	-	-	-	-	\$493 75
Two horses	-	-	-	-	155 00
Two saddles and bridles	-	-	-	-	34 00
Damage to pony	-	-	-	-	25 00
					707 75
					707 75

Your petitioner prays that the amount set forth may be allowed to him.

CHARLES H. THOMES.

Charles H. Thomes, being duly sworn, says : That the matters and things set forth in the foregoing petition are true and correct.

CHARLES H. THOMES.

Sworn to before me and subscribed in my presence this 17th day of May, A. D. 1859.

CALEB S. PRATT,
Clerk Probate Court, Douglas County, K. T.

Eliza Ann Thomes, being duly sworn, says : That she is the wife of Charles H. Thomes, of Douglas county; that in November and December, 1855, a large number of men were stationed in Lawrence, under the command of Charles Robinson and James H. Lane; that in the latter part of November and the first part of December, of said year, a portion of said body of men were fed by the said Charles H. Thomes; that she the said affiant and her daughter Mary cooked the victuals furnished to said men, and from her certain knowledge states that the number of meals thus furnished was 1,975.

ELIZA A. THOMES.

Sworn to before me and subscribed in my presence this 17th day of May, 1859.

CALEB S. PRATT,
Clerk of Probate Court, Douglas County, K. T.

Mary Thomes, being duly sworn, says : That she has read the foregoing affidavit, signed by Eliza Ann Thomes, and that the matters and facts therein stated are true in substance and in fact.

MARY THOMES.

Sworn to before me and subscribed in my presence this 17th day of May, A. D. 1859.

CALEB S. PRATT,
Clerk of Probate Court, Douglas County, K. T.

Lewis Jenks, being duly sworn, says: That Captain Charles H. Thomes, of Douglas county, owned a brown pony in the fall of 1856; that a body of armed men, under the command of Captain Martin, who called themselves the "Northern division of the Kickapoo Rangers," stopped at the house of the said Charles H. Thomes, on the California road, and took away the said pony from the field near his, Charles H. Thomes's, house; that the affiant was present when said pony was taken; that said pony was not recovered by the said Thomes for about ten days, and when so recovered was damaged to the value of at least \$25.

LEWIS JENKS.

Sworn to before me and subscribed in my presence this 17th day of May, 1859.

CALEB S. PRATT,
Clerk of Probate Court, Douglas County, K. T.

Eliza Ann Thomes, wife of Charles H. Thomes, Mary Thomes, daughter of Charles H. Thomes, and Edward Thomes, son of Charles H. Thomes, being duly sworn, upon oath say: That the said Charles H. Thomes owned three horses and two saddles and bridles in the fall of 1855; that during the difficulties which occurred in November and December of said year the said horses were taken from the possession of the said Charles H. Thomes, by order of Charles Robinson and James H. Lane, then commanding a body of men encamped at Lawrence, and to their certain knowledge two of said horses were never returned, nor could they be recovered, nor the two saddles and bridles, although a diligent effort was made to recover them by the said Charles H. Thomes and Edward Thomes; and these deponents further state that the said horses were in good order and condition and were about four or five years old. The said Edward Thomes further says that the said Charles H. Thomes paid \$90 for one of said horses about six months before they were taken away as aforesaid, and that he was in as good order when thus taken away as when bought by the said Charles H. Thomes; the saddles aforesaid were nearly new.

EDWARD THOMES.

ELIZA A. THOMES.

MARY THOMES.

Sworn to before me and subscribed in my presence this 17th day of May, A D. 1859.

CALEB S. PRATT,
Clerk of Probate Court, Douglas County, K. T.

Samuel Walker, being duly sworn, says: That in the months of November and December, 1855, he had command of a company of men organized for the protection of the town of Lawrence and vicinity from a threatened attack from a force of men from the State of Missouri; that in the month of November, under orders from Charles Robinson, he marched his company, consisting of 108 men, to the house of Captain Charles H. Thomes, where the said company remained about twenty days, eating three meals per day. This affiant states that it was the universal opinion of the inhabitants of the vicinity that it was necessary for the said company to camp in Lawrence, and that unless the said Thomes had been ordered to furnish the said troops with provisions, the said company could not have subsisted in Lawrence at that time.

SAMUEL WALKER.

Sworn to before me and subscribed in my presence June 13, 1859.

CALEB S. PRATT,

Clerk of Probate Court, Douglas County, K. T.

George W. Hunt, being duly sworn, upon oath says: That, during the months of November and December, 1855, a large body of men were stationed in Leavenworth to protect the citizens from threatened invasion; that a large number of these men were quartered on the premises of Charles H. Thomes; that the affiant was then acting as commissary of the body of men then encamped in Lawrence, and that under the command of Charles Robinson and James H. Lane, then commanding said body, he, the affiant, ordered a large number of said body of men to be quartered upon the said Charles H. Thomes; that there were camped and quartered, as aforesaid, upon Charles H. Thomes about 50 men, for about three weeks; this number of men, and the length of time this affiant states as the aggregate of men and time; the number of men ranging from day to day and the time extending over a period of four weeks.

GEORGE W. HUNT.

George W. Hunt, being duly sworn, says that the matters and things set forth in the foregoing affidavit are true in substance and in fact. Sworn to before me and subscribed in my presence May 19, 1859.

CALEB S. PRATT.

Clerk of Probate Court, Douglas county, K. T.

Charles Robinson, being duly sworn, upon oath says: That by an arrangement of the citizens of Lawrence, and other persons assembled at Lawrence in the months of November and December, 1855, he was chairman of a committee to whom the people then assembled

gave charge of the defensive and protective operations of the people thus assembled; that Captain Charles H. Thomes, then living in Lawrence, was ordered by said committee to feed a portion of the force then collected, and that in consequence of said order said men were quartered upon the said Thomes without regard to the wish of said Thomes; the said Thomes at that time lived in a comfortable building and had means and property within the power of said committee; and said committee had the power to enforce all their orders, so that any resistance to an order which they deemed necessary to carry out the purpose for which it was formed would have led to force; Thomes had means of sustaining a portion of the men assembled, as aforesaid, and, being within the power of said committee, furnished food to the men as aforesaid under the imperative orders of the committee; that said Thomes was entitled to indemnity for the above, which would have been given to him if any funds for that purpose had been received; that he, the affiant, does not know that the said Thomes ever received any indemnity whatever for said victualling; this affiant states that the circumstances, at the time before named, that a body of men having assembled together in Lawrence, for the purpose of protecting the town from outside attacks, without having means of support, there being at that time no means in the hands of committees to sustain an organization of any kind, it was necessary to call upon and enforce all persons having the means to provide and furnish the same. The first necessity at this time being to provide for the sustenance of the men assembled, all other considerations were made tributary to this by the force thus assembled. The victuals obtained for the men were carefully husbanded, and were served out regularly and cooked by Captain Thomes and others under the orders of the committee for the purpose of preventing waste and loss.

C. ROBINSON.

Sworn to before me and subscribed in my presence this 11th day of June, 1859.

CALEB S. PRATT,
Clerk of Probate Court, Douglas County, K. T.

In the matter of the petition of Charles H. Thomes.

Petitioner claims for property taken and provisions furnished - - - - - \$717 75

The claim is deemed inadmissible. Rejected.

SAM'L A. KINGMAN.
 EDW'D HOOGLAND.

AUGUST 30, 1859.

No. 371.

To the board of commissioners for adjusting claims in accordance with an act of the legislative assembly, passed 1859 :

Your petitioner, Lewis Jenks, respectfully represents to your honorable board : That he has resided in the Territory of Kansas since the month of April, 1855 ; that during the month of May, in the year 1856, a large company of men, encamped at Coon Point, under the charge and command of General Stringfellow, committed depredations upon the citizens living in the vicinity of Coon Point, and destroyed and carried away their property, and took a number prisoners. This body of men marched into Lawrence on the 21st of May, 1856, and on the 22d day of May following the said body of men, or a portion of them, passed the house of this petitioner on the way from Lawrence and stopped at the house of your petitioner, broke into the window of the house, and took therefrom one rifle and shot-gun, (rifle and shot-gun combined,) of the value of \$40 ; \$20 in money ; two blankets, \$7 ; one buffalo robe, \$5. On the 19th day of May, 1856, in the evening of said day, a part of said body of men stopped at the house of your petitioner, and notwithstanding the protestations of your petitioner, took away one horse and one bridle and saddle, and one blanket, threatening that unless I got the horse for them they would kill me. I refused to get the horse for them, and they took the horse without my assistance and against my expressed refusal. I found the horse a few days afterwards at the house of G. W. Clark and recovered him, but was not able to recover the saddle, bridle, and blanket, of the value of \$10. The said body of men took and carried away from an old house near the dwelling of your petitioner 100 bushels of corn, of the value of \$100.

During the month of September a large number of men, mostly from Missouri, were encamped near Lecompton and at Coon Point, scouts from which camps were constantly scouring the country in the vicinity of said camps, and plundering the citizens. On the 4th of September, 1856, a party of said force took and carried away from the vicinity of the house of your petitioner a gray horse of the value of \$75, which he, the petitioner, was never able to recover, though using his best endeavors so to do ; said party also at the same time carried away a quantity of clothing, consisting in part of six blankets, four shirts, four drawers, six cotton shirts, two pair pants, one thin coat, woollen jacket, and other clothing, one buffalo robe and one rubber blanket, \$75. From the 1st to the middle of September, 1856, the said body of men carried away at several times 100 bushels and more of corn of the value of \$100, and a quantity of oats in the sheaf of the value of \$25 ; there were about forty sheaves of the oats. On the night of the 13th of September, 1856, a bay horse belonging to the petitioner, tied near the house of Captain Charles H. Thomes, was taken away by men belonging to an organization then existing in Lawrence as a military organization, as your petitioner believes, which horse was afterwards seen in the camp of the militia under

“Colonel Titus,” and which had been taken from a company of men who were taken prisoners at Hickory Point, on the next day (Sunday) following by United States troops; and your petitioner upon hearing that said horse was in the camp of Colonel Titus went after him, but was unable to obtain him, though making every endeavor in his power to do so. The value of said horse and loss to your petitioner was \$150. And your petitioner further states that he has never received any remuneration, in whole or in part, on account of said losses, and prays that he may be allowed for said losses, and as in duty bound will ever pray.

Schedule.

One rifle shot gun	\$40
Money	20
Saddle, bridle, and blanket	10
Two blankets	7
Buffalo robe	5
One gray horse	75
One bay horse	150
One hundred bushels corn	100
One hundred bushels corn	100
Oats in sheaf from field	25
Six blankets, four shirts, four drawers, six cotton shirts, two pair pants, one thin coat, woollen jacket, and other clothing, one buffalo robe and one rubber blanket	75
	607
	607

LEWIS JENKS.

Lewis Jenks, being duly sworn, says: That the matters and things set forth in the foregoing petition are true in substance and in fact.

LEWIS JENKS.

Sworn to before me and subscribed in my presence this 17th day of May, A. D. 1859.

CALEB S. PRATT,

Clerk Probate Court, Douglas County, K. T.

Charles H. Thomes, being duly sworn, says: That on or about the 6th day of September, 1856, he saw the gray horse of Lewis Jenks, which had been taken from the vicinity of Mr. Jenks's house, in the possession of a member of Captain Cline's company; said company was then encamped in Lawrence; that he the affiant requested the person then in possession of said horse to deliver him up for the owner,

Mr. Jenks ; but said person absolutely refused to deliver him up ; that this affiant applied to Captain J. B. Abbott and O. E. Learnard, who then had command of a portion of the forces then assembled at Lawrence ; that said Abbott and Learnard applied to Captain Cline for the said horse, but he, the said Cline, refused to deliver up the said horse to the said affiant, and the affiant of his certain knowledge, being a near neighbor of said Jenks, further says that the said Jenks has never regained possession of said horse.

CHARLES H. THOMES.

Sworn to before me and subscribed in my presence this 17th day of May, 1859.

CALEB S. PRATT,
Clerk Probate Court, Douglas County, K. T.

John H. Finman, being duly sworn upon oath, says: That he has been acquainted with Lewis Jenks since the spring of 1855 ; that said Jenks has resided in the Territory since that time ; that in the month of May, 1856, the said Jenks was the owner of a rifle and shot gun, (one barrel rifle and one for shot,) worth about \$30 ; one single-barrel pistol, worth \$5 ; saddle, bridle, and blanket, worth \$10 ; and that, during said month, this affiant was living with said Jenks at his house on his (Jenks's) claim ; that on or about the 19th of May, 1806, a body of men came to Jenks's house during the night, and demanded of the said Jenks his horse, saddle, and bridle and blanket, this affiant being in the house at the time, and heard the demand ; and, although the said Jenks refused to give up said saddle and bridle and blanket, the said men carried them away, the value of which was \$10. On the 22d of May, 1856, a part of the body of men, returning from an attack upon Lawrence, stopped at the house of the said Jenks, and carried away the said rifle and shot gun and pistol, and opened a pocket book. This affiant believes that the said men took from the said pocket book a sum of money ; his knowledge as to the money being taken out is derived from the fact that Mr. Jenks exclaimed at the time, "They have taken \$20 of my money ;" that said Jenks never recovered any of said property, nor received any compensation therefor from any source, as he verily believes.

JOHN H. FINMAN.

Sworn to before me and subscribed in my presence June 13, 1859.

CALEB S. PRATT,
Clerk of Probate Court, Douglas County, K. T.

Edward Thomes, being duly sworn upon oath, says: That in the month of May, 1856, he was personally acquainted with Lewis Jenks, who was then living on a claim about six miles from Lawrence ; that

during said month the body of men then encamped near and at Coon Point did, on or about the 22d day of May, 1856, take from the house of the said Lewis Jenks an amount of property, whereby the said Jenks totally lost the said property; that this deponent was, at the time aforesaid, in the habit of visiting the house of Mr. Jenks, at least twice per week, and was well acquainted with the contents of said house and the property of said Jenks; that the said house was entered by some persons and robbed of nearly everything in the house, nothing of any value being left; that he saw a large number of men, who were a part of the said body of men then encamped at Coon Point, at the house of Mr. Jenks, and he verily believes that the robbery was committed by said body of men; that the said Jenks was possessed of certain articles, which this affiant saw at the house of said Jenks a few days before said robbery, to wit: two blankets, of the value of about \$7; one buffalo robe, of the value of \$5 to \$6; a quantity of corn, the amount of which this affiant cannot state, and other articles which he cannot now recollect.

This affiant further states that when he next visited the house, on the Sunday following the robbery, the house appeared to have been ransacked, and everything was in confusion, and nothing of value was left in the house. The articles mentioned had been taken away, and also many other articles, which this affiant does not now remember.

This affiant further states that early in the month of September, 1856, Mr. Jenks was living at the house before named on his claim; that he was possessed of a gray horse of the value of \$75; a large bay horse of the value of \$150; a quantity of corn and oats—the corn in a crib near the house, and oats in the sheaf in the field—and “good clothing, and plenty of it.” Among the clothing and bedding he recollects a number of blankets, which made an excellent bed, a buffalo robe, a rubber blanket, and shirts, drawers, pants, coats—most of them nearly new. At this time he (the affiant) was in the habit of going to the house of the said Jenks at least once per week, and was well acquainted with the contents of said house, and he believes the value of the said blankets, buffalo robe, rubber blanket, and clothing, was, at least, \$75; that on or about the 4th day of September, 1856, the said gray horse was running on the prairie, near the house of said Jenks, where he had been running for the previous four months; that on the afternoon of the day that a company of men, under James H. Lane, marched to Lecompton, viz: on or about the 4th of September, 1856, the said horse was taken, and the said Jenks never obtained said horse, as your affiant has good reason to believe, and does believe; that on Saturday night, on or about the 14th of September, 1856, the large bay horse of Mr. Jenks, before named, was staked out about fifteen to twenty rods from the house of Charles H. Thomes, on the California road; that during the night aforesaid the said horse was taken away, and the said Jenks never recovered the said horse, as the affiant has reason to believe, and does verily believe; and the affiant believes that said horse was taken by a part of a body of men then organized in Lawrence, said men having been seen in and around the vicinity of the house of Charles H. Thomes, where the

horse was tied, and a part of whom eat supper at the house of Captain H. Thomes.

This affiant further states that the said Jenks had a lot of corn and oats near his house taken away by the body of men then camped near Coon Point, in the month of September, 1856, and that the house was entered and robbed of the blankets, buffalo robe, rubber blankets, and clothing aforesaid, as your affiant saw on a visit to said house made in a day or two after the 4th of September, 1856, at which time the affiant saw a body of men at the house of the said Jenks, the distance from the house to the position which he occupied at the time of the robbery being about one mile. The affiant states that he has been intimately acquainted with the said Jenks since the month of March, 1855, and has been in the constant habit of visiting Mr. Jenks's house since that time.

EDWARD THOMES.

Sworn to before me and subscribed in my presence this 30th day of May, 1859.

CALEB S. PRATT.

George S. Lapham, being duly sworn, says: That he is acquainted with Lewis Jenks, and has been acquainted with him since the fall of 1855; that in the month of May, 1856, he was residing half a mile from the house of Mr. Jenks; that during said month the said Jenks had about 200 bushels of corn in a crib near his, Jenks's, house; that during said month a large number of men were camped at Coon Point, parties of whom ravaged the county around about, and the said Jenks was at Lawrence during most of said month; parties of said men visited the house and the crib at different times during said month, and at the several times carried away corn from Mr. Jenks's crib; and although this affiant cannot state the exact number of bushels of corn taken away, he believes that said men carried away from said crib 100 bushels of corn; corn was selling in the vicinity at one dollar per bushel at the time aforesaid. This affiant further states, that in the month of September, 1856, the country in the immediate vicinity of Mr. Jenks's house was infested by bands of armed men, who were camped at Coon Point, and in the vicinity of Lecompton. On or about the 4th of September, 1856, this affiant saw a small body of men go up to the house of Mr. Jenks and carry away goods from the house; Mr. Jenks had a quantity of good clothing in his house at the time, as this affiant saw within a day or two previous in the house; the clothing consisting of drawers, shirts, pants, coats, &c., the number of which he cannot state; the affiant visited the house of Mr. Jenks two days after said robbery, and everything of value had been carried away from the house during said month of September. Mr. Jenks had from 200 to 300 bushels of corn in a crib near his house, and six to seven acres of very nice oats; the said parties of men at sundry times during said month carried away over 100 bushels of the said corn, and carried away and destroyed the entire crop of oats; corn

was selling at that time in the vicinity of Jenks's for one dollar per bushel; and the affiant, who is a farmer, believes that the said crop of oats was worth over \$50.

GEORGE S. LAPHAM.

Sworn to before me and subscribed in my presence June 13, 1859.

CALEB S. PRATT,

Clerk Probate Court, Douglas County, K. T.

In the matter of the petition of Lewis Jenks.

The petitioner claims in this case, for the loss of property and money, \$607.

The proof is sufficient to justify the board in awarding the sum of.....	\$530 00
Add interest on same, 2½ years, at 6 per cent.....	79 40
Total award.....	609 40

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 24, 1859.

No. 372.

PETITION.

To the honorable board of commissioners for the auditing and certifying of claims, appointed under an act of the territorial legislature entitled "An act to provide for the adjustment and payment of claims."

Your petitioner, Charles W. Smith, respectfully represents: That he had property taken or destroyed during the disorder that prevailed in this Territory from November 1, 1855, to December 1, 1856; and that he is a citizen of Kansas Territory, and has been a citizen of said Territory since the 15th of September, 1854, and was a citizen of said Territory at the time of the troubles in 1855 and 1856; and at the time of the troubles as aforesaid he sustained certain damages and loss, to wit:

Your petitioner represents that on or about the 4th day of September, A. D. 1856, in the township of Lecompton, county of Douglas, his bedding, clothing, provisions, books, tools, and household things, together with a large variety of house trimmings, and also a large part of his crops, were taken, injured, or destroyed, to the value or amount of two hundred and five dollars.

And your petitioner further represents that on the 4th day of September, 1856, his house was entered by a large company of men, to the number of thirty or more; that said men were a party calling themselves the territorial militia, and that said men were under the command of General Stringfellow and General Richardson.

Your petitioner represents that the schedule hereunto annexed and made a part of this petition gives a true and accurate list of the property taken or destroyed during the disorder as aforesaid.

And your petitioner represents that he has never been reimbursed, either in whole or in part, for the loss and damage sustained as aforesaid. And he therefore prays that your honorable board will audit and certify his claim for the losses as sustained.

Schedule of losses.

4 acres unharvested corn, damaged to the amount of.....	\$42
$\frac{1}{2}$ to 3 acres unharvested potatoes, carried off.....	15
Nearly $\frac{1}{4}$ acre vegetables, carried off and damaged.....	12
Melons, carried off and damaged.....	6
1 window sash and frame.....	4
3 quilts.....	12
3 shawls.....	15
2 shirts, towels and stockings.....	8
1 pair of rubbers and shoes.....	2
2 sacks of flour and 1 sack meal.....	10
Butter, sugar, and sweetmeats.....	8
10 books.....	15
7 daguerreotypes.....	10
2 fancy trunks, and damage to furniture.....	10
Of carpenter tools—4 gouges, 3 bits, 1 augur, 1 try-square, 1 pair of bead planes, 1 keyhole saw, 1 foot adze, 4 chisels, 1 plane, screwdrivers, and numerous other tools.....	25
Of house trimmings there were taken butts and screws, brads, nails, locks, wrought hinges, latches, and other things to the value of.....	13
Total amount of damage and loss to said Charles W. Smith.....	205

All of which your petitioner humbly offers, hoping that your honorable board will audit and allow as his right and due in the matter of the loss as sustained.

CHARLES W. SMITH.

C. W. Smith, being duly sworn, says the matters and things set forth in the foregoing petition are true and correct.

Sworn to before me and subscribed in my presence June 1, 1859.

CALEB S. PRATT,

Clerk Probate Court, Douglas County, K. T.

Maria Hager, being duly sworn, deposes and says: That she is a resident of Kansas Territory, and has been a resident of said Territory since the month of April, 1855; that she has been acquainted with Mr. C. W. Smith since that time, having lived on the adjoining claim to Mr. Smith, and one-half a mile from Mr. Smith's house, since the said month of April, 1855, and has visited the house of Mr. Smith once a week, and sometimes oftener; that in the month of September, 1856, and about that time, she was at the house of Mr. Smith about half of the time, visiting Mr. Smith's house two or three times in the day. The men in the vicinity, including Mr. Smith and the husband of this affiant, were all away from home most of the time, on account of the troubles which then prevailed. That on or about the first Thursday in September, 1866, she saw about thirty men, most of them armed, enter the house of Mr. Smith through a window, staying in the window, and saw the men leaving the house with articles in their hands and arms; some on foot, passing the articles to those on horseback; that she was in the house of Mr. Smith on the morning of the robbery, and also immediately after the robbery, on the same day; that at the time of the robbery Mr. Smith had in the house a tool-chest, nearly filled with carpenter's tools; two nice trunks; six or seven daguerreotypes, in cases; ten or twelve large books, nicely bound in gilt; a quantity of preserves, worth \$5; butter and sugar, worth \$4 or \$5; two sacks of flour, one sack full, containing 100 pounds, and one sack containing about 30 to 40 pounds, worth \$5 per 100 weight; and one sack of meal, containing about one and a half bushels; one pair of rubbers and one pair of shoes, worth at least \$1; several shirts, towels and stockings; the shirts worth \$4. Three shawls; two Bay State shawls and one palm-leaf shawl, worth \$15 or more; three quilts, one worth \$5, and the other two worth \$4 each. All of which this affiant states, from her own personal knowledge, were taken and carried away at the time, and by the said body of about thirty men aforesaid. The window-sash and frame of the window, through which the men entered the house, was broken up and destroyed, and the loss thereby was about \$4. That the said Charles W. Smith had at that time a crop of corn, potatoes, vegetables, melons, &c., which was carried away and destroyed.

MARIA HAGER.

Sworn to before me and subscribed in my presence this first day of June, 1859.

CALEB S. PRATT,
Clerk Probate Court, D. C., K. T.

Francis A. Bailey, being duly sworn, deposes and says: That he is well acquainted with Charles W. Smith; that Charles W. Smith has resided in the Territory of Kansas since the fall of 1854; that he is a practical carpenter; that on and about the 1st of September, 1856, he, the affiant, lived half a mile from Mr. Smith, on a claim, and occasionally eat at Mr. Smith's house; that Mr. Smith was at that time

the owner of, and had in his house, a lot of carpenter's tools, in a chest—a set, of the value of \$75, and a lot of furnishing house trimmings, butts and screws, locks, latches and nails, sufficient to trim a small house, which he judges were worth from \$12 to \$15. That he was at the house of Mr. Smith the day after the robbery of his (Mr. Smith's) house and field, on or about the 4th of September, 1856, and saw that the chest had been robbed of a number of the tools and the house trimmings aforementioned; that the field near the house contained about eight acres, fenced, at least one-half of which was in corn; a patch of potatoes, garden vegetables and melons, worth at least \$100, which was all destroyed and carried away, with the exception of a small quantity of potatoes, which were left in the ground. That the property thus destroyed and carried away was worth at least \$75.

F. A. BAILEY.

Sworn to before me and subscribed in my presence June 1, 1859.

CALEB S. PRATT,

Clerk Probate Court, D. C., K. T.

LAWRENCE, *May 16, 1859.*

Nathan Hackett, being duly sworn upon oath, deposes and says: That he has resided in the Territory of Kansas since the month of April, 1855; that he has been intimately acquainted with Mr. Charles W. Smith during that time and previous to that time; that the said Charles W. Smith was, on or about the first of September, 1856, the owner of the articles named in the schedule of the said Charles W. Smith, viz:

A crop of corn, potatoes, &c., valued at	-	-	-	\$75 00
Bedding and provisions	-	-	-	30 00
Clothing	-	-	-	25 00
Books	-	-	-	15 00
Daguerreotypes	-	-	-	10 00
Furniture	-	-	-	10 00
Carpenter's tools	-	-	-	23 00
House trimmings	-	-	-	17 00
				<u>205 00</u>

This affiant further states, that he was in the habit of visiting the house of Mr. Smith about the time named above—in the fall of 1856—nearly every day, and was thoroughly acquainted with the contents of said house; that he was in the house of Mr. Smith on the Sunday immediately previous to the 4th of September, 1856, and that the articles enumerated above were then in the house, with the exception of the corn and potatoes, which were in the field near the house at that time. I did not visit the house from the Sunday named until the 5th or 6th day of September, which was the next Friday or Saturday fol-

lowing; at which time I saw that the house had been pillaged and ransacked throughout, and that the field had been trampled upon, and a large quantity of corn, potatoes, cabbages and other vegetables, destroyed and carried away. I knew the contents of the field named as well as if it had been my own, and I believe that the loss to Mr. Smith on account of the damages to said field to be at least seventy-five dollars. The other articles named were not then in the house, on the Friday or Saturday named. Nearly everything in the house had been carried away or thrown about in confusion. This affiant and Mr. Smith, the petitioner, and other persons living in the vicinity of Mr. Smith's house, were at the time of the said robbery away from their homes, having been driven away through fear of a large body of men, numbering from 500 to 700, encamped within a mile of their houses, who threatened violence to the inhabitants living thereabouts. Although this affiant did not witness the robbery, he believes that said robbery was committed by said armed force while Mr. Smith was away from his home, through fear of losing his life by the hands of said force.

NATHAN HACKETT.

Nathan Hackett, being duly sworn, says that the above statement is true and correct.

Sworn to before me and subscribed in my presence this 16th day of May, 1859.

CALEB S. PRATT,

Clerk Probate Court, Douglas County, Kansas Territory.

In the matter of the petition of Charles W. Smith.

The petitioner claims in this case for property lost	-	\$205 00
		<u> </u>
The proof as to the loss of the property is full, and on the proven values the board award the sum of	-	185 00
Add interest, two and a half years, at 6 per cent	-	27 75
		<u> </u>
Total award	-	212 75
		<u> </u>

SAMUEL A. KINGMAN.

HENRY J. ADAMS.

EDWARD HOOGLAND.

JUNE 24, 1859.

No. 373.

To the honorable board of commissioners to audit claims for losses in the Territory of Kansas, under an act of the legislative assembly passed February, 1859.

Your petitioner, William Jones, respectfully represents: That he is a resident of Kansas Territory, and has been a resident of said Ter-

ritory since the month of March, 1856; that in the month of May, 1856, he was the owner of a black mare, six years old, with colt, in good order for work, for which he was offered during said month \$85 in cash; that on the 20th day of May, 1856, a large body of men were encamped on the hill near Lawrence, which said body of men on the 21st day of May following entered the town of Lawrence, and committed depredations upon the property of the citizens of said place; that on the night of the 20th of May, your petitioner hitched the said mare to a wagon near the house of the petitioner in the west side of the town; the said mare was securely fastened to said wagon; during the night of the 20th of May the said mare was stolen and carried away from the place where she had been hitched, as your petitioner believes, and has good reason to believe, by a portion of said body of men; that said mare was hitched within five rods of his house, and securely fastened for the purpose of preventing her from being stolen; this being the most secure method in the power of your petitioner to prevent said stealing; that, although he used the most diligent means in his power for some time afterwards, he was never able to recover her, and that in consequence of said robbery he suffered damage and loss in the value of said mare, viz: \$85. And your petitioner further states that he has never received any compensation for said loss, either in whole or in part, from any source whatever, and never before asked for any compensation.

And your petitioner prays that he may be allowed the said amount and the interest thereon, as in said act provided.

WILLIAM JONES.

William Jones, being duly sworn, says: That the matters and things set forth in the foregoing petition are true and correct.

WILLIAM JONES.

Sworn to before me and subscribed in my presence this 11th day of June, 1859.

CALEB S. PRATT,

Clerk of the Probate Court, Douglas County, K. T.

James Jones, being duly sworn, says: That he is acquainted with William Jones, the petitioner, and has been acquainted with him for the past ten years; that on and about the 20th day of May, 1856, he was residing with the said William Jones, in the town of Lawrence, Kansas Territory; that at that time William Jones was the owner of a black mare, of the value of about \$85, with colt; that on the night of the 20th of May aforesaid the said mare was tied close to the house of said William Jones, and fastened securely with a large rope, William Jones being fearful that she would be stolen; that during the night of the 20th of May the said mare was stolen. At that time a large body of men were encamped near the town of Lawrence with the avowed purpose of attacking the town, and this affiant believes that said mare was taken by a portion of said body of men. This affiant

searched diligently for said mare for several days following said robbery, but did not find her, and the said Jones never recovered said mare to his knowledge, and that he does not know that the said Jones ever received any compensation for the loss of said mare.

JAMES ^{his} × JONES.
mark.

Sworn to before me and subscribed in my presence this 11th day of June, 1859.

CALEB S. PRATT,
Clerk of Probate Court, Douglas County, K. T.

M. Solomon, being duly sworn says: He is acquainted with William Jones, and has been acquainted with him since the month of February, 1856; that said Jones has been a resident of Kansas Territory since that time; that in the month of May, the said Jones owned a black mare of the value of \$85; that on the 20th of May said Jones had possession of said mare. On and about the 21st of May, 1856, Mr. Jones was employed in the same store with affiant; on the day following the 20th of May, 1856, Mr. Jones was away from the store, looking for said mare, and on several days following; on one of these days the affiant went out with Mr. Jones to search for said mare, but did not find her; and this affiant further says that the said Jones never recovered said mare to his knowledge, nor any compensation therefor.

M. SOLOMON.

Sworn to and subscribed before me, June 13, 1859.

CALEB PRATT,
Clerk Probate Court, Douglas County, K. T.

In the matter of the petition of William Jones.

The petitioner claims in this case for loss of mare.....	\$85 00
The claim is proven and allowed.	
Add interest, 2½ years, at 6 per cent	12 75
Total award	<u>97 75</u>

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 23, 1859.

No. 374.

To the commissioners appointed to audit and certify claims under the act of the legislature of February, 1859:

The petitioner, Samuel Fry, respectfully represents to the honorable commissioners that he is a citizen of Kansas, and has been since December 28, 1854; that during the troubles of 1855, and 1856, he sustained the following losses:

That in the months of November, 1855, and May, 1856, a party of armed pro-slavery men assembled at Franklin, Douglas county, took from the possession of your petitioner two horses, and a hack and harness worth four hundred dollars, (\$400.) That on the 21st day of May, 1856, the band of armed men which sacked Lawrence invaded the premises of your petitioner and took and carried away from his possession three horses, worth three hundred and seventy-five dollars, (\$375,) and also stole other property, and did other damage, the particulars of which are set forth in the petition of this petitioner to H. J. Strickler, esq., to which the commissioners are referred for further information and proof. That from May, 1855, to the fall of 1857, your petitioner kept a bakery and provision store at Lawrence, and that at various times during the troubles at Lawrence, from November 1, 1855, to December 1, 1856, the armed parties camped at that place and blockaded therein, came to his store and demanded food, and threatened to take possession of the petitioner's establishment and provisions if he did not submit to their demands; that, being in fear of the entire loss of his property, and overawed by the intimations and threats of these parties, he was forced to permit them to take such provisions as they desired; and that at different times they did take provisions of various kinds, amounting in value to five hundred dollars, (\$500.) And your petitioner further represents that he has never recovered any of the above-mentioned property, nor has he ever received any compensation or consideration for said property so taken, nor for any part thereof.

Wherefore your petitioner prays that he be awarded the sum of twelve hundred and seventy-five dollars, in addition to the sum proved in claim presented to H. J. Strickler, esq.

SAMUEL FRY.

Sworn to and subscribed before me this 14th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

To the Hon. H. J. Strickler, commissioner for auditing of claims under the provisions of an act to provide for the auditing of claims, and the act supplemental thereto, passed and approved February 23, 1857:

Your petitioner, Samuel Fry, of Douglas county, Kansas Territory, shows: That your petitioner, as hereinafter stated, was engaged as a

merchant in said county; that on the 21st day of May, A. D., 1856, your petitioner, then living in said county; that on the day and year aforementioned there was taken from the possession of your petitioner, by some men who were said to belong to the territorial militia, whose names are entirely unknown to your petitioner, the following, which is fully set forth in a schedule hereto annexed, and valued at one hundred and fifty dollars; and your petitioner further states that he has not received any pay from any person or persons for the same. Your petitioner therefore prays that he may receive the sum of one hundred and fifty dollars for the loss which he has sustained, as is set forth in the foregoing petition, and that the same may be paid therefor pursuant to the statutes made and provided in such cases, and for such further relief as your petitioner is entitled to in the premises.

SAMUEL FRY. [L. s.]

Subscribed and sworn to before me on this 17th day of November, at Lawrence.

D. H. WEIR,
Notary Public.

Schedule of property and goods destroyed, as referred to in the foregoing petition.

Goods and miscellaneous articles to the amount of..... \$150 00

TERRITORY OF KANSAS, *Douglas County:*

George W. Hunt and Oliver Paul, being duly sworn upon their oaths say: That they have heard the foregoing petition read and know the contents therein contained, and the facts stated are true according to these affiants knowledge and belief; and these affiants further say that on or about the 21st day of May, A. D., 1856, the above named petitioner sustained the above loss of goods in the manner in said petition described, in the sum of one hundred and fifty dollars, the said property and goods being the same as is specified in the above petition and schedule herein contained; and further these affiants saith not.

GEORGE W. HUNT. [L. s.]
OLIVER PAUL. [L. s.]

TERRITORY OF KANSAS, *Douglas County:*

Before me, David H. Weir, a notary public, in and for said county, being duly commissioned and sworn, personally appeared George W. Hunt and Oliver Paul, and after being duly sworn say that the facts set forth in the foregoing affidavit are true as they believe.

D. H. WEIR,
Notary Public.

In the matter of the petition of Samuel Fry.

Charles Freeman, being duly sworn, says: I reside in Lawrence, Douglas county, Kansas Territory. I have resided in Kansas Territory ever since the month of May, 1855. In the month of November, 1855, I was living on the Kansas City and Lawrence road, and was keeping what was known as Fish's hotel. I was well acquainted with Samuel Fry at that time; he was teaming, and always stopped at my house when passing, often staying over night. Some time during the month of November, 1855, Aaron Perry stopped at my house, took supper, and had his horses fed; he was driving a team (hack and span of horses) which I supposed belonged to the petitioner; he was on his way from Kansas City to Lawrence. I advised him to stay over night, telling him that he would be unable to get to Lawrence on account of the numerous companies of armed men which were encamped along the road, because they stopped every team that passed, frequently robbing them; Aaron Perry had two boxes on the hack. On the next morning a small party of men, eight or ten, came to my house to breakfast, and told me that they captured a damned Yankee, with a load of arms, in Franklin last night. I asked them what kind of a team he had; they said a hack and span of bay horses; and I knew immediately from the description that it was Aaron Perry and Samuel Fry's team. They said that the boys in Franklin were going to hang the Yankee that morning. I knew the team very well, and I had offered \$300 in gold for the bare horses; the hack and harness were worth at least \$175. I think when the crowd of armed men went back towards Missouri that I saw petitioner's horses; it was about two or three weeks after they were taken. I don't think that petitioner ever recovered either of his horses. I suppose that the horses belonged to the petitioner because he almost always drove them, and claimed and called them his.

CHARLES FREEMAN.

Sworn to before me and subscribed in my presence this 17th day of
[L. S.] June, 1859.

OWEN A. BASSETT,
Notary Public.

In the matter of the petition of Samuel Fry.

Aaron Perry, being first duly sworn, says: I reside in Lawrence, Douglas county, Kansas Territory, and have resided in this Territory ever since the month of April, 1855. In the month of November, I think, 1855, I was returning from Kansas City to Lawrence, driving a hack and span of horses, belonging to the petitioner, loaded with two boxes, one containing guns and the other sabres. While I was passing through the town of Franklin I was stopped by a body of armed men they pulled me out of the hack by my coat collar and presented

two pistols at me, and took me into a house, I think Crane's store, searched me, picked my pockets, and called for a rope to hang me. (They put off the hanging, after some parley, until the next morning at 8 o'clock.) It was between 9 and 10 o'clock at night that they stopped me; they locked me up and five men guarded me all night. The next day I saw the horses, hack, and harness; I saw them in and about Crane's stable; I tried to get them; they released me in the morning about 9 o'clock; they threatened to kill me if I touched them; then I left Franklin and came to Lawrence. Petitioner never afterwards obtained possession of either hack, horses, or harness, to my knowledge, neither has he been in whole or in part remunerated for their loss. I have been intimately acquainted with petitioner ever since we married sisters.

A few days after the horses and hack and harness were taken, I think I saw them driven along the California road towards Lecompton. The hack, horses, and harness were worth at least \$400; it was a good spring, covered hack, three seats, and was worth \$150; the horses were very good, bay color, and worth, one, \$100, and the other \$125; the harness was worth \$30. It would have been unsafe for petitioner to go to Franklin for his team; it was just before the first siege of Lawrence by Shannon's posse.

On the 21st of May, 1856, when Lawrence was sacked, petitioner lost three horses. I do not know who took them; I know they were taken away and I never saw them afterwards; they were worth at least \$300. One was a gray mare worth about \$100; one other was a bay mare worth about \$125; the last was a bay horse worth about \$125. I do not think petitioner has been remunerated, either in whole or in part, for the last mentioned horses, and I do not think he ever recovered all or either of them. Petitioner was in the baking and grocery business at that time, selling provisions, &c.

On the day that Lawrence was sacked, May 21, 1856, I was in petitioner's bakery, and I saw a good many persons come in and help themselves to every thing they could get hold of. Petitioner kept hams, cheese, crackers, pies, cakes, bread, sardines, oysters, pickles, and various other articles, such as are usually found in bakeries and provision stores, but kept no liquors of any kind. I have no idea what the value of the articles was they took, but know that they stripped the shelves almost entirely clean. The room was about 18 by 36 feet square, and shelved on two sides; before they came in the shelves were well filled. Petitioner was in the room a portion of the time, and they pointed their pistols at him and he did not dare make any resistance.

I don't think petitioner ever received any remuneration, either in whole or in part, for the loss of provisions taken from him that day, neither did he recover any of the articles taken.

his
AARON X PERRY.
mark.

Subscribed in my presence and sworn to before me this 17th day of June, 1859.

OWEN A. BASSETT,
Notary Public.

In the matter of the petition of Samuel Fry.

Petitioner claims for—

1. Goods, miscellaneous articles, to the amount of - -	\$150 00
Presented to Strickler and allowed by him.	
2. Two horses, hack and harness, captured at Franklin -	400 00
3. Three horses stolen - - - - -	375 00
4. Goods, provisions, and property taken from store in Lawrence, being one-half the amount claimed by Freeman & Fry - - - - -	500 00
	<hr/>
	1,425 00
	<hr/> <hr/>
1. The evidence is too general and the claim too indefinite to warrant any allowance on the Strickler award.	
2. The probability is that the horses and hack belonged to somebody else or were recovered, or they would have been claimed for before Strickler.	
3. The three horses are not satisfactorily explained.	
4. Upon the proof furnished in Charles Freeman's case (No. 2) the board award - - - - -	500 00
Add interest, 2½ years, at 6 per cent. - - - - -	75 00
	<hr/>
Total award - - - - -	575 00
	<hr/> <hr/>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JULY 1, 1859.

No. 375.

TERRITORY OF KANSAS, *Leavenworth County, ss :*

To the honorable the commissioners, Edward Hoogland, Henry J. Adams, and — Kingman, appointed to audit and certify all claims for the loss of property taken or destroyed, and damages resulting therefrom during the disorder which prevailed from November 1, A. D. 1855, to December 1, A. D. 1856, according to an act entitled "An act to provide for the adjusting and payment of claims," approved February 7, 1859.

Your petitioner, Jared Phillips, as administrator of the estate of William Phillips, deceased, would respectfully submit the following: That said William Phillips, in his lifetime, in the fall of A. D. 1856 and in the month of September, lived in the city of Leavenworth and was the owner and proprietor of buildings on lots number thirty and thirty-one (30 and 31) in block number twenty-two (22) in the city of Leavenworth, Kansas Territory; and that said buildings were occu-

pied then and there by A. C. Wetherill & Bros. and said William Phillips, and joined the grocery store occupied by George Wetherill.

And this petitioner further states, as such administrator, that said buildings of William Phillips, deceased, were burned and entirely consumed by fire on the night of the first of September, A. D. 1856, during the disorder as above and at about the height of said disorder, and that this petitioner has good reason to believe, and does believe, that said loss of said buildings was consequent upon the disorder in Kansas Territory during said fall of A. D. 1856; and further states that said buildings were worth a large sum, to wit: the sum of five hundred dollars, (\$500;) and states that he now is a citizen of Kansas Territory. And this petitioner would further state that a horse belonging to William Phillips, deceased, was taken soon after and was never recovered; and this petitioner has good reason to believe, and does believe, that the loss of said horse was consequent upon the disorder in Kansas Territory in the fall of A. D. 1856, and that said horse was worth the sum of one hundred and twenty-five dollars, (\$125.) And this petitioner would further state, on the first day of September, A. D. 1856, four Colt's revolvers, one shot gun, and one rifle were taken from the house of said William Phillips, deceased, by armed men and by force, and were never reclaimed or recovered; and that they were taken in consequence of the disorder in Kansas Territory in the fall of 1856, and that said fire-arms were worth a large sum, to wit: one hundred and thirty dollars, (\$130.) And this petitioner would ask that said amount may be allowed by this honorable body to him as such administrator as aforesaid, the whole amount being \$755, and this petitioner will ever pray.

JARED PHILLIPS.

Subscribed in my presence and sworn to before me this 30th of
[L. s.] March, A. D. 1859. Witness my hand and seal officially.

JOS. KELLOGG,
Notary Public.

COUNTY OF LEAVENWORTH, *ss* :

*The Territory of Kansas to all persons to whom these presents shall come,
greeting:*

Know ye, that whereas William Phillips, late of the county of Leavenworth, died intestate, as it is said, having, at the time of his death, property in this Territory, which may be lost, destroyed, or diminished in value, if speedy care be not taken of the same; to the end, therefore, that said property may be collected, preserved, and disposed of according to law, we do hereby appoint Jared Phillips administrator of all and singular the goods and chattels, rights and credits which were of the said William Phillips at the time of his death, with full power and authority to secure and dispose of said property according to law, and collect all moneys due said deceased,

and in general to do and perform all other acts and things which are or hereafter may be required of him by law.

In testimony whereof, I, John A. Haldeman, judge of the probate court in and for the county of Leavenworth, have hereunto [L. s.] signed my name and affixed my private seal by authority of law, at my office, on this 23d day of September, A. D. 1856.

JOHN A. HALDEMAN, *Judge.*

TERRITORY OF KANSAS, *Leavenworth County, ss :*

I, H. C. Fields, clerk of the probate court in and for the county and Territory aforesaid, do hereby certify the foregoing to be a true copy of the original letter of administration issued to Jared Phillips upon the estate of William Phillips, deceased, now on record in my office.

Witness my hand and the seal of said court this 17th day of June, A. D. 1859.

[L. s.]

H. C. FIELDS, *Clerk.*

By THOS. P. O'MEARA, *D. C.*

In the matter of the petition of Jared Phillips, administrator of William Phillips, deceased.

LEAVENWORTH COUNTY, *ss :*

George Wetherill, being duly sworn, says: He was acquainted with William Phillips in his lifetime. He resided in the city of Leavenworth in the summer of 1856, and up to the time of his murder, on the 1st day of September, 1856. He was killed in Leavenworth on that day; and in the night of the same day his office building, situated on Delaware street, in said city, was burned. The building was adjoining my store, which was burned at the same time. The city at the time was completely in the hands of the armed mob who were destroying life and property. The building covered the front of two lots, being 48 feet on Delaware street; consisted of three rooms, including the office, one story high. The building, I believe, to have been worth between \$400 and \$500; it was entirely destroyed. I do not certainly know who set fire to the buildings, but it was undoubtedly done by some of those men who were then in possession of the city.

GEO. WETHERILL.

Sworn to before me June 17, 1859.

SAM'L A. KINGMAN, *Commissioner.*

Conrad Weary, being duly sworn, says: That he was acquainted with William Phillips in his lifetime. He resided in the city of

Leavenworth in the year 1856, and continued such residence up to 1st September of that year, on which day he was murdered in this city. I was on that day in the city; was a clerk in the store of Mr. Martin, on Delaware street, a few doors from the store of G. W. Wetherill and the office building of the deceased William Phillips. During the day of the 1st of September, 1856, I saw an armed band of men, under the command of Colonel Clarkson, break in the window of Wetherill's store. I believe it was Clarkson himself who smashed in the window with a gun. The store was entered by some of the party under the pretence of searching for arms and ammunition. During the night of that day the store of Mr. Wetherill and the office of William Phillips was set on fire by some person unknown to affiant, and entirely destroyed. I assisted, myself, in attempting to save them and prevent the fire from communicating to other buildings. Mr. Phillips's building was worth about \$400. I expect it cost more than that sum when built. My conviction is that the goods were carried off by the mob of thieves then having the city in charge from the store of Mr. Wetherill, and the buildings fired by them to cover up their villainy. No person was about the buildings—Mr. Phillips having been murdered during the day, and Mr. Wetherill being compelled to leave the city in order to save his life. The building of William Phillips was not entirely burned, as portions of it was torn down in order to save other buildings and extinguish the fire.

CONRAD WEARY.

Sworn to before me June 17, 1859.

EDWARD HOOGLAND,
Commissioner.

LEAVENWORTH COUNTY, ss:

Albert Phillips, being duly sworn, saith: I reside in Leavenworth City, and have resided here ever since July, 1856. William Phillips, deceased, was my uncle. I knew the building known as Phillips's office, situate next door to Wetherill's store, as mentioned by above witnesses, and know that it was destroyed by fire and violence on the night of September 1, 1856. I was then a prisoner in the hands of Frederick Emory and other pro-slavery men, in the house of George H. Keller, opposite the dwelling of my said uncle, who had been on that day killed by men under said Emory's command, and from my said place of imprisonment saw the light of the fire of Wetherill's store, as aforesaid. Understood that Phillips's law office took fire from Wetherill's store, which had been purposely set on fire that night by the pro-slavery men, and that Phillips's office was partly destroyed by fire and partly torn down, to save Luce's buildings, adjoining. From my knowledge of said office, its size and manner of construction, (said office consisted of two buildings adjoining and connected with a third, but the two were wholly destroyed, as I discovered several days after, when released from my imprisonment,) think the said double office was worth from \$300 to \$400. A few days be-

fore William Phillips's death a brown mare, which he was keeping at Emory's livery stable in Leavenworth, was "pressed" or stolen therefrom. Said mare was the property of said William Phillips, and was worth \$150; she was never recovered, nor any compensation obtained therefor. I was in said William Phillips's house when the attack was made thereon on 1st September, 1856, and when said William Phillips was killed therein. The attacking party, consisting of about thirty-five armed men, who took away from the house certain property of said William Phillips, viz: four pistols, worth \$65, all Colt's revolvers; one rifle, worth \$10; one shot gun, worth \$10.

ALBERT PHILLIPS.

Sworn to before me June 17, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Jared Phillips, administrator of William Phillips, deceased.

The petitioner, in his representative character, claims for

one building burned	-	-	-	-	-	\$500 00
Horse stolen	-	-	-	-	-	125 00
Fire-arms stolen	-	-	-	-	-	130 00
						<u>755 00</u>

The proof is full as to the loss of property, and their values fixed as follows:

Building	-	-	-	-	-	\$400 00
Horse	-	-	-	-	-	125 00
Fire-arms	-	-	-	-	-	85 00
						<u>610 00</u>
Interest, two and a half years, at 6 per cent.	-	-	-	-	-	91 50
Total award	-	-	-	-	-	<u>701 50</u>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 30, 1859.

No. 376.

WHITE CLOUD, *March 4, 1859.*

DEAR SIR: In compliance with rule 14, as published by the commissioners of claims, the said commissioners are hereby informed that

W. W. Moore, resident of White Cloud, Doniphan county, will present his claim, under the act passed by the last territorial legislature of Kansas, providing for the "adjustment and payment of claims." The amount of said claim is eight thousand two hundred and seventeen dollars, (\$8,217.) Enclosed you will find items of claim, marked A, also names and residences of witnesses, marked B.

Please inform me whether the testimony to be forwarded with petition must be in regular deposition form, or simply affidavits.

Most respectfully, yours,

V. D. MARKHAM,
Attorney for W. W. Moore.

A.

1 pair horses and harness	-	-	-	-	-	\$400
1 wagon	-	-	-	-	-	125
1 mule	-	-	-	-	-	175
2 saddles and bridles	-	-	-	-	-	15
150 chickens	-	-	-	-	-	75
8 sacks flour	-	-	-	-	-	80
Shot	-	-	-	-	-	40
2 pistols, large and small	-	-	-	-	-	30
1 keg powder	-	-	-	-	-	8
Wearing apparel	-	-	-	-	-	100
Buffalo robes, blankets, and quilts	-	-	-	-	-	35
100 pounds bacon	-	-	-	-	-	15
1 log-chain	-	-	-	-	-	2
1 axe	-	-	-	-	-	2
Oats and hay	-	-	-	-	-	115
Money in cash, (specie)	-	-	-	-	-	4,000
Farm and crop	-	-	-	-	-	3,000
						<hr/>
						8,217
						<hr/>

B.

Names of witnesses and residences.

Boss Henrick, Nemaha county.
 Spencer Bentley, Nemaha county.
 F. M. Strange, Nemaha county.
 Wm. McBride, Brown county.
 Zephania Crocker, Brown county.
 Wm. Van Cuyen, Brown county.
 Henry Abrams, Doniphan county.
 Green B. Flag, Nemaha county.
 _____ Slemmons, Doniphan county.

To the commissioners on claims :

Your petitioner, W. W. Moore, citizen of White Cloud, Doniphan county, Kansas Territory, represents: That on the 17th day of October, in the year 1856, he was the owner and occupier, as far as unpre-empted land could be owned and occupied, of a quarter-section of land in the county of Nemaha and Territory of Kansas, at the crossing of the St. Joseph road, on the Nemaha river. That your petitioner had improved the said land to great value, to wit: to the value of one thousand five hundred dollars. That he had built upon the same; that he had ploughed and "well-fenced" a large field; and that he had planted a large part of said field in corn and other grains, to wit: about forty acres. That your petitioner was well fixed upon the said land, and, besides the before-mentioned improvements, was the owner and possessor of considerable personal property and merchandise. Your petitioner further represents that on the 17th day of October, about 1 o'clock p. m., a large body of armed men invaded the aforesaid premises of your petitioner, and with arms and force entered the dwelling of your said petitioner, and took from the house and premises of your petitioner personal property of the value of at least twelve hundred dollars or thereabouts; all the items of which are herewith presented on paper, marked A, which your petitioner asks may be taken as a part of this petition. That the said armed men took by force the said property, without the consent and against the will of your petitioner. That your petitioner never recovered the said property or any part thereof. That the said armed men then ordered your petitioner to leave the premises and the country within six days; that if he did not death would be the penalty; that your petitioner, knowing from the character of the men that this threat would be speedily enforced, was compelled to leave his premises before described, and in consequence thereof subjected to the loss of all the improvements on the same, as well as to the loss of the perishable property on the said premises, together reasonably worth fifteen hundred dollars. Your petitioner further states that he was then and is now a *bona fide* citizen of the Territory of Kansas, and has been a resident for the past four years, with the exception of a brief period after the robbery before described. Now, in consideration of the premises, your petitioner prays that you may award him the sum of twenty-seven hundred dollars.

W. W. MOORE.

This 10th day of June, in the year 1859, personally appeared before me, Giles A. Briggs, a justice of the peace in and for the county of Doniphan and Territory of Kansas, W. W. Moore, whose name is signed to the foregoing petition, and made oath to the truth of the facts therein set forth. Given under my hand the day and year aforesaid.

GILES A. BRIGGS, J. P.

A.

One pair horses—one bay, one dark brown	-	-	\$400	00
One bay mule	-	-	175	00
One wagon	-	-	125	00
Two saddles, bridles, and ropes	-	-	15	00
One hundred and fifty chickens	-	-	75	00
Eight sacks flour	-	-	80	00
One shot-gun	-	-	40	00
Two pistols—large and small	-	-	25	00
One keg powder	-	-	11	00
Wearing apparel	-	-	100	00
Buffalo robes, blankets, &c.	-	-	35	00
One hundred pounds bacon	-	-	15	00
One log-chain	-	-	2	00
One axe	-	-	2	00
Stack oats and hay	-	-	100	00
			<hr/>	
			1,200	00
Improvements on land, crop, &c.	-	-	1,500	00
			<hr/>	
			2,700	00
			<hr/>	

TERRITORY OF KANSAS, *County of Brown, ss:*

I, Benjamin F. Killey, a notary public in and for Brown county and Territory aforesaid, do hereby certify that William Vancuren, the deponent, whose place of residence is in Brown county, Kansas Territory, was by me sworn to testify the whole truth of his knowledge touching the losses of William W. Moore in the cause aforesaid, and that his deposition was reduced to writing and subscribed and sworn to by him in my presence on the 14th day of June, A. D. 1859.

In testimony whereof I have hereunto set my hand and affixed my notarial seal this 14th day of June, A. D. 1859.

[L. S.]

BENJAMIN F. KILLEY,
Notary Public.

Deposition of witness, sworn and examined at Padona, county of Brown and Territory of Kansas, before me, the undersigned, a notary public in and for the county and Territory aforesaid, in a certain cause wherein William W. Moore is petitioner.

William Vancuren, of lawful age, being sworn and examined on the part of petitioner, deposeth and saith:

Question by Mr. Markham. When did you first know Mr. Moore, where was he living, and what was he doing?

Answer. When I first knew Mr. Moore he lived at what is called Moore's crossing, on the Nemaha river, in the county of Nemaha and Territory of Kansas; had a good claim with about forty acres under cultivation; a good hewed log-house, some 18 by 24 feet square, and some other small buildings, I think perhaps a kitchen; he had in some crops of corn, potatoes, &c.; this was about the 1st of September, 1856, as near as I recollect; I was up to his place again about the 1st of November, 1856; Mr. Moore had left there then.

Question. Do you know whether Mr. Moore sustained any losses during the Kansas difficulties; if so, state what they were.

Answer. I was out to Nebraska about September or October, 1856, and on my return home I met a party of men with a span of horses, harness, and wagon, and they told me they had been up to Moore's and stripped him of everything he had, excepting the clothes he had on his back, and they had given him six days to leave the Territory, or they would come back and hang him; then I asked them what property they had got? their answer was they had got two horses, harness, and wagon, and one mule, a double-barrelled shot-gun, a Colt's revolver, and I think they said some six sacks of flour, a lot of chickens, all he had; and all the coffee, sugar, and everything else, including clothing, except provisions enough to last them out of the Territory; the horses were good horses, worth at that time about one hundred and fifty dollars each; wagon, worth about seventy-five or eighty dollars; harness, worth about twenty or twenty-five dollars; mule, worth, I think, about one hundred and twenty or perhaps one hundred and forty dollars; to the best of my recollection, flour was worth about five dollars a hundred.

Question. Did Mr. Moore ever return to his claim?

Answer. Mr. Moore never came back on his claim again I am confident. I don't know where he moved to, but saw him about eighteen months afterwards in White Cloud.

Question. Did you know the party who said they committed the robbery in question?

Answer. I know some of the party who said they had robbed Mr. Moore, and the reason I know them is because they had told me so; I don't care to tell the names of the parties; I know that some of them are living in this section of country yet.

Question. Where do you live, Mr. Vancuren?

Answer. I live on Pony creek, in Brown county, and have lived there since August, 1856, some two and a half miles from Nebraska line, and about three miles from Nemaha county line.

Question. What was the probable value of Moore's claim at that time?

Answer. His claim was worth at least fifteen hundred dollars.

WILLIAM VANCUREN.

Testimony of witnesses produced, sworn and examined, at White Cloud, in the county of Doniphan, and Territory of Kansas, before me the undersigned, a justice of the peace in and for the county aforesaid, in a certain matter of the petition of W. W. Moore, before the commissioners on claims.

Henry Abrams, of lawful age, being sworn and examined, deposeth and saith: All that I know about Mr. W. W. Moore, and his losses is, that I was at Moore's one morning in the fall of 1856; Moore and family told me that a company of men had come to his house the night before; had taken away two mules and a horse, or two horses and a mule, I don't recollect which; besides some flour, clothing, and other things; they told Moore that he was to leave in a week from that day; that if he did not they would hang him on the limb of a tree. One week from that day I went back to Moore's place, to see if they were trying to scare him, and found a company of men camped there; Moore had left; don't know whether they were the same men said to be there before. I lived seven or eight miles from Moore; knew that he had horses or mules before this; had seen him working them; never saw him have them afterwards; seems to me that they told me the men made the boy living with Moore get the harness to hitch the horses to the wagon, which they said they took away with them. Moore's robbery was talked of in the neighborhood at the time. I knew Moore's place was a handsome one; some fifty or sixty acres, broke, fenced, and in cultivation; think it would have sold for four thousand dollars; crop was on it at the time; do not think Moore ever came back; he is now a citizen of White Cloud, Doniphan county; and further this deponent saith not.

HENRY ^{his} + ABRAMS.
mark.

I, Giles A. Briggs, a justice of the peace in and for the county of Doniphan, Territory of Kansas, do hereby certify that Henry Abrams, the deponent, whose place of residence is White Cloud, Doniphan county, was by me sworn to testify the whole truth in the case of W. W. Moore, and that his deposition was reduced to writing, and subscribed and sworn to by him in my presence on the 10th day of June, 1859, in the county and Territory aforesaid.

Given under my hand this 10th day of June, 1859.

GILES A. BRIGGS, J. P.

C. M. Williams, of lawful age, being sworn and examined on the part of the petitioner, W. W. Moore deposeth and saith: I have known W. W. Moore, since the spring of 1853, he then lived, and did live for some time afterwards, at the crossing of the Nemaha, in Nemaha county, Kansas Territory. Moore used to buy and sell merchandise; he traded with W. D. Beeler & Co., of Iowa Point; I was one of that firm; he used to lay out with us from fifty to one hundred

and fifty dollars at a time. I know that Moore had a team and wagon in the fall of 1856; it was rumored in our place that Moore was robbed during that fall; I never saw him with the wagon and team afterwards. Moore has for some time past been a citizen of White Cloud, Doniphan county, Kansas Territory.

C. M. WILLIAMS.

I, Giles A. Briggs, a justice of the peace in and for the county of Doniphan, Territory of Kansas, do hereby certify that C. M. Williams, the deponent, whose place of residence is White Cloud, Doniphan county, was by me sworn to testify the whole truth in the case of W. W. Moore, and that this deposition was reduced to writing, and worded and sworn to by him in my presence on the 11th day of June, A. D. 1859, in the county of Doniphan aforesaid.

Given under my hand this 11th day of June, 1859.

GILES A. BRIGGS, *J. P.*

Elisha Huffman, of lawful age, being sworn, and examined on the part of the petitioner, W. W. Moore, deposeth and saith: I have known W. W. Moore since 1855; he then lived at the crossing of the Nemaha, in Nemaha county; he had a small trading post; his place was one of the best and most valuable in Kansas Territory. I know that Moore had a wagon and team in the summer of 1856; never saw him with either after the time of the robbery. All that I know about the robbery is, that three or four weeks before the reputed robbery of Moore I heard a number of men making a plot to rob Moore and drive him from the Territory; whether the same ones did rob him I don't know. The common talk was that Moore had been robbed; almost every body spoke of it; this was some time in the fall of 1856. Moore left the Territory immediately after that, and did not return for some months; he now lives in White Cloud, Doniphan county, and has lived there for two years or more. I think Moore's claim would have sold for two thousand dollars cash. I heard several persons, more than a dozen, speak of the particular things taken from Moore; among the articles were flour, bacon, horse and mules, or mule and horses, chickens, wagon, and other articles; of these things I know nothing more than what was the common talk; and further this deponent saith not.

ELISHA HUFFMAN.

I, Giles A. Briggs, a justice of the peace in and for the county of Doniphan and Territory of Kansas, hereby certify that Elisha Huffman, the deponent, whose place of residence is White Cloud, Doniphan county, Kansas Territory, was by me sworn to testify the whole truth in the case of W. W. Moore, and that this deposition was reduced to writing, and subscribed and sworn to by him in my presence, on the 13th day of June, in the year 1859.

Given under my hand this 13th day of June, A. D. 1859.

GILES A. BRIGGS, *J. P.*

Deposition of witness, sworn and examined at Padona, county of Brown and Territory of Kansas, before me, the undersigned, a notary public in and for the county of Brown and Territory aforesaid, in a cause wherein William W. Moore is petitioner.

Walter D. Beeler, of lawful age, being sworn and examined on the part of the petitioner, deposes and saith, as follows :

Question by Mr. Markam. What do you know about Mr. William Moore and his losses, if any, during the Kansas difficulties ?

Answer. I got acquainted with Mr. Moore in St. Joseph in 1853 ; we came together into Kansas at that time, and settled on claims on the Nemeha river ; my claim was about one-half mile from his ; Moore went back to St. Joseph and got his family and moved in ; he put about forty acres in cultivation ; him and I built a little log cabin, the first that was built on the Nemeha, on his claim ; he afterwards built a hewed log-house ; it had three windows in it.

Question. Do you know of Mr. Moore being robbed, if so, state when and what he lost ?

Answer. I know Mr. Moore was robbed about the 18th of September, 1856, for a lot of men came and took me up to their wagons, where they had Mr. Moore's property, and they told me they had taken the things from Moore ; they had a span of horses, harness, and wagon, and one good mule, saddle and bridle ; they said they had taken his meat, flour, a large lot of lard, sugar, and coffee ; I saw their wagon was full of such things, and they said they had taken nearly all his clothing ; and I saw his buffalo robe—it was a good one, worth \$12 ; they said they took all these things from Moore's house ; as to the quantity of all the things taken, can form no correct idea ; they said they told Moore, God damn him, if he did not leave the Territory in one week they would kill him, and if it had not been for his wife they would have killed him then ; one or two of them said they came there to kill him, and God damn him, we ought to go back and kill him yet ; they kept me under guard while they hunted after my property ; they also said they took, and I saw them have, one double-barrelled shot-gun, one ten-inch revolver, and a bowie-knife from Moore. I think the wagon was worth at least \$90—it was a good wagon ; one of the horses was a good horse, worth about \$110 or \$120 ; the other horse about \$75 ; the mule was a good one, Moore bought at \$100 ; they took a lot of chickens, all they wanted, may be 100 of them ; chickens were worth two bits a piece.

Question. When did Moore leave after the threats were made you have spoken of ?

Answer. He left inside of four days, after they robbed him, and has never been back since.

Question. What was the price of flour at the time Moore was robbed ?

Answer. Flour was worth from \$6 to \$7 at Richmond per barrel ; that is, six miles south of Moore's.

Question. What was Moore's claim worth when he left it ?

Answer. At least \$1,500.

Question. Where do you live ?

Answer. I live on the Nemaha, within one half mile of Moore's claim, and have lived there for the last six years, nearly.

W. D. BEELER.

TERRITORY OF KANSAS, *County of Brown, ss:*

I, Benjamin F. Killey, a notary public in and for the county of Brown and Territory aforesaid, do hereby certify that William D. Beeler, the deponent, whose place of residence is in Brown county, Kansas Territory, was by me sworn to testify the whole truth of his knowledge touching the loss of William Moore in the cause aforementioned, and that his deposition was reduced to writing, and subscribed and sworn to by him in my presence on the 14th day of June, A. D. 1859.

In testimony whereof I have hereunto set my hand and notarial [L. s.] seal this the 14th day of June, 1859.

BENJAMIN F. KILLEY,
Notary Public.

In the matter of the petitioner of W. W. More.

The petitioner claims, in this case, for loss of property....	\$1,200 00
Loss of claim and crop.....	1,500 00

There is no proof showing that the loss of the crop was a necessary one or that the abandonment of his claim finally was compulsory. From the time when the petitioner left there has been peace in the section where he lived entirely on. The board think that his loss on that score is rather attributable to the precipitancy of the abandonment of his crop, rather than any other cause, and for that loss make no award.

Upon the proof we award for horses lost.....	250 00
Wagon.....	82 50
Mule.....	110 00
Harness.....	25 00
Saddles, bridles, &c.....	15 00
100 chickens, at 25 cents.....	25 00
Flour, \$36; shot-gun and one pistol, at \$50.....	86 00
Wearing apparel, \$100; buffalo robe, blankets, &c., at \$35	135 00
Bacon, \$15; log-chain, \$2; axe, \$2.....	19 00

The keg of powder, oats and hay are not proven.	747 50
Interest, 2½ years, at 6 per cent.....	112 50

Total award.....	860 00
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EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

No. 377.

Petition of Milton E. Clark, of the county and Territory aforesaid, under an act of the territorial legislature entitled an act to provide for the auditing of claims, approved February 23, 1837.

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

To the honorable commissioner, H. J. Strickler, commissioner for auditing claims against the government of the United States for losses sustained during the civil war of 1856, in Kansas Territory, Milton E. Clark respectfully submits the following complaint, and asks your honor to audit the annexed claim for \$3,158.

Milton E. Clark, complainant, says: That he became a citizen of Leavenworth City, Leavenworth county, Kansas Territory, in the month of July, A. D. 1855, and has continued to reside in the same place up to the present time.

Complainant says that he was engaged in the grocery and provision business, in said city of Leavenworth; and that on or about the second day of September, A. D. 1856, while complainant was in his store, attending to his business, two armed men, — Washburn and — Guest, came into his, complainant's, store, took him prisoner, and forcibly shipped him on board the steamboat Emma, then lying at the wharf of said city, bound for St. Louis.

Complainant had no time to secure his goods, only by closing up his house and locking his door, it being not more than ten minutes from the time that said armed men came into complainant's store till complainant was guarded by them to said steamer. Complainant says that said armed men claimed to be "acting under authority" when they took him prisoner.

Complainant further says that he, with many others, was guarded down the Missouri river, between one and two hundred miles; and that he went on to Ohio, where he remained only until reports reached him of peace having been restored in the Territory, that he could return in safety, when he hastily returned to look after his business and effects. When complainant was arrested on 2d of September, 1856, he left in his business house, in said city, flour, bacon, coffee, sugar, tea, and groceries generally, to the amount, in value, of (\$2,800,) twenty-eight hundred dollars, as near as he can make the estimate from memory.

Complainant says when he returned on the 14th of November, of the same year, after an absence of seventy-two days or thereabouts, he found in his business house a part of his goods, which he left, to the amount in value of (\$527,) five hundred and twenty-seven dollars, and received from Adam Fisher, in cash, (\$517,) five hundred and seventeen dollars, the balance in goods sold out of complainant's store during his exile, making in all a loss of goods amounting to (\$1,758) seventeen hundred and fifty-eight dollars, taken during the civil war in Kansas in the year 1856, and during complainant's involuntary

absence from his business, which absence was caused and which loss was sustained in consequence of said civil war.

This complainant further claims that his loss of time, expenses during his absence, and consequent loss in business, in the fall of 1856 and winter of 1857, caused by the civil war and disturbances in said Territory of Kansas, was equivalent to the sum of \$1,400, in all \$3,158 claimed.

MILTON E. CLARK.

Sworn to and subscribed before me this 4th day of November, A. D. 1857.

HENRY J. ADAMS,
Mayor of the city of Leavenworth, K. T.

Hugh Ward, being duly sworn according to law, makes oath and says: That he was living in Leavenworth City, K. T., during the summer and fall of 1856, and was in Leavenworth City through the war in Kansas; and that on or about the 2d day of September, A. D. 1856, met Milton E. Clark going to the steamboat Emma in charge of a company of men under arms, and that in a few days after Clark was sent off down the river, when there was no one to take care of his store; he saw a company of the Kansas militia, to the number of from 40 to 50, as near as he can tell, taking away, out of the back door of the store of M. E. Clark, on Cherokee street, in Leavenworth City, flour, bacon, and various kinds of groceries, and loading them on wagons or drays and hauling them away; all of which is true to the best of his recollection and belief.

HUGH ^{his}+ WARD.
_{mark.}

Sworn to and subscribed before me this 31st day of October, A. D. 1857.

HENRY J. ADAMS,
Mayor of the city of Leavenworth, K. T.

John C. Thompson, being duly sworn according to law, makes oath and says: That he was in the employ of Milton E. Clark, grocery man, on Cherokee street, Leavenworth City, Kansas Territory, from early in the spring of 1856 up to the second day of September of the same year, at which time, while he was behind his, Clark's, counter, attending to the business of the house, two armed men, one by the name of Washburn, the other Gist, came into Clark's store, and forcibly put himself and Clark upon the steamer Emma, giving them not more than ten or fifteen minutes to get ready. When they were taken from the store he says, that according to an estimate he made shortly after, Clark had in his store between twenty-eight (28) hundred and three (3) thousand dollars worth of groceries, appraised at the cash whole-

sale value of such articles as he had on hand at the time. The town at this time was under the control of the Kansas militia, and the said armed men claimed to be acting under authority of the officers of said militia, and that, in addition to the persons that arrested them, a number of armed men remained waiting out in the street in front of his (Clark's) store, who followed along and assisting in guarding them to said boat.

Affiant further states that from his knowledge of said Clark's business through the summer, that his (Clark's) loss of time and expenses and disturbance in business, in consequence of the war, and of his having been driven away at the time, independent of his loss of property taken, would amount to not less than between fourteen and fifteen hundred dollars; all of which is correct according to the best knowledge and belief of the affiant.

JOHN C. THOMPSON.

Sworn to and subscribed before me this 31st day of October, A. D. 1857.

HENRY J. ADAMS,
Mayor of Leavenworth City, K. T.

C. H. Robinson, being duly sworn according to law, makes solemn oath and says: That he resided in Leavenworth City, Kansas Territory, in the summer and fall of 1856, and was there through the civil war; and that about a week or ten days after the free-State men were driven away from Leavenworth, (which driving away took place about the 1st of September, 1856,) he saw a company of the Kansas militia to the number of twenty (20) or more break open and enter the back door of the store of M. E. Clark, on Cherokee street, in said city, and saw them take from said store, immediately after breaking open and entering the same, divers articles of groceries and provisions, in sacks like meal or flour, bacon, and various kinds of packages, the contents of which he could not tell. Said militia, he says, was composed of Georgians and South Carolinians, who, at the same time, were encamped on the levee of said city, near Stroubel's store, on Front street.

Affiant further says that he saw these things from his dwelling house, and that the said taking and carrying away of goods took place about 2 o'clock p. m.; all of which is true to the best of the affiant's knowledge and belief.

C. H. ROBINSON.

Subscribed and sworn to before me this 2d day of November, A. D. 1857.

HENRY J. ADAMS,
Mayor of the city of Leavenworth, K. T.

J. Hall, being duly sworn according to law, makes oath and says: That during the summer of 1856 he was engaged in the dry goods and grocery business in Cherokee street, in Leavenworth city, Kansas Territory, and remained in said city through all the troubles in the Territory during last summer; that he was well acquainted with M. E. Clark, who was keeping a grocery and provision store in the same street; was in his store a few days after M. E. Clark was driven away from the Territory, and saw that his (Clark's) store had been broken open and a portion of his goods taken away, and many destroyed in the store, as he was well informed, and as he verily believes, by a company of Kansas militia, who were at the time camped in the town. Affiant states that, from what he knew of the business of M. E. Clark, he would estimate the stock of groceries he had on hand at the time he was driven off from his store at from \$2,500 to \$3,000; and further states that his loss of time, expenses away, and disturbance in business caused by the war, would not be less than from \$1,200 to \$1,500, (twelve to fifteen hundred dollars,) in addition to the amount of goods lost.

William A. Shannon, being duly sworn, according to law, makes oath and says: That he was doing business on Cherokee street, Leavenworth City, Kansas Territory, during the summer and fall of 1856; was acquainted with M. E. Clark, who was engaged in the grocery and provision business on the same street; that he saw said M. E. Clark when he was under arrest and on his way to the steamboat Emma, which took place about September 1, 1856; that said Clark was driven away from this city, and had to leave his store and effects without having any one to take care of the same; thinks that Clark had, when he was driven away, goods in his store to the amount of between \$2,500 and \$3,000; saw Clark's store some days after he had left the city, and found it had been broken open and much of the goods taken out and destroyed.

And said affiant further states that he believes said Clark's loss of time and disturbance in business during his absence, and during his hindrance in his regular business, would amount to at least twelve hundred dollars, (\$1,200.)

WILLIAM A. SHANNON.

Subscribed and sworn to before me, the undersigned, a notary public within and for the county of Leavenworth, Kansas Territory. In testimony whereof I have hereunto set my hand
[L. s.] and affixed my notarial seal, at the city of Leavenworth, this 30th of November, A. D. 1857.

JOS. KELLOGG, *Notary Public.*

Adam Fisher, being duly sworn according to law, makes solemn oath and says: That he was living in Leavenworth City, Kansas Ter-

ritory, during the troubles and civil war in the summer of 1856 in said Territory; and that in the early part of September of said year, shortly after the free-State men were driven away from said city, he went to St. Louis, where he met with M. E. Clark, who had been keeping a grocery and provision store on Cherokee street, in said Leavenworth City, and was then in St. Louis in consequence of having been driven away from said Territory on account of the civil war that had there existed for some weeks previous; and that, at the request of said M. E. Clark, when he returned to Leavenworth City, about the — day of October of the same year, he took charge of said Clark's store, situate as above described, and all the goods that were then remaining in the same; and that he found said goods in a damaged condition, caused mainly by persons having entered said store, and, to all appearance, wantonly destroyed and damaged the goods. And affiant further says that he made sale of the damaged and perishable goods for the most money they would bring, which goods sold—after deducting expenses paid out by him for taking care of said store and goods, (which expenses amounted to \$87 or thereabouts)—for \$517 (five hundred and seventeen dollars) net, which sum he paid over to said M. E. Clark. And he also states that he took care of said store and the remainder of said goods till said Clark returned, which was about the middle of November of the same year, at which time he handed over to the said Clark all of what remained of said goods unsold, which goods he estimated, at the time of delivering them over to said Clark, were not worth, in cash, more than \$500, (five hundred dollars;) making in all, goods and cash, \$1,017, (one thousand and seventeen dollars,) which said M. E. Clark received out of said stock of groceries and provisions.

And said affiant further states that there was no loss or destruction of said Clark's goods after he (Fisher) took possession of them till the same were delivered over to their owner, M. E. Clark, and that the goods that were sold were sold to the best possible advantage, considering their damaged condition; and that, from his acquaintance with Clark's business, he is satisfied that he (Clark) did not receive anything from his stock of goods which he left in his store when he was driven away from Leavenworth at the time of the troubles, excepting the amount as above stated; and he believes said Clark used due diligence in taking care of his goods and trying to prevent loss on the same. All of which is true, as he verily believes.

LEAVENWORTH CITY, *November 13, 1857.*

The above-named Adam Fisher, being by me first duly sworn, acknowledges the foregoing statements to be correct.

“ You do solemnly swear that the foregoing statements are correct, to the best of your knowledge and belief.

“ ADAM FISHER.”

Sworn to and subscribed before me, acting mayor of the city of Leavenworth.

S. N. LATIO, *Acting Mayor.*

To the commissioners of claims, under act of February 7, 1859 :

The undersigned, Milton E. Clark, being duly sworn, saith : That he is a citizen of Kansas, and resides in Leavenworth City ; that he has been a citizen of Kansas ever since the spring of 1855 ; that he has sustained loss and damage by the taking and destruction of his property during the disorder which prevailed in Kansas from November 1, 1855, till December 1, 1856, a just, true, full, and particular account of which, with the facts and circumstances attending the same, were filed before Hon. H. J. Strickler, late commissioner of claims, (which papers and testimony are hereto annexed,) to which reference is requested as part of this petition.

Deponent further saith that he has never received any compensation for his said property so taken and destroyed, nor recovered any portion of the same from any source whatever. Deponent therefore asks that he may be awarded compensation for his said losses, according to said proofs.

M. E. CLARK.

TERRITORY OF KANSAS, *Leavenworth County, ss :*

Milton E. Clark, the above-named petitioner, being duly sworn, saith the statements contained in the above petition are true.

M. E. CLARK.

Sworn to before me June 17, 1859.

SAM'L A. KINGMAN, *Commissioner.*

Thomas Fahey, being sworn according to law, deposeth and saith : That on or about the 11th or 12th of September, A. D. 1856, he saw a company of men, to the number of between 30 and 40, being a part of a company of the Kansas militia from South Carolina, break into the grocery store of M. E. Clark, on Cherokee street, in Leavenworth city, Kansas Territory, and saw them take away, from out of his store, flour and bacon and other articles, and saw them taking down divers small articles from the shelves, and putting them into their pockets, and destroying such as they did not want ; does not know the amount or value of the articles taken. This took place about 3 o'clock in the afternoon.

THOMAS FAHEY.

Sworn to and subscribed before me October 28, 1857.

H. J. STRICKLER, *Commissioner.*

In the matter of the petition of Milton E. Clark.

Petitioner claims, in this case, for goods taken and destroyed.....	\$1,758 00
Damage by loss of time and expense.....	1,400 00
	<hr/>
Total claimed.....	3,158 00
	<hr/> <hr/>
The proof sustains the first item fully, but the claim for expense and loss of time is inadmissible. The commissioners award, for goods taken and destroyed.....	1,758 00
Interest, at 6 per cent., for 2½ years.....	263 70
	<hr/>
Total award.....	2,021 70
	<hr/> <hr/>

HENRY J. ADAMS.
 SAMUEL A. KINGMAN.
 EDWARD HOOGLAND.

No. 378.

To the honorable board of commissioners sitting in the Territory of Kansas for the adjustment of claims for damages growing out of the troubles in said Territory from the 1st day of October, A. D. 1855, to 1st of December, 1856:

Your petitioner, H. Miles Moore, would respectfully state unto your honorable board that he is, and has been for the last four years, a resident of the county of Leavenworth, in Kansas Territory.

He would further state that during the month of September, A. D. 1856, he was the owner and in the enjoyment and possession of a large amount of books, household furniture, clothing, beds, and bed clothing, a list of which, with the value thereof, is marked A, and attached hereto, and made a part of this petition. He would further state that at the time last mentioned said books, household furniture, clothing, beds, and bed clothing were situated in the house of your petitioner, near to and in the rear of what is now the city of Leavenworth, and in his office in said city, in Leavenworth county, in said Territory.

He would further state that at or about the 1st day of September, 1856, he was compelled to abandon his home and his property in order to prevent the destruction of his life by a reckless and drunken mob, composed of persons known as pro-slavery men.

He further states that when he returned to his home, to wit: during the month of November then next following, he found that his house had been taken possession of, and the property—the list of which is hereunto annexed—and marked A, had been taken away and destroyed. Your petitioner further states that he has been informed and believes, and upon such information and belief so states, that said

house was taken possession of and said property destroyed by the said pro-slavery mob as aforesaid. He would further state that during the time of his banishment from his home as aforesaid he was deprived of the rents and profits of his house, office, and lands situated in said county and Territory.

All of which has resulted in the actual damage of seven hundred and thirty-five dollars to your petitioner, which amount he prays that he may be allowed at your hands, and for such other relief as may conform to justice and equity.

DELAHAY, DUGGER & GALLAGHER,
Attorneys for Petitioner.

KANSAS TERRITORY, *Leavenworth County, ss:*

H. Miles Moore, being duly sworn, states: That the matters and things set forth in the foregoing petition are true in substance and fact.

H. MILES MOORE.

Subscribed and sworn to before me this 17th day of June, A. D. 1859.

L. E. MAYER.

A.

List of articles and their value taken away and destroyed by the pro-slavery mob during the months of September, October, and November, A. D. 1856, which articles were the property of H. Miles Moore; also amount of rents lost during his banishment.

50 volumes of law books, and 75 volumes of miscellaneous works, titles not remembered, worth in the aggregate	\$300 00
1 stove and pipe in my office	15 00
2 large trunks of clothing, linen, household goods, and bed clothing	75 00
4 arm-chairs, at \$3 each	12 00
1 table, \$7; 1 desk, \$6	13 00
1 bedstead, mattress, pillows, and bed covering	30 00
1 overcoat	15 00
1 entire suit of broadcloth, cost	40 00
1 large lot of shirts, socks, and other clothing	25 00

Property taken out on my claim near the city.

1 bedstead, 2 mattresses, 2 pillows, and bed covering	30 00
1 stove and fixtures, \$20; table ware and crockery, \$15	35 00
1 large dining table	5 00
1 axe, augers, and other tools	10 00

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1 stand	-	-	-	-	-	-	\$5 00
1 double lounge with pillow, and 2 mattresses	-	-	-	-	-	-	25 00
							635 00
Total amount of property	-	-	-	-	-	-	635 00
Add 3 months rent of office, farm, and house	-	-	-	-	-	-	100 00
							735 00

In the matter of the petition of H. Miles Moore.

LEAVENWORTH COUNTY, ss :

Marcus J. Parrott, of Leavenworth City, being duly sworn, saith: I have been a resident of Kansas Territory ever since the fall of 1854; am acquainted with the petitioner; first became acquainted with him in Leavenworth in 1854. During the season of 1856 civil war prevailed in Kansas; petitioner was a prominent free-State partisan, and as such became obnoxious to the pro-slavery men in and about Leavenworth, so that his life was repeatedly threatened; he was taken prisoner two or three times, and was finally compelled to leave the Territory. During 1855 and 1856 petitioner was a practicing lawyer in Leavenworth; had a law office on Delaware street, between Second and Third, wherein he had a library, consisting of law and miscellaneous works, desks, tables, chairs, stove, and other office furniture. His office contained such furniture in August, 1856, when he was driven away by the threats and demonstrations aforesaid.

Said petitioner at said time, (August, 1856,) had a claim or farm immediately west of the then settled portion of Leavenworth, whereon he had a frame dwelling-house, (he and I owned the farm and dwelling-house together,) and in said house were a stove, bedstead, bedding, mattresses, chairs, tables, lounge or double bedstead, crockery, and cooking utensils—plain cabin furniture. Said Moore being obnoxious to the dominant political party was compelled suddenly to leave his said property; what became of the same I do not know. Understood that said property was all wasted and lost; the particulars of which I cannot state, as I was compelled by like circumstances to leave Leavenworth, and remain absent some months.

In said law office said Moore had two large trunks of clothing, ladies wearing apparel, window curtains, table linen, and miscellaneous goods, the value of which I cannot state; I merely remember seeing such articles in the trunk occasionally.

MARCUS J. PARROTT.

Sworn to before me June 17, 1859.

EDW'D HOOGLAND,
Commissioner.

William Spencer, being duly sworn, says: That he is acquainted with the petitioner, H. Miles Moore; has known him since the summer of 1855; he was then, and is now, a citizen of Leavenworth City, Kansas Territory. That in the summer of 1856 he was familiar about the law office of the petitioner, situated on Delaware street, in said city; the petitioner had in his office a law and miscellaneous library, the library was, he thinks, quite as large, if not larger, than such libraries in the Territory at that period, but the value of which he could not state. The furniture of the office consisted of book cases, stove, tables, desk, and chairs; there was one large office table, and one of a smaller size; the larger one was occasionally used by affiant for drafting on; the precise number of chairs and other articles of furniture affiant cannot state, nor has he any means by which he can determine the value; the furniture was new and good. The petitioner had and kept in his back or private office some large trunks, two at least, other than those containing his ordinary clothing, which were filled with articles of household goods, generally fine articles, such as table linen, fine damask and other window curtains, sheets, counterpanes, &c., the precise quantity or value affiant does not know, but the goods contained in the trunks were doubtless worth the amount charged in the schedule attached to the petition, \$75. There was also in the private office, bedstead, bed, and bedding, all new and good, as affiant recollects from having frequently laid upon it; the value he cannot state. As to the overcoat and other wearing apparel named in the petition he does not know personally of. He well recollects that the petitioner had a much more complete and extensive wardrobe than most of his neighbors at that time; he was generally a much better dressed man than most of his friends and associates; and affiant does not believe that the charge for clothing is at all extravagant.

Affiant is aware that the petitioner was the owner of a claim west of the city, on which he had a house, and in which he had some furniture; but as to the articles or their value he does not know.

The office then owned and occupied by the petitioner on Delaware street, above referred to, was a building with two rooms, known as his front and back or private office, and according to the rates of rents at that time in the city was worth 20 or 25 dollars per month. As to the value of the rent of the farm and house he cannot state. During the summer of 1856 the petitioner was looked upon by the pro-slavery party, then dominant in this city, with suspicion, and he was very obnoxious to them; he was frequently in danger of personal violence, and was at one period in the month of June of that year a prisoner in custody of an armed band of lawless men, and barely escaped being hung. Some time in the month of August of that year (1856) the petitioner was compelled to leave the country for personal safety. His library, furniture, and other property was all left in the office, as affiant then understood, and believes. Affiant also left the Territory about the last of August, and did not return to Leavenworth until the 17th of November following. Petitioner returned about the same time; it was then stated that most of the property thus left by the petitioner had been stolen or destroyed.

In the matter of the petition of H. Miles Moore.

Petitioner claims for property taken or destroyed	\$635
Rent of office.....	100
	<hr/>
	735
	<hr/> <hr/>

The loss or destruction of the property is satisfactorily established.
The prices charged appear reasonable.

Allowed.....	\$635 00
The charge for rent of office is inadmissible.	
Add interest, 2½ years, at 6 per cent.....	95 25
	<hr/>
Total award.....	730 25
	<hr/> <hr/>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JULY 1, 1859.

No. 379.

To the honorable commissioners appointed under the act of the legislature of Kansas Territory approved February 7, 1859 :

Your petitioner would most respectfully represent: That he came to the town of Leocompton, Kansas Territory, in the spring of 1856; that he built a hotel in said city during the months of April and May of that year, and kept a hotel in the same during the summer and fall of the same year, 1856; that during that time there were constantly large crowds of armed men in and around town; that at different times during this same summer some of these men would enter his said hotel and take and carry off and break up what they wanted; that when your petitioner would remonstrate with them they would only do more numerous and worse acts of violence to the property of your petitioner. Your petitioner would further represent that he believed it to be dangerous to expel those armed men from his house by brute force, from the fact that they were banded together, and would frequently threaten to demolish the said house unless they could have what they wished; and further, that those men were mostly unknown to your petitioner, and claimed to act as law and order men or regulators. Among the things taken away from your petitioner, or destroyed and rendered useless, your petitioner would represent the following as an enumeration of the same, to wit:

6 bedsteads, valued at \$10 each.....	\$60 00
8 pairs blue blankets, worth \$6.....	48 00
10 pairs sheets, worth \$2 50.....	25 00
1 large cook stove.....	45 00
A large lot of extra pans, &c., for stove.....	15 00
7 large new table-cloths, \$3 each.....	21 00
13 double comforters, \$4 each.....	52 00
15 mattresses, at \$6 each.....	90 00
8 bolsters, at \$1 50 each.....	12 00
13 pillows, at \$1 50 each.....	19 50
60 yards of carpet, at \$1 per yard.....	60 00
2 side-tables, at \$5 each.....	10 00
1 large dining-table.....	15 00
1 lot of table-ware, complete, consisting of knives, forks, plates, dishes, cups, saucers, and spoons.....	80 00
1 set of bar-room fixtures, consisting of bar bottles, shakers, decanters, glasses, mirrors, spoons, pictures, tubs, &c....	40 00
30 gallons old rye whiskey, at \$1 50 per gallon.....	45 00
9 gallons Holland gin, at \$3.....	27 00
9 gallons French brandy, at \$5 per gallon.....	45 00
35 gallons common whiskey, at \$1 per gallon.....	35 00
2 dozen bottles liquors, at \$12 per dozen.....	24 00
2 cases wine, at \$18.....	36 00
200 lbs. hams, at 20 cents.....	40 00
200 sides bacon, at 20 cents.....	40 00
15 sacks corn meal, \$3 each.....	45 00
8 sacks flour, \$7 each.....	56 00
1 large trunk of new clothing, worth.....	255 00
1.....do.....do.....	195 00
1 large box of new and standard books.....	95 00
1 new talma and cloak and 2 pairs new calf boots.....	48 00
Damage done to house used as a hotel.....	1,000 00
Amounting in all to the sum of.....	<u>2,578 50</u>

All of which your petitioner respectfully represents as having been lost by him during the Kansas war, and all of which your petitioner further represents as having grown directly out of the difficulties which existed in the Territory at that time. Your petitioner also represents that he has never received any pay or remuneration for the above-stated damages, in any way, or from any one, from any source whatever.

All of which is respectfully submitted by your petitioner.

W. A. McDOWELL.

TERRITORY OF KANSAS, *Douglas County* :

Personally appeared before me Wm. McDowell, to me known personally, who, being sworn, deposeth and saith : That the above statement is correct; that he lost and had stolen from him and destroyed

for him, as above stated, the value of twenty-five hundred and seventy-eight dollars and fifty cents in personal property, during the summer of 1856, and has received no pay for same from any one.

Subscribed and sworn to before me this 21st day of June, A. D. 1859.

[L. s.]

DAVID T. MITCHELL,
Notary Public.

TERRITORY OF KANSAS, *Douglas County:*

Personally appeared before me, a notary public in and for the county and Territory aforesaid, W. P. Caldwell, who, being duly sworn, deposeth and saith: That he knows Wm. McDowell, and knew him in April, 1856; that he knows that the said McDowell kept a hotel in Lecompton, Kansas Territory, and that during the summer there were large bodies of armed men in and around town, who would frequently come in to town and commit depredations on the property of the citizens; that at various times he has seen armed men (a part of the bands who infested the neighborhood at that time) enter the house of the said McDowell and come out with various articles—sometimes some of them would take off flour, meal, and meat, and articles of furniture, such as mattresses, blankets, quilts, &c., and anything suited to their wants; that the said McDowell would frequently remonstrate with those armed men, but it was of no avail; that they would go off only to return with larger forces, and compel any articles they wanted to be given to them; and he, the said W. P. Caldwell, further states that he has often seen and heard these men threaten to tear down the hotel; that they have often broken up articles of furniture, table-ware, and bar fixtures, when refused what they demanded of McDowell; he says it was dangerous to refuse too strongly the demands of those men, as they were generally very desperate characters; they almost always claimed to be law and order men, regulators, &c.; he, the said Caldwell, further states as his belief that if peace and order had been maintained in the Territory these depredations would not have occurred; he saw, while passing through the said hotel quite often, several large trunks and boxes which were left there in the charge of the hotel keeper by boarders and others for safe-keeping; heard that they were very valuable, but did not know; but he does know that these trunks were broken open and the clothes and books and whatever valuables they contained were taken off and used by those armed ruffians; he heard of one of them sell some of those same clothing afterwards for nearly nothing; does not know positively the damage which was really sustained by Mr. McDowell, but would say it was somewhere near three thousand dollars; has heard McDowell say that he paid the owners some five hundred dollars for trunks and boxes taken off by the armed men.

W. P. CALDWELL.

Sworn to and subscribed before me this 27th day of ———, A. D. 1859.

[L. s.]

DAVID T. MITCHELL,
Notary Public.

TERRITORY OF KANSAS, *Douglas County* :

Personally appeared before me J. M. Locknane, who, being duly sworn, deposeth and saith: That he knows William A. McDowell, and knew him in 1856; that the said McDowell kept a hotel in Lecompton, and that he, the said J. M. Locknane, saw the furniture of the said house, and saw a part of the bed-clothes boxed up, and afterwards it was broken open by force of a mob, and the box entirely robbed of its contents; he also saw the bedstead and tables, and other articles, such as plates, dishes, &c., broken up and destroyed by a band of armed men; that he, Locknane, bought some bedsteads and a table and some of the table ware, all that was left of the furniture in the hotel, and gave a mere nominal price for it—just about what the freight would be on them; McDowell tried to save his property from those men, but could not; I know all the circumstances well; McDowell and his wife afterwards stayed about three months with me, and I know that all the furniture and provisions they had in their hotel were taken or destroyed by armed men; the damage done to the property of McDowell was about twenty-eight hundred or three thousand dollars; do not know exactly, but this is my belief; his house was damaged very much; was set on fire once in the roof, and had the upper floors entirely burned up or destroyed; do not think McDowell has ever got any pay for the damage done to his property; has no interest in the property, or McDowell's particularly; these depredations could not well have been prevented by McDowell; his bar-room was literally stripped of its liquors and other fixtures by these same men; I know some of them, but most of them were strangers to me; they were desperate men; the bed rooms all were very well furnished for the country, and McDowell and his wife both told me at the time that they had as many as forty or fifty blankets, and other articles of bedding, stolen from him.

JOHN M. LOCKNANE.

Sworn to and subscribed before me this 27th day of June, A. D. 1859.

[L. s.]

DAVID T. MITCHELL,
Notary Public.

PETITION.

To the honorable board of commissioners appointed by the act of the legislative assembly of Kansas Territory approved February 7, A. D. 1859:

Your petitioner would most respectfully represent: That he was during the year 1856, from the month of April to the month of December, a citizen of the town of Lecompton, Kansas Territory, and that he built, furnished, and kept a hotel in said town during the months of May, June, July, August, and September of said year, 1856; that during

this time there were large bodies of armed men in and around town ; that during the war these men would frequently come into his hotel, and take and carry off such things as they might want, and that they also would sometimes break up and destroy more than they took away, because your petitioner would remonstrate with them ; that these men were generally irresponsible men, and many of them strangers to your petitioner, and almost always claimed to be acting under the law, as law and order men.

Your petitioner further represents that he tried all manner of means, and used every exertion he could well use, to prevent these depredations, but that on such occasions the depredating parties would only go away to return with a sufficient re-enforcement to enforce their demands or destroy more furniture and provisions than they would take away if left to their own way.

Your petitioner further respectfully represents that the following articles were taken from him, or so damaged as to be entirely useless, and that they were all of them taken or damaged or destroyed by these same men who constituted this band of armed men who prowled about the neighborhood at that time, to wit, during the fall of 1856. Your petitioner lost or had taken from him, as above stated—

Ten bedsteads, worth \$10 each	-	-	-	-	\$100 00
Eight washstands, \$3 each	-	-	-	-	24 00
Eighteen mattresses, \$5 each	-	-	-	-	90 00
One hundred yards of carpet, \$1 per yard	-	-	-	-	100 00
Twenty-two sheets, \$1 25 each	-	-	-	-	27 50
Nine feather pillows, \$1 50 each	-	-	-	-	13 50
Ten shuck bolsters, \$1 50 each	-	-	-	-	15 00
Twelve large double comforts, \$4 50 each	-	-	-	-	54 00
Nine pairs of large blankets, \$5 per pair	-	-	-	-	45 00
One large cooking-stove, (new)	-	-	-	-	45 00
A large lot of new extra cooking utensils	-	-	-	-	20 00
One large dining-table destroyed—broken to pieces	-	-	-	-	20 00
Two small side-tables destroyed—broken to pieces—\$5 each	-	-	-	-	10 00
Seven large-size double table-cloths, \$3 each	-	-	-	-	21 00
One large lot of table-ware—cups, dishes, knives, &c.	-	-	-	-	100 00
Half a dozen bowls and pitchers, \$15, and half a dozen chambers, \$3, broken by mob	-	-	-	-	18 00
Thirty bushels of meal, \$75, and fifteen sacks of flour, at \$7 each	-	-	-	-	180 00
About two hundred pounds of ham and three hundred pounds of side bacon, worth	-	-	-	-	100 00
A lot of salt, sugar, coffee, and tea	-	-	-	-	85 00
Two large, new trunks of new and fine clothing, left with him as landlord, and also one large box of new and standard books, and various other articles of clothing, for which he has since paid the owners the sum of	-	-	-	-	525 00
To damage done to hotel, which was taken and used for over three months as a prison-house, and for which he					

has never received any remuneration, either directly or indirectly, from any one	-	-	-	-	\$1,800 00
To damage done his business during the war, apart from his other losses, and resulting from closing up his house					1,000 00

The total damage claimed is	-	-	-	-	4,393 00
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Which your petitioner respectfully represents as being justly due under the act of the legislature above referred to, and which he respectfully requests your committee to examine and allow.

Your petitioner would further represent that he has never in any way received any remuneration or pay from any one or any source whatever for the damage above referred to, nor does he expect any only from your committee. All of which is respectfully submitted.

WM. A. McDOWELL.

LECOMPTON, *Kansas Territory*, June 14, 1859.

TERRITORY OF KANSAS, *Douglas County*:

Personally appeared before me, David T. Mitchell, a notary public in and for the county and Territory aforesaid, Jacob G. Herd and William P. Caldwell, both of the county of Douglas, Kansas Territory, and both to me personally known to be the persons whom they represent themselves to be, and, after being duly sworn, they both depose and say: That they knew William A. McDowell in the spring of 1856; that he built, fitted up, and kept a hotel in the town of Lecompton, Kansas Territory, from the month of April to some time in the month of September, and that at various times large bodies of men, well armed, came to the said hotel while he, the said McDowell, was the proprietor of the same, and by force, and with curses and threats, took off such provisions and bedding as they wanted for their own use, and when refused or remonstrated with by the said McDowell they would break up and destroy whatever came in their way. They further state, under oath, that they have carefully read over and calculated the items enumerated in the above list of articles lost and stolen from the said McDowell, and that they know to a certainty that the said articles, and more, were lost or stolen from the said hotel, and that by force; that the said house was used as a prison-house, and while in such use it was damaged to such an extent as that whereas the proprietor was offered for it the sum of \$2,500 cash, he afterwards sold the same for the sum of only \$500, and the sale was made in a more prosperous time than that at which the offer was made to him of \$2,500 for the house; and further, that they were present when the said McDowell made full and satisfactory payment to the parties who sustained losses by having their trunks, books, &c., stolen; that they were well acquainted with all the circumstances, and know that the losses above referred to all grew out of what was commonly known as the Kansas war; that they know that the said McDowell used all his exertions to prevent any depredations on his property, but that they

were of no effect with the depredators; that among the things they saw taken away or damaged by those armed men were bedsteads, chairs, tables, a stove, table-ware, and other things suitable for a camp equipment; also mattresses and bed-clothes, flour, meal, and a quantity of meat, as also much meal flour, which was used very extravagantly, being fed to horses, &c.

JACOB G. HERD.
W. P. CALDWELL.

Sworn to and subscribed before me, a notary public in and for the county and Territory aforesaid, this the 14th of June, A. D. 1859.

[L. s.]

DAVID T. MITCHELL,
Notary Public.

LECOMPTON, *Kansas Territory*, June 14, 1859.

LECOMPTON, *Kansas Territory*, June 15, 1859.

To the honorable committee appointed by an act of the legislative assembly of Kansas Territory:

GENTLEMEN: Enclosed you will please find a claim of Mr. Wm. A. McDowell for damages resulting from and growing out of the Kansas war, which you will please examine, and inform me of your decision as soon thereafter as practicable.

I know Mr. McDowell, and knew him when he kept the hotel referred to, and I also know that he sustained a great loss by breakage and being robbed of furniture, provisions, &c., besides several large trunks of clothing and boxes of books which I have heard a dozen men speak of as being lost or taken from the said hotel.

Mr. Wm. P. Caldwell and Mr. Jacob G. Herd, his witnesses in this case, are both well known in the vicinity, and you may very safely rely on their statements as true. Mr. McDowell has just returned from a visit east, where he has been for over a year on business, and has just learned that he could put in his claim for damages. The house has been sold to Doctor Wood, in this town, who, as well as myself, is known to Mr. Hoogland, one of your committee, for five hundred dollars, and I know that they were offered at one time two thousand dollars for the same house, before the war.

Hoping to hear from you soon, I enclose an envelope, with directions, &c., and am very respectfully, &c.,

J. S. RUCKER.

In the matter of the petition of William A. McDowell.

Petitioner claims for use of and damages done to a building in Lecompton, in 1856, and for property taken from his hotel, &c. \$4,393 00

On the 20th day of June, 1859, E. Hoogland, commissioner, &c., informed James S. Rucker, esq., attorney for petitioner, that the proofs accompanying petition were not definite enough nor satisfactory to the board; that the evidence or oath of citizenship could not be considered as sufficiently affirmative to bring the case within the statute, and that it was desirable that petitioner appear personally before Commissioner Hoogland, at Tecumseh, during the current week, with additional witnesses to explain the claim for damages to house, &c.

And up to the 27th day of June, 1859, said petitioner has failed and neglected to appear or offer further proof as aforesaid in support of his said claim.

And upon personal inquiry by Commissioner Hoogland, it appears, by reliable information, that petitioner is not a citizen.

1. That said petitioner is, and for nearly three years past has been, a resident citizen of the State of Missouri; that his family are now residing in Missouri.

2. That the claim, if pressed, requires thorough investigation. The allegation of petitioner in regard to damages done to building is susceptible of contradiction, as Doctor J. N. O. P. Wood states that he purchased said building for five hundred dollars, including the lots; that that sum was all the building was worth; that petitioner was obliged to sell because he could not comply with his contract with the Lecompton Town Company in relation thereto, and the lots and buildings had become forfeited to said town company.

The claim is therefore rejected.

EDW'D HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

TECUMSEH, *June 28, 1859.*

No. 380.

REUBEN H. BURR *vs.* TERRITORY OF KANSAS.

Claim—Commissioners' court.

Reuben H. Burr would respectfully represent: That he is a citizen of the United States; that he moved into the Territory of Kansas in the month of May, A. D. 1856, with his family, consisting of a wife and five children; that he settled in the neighborhood of Hickory Point, in Douglas county; that he is now a resident of Falls Township, Chase county, Kansas Territory; that on the night of the 20th of July, A. D. 1856, during the troubles of that year, he was robbed of the following property, to wit:

One medium bay horse, 16 hands high, 6 years old, worth	\$200 00
One bright bay mare, white blaze in face, two light hind feet, 16 hands high, 6 years old, worth.....	200 00
Total.....	400 00

That on the account of the taking of said horses he was thrown out of employment; that he was at the time breaking prairie at four dollars per acre, and was breaking with said horses at the average rate of one acre per day; that he lost at least three months' work at breaking, and was in consequence damaged to the amount of two hundred dollars; that the whole amount of damage sustained was six hundred dollars; that this claim was in substance presented to H. J. Strickler, to which evidence your commission is referred; that since the presentation of said claim to the said Strickler, one of his witnesses, Margaret Ellen Vancleave, has deceased; that Samuel Bradbury, another important witness not examined before, is also deceased; that the prices fixed upon said horses were their market value at that time; that the amount of damages claimed is low, and less than actual damages; that therefore he asks an award of six hundred dollars. He further says that said horses were taken without his consent, June 7, 1859.

REUBEN H. BURR.

TERRITORY OF KANSAS, *Chase County, ss:*

Reuben H. Burr, being duly sworn, says, upon his oath, that the matters and things set forth in the above statement, and the statements made, are true in substance and in fact.

REUBEN H. BURR.

Sworn to before me and subscribed in my presence this June 7, 1859.

[L. s.]

SAMUEL N. WOOD,

Notary Public, Chase County, Kansas Territory.

William H. Vancleave, being duly sworn, says on his oath: That he is twenty-six years old; that he has read the above petition or statement, and is acquainted with Reuben H. Burr and the matter and statement set forth in the above petition, and knows the statements to be true in substance and in fact.

WILLIAM H. VANCLEAVE.

Sworn to before me and subscribed in my presence this June 7, 1859.

[L. s.]

SAMUEL N. WOOD,

Notary Public, Chase County, Kansas Territory.

Petition of Reuben H. Burr, of Douglas county, Kansas, for damage sustained during the late difficulties, under act of the legislative assembly, and act supplementary thereto, both passed and approved February 22, 1856, providing for the auditing and certifying of all claims for damages arising out of the difficulties in this Territory.

The petitioner respectfully represents: That he is a resident of Douglas county, Kansas Territory; that he came into the Territory and settled upon the northwest quarter of section number (25) twenty-five, township (14) fourteen, range (19) nineteen, in said county of Douglas, on or about the 3d day of May, 1856; that he has lived upon the claim above described up to this time; that he was, at the time he settled upon the claim aforesaid, the owner of two certain horses of the following description, that is to say: one a large medium bay gelding, about sixteen hands high, six or seven years old, with heavy mane and tail; the other a large mare, of a bright bay color, about sixteen hands high, two white hind feet, and half of one fore foot white, and a blaze in the face; six years old. The said horses were of great value to this petitioner, to wit: of the value of four hundred dollars; that is, two hundred dollars for each horse. That on the 20th of July, at night, some person or persons unknown to this petitioner took and carried away the said horses, and they became to him a total loss. That due diligence was used by this petitioner to reclaim said horses, but he was not and has not been able to find them, or either of them, up to this period.

The petitioner further represents that at the time the said horses were taken there was an encampment of militia at Bull creek, under, as he is informed and believes, the command of General Stringfellow: that this petitioner followed the said horses on their tracks in that direction, and believes that the said horses were taken by some person or persons belonging to the camp aforesaid.

The petitioner further represents that the horses aforesaid were taken during the difficulties in this Territory; that he has received no compensation, either in whole or in part, for the loss of said horses.

The petitioner further states that at the time the horses aforesaid were taken from his premises he was breaking prairie on his claim aforesaid; that he was able to break an acre per day, which was worth to him, the said petitioner, four dollars per acre; that in consequence of the loss of the horses aforesaid the said petitioner sustained damages to the amount of two hundred dollars; that he was not able to purchase another team, and therefore the work that might have been done, had not the horses aforesaid been stolen from him, was not done, to his damage as aforesaid; that he had no other team by which said labor could be accomplished.

The petitioner thereupon asks of this commissioner that his demand and claim for damage to the amount of six hundred dollars be allowed.

REUBEN H. BURR.

Sworn to and subscribed before me, at my office in Lawrence, said county of Douglas, this 12th day of November, A. D. 1857.

[L. S.]

E. D. LADD,
Notary Public.

Deposition of William H. Vancleave in support of the claim of Reuben H. Burr, before the commissioner for auditing and certifying all claims for damages arising out of the late difficulties in this Territory.

William H. Vancleave, being duly sworn, deposes and says: That he is acquainted with the petitioner, Reuben H. Burr; that he has been acquainted with said petitioner since May, 1856; that the said Burr resides, and has resided since May, 1856, in Douglas county, Kansas; that the said Burr was at that time the owner of two horses; they were bay color, one a mare and the other a horse; the mare had a blaze in the face; the horse was bay—both of large size, about sixteen hands high; they were worth \$200 each. The deponent further says that on or about the 20th of July, 1856, these horses were taken from the premises of Mr. Burr; that it was in the night time; that at the time the said horses were so taken there was an encampment on Bull creek, about eighteen miles from the place of the petitioner, and this deponent believes this camp was of the territorial militia, and under the command of General Stringfellow. The deponent further says that the said horses were taken, as he believes, by some person or persons unknown to him belonging to the said company of militia, or by some marauding party that at that time infested the Territory. The deponent further says that the horses aforesaid were taken during the late difficulties in this Territory. The deponent further says that the petitioner was at the time the horses aforesaid were taken breaking prairie with them; that a day's work for an ordinary team is from an acre and a quarter to an acre and a half per day; that it is worth about four dollars per acre to break prairie; that breaking may be done as late as the first of November; that this petitioner, in this year of 1856 and of July of that year, was obliged to suspend work on account of the loss of the horses aforesaid; that this deponent believes that the loss of the said horses was a damage to this petitioner of seventy days' work; that the damage, he believes, would be and is \$200. This deponent further says that the petitioner had, at the time the said horses were stolen from him, no other breaking team. Further this deponent saith not.

WILLIAM H. VANCLEAVE.

Margaret Ellen Vancleave, being duly sworn, deposes and says: She is acquainted with the petitioner, Mr. Burr; that he is her father; he moved into the Territory in May, 1856, and lives in Douglas county; that she lived in the summer of 1856 in Douglas county, in said Territory; that on or about the 20th of July of that year this petitioner owned, and for some time prior thereto, a pair of bay horses of large size; that the said petitioner had no barn, and was in the habit of tying his horses to a stake driven into the ground on the prairie; that the said horses, on the night of the 20th of July aforesaid, were so tied out; that on the morning of the 21st of July this deponent went out upon the prairie to the place where the said horses were tied the night

before, and saw that the ropes with which the said horses were tied were cut close to the stake which was driven into the ground. This deponent further says that these horses were taken during the difficulties, and she verily believes by some of the marauding parties that were then depredating upon the property of the people of this Territory. Further this deponent saith not.

MARGARET ELLEN ^{her}+ VANCLEAVE.
mark.

The foregoing deposition of William H. Vancleave and the above deposition of Margaret Ellen Vancleave were respectively sworn to and subscribed before me this 12th day of November, A. D. 1857, at my office in Lawrence, Kansas.

E. D. LADD, *Notary Public.*

In the matter of the petition of Reuben H. Burr.

The petitioner claims in this case for the loss of a span of horses	-	-	-	-	-	-	-	\$400 00
Damages	-	-	-	-	-	-	-	200 00
								<u> </u>
The loss of the horses is proven, and the value established by the proof at	-	-	-	-	-	-	-	400 00
The claim for damages is inadmissible.								
Add to allowance interest on same, 2½ years, at 6 per cent.	-							60 00
								<u> </u>
Total award	-	-	-	-	-	-	-	460 00
								<u> </u>

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

JUNE 20, 1859.

No. 381.

KANSAS TERRITORY, *Leavenworth County, ss:*

To the honorable board of commissioners appointed under an act of the legislature to audit and adjust claims:

Your petitioner represents that he is a resident citizen of Kansas Territory, and has been ever since December, 1855. On the 1st day of September, 1856, he was at the house of William Phillips, and was taken prisoner by an armed posse under command of Captain Emery. He was detained four days, and then forced to go on board the David Tatum, and sail with her to St. Louis. After an absence of seven months, your petitioner returned to Leavenworth, and on visiting his

shop found that his watch materials, amounting to \$300 or \$350, had been taken, together with his custom watches, on which was due \$189 25. Your petitioner further represents that he has never recovered any of this aforesaid property, nor any compensation for it. Your petitioner therefore prays that your honorable board will allow him the sum of \$539 25, with interest, this being the amount of his said loss.

W. HALLER.

Sworn to before me this 17th day of June, 1859.

EDWARD HOOGLAND,
Commissioner.

LEAVENWORTH COUNTY, ss :

Scott J. Anthony, being duly sworn, saith : I am a citizen of Leavenworth City, and have been such ever since May, 1855. Am acquainted with petitioner ; he is a jeweller and watchmaker. In 1856 he was engaged in such business in Leavenworth, and had his shop or place of business at the corner of Second and Delaware streets from March, 1856, till 1st September, 1856, when he was driven away from the city by armed parties of pro-slavery men, as I have always understood and believe. During that period I occupied the same shop with him, I being engaged in the mercantile and jewelry business also. In June or July, 1856, I sold Haller a bill of jewelry goods and watch materials, amounting to over \$130, and at the same time I know that he had on hand in his said shop a much larger amount of similar goods and materials, besides his watch tools and working implements. During the months of July and August he used and disposed of but a very small portion of his said stock, so that I believe that on or about the 1st of September aforesaid his stock of jewelry, watch materials, and tools were worth, collectively, about \$400. I left Leavenworth on the last day of August, 1856, and returned about the 1st October following, I feeling impelled by existing circumstances and the anarchy and warfare that then prevailed to leave my said place of business for personal safety. When I returned there was none of his jewelry or materials in the shop, and I have never seen any of said stock or tools in his possession since. Haller was absent from Leavenworth till some time after my return.

SCOTT J. ANTHONY.

Sworn to before me June 17, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of William Haller.

Petitioner claims for property, jewelry, watches, and tools that he was obliged to leave in his jewelry shop in Leavenworth in September, 1856, when he was put on board a steamboat and compelled to leave the city by the pro-slavery men, \$539 25.

The proof authorizes an award in favor of petitioner for	-	\$400
Add interest, two and a half years, at 6 per cent.	-	60

Total award	-	-	-	-	-	460
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EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JULY 1, 1859.

No. 382.

AUGUSTUS M. SATTIG, plaintiff, vs. TERRITORY OF KANSAS, defendant.

PETITION.

To the honorable board of commissioners sitting in said Territory for the adjustment of claims for losses sustained during the troubles from the 1st day of November, 1855, to the 1st day of December, A. D. 1856:

Your petitioner would respectfully state unto your honorable board that he came to the city of Leavenworth, in said Territory, during the month of May, A. D. 1855, and now is and has been a citizen of said Territory ever since. He further states that he was, on the 1st day of September, A. D. 1856, compelled to leave this city by an infuriated mob of pro-slavery men, in order to avoid the loss of his life, and compelled to abandon his property in said city. He further states that when he left he was the owner of certain goods and chattels of the value of two hundred and thirty dollars, a statement of which is hereto annexed, marked A, and made a part of this petition. He further states that during his absence, to wit: three weeks, on the account before stated, said goods and chattels named in said statement mentioned were taken away and destroyed by a mob of ruffians said to belong to the pro-slavery party.

Wherefore he prays that he may be allowed the said sum of two hundred and thirty dollars as damages for the injuries hereinbefore stated.

DELAHAY, DUGGER & GALLAGHER,
Attorneys for Petitioner.

KANSAS TERRITORY, *Leavenworth County, ss:*

Augustus M. Sattig, being duly sworn, says that the facts or matters and things contained in the foregoing petition are true in substance and in fact.

AUG. M. SATTIG.

Subscribed and sworn to before me this 13th day of June, A. D. 1859.

HENRY J. ADAMS,
Commissioner.

A.

Statement of goods and chattels left in the city of Leavenworth, Kansas Territory, by Augustus M. Sattig when he was driven from his home on the 1st day of September, A. D. 1856, and which were destroyed or carried away by the pro-slavery party.

2 revolvers, worth each \$20 -	-	-	-	-	40 00
1 bowieknife, worth	-	-	-	-	2 50
10 cords of wood cut up, at \$7 per cord	-	-	-	-	70 00
5 boxes cigars, at \$3	-	-	-	-	15 00
1 keg (\$1 50) peach brandy, 10 gallons, at \$4	-	-	-	-	41 50
1 keg (\$1) Cognac brandy, 5 gallons, at \$3	-	-	-	-	16 00
2 kegs powder, at \$10	-	-	-	-	20 00
1 stove, fixtures, and cooking utensils	-	-	-	-	20 00
50 lbs. lead -	-	-	-	-	5 00
					<hr/>
					230 00
					<hr/> <hr/>

In the matter of the petition of Augustus M. Sattig.

TESTIMONY.

David C. Piquett, being duly sworn, says: I have known Mr. Sattig since the spring of 1856. He was living on the levee in this city, (Leavenworth,) keeping a grocery store. I was living in the next house south of him. He was nominated by the free-State party as their candidate for mayor at the election which was to take place on the first Monday in September, 1856. He was threatened by the pro-slavery party, and I think if he had stayed it would have been at the imminent risk of his life. He had to leave without making any arrangements to protect his property. I do not know particularly what property he left, but he had a large pile of wood on his lot. He had to leave his goods just as they were in his store. They were actually in pursuit and hunting him when he left, and he barely escaped as it was. I was driven away at the same time, and could not know what

they did with his property after he left. I do not know that he kept any clerk.

D. C. PIQUETT.

Sworn by me this 14th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

James S. Weethee, being duly sworn, says : I have lived more than three years in Leavenworth, Kansas Territory. I was living here in the summer of 1856. Augustus M. Sattig was living during the summer on the levee, between Cherokee and Choctaw streets. He is still living in this city. He was keeping a grocery store in 1856. About the first day of September he was obliged to leave; the pro-slavery men had threatened to hang him, and were hunting him when he left. They had entire control of the town, and no person could oppose them, either by words or actions, without endangering their lives. I was making a coffin on the opposite side of the street from where Mr. Sattig lived for a man who had been shot the day before. I saw the pro-slavery men take possession of his store and place a guard over it. He had no time to provide for the security of his property. He kept no clerk at that time. I have no means of knowing whether they took his property. I left the next day myself. I know he had a number of cords of wood on his lot. It was a large pile. I had heard pro-slavery men threaten Mr. Sattig with several others with hanging. I heard him say before he left that they had taken away his arms. I urged him then to leave at once, and told him they would hang him if he stayed.

JAMES S. WEETHEE.

Sworn to before me this 17th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Augustus M. Sattig.

Augustus M. Sattig, being duly sworn, says: I am the petitioner in this case; I have resided in the city of Leavenworth since May 1, 1855. In the summer of 1856 I was keeping a grocery store on the levee, between Cherokee and Choctaw streets. On the first Monday of September of that year Captain Fred. Emery, with about one hundred armed and mounted men, came to my place and formed in front of my store; twelve of them dismounted and came to my door; the front of my store was an open front, so that I could see them as they came up. The door was locked. The disorders in the town and country were so great that it was dangerous to keep a store open, and I had kept my

store closed for several weeks. The twelve men above mentioned rapped at my door several times. Mr. Weethee had just informed me that Mr. William Phillips had been killed, at his house, in another part of the town. As I opened the door, the twelve men, under the charge of Andrew Hogan, who, I understood, was first lieutenant of the company, levelled their arms at me. Hogan put his pistol to my breast; his pistol was cocked; he put the muzzle to my shirt, so as to leave the stain of powder on my shirt-bosom. I asked him what he wanted. He said he wanted my arms and what ammunition I had in the store. I had a revolver in my belt and a bowie-knife in the breast pocket of my coat, both of which they took, and then went into my family rooms, in the back part of the building, and found and took another revolver, there hid under the pillow of my bed; they then passed out into the store-room. Hogan ordered his men to take the powder and lead; they did so; the two kegs of powder was standing on the top shelf. The men then passed out of the store. I talked a few minutes with Hogan; I inquired of him if Phillips was killed; he stated that he was, and that they had killed him. Prior to this time—I think on the Friday preceding the robbery of my store, that being on Monday—I was called on by Dr. W. S. Catterson, as a friend, who informed me that he was one of the vigilance committee, and that at a meeting of said committee it had been determined to kill me, and urged me to leave with my family for safety, and advised me to decline being a candidate for mayor of the city, having been nominated as a candidate for that office. I at the time inquired of Hogan what they intended to do with me. He gave me to understand that if I left in a few minutes it would be all right, and if I did not, he could not tell what would become of me. I did leave, immediately after the party left the store, with my wife and child, and took refuge in a corn-field on the Manny reserve, where I was compelled to remain for three weeks. When I left, I left all my property and goods in my store and house. After an absence of three weeks I returned to Leavenworth, and found that in my absence the wood, cigars, peach brandy, cogniac, stove and fixtures, and cooking utensils, mentioned in the bill attached to the petition, had been taken and destroyed. The wood had been burned up by the men who were encamped in Mr. Picket's house, near my store. I remained at home one night, and in the morning following I was called on by Colonel Clarkson, Captain A. B. Miller, W. S. Murphy, Lewis Burns, Jack Henderson, and a number of others not now recollected, who handed to me the following notice:

“MR. SATTIG—SIR: You are hereby notified to leave this Territory immediately, never again to return. So take heed, or you will be waited upon by the regulators when least expected.

“REGULATORS.”

This notice was handed to me about one o'clock on Sunday morning. I called on Mayor Murphy, and desired him to give me protection; he stated he could do nothing for me. I left forthwith and went to Fort Leavenworth, where I remained one week. At the end of that time, Governor Geary arrived and issued his proclamation, requiring

all armed bodies of men to disperse, and order was partially restored, and I again returned home. This armed mob still remained in the house of Mr. Picket, near mine, and was very annoying, my wife being sick of bilious fever. I sent to Governor Geary to have them disarmed and dispersed, but they remained there until after the October election. After voting, they left. All the property set forth in the schedule was entirely lost to me, and that the articles were well worth all that is charged for them.

AUGUSTUS M. SATTIG.

Sworn to before me this 17th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Augustus M. Sattig.

Petitioner claims in this case for loss of property	-	-	\$230	00
The proof is sufficient to justify an award for the whole claim.				
Interest	-	-	34	50
Total award	-	-	264	50

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

No. 383.

To the commissioners of claims under act of February 7, 1859:

The undersigned, Eli M. Mackemer, being duly sworn, saith: That he is a citizen of Kansas, and resides near Leavenworth City, (within three miles;) that he has been a citizen of Kansas since September 18, 1855; that he has sustained loss and damage by the taking, (without his will or consent,) use and detention and destruction of his property, during the disorders which prevailed in Kansas from November 1, 1855, till December 1, 1856. A just, true, full and particular account of which, with the facts and circumstances attending the same, were filed before Hon. H. J. Strickler, late commissioner of claims, (which papers and testimony are hereto annexed,) to which reference is requested, as part of this petition.

Deponent further saith that he hath never received any compensation for his said property, so taken, used and destroyed, nor recovered anything therefor. He, the deponent, therefore asks that he may be awarded compensation for said losses, according to the tenor of said proofs so submitted.

ELI M. MACKEMER.

TERRITORY OF KANSAS, *Leavenworth County, ss:*

Eli M. Mackemer, the above named petitioner, being duly sworn, saith: The statements contained in the above petition are true.

ELI M. MACKEMER.

Sworn before me June 18, 1859.

SAMUEL A. KINGMAN,
Commissioner.

To Henry J. Strickler, territorial commissioner for auditing claims under the act of territorial legislature of February 23, 1857:

The petition of Eli M. Mackemer represents that: Whereas, from difficulties originating in political affairs in the Territory of Kansas, the governor thereof, by proclamation, called upon the militia of the Territory to aid him in maintaining the supremacy of the laws, and in obedience to said proclamation the Delaware company of Kansas militia were mustered into service and under Captain S. F. Hollingsworth proceeded to Lecompton. That by order of the officers of said company your petitioner's team of two horses and driver were taken and necessarily used in the transportation of men and baggage from Delaware City to Lecompton—to his loss and damage. And that a horse was also necessarily used and required for a similar purpose and grievously injured by T. J. Tinin, of Captain Dunn's company, at the requisition of the captain of his company, for which he claims as follows, to wit:

To use of two horse team and driver and expenses of, from

August 17 to September 21, 1856	-	-	-	-	-	\$140	00
To one horse thirty days, at \$1	-	-	-	-	-	30	00

170 00

E. M. MACKEMER.

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

John Stigers and Ellis L. Mackemer, being duly sworn according to law, says: That the Delaware company of Kansas militia mustered into service in obedience to the call of the governor and proceeded to Lecompton, and Captain Dunn's company also; that the two-horse team of E. M. Mackemer was, on the requisition of Captain Hollingsworth, taken and used to carry baggage to Lecompton for thirty-five days as above stated, and that four dollars is only a just charge for the use thereof; and that J. T. Tinin, also, necessarily used one horse for thirty days at least, in the military service of Captain Dunn's company, under the orders of Captain Dunn, belonging to said E. M.

Mackemer, and nearly destroyed said horse in the service, and that one dollar per day is a just charge for the same.

J. STIGERS.

E. L. MACKEMER.

Sworn to and subscribed before me October 28, 1857.

H. J. STRICKLER.

In the matter of the petition of Eli M. Mackemer.

The petitioner in this case claims \$170 for services of a team and one horse for thirty-five days in the territorial militia.

The commissioners are clear that by the law under which they are acting they are not authorized to make awards for services either of men or teams, and therefore make no award in this case.

HENRY J. ADAMS.

SAM'L A. KINGMAN.

EDW'D HOOGLAND.

JUNE 21, 1859.

No. 384.

In the matter of the claim of Franklin G. Adams.

PETITION.

'TERRITORY OF KANSAS, *County of Atchison, ss:*

To the board of commissioners for the adjustment of claims:

Petitioner, Franklin G. Adams, says: That in the month of September, A. D. 1856, he resided in Leavenworth county, Kansas Territory; that he was the owner of, and in possession of, two valuable shot-guns, to wit: of the value of fifty dollars, and one Colt's revolver, of the value of twenty-five dollars. Petitioner says that on or about the 3d day of September aforesaid, a large number of armed horsemen came to his residence aforesaid, and with force and violence took away and carried off said shot guns and revolver, giving no compensation therefor whatever, and petitioner says that he has never since received any compensation therefor, and that his only means of relief in the premises is through your honorable board: Wherefore your petitioner asks that a certificate be awarded him for seventy-five dollars, the value of said shot-gun and revolver, together with damages.

FRANKLIN G. ADAMS.

Sworn to before me this 16 day of June, 1859.

HENRY J. ADAMS,

Commissioner.

Harriet E. Adams, being duly sworn, says: I am the wife of the petitioner. He has resided in Kansas since the spring of 1856, and now resides in Atchison county, Kansas Territory. During the summer of 1856 he lived about one and a half mile from the city of Leavenworth. On or about the 3d day of September, of that year, a party of nine armed men, led by one Andrew Hogan, came to our house. The man who appeared to be their leader, and whose name I afterwards learned, was Hogan. Asked if Mr. Adams lived there. I told him he lived there, but that he was not at home. He said he thought he was there; he thought he saw him as he passed the garden. He then ordered three men to dismount and search the house for Mr. Adams, and for arms and ammunition. They found two double barrelled shot-guns, one up stairs and one down, and one Colt's revolver. I think it was a six-inch revolver. It was an old man who found the revolver, and when he found it he stepped to the door and said: See here, boys, what I have got. Hogan stepped up to him and told him he would have to give that up when they got down town. He replied that he guessed he knew. They took all these arms off, with some ammunition which they found. They said they were sent there by the law and order party. I think they hunted for Mr. Adams for a quarter of an hour, and jumped on the floor and asked if there was a cellar under it. As they left they said the arms should all be returned. They never were, to the best of my knowledge, nor did they ever make any compensation. My husband's father and brother were staying with us and my husband was absent at this time, accompanying his brother to a neighbor's, where a teamster had promised to take him to the fort. They had been gone from the house about fifteen minutes when these men came up.

HARRIET E. ADAMS.

Sworn by me this 16th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

Joseph Adams, being duly sworn, says: I am the father of Franklin G. Adams, the petitioner. I have heard the testimony of Harriet E. Adams read and concur in the statement which she has made. I was present at the time and saw all that transpired when Hogan and his party came to the house. Hogan ordered them to search close. They searched up stairs and under the beds, in chests and closets. They took away two double barrel shot-guns and a valuable revolver. The guns, I think, were worth fifty dollars.

JOSEPH ADAMS.

Sworn by me this 16th day of June, 1859.

HENRY J. ADAMS.

In the matter of the petition of Franklin G. Adams.

The petitioner claims for loss of property - - - -	\$75 00
And substantiates his claim by proof sufficient.	
Add interest, 2½ years, at 6 per cent. - - - -	11 25
	<hr/>
Total award - - - - -	86 25
	<hr/> <hr/>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 20, 1859.

No. 385.

To the commissioners appointed under the act of the territorial legislature of Kansas, approved February 7, 1859, to provide for adjusting claims for damages for the loss of property arising out of the disorders in the Territory, between the 1st day of November, 1855, and the 1st day of December, 1856.

Your petitioner, Elizabeth Arneth, executrix of Thomas B. Arneth, deceased, respectfully represents: That the intestate in his lifetime was a citizen of the Territory, and was so from about the year 1854 to the period of his decease. That in the year 1856 he was the legal owner and in possession of the following property to wit: twelve and a half acres of corn, of the value of \$562 50; one horse, saddle, bridle, blanket, and martingale of the value of \$150; 900 heads of cabbage of the value of five cents each, \$45; pork to the value of \$25; potatoes of the value of \$25; turkeys and chickens of the value of \$5; and that the aforesaid property was taken, used, and destroyed, as the petitioner is informed and believes, by a part of the Kansas militia, in August, 1856, which militia was called into service by order of Acting Governor Daniel Woodson; and that the deceased in his lifetime never received any compensation therefor or recovered any part of the property.

Your petitioner would further represent: That the claim was formerly presented by the deceased in his lifetime to Hiram J. Strickler, esq., a former commissioner for settling and adjusting claims, your petitioner asks that the testimony on file before said Strickler be admitted by the present board in support of the present application. A statement of the losses, made out by the deceased in his lifetime, is hereto attached and made part of this petition.

ELIZABETH ^{her} × ARNETH.
_{mark.}

Sworn by me this 3d day of June, 1859.

HENRY J. ADAMS,
Commissioner.

The Territory of Kansas to Thomas B. Arneth, Dr.

In the year of our Lord, 1856. To 12½ acres of corn used at Fort Scott by the militia, ordered out in the service of said Territory, under order of Governor Woodson, bearing date of the 25th August, 1856.

Twelve and one half acres, at 45 bushels per acre, making			
562½ bushels of corn, at \$1 per bushel	-	-	\$562 50
To one horse, bridle, saddle, blanket, and martingales	-	-	150 00
To 900 cabbage, 5 cents each	-	-	45 00
To pork used	-	-	25 00
To potatoes	-	-	25 00
Poultry, turkeys, and chickens	-	-	5 00
			802 50
			802 50

TERRITORY OF KANSAS, County of Bourbon, ss :

Petition of T. B. Arnett of the county and Territory aforesaid, under an act of the Territorial legislature entitled "An act to provide for the auditing of claims," approved February 23, A. D. 1857.

I, T. B. Arneth, of the county and Territory aforesaid, represent unto the honorable commissioner: That on or about the 1st of September, A. D. 1856, I furnished to the territorial militia under command of Captains Barnes and Boggess, called into service by a proclamation of the acting governor, the articles mentioned in the schedule hereto annexed and made a part of this petition. That all of said articles were absolutely necessary to the sustenance and thorough outfitting and equipping of said militia; that they were ordered out for the defence of the Territory during the insurrection and rebellion.

That for said necessaries your petitioner has never received any compensation or indemnity.

THOMAS B. ARNETH.

Sworn to and subscribed before me this 13th day of October, A. D. 1857.

Territory of Kansas to T. B. Arneth, Dr.

Sept. 1, 1856. To 12 acres of corn, 40 bushels per acre, at			
\$1 per bushel	-	-	\$180 00
To one horse, appraised at	-	-	100 00
To six hogs, at \$10 per head	-	-	60 00
To hay, \$25; potatoes and other vegetables,			
\$20	-	-	45 00
To two saddles, at \$7 50	-	-	15 00
To one saddle, bridle, and martingales	-	-	14 00
			714 00
			714 00

THOMAS B. ARNETH.

FORT SCOTT, BOURBON COUNTY, K. T.,
October 1, A. D. 1857.

Petition of Thomas B. Arneth, sworn to and subscribed before the commission, submitted and read.

B. F. Hill, being duly sworn, says: That he knows the petitioner, Thomas B. Arneth; That he had two fields of corn destroyed and used by Kansas militia, as stated in the petition of the said Arneth just read in my presence; I know that the horse stated in schedule was in the service of said militia, and I suppose was lost, not being returned; it was valued at \$100. I helped to butcher two of said hogs for Captain Barnes's company, to which I belonged. They were worth \$7 50 per head. Mr. Arneth is a citizen of Bourbon county, Kansas Territory.

B. F. HILL.

James S. Hill, being duly sworn, says: That he is acquainted with Thomas B. Arneth, and that he is a citizen of the county of Bourbon, Kansas Territory. I believe that the hay charged in the schedule of the said Arneth was worth about \$25, and that the same was used and destroyed by the Kansas militia under command of Captain Barnes, as stated in petition of said Arneth.

J. S. HILL.

CITY OF LEAVENWORTH, K. T.,
June 20, 1859.

I certify that the foregoing depositions of B. F. Hill and J. S. Hill are correctly copied from the record of H. J. Strickler, esq., late commissioner for auditing and adjusting claims now on file with the present board of commissioners.

WILLIAM SPENCER,
Clerk Board of Commissioners.

In the matter of the petition of Thomas B. Arneth's administratrix.

Petitioner claims for property, &c., furnished by him to the					
territorial militia	-	-	-	-	- \$802 50
					<u> </u>

The original petition before Strickler, signed by deceased, precludes an award in favor of present claimant under existing law. No evidence that the petitioner is administratrix.

EDW'D HOOGLAND.
 SAM'L A. KINGMAN.
 HENRY J. ADAMS.

JULY 1, 1859.

No. 386.

To the honorable commissioners appointed by the governor and legislative assembly of the Territory of Kansas, according to an act entitled "An act for the payment and adjustment of claims," approved February 7, 1859:

I will present the following petition for allowance:

About the 1st of September, 1856, whilst absent from home, my fence was thrown down and about thirty acres of corn taken or destroyed; at the lowest calculation it would yield ten bushels per acre.

Three hundred bushels corn, at 75 cents per bushel	-	\$225	00
Seven head of hogs taken or destroyed, damages	-	-	7 00
About 18 fowls, damages	-	-	2 25
One bee stand taken, damages	-	-	4 00
Total	-	-	<u>238 25</u>

ETNA ECART.

Sworn to and subscribed before me this 3d day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Etna Ecart.

COUNTY OF BOURBON, ss:

Thomas Wickham, being duly sworn, deposeth and saith: That he is acquainted with the petitioner, Etna Ecart; that he is a citizen of Kansas Territory, and has been since the fall of 1855; that in the year 1856 he was the owner of 30 acres of corn; he was then residing on the waters of the Little Osage, about ten miles west of the Missouri State line, in the county of Bourbon—about the 1st of September, 1856. The country was invaded by bands of armed men, under the command of General Clark and others, who were engaged in burning houses, destroying property, robbing, and laying waste the country generally. They were, at the time spoken of, on Sugar creek, about eight miles west of petitioner's claim. I was, at the time, living with him, and he was compelled to leave the country and go into the State of Missouri for safety. I returned in about three weeks to look after the hogs and other property of the petitioner; before I reached the claim of petitioner I was taken prisoner by an armed band, which was at that time encamped about two and a half miles from the claim, under the command of one Zumalt; I was kept a prisoner for about half a day, and released under promise that I would go immediately back to Missouri. After being released I went to the claim of the petitioner in the night, before going back to Missouri. I found the fences thrown down, and from appearance was done by hand; the

corn was partially destroyed at that time; I cannot say positively whether the hogs were gone or not. I returned again in some seven or eight weeks after the time of first leaving; the petitioner, Mr. Ecart, had got back a few days before me; the country had then become more quiet, and most of the bands had left the country or become dispersed; the corn was then entirely destroyed; the hogs were gone; the chickens and stand of bees were also gone; I think there was over ten bushels of corn to the acre; it was worth at least 75 cents per bushel; the seven head of hogs were worth \$1 each; the 18 fowls were worth 12½ cents each; the stand of bees was worth \$5.

THOMAS WICKHAM.

Sworn to and subscribed before me this 3d day of June, 1859.

HENRY J. ADAMS,
Commissioner.

Etna Ecart, the petitioner, being duly sworn, deposeth and saith: That in September, 1856, he was the legal owner of the property set forth in his petition; that on or about the first of that month he was compelled to leave his home on the waters of the Little Osage, in Bourbon county, and seek safety, with his family, in the State of Missouri. The country was infested and overrun by armed bands of marauders, under the command of General Clark and others; that when he was thus compelled to abandon his home he left his corn undisturbed; his hogs, fowls, and bees were left on his claim; that as soon as he could, with any safety, he returned to his claim, which was about seven weeks after leaving; on his return he found the fence thrown down and hogs in the field; the corn all destroyed; there was a few scattering ears of corn through the field, but it was worthless; none of it was saved; the chickens all gone; the honey had been taken out of the hive; the bees killed with fire; seven of his hogs were gone; the corn was worth \$225; it would have yielded at least ten bushels per acre, and corn was worth 75 cents to \$1 per bushel; the hogs were worth \$1 each; the chickens were worth 12½ cents each; the bees were worth \$5; I would not have taken that for them.

f

ETNA ECART.

Sworn to and subscribed before me this 3d day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Etna Ecart.

Petitioner claims in this case for loss of property	-	-	\$238	25
The board award the whole claim, and interest, 2½ years, at 6 per cent.	-	-	-	35 75
Total award	-	-	-	274 00

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 22, 1859.

No. 387.

To the commissioners appointed under the act of the legislature of the Territory of Kansas to provide for the auditing and adjusting claims for damages sustained by reason of the disturbances in said Territory between the 1st day of November, 1855, and the 1st day of December, 1856 :

Your petitioner, Hiero T. Wilson, represents: That he is a citizen of the Territory, and has been since the year 1843; at the time he settled he was appointed a sutler to the United States army, and has been a citizen ever since; that in the year 1856 he was the legal owner of the property set forth in the schedule hereto annexed and made part of his petition.

Your petitioner would further represent that in the months of August and September, 1856, the property mentioned in said schedule was lost to him in the following manner: The country was in a state of civil war, and men were assembled under arms, and violence and lawlessness prevailed; during these troubles and disorders requisition was made on him (he being a merchant in Fort Scott) for goods, provisions, &c., and was compelled to furnish or submit to be robbed of that and much more. Towards the close of the troubles he was compelled to remove his goods from the Territory, or submit to greater loss. He asks that the commissioners award to him the amount of his losses and damages.

Your petitioner would further represent, that in the year 1857 he presented a claim for losses to General H. J. Strickler, commissioner for adjusting claims for losses during said difficulties, and he would refer the commissioners to the proofs taken before said Strickler in support of his present claim. He would also state that the present claim embraces items not included in the claim presented to said Strickler, and which items, at the time of the presentation of said claim to the said Strickler, were not then known to your petitioner.

H. T. WILSON.

Sworn to and subscribed before me this 4th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

TERRITORY OF KANSAS, *County of Bourbon, ss:*

Petition of H. T. Wilson, of the Territory and county aforesaid, under an act of the territorial legislature entitled "An act to provide for the auditing of claims," approved February 23, 1857.

I, H. T. Wilson, of the county and Territory aforesaid, represent unto the honorable commissioners: That on, from and after, the 22d day of August, A. D. 1856, when this portion of the Territory was in a state of great excitement, occasioned by the armed bodies of men, under two different leaders, traversing the country and committing forays upon the property of peaceable citizens, an armed body of men entered the storehouse of your petitioner, in the village of Fort Scott, and took and carried away all of the articles itemized, and of the values stated in the schedule annexed to this petition, and made a part thereof. Said articles were taken against my will; but being powerless to resist, and believing that it would subject me to greater injuries and damages to resist, I was forced to submit quietly. That during said month of August two companies, under the lead of Captains Barnes and Boggess, called into service by a proclamation of Acting Governor Woodson, took and carried away from my premises nine head of beef cattle, which were butchered and used for the sustenance of said companies; said cattle were of the value stated in said schedule—\$180. That on or about the 25th of said month of August an armed body of men, under the lead of one Captain Brown, of the northern army, took and carried away, with force and arms, from the possession of my authorized agent, in the pursuit of lawful business, one horse, saddle, and bridle, valued at \$125, and also one gun, worth \$40, as per schedule. That, fearing other and further losses, I was thereby forced to remove, and did remove my entire stock of goods, wares, and merchandise, out of this Territory into the State of Missouri for greater security; that the costs, charges, and expenses necessarily incurred in so doing amounted to the sum of \$309, as per schedule. Your petitioner would respectfully further represent, that for the above stated losses and expenses, or any part thereof, he has never received any compensation or indemnity, nor is there any means of recovering the same known to your petitioner.

H. T. WILSON.

Sworn to and subscribed before me this 12th day of October, A. D. 1859.

H. J. STRICKLER.

SCHEDULE ANNEXED TO PETITION OF H. T. WILSON.

Territory of Kansas to H. T. Wilson, Dr.

1856.			
Aug. 22.	To 1 pair blankets, \$16;	6 tin cups, at 5 cents,	30
	cents -	-	-
	2 coffee-pots, at 75 cents;	1 skillet and lead,	\$16 30
	\$1 25	-	-
			2 75

1856

Aug. 22.	To 2 wood buckets, at 35 cents., 70 cents; 1 spur, 75 cents	- - - -	\$1 45
23.	To 2 boxes caps, at 10 cents; 1 bridle, \$3	- - - -	3 20
	1 saddle blanket	- - - -	2 00
25.	To 1 spur, 75 cents; 1 pair martingales, 75 cents, 1 leather strap, 25 cents; 22 lbs. sugar, at 20 cents -	- - - -	1 50
	4 blankets, at \$8; 1 spur, 75 cents	- - - -	4 65
	1 hickory shirt, 75 cents; 1 pair pants, \$5	- - - -	32 75
28.	To 71½ lbs. bacon, at 12½ cents, \$8 94; 1 paper black pepper, 10 cents	- - - -	5 75
	1 vial cayenne pepper	- - - -	9 04
Sept. 1.	To 2 gun tubes, at 25 cts., 50 cts.; 15 lbs. powder, at 75 cents, \$11 25	- - - -	25
	52 lbs. bacon, at 10 cts., \$5 20; 10 lbs. coffee, at 20 cents, \$2	- - - -	11 75
20.	To 1 coffee mill, 75 cents; 25 lbs. powder, at 75 cents, \$18 75	- - - -	7 20
	94 lbs. bacon, at 10 cents	- - - -	19 50
	1 rifle, \$15; 1 single barrel shot-gun, \$10	- - - -	9 40
	9 head of cattle, at \$20 per head	- - - -	25 00
25.	To 1 horse, saddle, and bridle	- - - -	180 00
	1 double-barreled shot-gun	- - - -	125 00
	costs, charges, and expenses necessarily incurred in removing goods to Missouri	- - - -	40 00
			309 00
			<u>806 49</u>

H. T. WILSON.

Sworn to and subscribed before me this 12th day of October, 1857.

H. J. STRICKLER,

*Commissioner for Auditing Claims.**The United States to H. T. Wilson, Dr.*

1856—August.	To 1 horse, saddle, and bridle	- - - -	\$150 00
	1 fine shot-gun	- - - -	40 00
	1 rifle	- - - -	15 00
	1 shot-gun	- - - -	12 00
	11 head of cattle, at \$25 per head	- - - -	275 00
	1 keg powder	- - - -	18 00
	300 lbs. bacon, at 12½ cents	- - - -	37 50
	50 lbs. sugar, at 20 cents	- - - -	10 00
	8 pair blue blankets, at \$10	- - - -	80 00
	6 pair pantaloons, at \$5	- - - -	30 00
	12 hickory shirts	- - - -	7 50
	10 pair spurs, at \$1 50	- - - -	15 00
	6 coffee-pots, at 50 cents	- - - -	3 00

1856—Sept.	To 6 bridles, at \$3	-	-	-	\$18 00
	5 saddle blankets, at \$2	-	-	-	10 00
	6 pair martingales, at 75 cents	-	-	-	4 50
	4 saddles, \$8	-	-	-	32 00
	50 lbs. coffee, at 20 cents	-	-	-	10 00
	4 pair white blankets, \$8	-	-	-	32 00
	Paid teamster for removing goods to Missouri and back to Fort Scott to save them from being taken and burned, as other stores were robbed and burned - - - -				309 00
					<hr/> 1,108 50
	1 pistol	-	-	-	25 00
					<hr/> <hr/> 1,133 50

FORT SCOTT, BOURBON COUNTY, K. T.,
October 12, A. D. 1857.

Petition of H. T. Wilson, sworn and subscribed, submitted and read.

Mr. Joseph Price, being duly sworn, says: That on or about the last days of August or the 1st day of September, 1856, I was in possession of a horse, saddle, and bridle, and gun, belonging to H. T. Wilson, of Fort Scott, and that they were taken and carried away from me by force and arms; they were the same mentioned in petition and schedule of H. T. Wilson, now here shown to me, and were of the value therein stated: horse, saddle, and bridle, \$125; gun, \$40.

I know that Mr. Wilson had such cattle as are mentioned in the schedule, and believe that they were taken as alleged in petition. I know also that Mr. Wilson removed his goods to Missouri, as alleged, for I assisted in removing them and bringing them back.

JOSEPH PRICE.

Sworn to and subscribed this 12th day of October, 1857.

Mr. Daniel S. Greenwood, being duly sworn, says: I was present at the store-house of H. T. Wilson in the month of August, 1856, when the goods, wares, and merchandise stated to have been taken in the petition and schedule of said Wilson (now here shown to me) were taken as therein stated; I have a distinct remembrance of a majority of them being taken, and believe them all to have been taken; I know that the horse, saddle, and bridle, and gun, alleged to have been taken from Joseph Price, was the property of said Wilson, and believe the same to have been taken as alleged in said petition.

DANIEL F. GREENWOOD.

Mr. Samuel A. Williams, being duly sworn, says: I know that there were goods taken from the store-house of said Wilson in Fort Scott, as alleged in petition here shown to me, but cannot speak definitely as to the quantity or value. I know also that said company did take and butcher, at different times, the cattle of said Wilson, amounting to as many as nine, and think they were worth about \$20 per head.

SAMUEL A. WILLIAMS.

I certify the foregoing depositions of Joseph Price, Daniel F. Greenwood, and Samuel A. Williams, to be correctly copied from the record of H. J. Strickler, esq., late commissioner for auditing and adjusting claims, and now on file with the present board of commissioners.

WM. SPENCER,
Clerk of Board of Commissioners.

JUNE 20, 1859.

In the matter of the petition of Hiero T. Wilson.

BOURBON COUNTY, ss:

John N. Cottle, being duly sworn, deposes and says: That he is acquainted with the petitioner; that he is a citizen of Kansas Territory, and has been for several years. The affiant states that in the summer and fall of 1856 there was much trouble and excitement in the Territory, and property generally was unsafe. He cannot state specifically about the goods mentioned in the petition; he knows of at least one of Mr. Wilson's cattle being killed; there was a man belonging to the militia came into town and stated that he had a beef killed out back of the government field, and wanted a wagon to bring in the beef; I went out and saw it, and found Mr. Wilson's brand on the hide. The petitioner owned at that time more cattle than any ten settlers in this part of the country; and it was frequently remarked by these men that they might as well take the petitioner's cattle as any others, they were fat and fine; the one that I saw that was then killed was worth \$18.

I know that Mr. Wilson was compelled to remove the goods from his store and take them to the State of Missouri for safety; all the stores were taken away from Fort Scott; Mr. Wilson was the last to leave; several stores were robbed and burned through the country; no goods or any other property was at that time safe in Fort Scott. I do not know certainly how long Mr. Wilson was absent, but would say about one month. It must have cost him a considerable sum to remove his property from and back to the Territory. I have no doubt that he lost at least the number of cattle set forth in his petition; and

from my knowledge of Mr. Wilson's stock of cattle at the time I have no doubt the average value would be at least \$25 per head.

JOHN N. ^{his} X COTTLE.
mark.

Sworn to before me this 4th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

James B. Russell, being duly sworn, deposeth and saith: That in the year 1856, in about the month of August and September, there were many men under arms in and about Fort Scott, and much trouble and excitement prevailed. I at that time saw men go to the store of Mr. Wilson and get sugar and coffee; had he refused to give the articles demanded they would have been taken by force. I called on Mr. Wilson to get a bridle and got none, a company having left Fort Scott shortly before, had taken every thing of that kind which he had. Mr. Wilson was compelled to move his goods to the State of Missouri for safety; I was at his store when he was boxing them up, and assisted in loading some of the wagons; had he not have removed his goods from Fort Scott, in my opinion, he would have lost many more of them, if not all. The people about Fort Scott were under arms for about six weeks to two months, and there were from 60 to 100 men in and about the town during that time. On an occasion during that period, one of these armed men came into town and stated that he had a beef killed on the south side of the government field, and tried to get a wagon to bring it in; myself and others went out with him and assisted to bring in the beef. I saw that the animal was branded with a horse shoe, which I was told was Mr. Wilson's brand. I remained at Fort Scott during the time the armed men were there. It was frequently spoken of that Mr. Wilson's cattle were being killed for beef; I know that beeves were frequently killed, and know of but one being killed belonging to any other person. I at one time saw Mr. Wilson's negro man bring two hides of cattle that had been killed belonging to Mr. Wilson. The beef that I saw near the government field, that had been killed, was worth \$17 or \$18. I was acquainted with a portion of the cattle owned by Mr. Wilson; they were all branded with the same kind of brand as the one killed near the field; there were many of them good work cattle, and good cows; his cattle were worth at least \$25 per head, on an average. I heard that a horse and gun owned by Mr. Wilson was lost; they were in possession of a man belonging to a company of men commanded by Captain Boggess; they were surprised in camp; some of them taken prisoners, and their horses and guns taken. I know it from information; I was not with them.

J. B. RUSSELL.

Sworn to and subscribed before me this 4th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

Joseph Price, being duly sworn, deposeth and saith: That he is acquainted with the petitioner H. T. Wilson; that he is a citizen of Kansas. In the latter part of August, 1856, he belonged to Captain Bogge's company of Kansas militia, called into service by Acting Governor Woodson. I had in my possession a horse, saddle, and bridle, a fine shot-gun, and a pistol, belonging to the petitioner. The company was surprised on Middle creek, and he was taken prisoner, and the property above enumerated taken from him. The horse, saddle, and bridle were worth \$150; the shot-gun was worth \$40 or more; it was a very fine No. 1 gun; the pistol was worth, together with the belt and fixtures, about \$25. I was at the time a clerk in the store of the petitioner. At that time armed men, in considerable numbers, were in and about Fort Scott. The goods and provisions charged in the petition I have no doubt were got by these men. Threats were frequently made; and I have heard them say that if they could not get the goods otherwise they would take them by force. The prices charged are the prices at which they were sold, and were considered reasonable at that time. The times became so precarious that it was found to be necessary to remove the goods to the State of Missouri for safety. I was engaged in packing up and sending off the goods; Mr. Wilson was then over in Missouri, about twelve miles from here, receiving and taking care of the goods. While thus employed, a party of men, some eight or ten in number, well armed, came to the store and inquired of me what I was doing. I informed them that I was sending the goods to Missouri, to Mr. Wilson. They ordered me to stop sending them; that they were determined the goods should not go, they wanted them. These men were among the first citizens of the place—General Barber, Mr. Barnes, and others. I had much difficulty in getting the goods away. They cocked and presented their guns at me and threatened to shoot. I cocked my gun and determined to defend myself; some of the other citizens of the place came to my assistance, they were friends of Mr. Wilson, and I succeeded sending off the goods. Mr. Wilson was the last to leave the place with his goods; all the other merchants had taken their goods away before that time. On my return from the north, after being taken prisoner, I was much surprised to find Mr. Wilson still here with his goods, as they were liable at any day to be destroyed or carried off, and demands being constantly made on him for supplies which he dared not refuse. Other stores had been robbed and some burned before that time—some of them about Sugar Mound; it was in this emergency that he determined to remove his goods, and accordingly did so. I settled with most of the teamsters for hauling the goods back and forth. I do not now recollect precisely what it cost, but it is my impression that it was as much or more than the amount charged in the petition—\$309. I know that Mr. Wilson owned a fine lot of cattle. One of them I think was killed by these men after I returned, the others I understood had been killed before. I do not know the value of the particular cattle killed. His cattle was, on an average, worth \$25 per head. I became acquainted with Mr. Wilson in 1854. I have done business for him as a clerk for three years. I am now in business on my own account. He has ever sus-

tained the character of an honest, correct business man, and has the entire confidence of the people in all his business transactions. The goods were kept in Missouri for between four and six weeks before they were brought back, which was as soon as it was safe to do so.

JOSEPH PRICE.

Sworn to and subscribed before me this 4th day of June, 1859.

HENRY J. ADAMS.

In the matter of the petition of the heirs of T. Wilson.

The petitioner claims, in this case, for loss of goods and property	- - - - -	\$824 50
To pay for removing goods to Missouri to save them	- - - - -	309 00
		<u>1,133 50</u>

The proof in this case is from the nature of the case very general; no item is proven before this board, except the pistol, that is not charged in the bill handed to Strickler; and to the paper in the report of General Strickler to which we are referred by petitioner, we must look for most of the proof; the charge of \$309 is inadmissible, being neither "property lost or destroyed;" allow the residue of bill proven before General Strickler	- - - - -	497 50
Pistol	- - - - -	25 00
		<u>522 50</u>
Interest on same, 2½ years, at 6 per cent.	- - - - -	78 30
Total award	- - - - -	<u>600 80</u>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

No. 388.

To the commissioners appointed under the act of the legislature of the Territory of Kansas, approved February 7, 1859, to adjust claims for losses arising from the disorders in Kansas, between the first day of November, 1855, and the first day of December, 1856 :

Your petitioner, Charles P. Bullock, represents: That he is a citizen of the Territory of Kansas, and was in 1856; and that in the year 1856, aforesaid, he was the legal owner and in possession of the

following property, as set forth in the schedule hereto attached, and made part of this petition; he would further represent that heretofore, in the year 1857, he presented his said claim for damage, to Hiram J. Strickler, esq., then commissioner for adjusting said claims for damages and losses; your petitioner, therefore, refers this board to his petition and proofs on file, with the papers taken before said commissioner, in support of his present application, and asks that your board award him the damage and loss that he has sustained, on the proof taken before said Strickler, as aforesaid.

C. P. BULLOCK.

Sworn to before me this third day of June, 1859.

HENRY J. ADAMS,
Commissioner.

TERRITORY OF KANSAS, *County of Bourbon, ss:*

Petition of Charles P. Bullock, of the Territory and county aforesaid, under an act of the territorial legislature, entitled "An act to provide for the auditing of claims," approved February 23, 1857.

I, Charles P. Bullock, of the county and Territory aforesaid, represent unto the honorable commissioner: That on or about the last of August or first of September, 1856, I furnished to Captain Barnes's company of the Kansas militia, called into requisition by proclamation of Acting Governor Woodson, in support of the laws of the Territory, the articles mentioned in the schedule attached to this petition, and made a part thereof, except the articles of bacon and lard therein set out, which were taken in the absence of petitioner, without his knowledge or consent, from his house; that the same were necessary for the support, maintenance, and efficient service of the said company, for which, or any part thereof, your petitioner has never received the least compensation or indemnity.

CHAS. P. BULLOCK.

Sworn to and subscribed before me this 13th day of October, A. D. 1857.

Territory of Kansas to Charles P. Bullock, Dr.

August 25, 1856.—To two horses	- - - - -	\$250
To one saddle, bridle, martingal, and blanket	- - - - -	25
To one pleasure carriage and harness, damage thereto done in the service	-	75
To 550 pounds of bacon, at ten cents per pound, \$55; 100 pounds of lard, at ten cents per pound, \$10	- - - - -	65
To three rifle-guns, at \$15, each	- - -	45

460

CHAS. P. BULLOCK.

The United States of America to Charles P. Bullock, Dr.

To two horses	-	-	-	-	-	-	-	-	\$250
To damage on pleasure carriage	-	-	-	-	-	-	-	-	75
To one saddle, bridle, martingal, and blanket	-	-	-	-	-	-	-	-	25
To 550 pounds of bacon, at ten cents per pound	-	-	-	-	-	-	-	-	55
To 100 pounds of lard, at ten cents per pound	-	-	-	-	-	-	-	-	10
To three rifle-guns, at \$15 each	-	-	-	-	-	-	-	-	45
									460
									460

This is the amount of my account furnished the commissioner.

CHAS. P. BULLOCK.

OCTOBER 13, 1857.

FORT SCOTT, BOURBON COUNTY, K. T.,

October 12, 1857.

Petition of Charles P. Bullock sworn and subscribed before commissioner, submitted and read.

Daniel F. Greenwood, being duly sworn, says: I know that the horse, saddle, bridle, martingal, blanket, and carriage and harness were taken as alleged in petition of Charles P. Bullock, and were damaged as alleged; and the values of said articles as stated are fair and reasonable.

DANIEL F. GREENWOOD.

James J. Farley, being duly sworn, says: That I know that one of the horses mentioned in the petition and schedule of the petitioner, Charles P. Bullock, (now to me here shown,) was taken and used in the service of Captain Barnes's company of Kansas militia; and that said horse was never returned to my knowledge, but suppose that both were lost in the service. About the date set out in schedule there were men belonging to the Kansas militia quartered in the house of said Bullock, in his absence; and from my knowledge of said Bullock, believe said schedule to be correct. I know that he is and was, at the time of said losses, &c., a citizen of Bourbon county, Kansas Territory.

JAMES J. FARLEY.

B. F. Hill, being duly sworn, says: That I am acquainted with the petitioner, Charles P. Bullock. That I have examined his petition and schedule, and know that the carriage therein charged was furnished to and used in the service of said militia as alleged. And I think his bacon and lard were taken as alleged—in his absence—by the militia, as stated in petition. I know that said Bullock lost two rifle-guns in the service as stated, and that he is a citizen of the county and Territory aforesaid.

B. F. HILL.

CITY OF LEAVENWORTH, K. T.,
 June 20, 1859.

I certify that the foregoing testimony of Daniel F. Greenwood, James J. Farley, and B. F. Hill, taken in the case of Charles P. Bullock, is correctly copied from the record of H. J. Strickler, esq., late commissioner for auditing and adjusting claims, and now on file with the present board of commissioners.

WM. SPENCER,
 Clerk of board of commissioners.

In the matter of the petition of Charles P. Bullock.

Petitioner claims for—

Two horses -	-	-	-	-	-	-	\$200 00
Saddle and bridle, \$25 ; damage to carriage, \$75 -	-	-	-	-	-	-	100 00
Bacon and lard -	-	-	-	-	-	-	65 00
Three rifle-guns -	-	-	-	-	-	-	45 00
							<u>410 00</u>

According to petitioner's own showing, all the articles were voluntarily furnished, except the bacon and lard, and there being no allegation of force or duress, the voluntary contributions cannot be allowed.

The bacon and lard are allowed for -	-	-	-	-	-	\$65 00
Add interest, 2½ years, at 6 per cent.	-	-	-	-	-	9 75
						<u>74 75</u>

EDWARD HOOGLAND.
 SAMUEL A. KINGMAN.
 HENRY J. ADAMS.

JUNE 29, 1859.

To the commissioners appointed by the governor and legislative assembly of the Territory of Kansas, according to an act entitled "An act for the payment and adjustment of claims," approved February 7, 1859 :

I will present the following petition for allowance :

About the first of September, 1856, was taken one clay-bank mare and colt, bridle and saddle. About the June following, I recovered the mare and colt back, by paying out	-	-	-	-	-	-	\$50 00
One rifle-gun pouch, and a pistol	-	-	-	-	-	-	20 00
About the last of September, 1856, seven hogs	-	-	-	-	-	-	50 00
There was taken one rifle-gun	-	-	-	-	-	-	12 00
Forty bushels corn	-	-	-	-	-	-	40 00
While absent from home, about the first of October, about thirty bushels of corn	-	-	-	-	-	-	22 50
							<hr/>
							194 50
							<hr/> <hr/>

JAS. CURRY.

Sworn to and subscribed before me this 3d day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of James Curry.

Daniel Henderson, being duly sworn, says: I know James Curry; he lives near the Little Osage, in Bourbon county, Kansas Territory; has lived there since the spring of 1855. I live about one mile from his house. I came to the country with him. I know he had a clay mare and colt in the summer of 1856. I heard two men, named Zumalt and Gregg, say they took this mare and colt, or that their company had taken them. They belonged to Clark's company. Clark lived at the Fort. They said they took them from his son, about sixteen years old, and took a rifle and pistol at the same time. They were taken about the last of August or first of September, near Sugar Mound. He had gone over there to see what was going on. There had been reports of armed men in the vicinity. Should think the rifle and pistol were worth \$18. I understood he lost seven or eight hogs from one gang.

A man by the name of Carter and one by the name of Conner took Mr. Curry's corn. Carter belonged to Clark's company. I do not know how much; heard them acknowledge to taking one load. This was in September. Mr. Curry was and is still a free-State man. The men that took this property were pro-slavery men. He recovered the mare and colt; the mare seemed to be fagged down, but do not know that she was damaged particularly.

The rifle-gun and pistol above mentioned were taken from the boy

with the mare and colt. The same men told me they afterwards took three guns from Mr. Curry, but he got all back but one rifle worth twelve dollars. These guns were taken from the house when the family were not at home. The party wrote on the wagon, "Death to the abolitionists." I do not know that Mr. Curry ever got a cent for these articles.

DANIEL HENDERSON.

Sworn by me this 6th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

Talton Barnes, being duly sworn, says: During the summer of 1856 I lived a part of the time with Mr. Curry; the rest of the time, one-half mile from him. I knew the mare and colt mentioned; they were missing. I heard a man say that he was in Clark's company when they took them. Don't know what it cost him to get them back; only fifteen dollars he paid to a widow woman who, I understood, had bought the mare. The last rifle-gun mentioned was taken from the house while I was living with Mr. Curry. I heard Conner say he took corn from Mr. Curry's field. We allowed that there was about five or six barrels taken. I paid about \$2 50 to get the colt back for Mr. Curry.

TALTON BARNES.

Sworn by me this 6th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of James Curry.

The petitioner claims in this case, for the loss of property, \$194 50. The board think he has established by the proof that the recovery of

the mare and colt cost him.....	\$17 50
Rifle-gun and pistol lost.....	18 00
Hogs.....	35 00
Rifle.....	12 00
Corn.....	22 50
	<hr/>
	105 00
Interest on same, 2½ years, at 6 per cent.....	15 75
	<hr/>
Total award.....	120 75
	<hr/> <hr/>

SAMUEL A. KINGMAN,
HENRY J. ADAMS,
EDWARD HOOGLAND.

JUNE 20, 1859.

No. 390.

To the honorable commissioners appointed by the governor and legislative assembly of the Territory of Kansas, according to an act entitled "An act for the payment and adjustment of claims," approved February 7, 1859:

I will present the following petition for allowance:

About the last days of September, 1856, whilst absent from my premises, some person or persons came to my premises and partly destroyed a good set of blacksmith's tools; damage - - - - -	\$30 00
And took and destroyed about twenty fowls; damage -	2 50
On the 5th day of October, 1856, whilst at home, nine robbers made their appearance on my premises, and took three head of horses by force and arms, of the following description, to wit: one sorrel mare, four years old; one gray mare, twelve years old; and one likely brown filly, one year old past; the sorrel mare was returned.	
Damages for the gray mare - - - - -	100 00
Damages for the brown filly - - - - -	75 00
Also one rifle-gun and pouch - - - - -	15 00
Under the circumstances, I and family were forced to leave the country; my crop, consisting of about fourteen acres of corn and garden, was taken and destroyed. Supposed to be 375 bushels of corn, at 50 cents per bushel	187 50
For a large lot of pumpkins in garden - - - - -	15 00
Total - - - - -	424 50

JOSIAH STEWART.

Sworn to and subscribed before me this 3d day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Josiah Stewart.

TESTIMONY.

John J. Stewart, being duly sworn, says: The petitioner, Josiah Stewart, is my father; we moved into Kansas in June, 1856, from Greene county, Missouri, and settled on Mill creek, Bourbon county, Kansas Territory; my father still resides there. About the last of July or first of August, indications of difficulties commenced in our neighborhood. About that time a party of fourteen men from Fort Scott came to our place, who said they were after some men from Sugar creek, who had stopped at our house the night previous, and who were hunting horses which had been stolen from them by men from Fort Scott a few days before. They inquired if such men had stop-

ped at our house, and seemed desirous to take them; and from the general tenor of their conversation they would treat them with violence if they could get them; they said they were a set of damned abolition horse thieves. The men that they were in pursuit of had recovered no horses when they were at our house. Shortly after this there was so much excitement and fear among the settlers that they all left; my father left about the last one, and went to Vernon county, Missouri; most of our family were sick with the chills. We were there about two weeks, when it was reported that we were all invited back to our claims, and that peace was made; the family all returned there except my father, who was too sick with the chills; but he returned in a few days. When we returned we found things all torn to smash; most of our blacksmith tools were destroyed or carried off; some twenty chickens had been killed or carried away. The tools, I think, were damaged at least \$30. On the 5th day of October, a party of nine men came to our house, most of them lived in Fort Scott, as I believe, and took from the premises a sorrel mare, a gray mare, worth \$100; and a filly, a year old passed, worth, I think, \$75; the sorrel mare was afterwards returned; they also took a rifle, worth \$15. They took my father prisoner at the same time, and brought him here to Fort Scott, as he said, when he came back the next morning. The next day we all left for Missouri, Greene county, where we had formerly lived. The day after father and the horses were taken, a fellow by the name of Jo. Gragen, with others, came to the house and told us they would burn the house down if we were not gone in 24 hours. We considered it necessary for our safety to leave. We left fourteen acres of corn on the ground; about five or six acres were old ground, the rest sod corn; this was an entire loss; it was all taken or destroyed before we returned. There was also a good lot of pumpkins and a good garden destroyed; they were worth, at least \$15. Corn sold that year at fifty cents a bushel. The sorrel mare was afterwards returned, but none of the other articles were ever returned, nor did father ever receive any compensation therefor; but G. W. Jones gave my mother \$40 afterwards, as I understood, as part compensation for these losses.

JOHN J. STEWART.

Sworn by me this 4th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Josiah Stewart.

Josiah Stewart, being duly sworn, says: I am the petitioner in this case; I was born in the State of South Carolina on the 8th of January, 1808; when I was five or six years old my father removed to Warren county, Middle Tennessee. About twenty-five years ago I left that country and came to Miller county, Missouri, where I lived five years, and from there I removed to Greene county, Missouri, where

I lived seventeen years, when I came to Kansas three years ago last January, and settled on Mill creek, eight miles west of Fort Scott, where I now reside. During the spring and summer of 1856 a large number of men collected in and about Fort Scott from, as was said, South Carolina, Georgia, Alabama, and Texas. They commenced inquiring into the sentiments of the settlers in this region as to whether they were free-State or pro-slavery. In the spring (about July or August) they began circulating reports that the abolitionists of the north were coming to destroy our country, and went round among the settlers in the country notifying them to appear at Fort Scott to help defend the place, pretending that they had authority from the governor to compel them to do so; and when the settlers told them that they must stay and defend their own homes, they would swear that they were in favor of the north, and that they would impose a fine on them if they did not appear and guard Fort Scott. Some went to the fort to help guard it, but the men there charged them twenty-five cents for every meal they ate; so they would not go any more. This I was told by the men who came in here after they had returned to the country. They required the settlers to give them their guns to defend the fort with; and where the people would not give up their guns, they took them. In this way they got possession of nearly all the arms in the country. They then came around and claimed all the horses; they said they needed them to keep the abolitionists back, and to defend the country. Where they would not give up their horses they took them by force of arms, except where the owners succeeded in concealing theirs, so that they could not be found, which they did in a few cases.

After they had thus got possession of nearly all the arms and horses in the country, they next notified us to leave the country. They said it was entirely a one-sided thing now, and we (that is, "the abolition party," as they called us) need not contend; we had to leave, or they would burn our houses. During all this time no one from the north had disturbed this region. Their reports were wholly fabricated as a pretext for disarming and driving out the free-State settlers. Nearly all the free-State settlers on Mill creek and on the Little Osage had to leave the country. Several of their claims were taken by pro-slavery men. The pro-slavery men on these creeks generally sided with the men at Fort Scott. None of the guns thus taken were ever returned, to my knowledge, and but few horses, and those desperately abused. The first time I left I was gone about two weeks. I took my horses and stock, and nearly all my moveable property but my blacksmithing tools; these I found greatly damaged on my return. The bellows were ruined, (large holes were torn in them;) the vice was missing, as well as many small tools. We left about thirty chickens, but when we returned we could find but about six. I understood they were taken to Fort Scott.

We were absent about two weeks at this time, when we returned under the belief that we might do so safely, as they said peace was declared. This was about the 1st of October. A day or two after my return from Missouri I saw a band of robbers coming through the prairie towards my house; they were nine in number. This was

about the middle of the afternoon. I left the house, by persuasion of my wife, before they reached the house, and went through the corn field to a "pound," where I had concealed my horses. While watching my horses I saw five men, with guns, coming where I was, when they took me and the horses, and brought us to this place—Fort Scott.

After they got me to the fort they confined me in a room, and treated me with great abuse. One man, by the name of Houston, I believe, threw a box at me, which I warded off with my foot, as I was lying on the floor; I was sick at the time. He then jumped on me, and seized me by the pockets, and said, "God d—n your abolition heart to hell, I'll rob you, anyhow." I was rescued from him by one G. W. Jones, who professed to be my friend. This Jones, during the night, told me that my life was in danger, and agreed to get me off and outside the guard in safety, if I would give him my crop and claim; and, believing my life was in danger, I agreed to his proposal, and he took me out and let me go. I had heard frequently before that Jones had said he would press my crop. He advised me to leave the country immediately, and never again be seen in daylight. I reached home just after daylight, and, after getting some breakfast, I concealed myself in the brush, and the next night I left the Territory. They kept my horses, but subsequently returned the sorrel mare. This Jones is said to reside in Missouri, some twenty miles from Jefferson city. I hired some of my neighbors to help move my family and stock from the country. When I returned, in the spring of 1857, all the corn and other property which I left had been destroyed or taken away.

JOSIAH STEWART.

Francis K. Morgan, being duly sworn, says: I live neighbor to Mr. Stewart, the petitioner; I assisted him to move his family from the Territory in October, 1856. I have heard his petition and testimony read, and believe it is substantially true; I know he had no horses with which to remove his family; I saw Jones return the sorrel mare as I was taking his family away; I heard men say, who helped to gather the corn for Jones, that there was about 350 bushels of it. Mr. Stewart stopped at my house to rest awhile during the night of October 6, as he was leaving the Territory.

FRANCIS K. ^{his} + MORGAN.
mark.

Sworn to before me this 4th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Josiah Stewart.

Petitioner claims for corn destroyed	-	-	-	\$187 50
For gray mare	-	-	-	100 00
For rifle gun	-	-	-	15 00
For brown filly	-	-	-	75 00
Damage to blacksmith's tools	-	-	-	30 00
Damage to chickens	-	-	-	2 50
Damage to pumpkins and garden	-	-	-	15 00
				<hr/>
				425 00
				<hr/>
The commissioners think the entire claim is proven and award	-	-	-	425 00
Deduct \$40 paid by Jones to Mrs. Stewart	-	-	-	40 00
				<hr/>
				385 00
Interest, at 6 per cent., for 2½ years	-	-	-	57 75
				<hr/>
Total award	-	-	-	442 75
				<hr/>

HENRY J. ADAMS.
SAMUEL A. KINGMAN.
EDWARD HOOGLAND.

No. 391.

BOURBON COUNTY, *Kansas Territory*, ss:

The petition of Benjamin Brantly, a citizen of the county and Territory aforesaid, respectfully showeth: That in the summer of 1856, in the month of August, in accordance with a requisition by order of General Barbee, he furnished his son, Benjamin F. Brantley, since deceased, with a horse, bridle, saddle, blanket, &c., the said Benjamin F. Brantley having joined a volunteer company under the command of Captain Bogges; that said company marched in obedience to orders, and on or about the 26th day of August, in the year aforesaid, when in the vicinity of Osawatomie, a fraction of said company being in camp, were surprised and dispersed, at which time the horse, saddle, bridle, &c., aforesaid, were taken and carried off by the enemy, and no part of said property has ever been recovered. The horse and equipments aforesaid being of the value of sixty dollars.

Your petitioner further states that afterwards, to wit, on or about the first of September, in the same year, while on the march, near Franklin, in the county then called Douglas, in letting down the hammer to a Minnie rifle, after the cap had been taken from the tube, the rifle exploded while in the hands of the son of the said Benjamin Brantly, by which the horse of a soldier belonging to the army was

shot and killed, whereby your petitioner was compelled to supply the place of the horse killed, by furnishing another horse, which was valued by persons having knowledge of him at one hundred and fifty dollars. And your petitioner further states that he has never received any compensation for the loss of the latter animal, or either of the lost animals set forth in this petition.

Your petitioner and his son were both acting in good faith, in obedience to orders of the officers of the law, and humbly petitions that he may be reimbursed for said losses, to the amount set forth.

Respectfully submitted.

BENJ. BRANTLY.

Sworn by me this 4th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

TERRITORY OF KANSAS, *County of Bourbon, ss :*

Petition of B. F. Brantly, of the Territory of Kansas and county of Bourbon, under an act of the territorial legislature, entitled "An act to provide for the auditing of claims," approved February 23, 1857.

I, B. F. Brantly, of this county and Territory, represent unto the honorable commissioners : That on or about the last of August, A. D. 1856, an armed body of men, under the lead of Captain Brown, of the northern army, took and carried away, with force and arms, from my possession, while in the pursuit of lawful business, one horse, saddle, and bridle, valued at fifty dollars.

On or about the 1st of September following I had one horse killed while in the service of the militia, acting under the command of Secretary Woodson, a horse valued at one hundred and fifty dollars.

I never received any pay or compensation for the above accounts.

B. F. BRANTLY.

Sworn and subscribed to before me this 13th day of October, 1857.

H. J. STRICKLER,
Commissioner for Auditing Claims.

Territory of Kansas to B. F. Brantly, Dr.

Aug. 26, 1856.	To one horse, saddle, &c.	-	-	\$50 00
Sept. 1856.	To one horse	-	-	150 00
				<hr/>
				200 00
				<hr/>

In the matter of the petition of Benjamin F. Brantly.

COUNTY OF BOURBON, ss :

John N. Cottrell, being duly sworn, says : That he is acquainted with the petitioner, and was also acquainted with his son in his lifetime ; that the said petitioner is a citizen of Kansas Territory, and has been since the spring of 1856 ; that he sold the petitioner a yellow pony, described or valued in the first part of the petition ; that the petitioner's son rode said pony or horse, and was in the company of Captain Bogges, ordered out as stated in the petition ; that the defeat or surprise of Bogges's company was a matter of public notoriety ; that he believes the horse or pony was captured and taken at the time stated in the petition ; and that the pony and his equipments were worth sixty dollars.

JOHN N. ^{his} + COTTRELL.
mark.

Sworn by me this 4th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

Petition of Benjamin F. Brantly, sworn and subscribed before commissioner, submitted and read.

Mr. John H. Little, being duly sworn, says : That he is acquainted with the petitioner ; knows that he is a citizen of the Territory ; know that about the time alleged in the petition Mr. Brantly's horse was taken by one Captain Brown, or his command, in an encounter at Middle creek with the militia company commanded by Captain Bogges ; know that the petitioner, Mr. Brantly, killed, through accident, a horse, the property of one of the militia men called out by the governor to sustain the laws, and surrendered his own horse as an indemnity, and thereby occasioned a loss to himself, whilst in the service of the militia, to the amount of one hundred and fifty dollars, being the value of the horse surrendered ; the horse mentioned first was worth the sum of fifty dollars.

J. H. LITTLE.

Subscribed and sworn to before me this 13th October, 1857.

H. J. STRICKLER, *Commissioner.*

W. A. Solomon, being duly sworn, says : That he has heard the petition of Mr. Brantly read, and knows all the facts set forth to be true.

W. A. SOLOMON.

Sworn to and subscribed before me this 13th October, 1857.

H. J. STRICKLER, *Commissioner.*

I do hereby certify that the above depositions are true copies of the original testimony taken before H. J. Strickler, esq., late commissioner to audit and adjust claims, and that the same has been filed with the present board of commissioners.

N. LONGWORTH POWERS,
Clerk to the Board of Commissioners.

In the matter of the petition of Benjamin F. Brantly.

COUNTY OF BOURBON, ss :

James B. Russell, being duly sworn, deposeth and says : That he is acquainted with the petitioner, Benjamin Brantly; that he is a citizen of Kansas Territory, and has been since the fall of 1855; about the month of August, 1856, the time he does not now certainly recollect, he was ordered out in the militia, under a requisition of Acting Governor Daniel Woodson; he belonged to a company commanded by Captain Barnes; Benjamin Brantly, a son of the petitioner, belonged to a company commanded by Captain Bogges; while in the neighborhood of Franklin, Douglas county, I have been informed and believe that, by the accidental discharge of his gun, a horse belonging to another man of the same company was killed, and that a horse owned by the petitioner, and at the time ridden by his son, was given up by him to replace the one so killed; the company to which I belonged met Captain Bogges's company, on their way from the neighborhood of Franklin, about eight miles north of Sugar Mound, young Mr. Brantly was on foot when we met them; having given up his horse as aforesaid; I do not know what the horse was worth.

J. B. RUSSELL.

Sworn to and subscribed before me this 4th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Benjamin F. Brantly.

The petitioner claims, in this case, for loss of horse captured at Middle creek	-	-	-	-	-	\$ 60 00
For loss of horse, near Franklin, killed by accidental discharge of gun, and replaced	-	-	-	-	-	150 00
						<u>210 00</u>

The board allow for the horse taken at Middle creek his value as proven - - - - - 50 00
 There is no averment or proof of ownership as to the other horse, and facts are stated and known that lead to the be-

lief that he was a captured horse.—(See petitioner's statement as to his value.) First horse taken 26th August, near Osawatomie; the other horse was taken the first of September, near Franklin, (hardly time to have got another horse from Bourbon county;) claim for this horse not allowed.

Add interest, 2½ years, at 6 per cent.	-	-	-	\$7 50
Total award	-	-	-	<u>57 50</u>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 20, 1859.

No. 392.

To the commissioners appointed under the act of the territorial legislature of Kansas, approved February 7, 1859, for the adjustment of damages for losses sustained during the disorders in Kansas, from the 1st day of November, 1855, to the 1st day of December, 1856:

Your petitioner, Allen Beeson, represents: That he is a citizen of Kansas, and has been since the fall of 1855, and that in the month of August, 1856, he was the legal owner and in possession of the following property, to wit:

30 acres of corn, worth	-	-	-	-	\$1,000 00
9 head of cattle, worth	-	-	-	-	140 00
60 head of hogs, worth	-	-	-	-	240 00
2 ploughs, hoes, scythes, cradles, &c., &c.	-	-	-	-	20 00
Garden, cabbage, turnips, and vegetables generally	-	-	-	-	25 00
					<u>1,425 00</u>

That about the latter part of August, 1856, the country in the vicinity where he then and now resides, on the Little Osage, in Bourbon county, was invaded by bands of armed men, under the command of Generals Clark, Fox, and others, who were burning and destroying property, and driving free-State men out of the Territory. For the safety of himself and family, he was compelled to abandon his claim and seek safety in the State of Iowa; in consequence of which the aforesaid property was lost and destroyed, or taken and used, by these armed bands of marauders.

ALLEN BEESON.

Sworn to and subscribed before me this 3d day of June, 1859.

HENRY J. ADAMS,
Commissioner.

To Hon. H. J. Strickler, commissioner for auditing claims, in accordance with "An act to provide for the auditing of claims," and the act supplemental thereto, both passed and approved February 23, A. D. 1857:

Your petitioner, Allen Beeson, of the county of Bourbon, Kansas Territory, represents: That during the difficulties arising from the unsettled state of affairs in Kansas, during the year 1856, he was put in fear of his life and driven from his home, in Kansas Territory, by threats made by a company of lawless men in his neighborhood, who came there and were engaged in driving families and settlers from their homes, burning their houses, taking away and robbing them of their property; your petitioner was directly threatened by these men that they intended to kill him on sight unless he left within one half hour, and that he must leave the Territory and not go back thereto; your petitioner was at this time encamped on the edge of the State of Missouri, fleeing from the Territory, as hereinbefore mentioned, having been driven therefrom by the marauding party aforesaid; and petitioner was in company with other persons fleeing from the Territory, having been driven therefrom by the same party. Your petitioner accordingly left the Territory and went to Iowa; your petitioner left this Territory for the causes above mentioned on the 4th of September, A. D. 1856; and your petitioner on returning to this Territory in the spring of 1857, as he ascertained he safely might do, found that the following property of his, which he was compelled in his hurry at the time of the flight aforesaid to leave on his claim, and at his home on the Little Osage river, in Kansas Territory, about twelve miles from Fort Scott, in said Territory, and northwest therefrom, was all sold and destroyed, viz:

Twenty acres of corn, estimated at thirty-three bushels to the acre, and worth one dollar per bushel; twenty-five head of hogs, worth eight dollars per head; five head of cattle, worth seventy-five dollars; one prairie plough, worth seven dollars; one two-horse plough and gearing, worth five dollars; none of which property has ever been returned to your petitioner, nor has he received any compensation therefor. All of the property above enumerated was left as above stated, with the exception of the five head of cattle, which were left by your petitioner during his flight from the Territory as aforesaid, they being totally exhausted and unable to travel from the hard driving your petitioner thought necessary in order safely to make his escape.

Your petitioner therefore represents that he has been damaged and has lost property, as above described, to the amount of nine hundred and fifty-three dollars, and prays that his claim may be duly audited, and that he may be indemnified in accordance with the acts in such case made and provided.

ALLEN BEESON.

TERRITORY OF KANSAS, *County of Bourbon, ss:*

Subscribed and sworn to before me, C. B. Wingfield, justice of the peace in and for the county and Territory aforesaid, on this 28th day of November, 1857.

CHARLES B. WINGFIELD,
Justice of the Peace.

20 acres of corn, estimated at 33 bushels to the acre, worth					
\$1 per bushel	-	-	-	-	\$666
25 head of hogs, worth \$8 per head	-	-	-	-	200
5 head of cattle, worth	-	-	-	-	75
1 prairie plough, worth	-	-	-	-	7
1 2-horse plough and gearing	-	-	-	-	5
					<hr/>
Total	-	-	-	-	953
					<hr/> <hr/>

ALLEN BEESON.

TERRITORY OF KANSAS, *Bourbon County, ss :*

Personally appeared before me, C. B. Wingfield, a justice of the peace in and for said county, Allen Beeson, the person whose name is subscribed to the above account, personally known to me, and being duly sworn and examined, states the above account as to the items therein, and the value thereof, and his statement of his manner of loss thereof, as will more fully appear by the petition hereto attached, are just and true, to the best of his knowledge and belief.

Subscribed and sworn to before me this 28th day of November, A. D. 1857.

CHARLES B. WINGFIELD,
Justice of the Peace.

TERRITORY OF KANSAS, *County of Bourbon, ss :*

Be it remembered that on this 28th day of November, 1857, personally appeared before me, the undersigned, a justice of the peace in and for Bourbon county aforesaid, William Stone, of lawful age, who, being first duly sworn according to law, deposes and says: That he is well acquainted with Allen Beeson, the petitioner in the attached and foregoing petition and account; that he (this affiant) has examined said account and petition, and knows of his own knowledge that the facts stated by said Beeson in his petition are true, and that the items in said account were taken from said petitioner, as said petitioner has stated in his said petition, and that the property mentioned in said account is of the value of \$953, and that his account is correctly stated. This affiant states that he is a citizen of Bourbon county, and Territory of Kansas.

WILLIAM STONE.

Subscribed and sworn to before me the day and date above written.
CHARLES B. WINGFIELD,
Justice of the Peace.

TERRITORY OF KANSAS, *County of Bourbon, ss:*

Be it remembered that on this 28th day of November, A. D. 1857, personally appeared S. W. Stone, of lawful age, and, first being duly sworn by me, the undersigned, a justice of the peace in and for Bourbon county aforesaid, deposes and says: That he is well acquainted with Allen Beeson, the petitioner in the attached and foregoing petition and account; that he (this affiant) has examined said account and petition, and knows of his own knowledge that the facts stated by said Beeson in his petition are true, and that the items in said account were taken from said petitioner, as said petitioner has stated in his said petition, and that the property mentioned in said account is of the value of \$953, and that his account is correctly stated. This affiant states that he is a citizen of Bourbon county, and Territory of Kansas.

SOLOMON W. ^{his} X STONE.
mark.

Witness: T. M. WILLIAMS.

Subscribed and sworn to before me this 28th day of November, A. D. 1857.

CHARLES B. WINGFIELD,
Justice of the Peace.

TERRITORY OF KANSAS, *Bourbon County, ss:*

I, James J. Farley, clerk of the county court of Bourbon county aforesaid, do hereby certify that Charles B. Wingfield, whose name appears subscribed to the foregoing petition, account, and affidavits, is, and was at the time of signing the same, an acting justice of the peace for Scott township, in said county and Territory, duly elected and commissioned, and that all of his official acts as such are entitled to full faith and credit, and that his signature is genuine.

In witness whereof, I have hereunto set my hand and affixed the seal of said court, at the office in the town of Fort Scott, this [L. s.] 1st day of December, 1857.

JAMES J. FARLEY,
Clerk of County Court.

In the matter of the petition of Allen Beeson.

William Stone, being duly sworn, says: I live on a claim adjoining Mr. Beeson; he has lived there since the fall of 1855. During the summer of 1856 there was much excitement in our neighborhood, occasioned by armed men travelling through the country driving off

free-State settlers, taking their property, and burning their houses. It was generally understood that these parties were composed of men from Kansas and Missouri; they were understood to be pro-slavery men, and avowed their purpose to be to drive out all free-State men; they said free-State men and abolitionists were the same thing, and they all had to go or die. We left the Territory together about the first of September; nearly all our neighbors had left before; he had when he left four or five acres of corn on rich bottom land, second or third years' growth; twenty acres on old ground, which he rented, two-thirds of which was his; ten or eleven acres of sod corn on his own claim, and from two to five acres which he bought of John Waggoner; he had fifty or sixty hogs, which he left as well as the corn. The corn was all used up or destroyed, and most of the hogs, when he came back. On our way from Kansas four or five heifers, worth \$25 each, two steers, and a bull, worth \$50, died from over driving in the heat; the bull was lost by straying. We were followed by Missourians some thirty or thirty-five miles, and were compelled to drive the cattle fast to prevent their overtaking us. He left some ploughs and other agricultural tools, worth I think, \$20, which were taken off; he had also garden vegetables, turnips, &c., which were worth, I think, \$25, if he could have stayed to use them. Mr. Beeson came back in June, 1857, but did not bring his family till fall.

WILLIAM STONE.

Sworn to before me this third day of June, 1859.

HENRY J. ADAMS,
Commissioner.

William C. Stone, being duly sworn, says: I know petitioner; lived near him in the summer of 1856, and went with him to Iowa when he left the Territory, about the first of September. All the free-State settlers from our neighborhood had left; it was not safe for him to stay. The Missourians said all free-State men and abolitionists had to leave or be killed. I believe Mr. Beeson would have been killed if he had stayed; he had as much as thirty acres of corn; about fourteen acres were sod corn, the rest old ground; he lost three heifers, two steers, one bull, a cow and calf, while I was with him on the way, from over driving; he had a garden of vegetables, worth, I think, \$25; he lost, I know, about forty head of hogs, which were at home, and twenty head which were on a plain he bought of Waggoner.

WILLIAM C. ^{his} × STONE.
_{mark.}

Sworn by me this third day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Allen Beeson.

The plaintiff claims in this case for loss of property	-	\$1,425 00
Upon the whole proof and papers the board award the sum of	- - - - -	953 00
Interest on same	- - - - -	142 95
Total award	- - - - -	1,095 95

SAM'L A. KINGMAN.
 HENRY J. ADAMS.
 EDW'D HOOGLAND.

JUNE 21, 1859.

No. 393.

PETITION OF WILLIAM STONE.

To the honorable board of commissioners appointed under the provisions of "An act to provide for the adjustment and payment of claims," February 7, 1859, in session at Fort Scott :

The undersigned petitioner, upon his oath, respectfully showeth :
 That he was, from the 1st of April, 1855, till September, 1856, a citizen of Kansas Territory; that he was, the 1st of September, the rightful owner and in the rightful possession of the following property, to wit :

Forty acres of standing corn, ten acres of which would, as he verily believes, have measured fifty bushels per acre ; thirty acres of which, he believes, would have measured twenty-five bushels per acre; making in all 1,250 bushels, at \$1 per bushel	- - - - -	\$1,250
Two cows, worth \$25 each	- - - - -	50
Two heifers, \$15 each	- - - - -	30
One steer	- - - - -	6
One plough	- - - - -	22
Chain and tongue iron	- - - - -	3
Nine large hogs, at \$8 each	- - - - -	72
Twelve head of shoats, at \$1 50 each	- - - - -	18
Hay cut and stacked	- - - - -	20
One bedstead	- - - - -	3
One chest	- - - - -	3
Making the sum of	- - - - -	1,477

Your petitioner further represents that all the property set forth was lost by him, the said owner, as follows :

First. In August, 1856, in consequence of the war which prevailed in Kansas in 1856, rumors became current among the people in this

part of the Territory that bodies of armed men were in our borders burning houses, driving off settlers, and taking away their property. Near the last of August word came to your petitioner that a company of four hundred men was in Linn county, and would be on Osage the next day, and that they, the armed men, had sent a proclamation out to the people that all that would leave the Territory might go unmolested, but those that were so stubborn as to remain at their homes till they came, would not be allowed to take anything out of their houses.

Second. About the 1st of September, 1856, there came to the house of your petitioner about sixty women and children, with only five men, who stated that they were frightened away from their homes, and were leaving the Territory. On the 3d day of September, 1859, your petitioner was informed that a report had gone out that a company of men was raising at his (your petitioner's) house to fight, and that he (your petitioner) would have to leave or be killed; and such were the repeated threats, that your petitioner, despairing of all hopes of safety for himself, family, or property, was forced, through fear, to leave the Territory, leaving also all the property mentioned in the foregoing schedule, except the cattle mentioned in the said schedule. The steer mentioned was lost from your petitioner on the start, by running back.

Your petitioner moved and encamped in the edge of the State of Missouri, intending to return as soon as the troubles would admit of his so doing. On or about the 8th of September, 1859, your petitioner was accosted by three armed men, who said that a body of fifteen men were in pursuit of him, your petitioner, and friends; and that your petitioner and friends must leave immediately or be killed. On the starting of the teams your petitioner, being on foot and assisting in driving his cattle, was surrounded and stopped by those three armed men, and told that he could not go until he attended to some business for them. He (your petitioner) insisted upon being let go; they insisted he could not until he sold them his property in the Territory; they sent a woman to bring an old mare which was in a lot near by; they then offered your petitioner the mare, which was old and worth but little, for all the property your petitioner had in the Territory, which your petitioner repeatedly denied them; they then ordered the woman to bring a pen and ink, which she did. She was then ordered to write an order to a man in the Territory for Stone's property in the Territory. She refused. Your petitioner was then ordered to write it, which he refused to do as long as he dare; but it beginning to grow dark, and his friends some distance away, he wrote an order, and thus escaped from those armed men.

Your petitioner further showeth that when your petitioner was let go, two of those men followed your petitioner's family, and took from them by force a fat cow belonging to your petitioner, which caused your petitioner to drive hard almost all that night and some days following, which caused him to lose by overdriving one cow and two heifers. Some of those men came into the Territory, and they, or they and others, took, used, and sold, and took off all the property of your petitioner left in the Territory mentioned in the foregoing

schedule; and that all the property set forth in the foregoing schedule was lost by your petitioner, as set forth in the foregoing petition, and further saith not.

WILLIAM STONE.

Sworn to before me this 3d day of June, 1859.

HENRY J. ADAMS, *Commissioner.*

In the matter of the petition of William Stone.

William C. Stone, being duly sworn, says : I know the petitioner ; he is my father ; he has lived in Kansas since the spring of 1855, and now lives on the little Osage creek, in Bourbon county, about seven miles from the Missouri line. During the summer of 1856 he was living at the same place ; he came from Pike county, Illinois. Late in August of that summer a party of armed men, said to number four hundred, came to that neighborhood from Missouri, commanded, as I was informed, by a man by the name of Fox, and burned many of the houses and drove off the settlers. One day, as we were hauling hay, two men, named Seth Waggoner and Hugh Sutton, who lived in the neighborhood, came to the house and told our people that this party had burned several houses, and were approaching our place, and that all the people on Sugar creek were leaving and that we would have to leave. The same night some ten or twelve families of women and children came to our house, numbering about sixty in all. They said that some of their men were taken prisoners, and some they feared were killed ; they numbered, I think, about twelve wagons. There were five men with them ; some of the women were driving the teams ; I saw one woman leading her cow ; they said they saw houses burning till next morning, when they left for Missouri. These people said that father would have to leave or be killed ; father took the family and what loose cattle we could collect and left the country the next day, and went into the north part of Missouri. On the way, while in Bates or Vernon county, my father was taken prisoner by a party of Missourians, led by two men named Job and Ray ; this was four or five miles from the Missouri line. They proposed to him to give him a black nag for what property he had left in Kansas ; father refused and went to start on, but one of the men went around him and headed him with a pistol, and told him he had business with him before he could go ; I went on then ; the same night he overtook us with the nag, and said they had forced him to sign away his property left in the Territory for the nag. The same night they took away a fine beef cow that we were driving off, under the pretence that it belonged to some of their neighbors. The cow was father's ; I saw him buy it of Hugh Sutton, in the Territory. Father had forty acres of corn when we left, twelve acres of which, I think, would yield sixty bushels to the acre ; twelve acres were second year and the rest sod, which I think would yield thirty bushels of corn to the acre, as good as I ever saw. He left thirty head of hogs—fifteen big hogs and the same number of shoats ; the large hogs were worth, I think, \$8 each, and the shoats \$2 50 each ; five of the large hogs he recovered after he returned ; he left a steer calf that run back after we had started, worth

\$10; he left a lot of hay, which, I think, ought to be worth \$15—there was six or seven tons of it; a plough chain, &c., worth \$25. He left a bedstead and chest in the house; I don't know what they were worth; should think \$8 for both; also a barrel of pickels, which, I think, were worth \$5. On the way six head of cattle died from heat and overdriving in our company; three of them were father's, worth \$50. Father returned to Kansas the next spring, but I did not return till the spring of 1858. I always understood that the property enumerated above was lost and never recovered; the corn was destroyed or used up; father never got any of it back.

WILLIAM C. ^{his} + STONE.
mark.

Allen Beeson, being duly sworn, says: I know petitioner, and have lived on a claim adjoining him since I came to the Territory, in September, 1855; I have heard the testimony of William C. Stone read, and know that the principal facts stated by him are true; I left the Territory with my family in company with Mr. Stone; we left because we believed we were not safe; all the rest of the neighbors had left before us; we could see some of their houses burning; one of our neighbors took a dead child with him, as he could not stop to bury it and none dare stay to assist him. When I returned, in the following spring, all the corn and other property which Mr. Stone had left was destroyed; he had to go to the Cherokee nation to get corn. When we left we expected to go only a short distance into Missouri and soon return; but, after staying a few days, we were told we would be murdered if we remained there, and so we made off immediately; we started about sunset and travelled all night; I heard the Missourians propose to Mr. Stone to buy his property which he had left; I started on while they were talking to him, but they detained him; it was late at night when he overtook us, riding the old mare; he said they had made him write an order to Mr. Stout, whom he had left in charge of his claim, to give it up to Job.

ALLEN BEESON.

Sworn to before me this 3d day of June, 1859.

HENRY J. ADAMS, *Commissioner*.

In the matter of the petition of William Stone.

Petitioner claims for corn destroyed, 1,250 bushels, at \$1						
per bushel	-	-	-	-	-	\$1,250 00
Cows, heifers, and steer calf	-	-	-	-	-	86 00
Hogs and shoats	-	-	-	-	-	90 00
Plough and chain	-	-	-	-	-	25 00
Hay	-	-	-	-	-	20 00
Bedstead and chest	-	-	-	-	-	6 00
Total amount claimed	-	-	-	-	-	<u>1,477 00</u>

The cows and heifers, it appears, were lost in Missouri; the commissioners, therefore, can make no award for them, but for the rest of the claim as follows:

1,250 bushels corn in the field, at 90 cents per bushel	-	\$1,125	00
One steer calf	-	-	6 00
Hogs and shoats	-	-	90 00
Plough and chain	-	-	25 00
Hay, as proven	-	-	15 00
Bedstead and chest	-	-	6 00
			<hr/>
		1,267	00
Interest at six per cent. for two and a half years	-	-	190 00
			<hr/>
Total award	-	-	1,457 00
			<hr/> <hr/>

SAM'L A. KINGMAN.
EDW'D HOOGLAND.
HENRY J. ADAMS.

No. 394.

To the honorable board of commissioners sitting in and for the Territory of Kansas, for the adjustment of claims for losses growing out of the troubles from the 1st day of October, A. D. 1855, up to the 1st day of December, A. D. 1856:

Your petitioner, Mary B. Cody, administratrix of the estate of Isaac Cody, would respectfully state unto your honorable board: That on the 1st day of August, A. D. 1859, the said Isaac Cody was the owner of two valuable horses and one saddle and bridle, to wit: of the value of three hundred and twenty dollars. Your petitioner would further state that during the months of August and September, A. D. 1856, the said horses and saddle and bridle were, by force, taken and carried away by persons belonging to the pro-slavery and free-State parties. Your petitioner would further state that at the time said horses were taken, he, the deceased, was a citizen of Leavenworth county, Kansas Territory, and so continued to be until the time of his death, to wit: on the 21st day of April, A. D. 1857; and at the time of the taking of said horses they were the property of the deceased. Wherefore she, the said petitioner, prays that the said sum of three hundred and twenty dollars may be allowed her as administratrix, &c.

DELAHAY, DUGGER & GALLAGHER,
Attorneys for Petitioner.

KANSAS TERRITORY, *Leavenworth County, ss :*

This day personally appeared before the undersigned, a notary public in and for said county, Mary B. Cody, who, being duly sworn, says on oath that the matters and things stated in the foregoing petition are true in substance and in fact.

MARY B. CODY.

Subscribed and sworn to before me this 18th day of June, A. D. 1859.
L. E. MAYER, *Notary Public.*

In the matter of the petition of Mary B. Cody, administratrix of Isaac Cody, deceased.

LEAVENWORTH COUNTY, *ss :*

Mary B. Cody, being duly sworn, deposeth and says: That she was the wife of Isaac Cody, deceased; that he was, in his lifetime, a citizen of Kansas Territory; my husband became a citizen of the Territory in June, 1854; we were the first settlers in Kansas after the passage of the Kansas-Nebraska bill; resided in Salt Creek valley from the time we came into the Territory up to the time of his death, in April, 1857; affiant states that on or about the 1st of August, 1856, the deceased was the actual owner and in possession of two valuable horses; the deceased was at that time engaged in business at Grasshopper Falls, but resided on his farm in Salt Creek valley; one of the horses was at Grasshopper Falls, and was taken by Mr. Ross, against the wishes and express orders of the deceased, who was at the time very sick and unable to leave his bed; Mr. Ross took the horse, saddle and bridle; the horses were both dark bays; he was never returned; he first took the horse to Lawrence, and on his return he took him through to Iowa and sold him; the horse was at that time worth \$150; the saddle and bridle was worth—I could not say what amount. Some time during the same summer the other horse got loose at the Falls and started to come home to Salt Creek; he was caught by a man by the name of Martin, and carried off to the State of Missouri and sold; he was worth \$150; neither of the horses was ever recovered, nor any compensation received therefor. At the time of the taking of these horses there was much excitement in the country; throughout this portion of the Territory, stealing or taking horses, as well as other property, was of frequent occurrence; my husband was particularly obnoxious to the pro-slavery party, then dominant in the Territory, he having been a member of the Topeka legislature, and the loss of the property was incident to the troubles then existing in the Territory.

MARY B. CODY.

Sworn to and subscribed before me this 18th day of June, 1859.
HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Isaac Cody's estate.

Petitioner claims for 2 horses and saddle, (one horse and saddle taken by free-soil party and one by pro-slavery).....	\$320 00
Claim allowed.	
Add interest, 2½ years, at 6 per cent	48 00
	<hr/>
Total award.....	368 00
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EDW'D HOOGLAND.
 SAM'L A. KINGMAN.
 HENRY J. ADAMS.

JULY 1, 1859.

No. 395.

To the board of commissioners appointed under the act of the legislature of Kansas Territory, of the 7th of February, A. D. 1859 :

The petition of Henry L. Pennock, states: That he is a citizen of the Territory of Kansas, and has been since the spring of A. D. 1855; That between the middle of August and the middle of October, A. D. 1856, he lost the following property, to wit: six hundred bushels of corn, worth 60 cents per bushel—\$360. Said petitioner says that he having, on the 11th day of August, A. D. 1856, left home on business to Pennsylvania, to be temporarily absent, that very soon after this his four sons were driven away from their homes by a company of armed men, commanded by Captain A. B. Miller, of the Kansas militia, and were kept away by force, and arms, and threats, until about the middle of October, A. D. 1856; that said petitioner had no other parties or persons who could protect his said corn; that said corn was made and in the ear when his said sons were thus driven from home; and that while thus absent his said corn of said amount and said value, was destroyed and carried off, and eaten by parties unknown to your petitioner. Said petitioner says that he has never received any compensation for the said corn.

H. L. PENNOCK.

Subscribed in my presence, and sworn to before me the 18th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Henry L. Pennock.

TERRITORY OF KANSAS, *Leavenworth County, ss :*

Charles H. Pennock, of lawful age, being first duly sworn, deposes and says: I am the son of the above petitioner; my father moved into this Territory in the month of May, A. D. 1855, and settled about

7½ miles west of the city of Leavenworth, and remained there until the fall of 1856, and has resided there until the present time. In the summer of 1856, he raised a crop of corn, about 35 acres. The corn August; was in the ear, and was earing; would make at least 40 was good at the time I left home, which was about the middle of bushels to the acre, on the average; my father left home about or near the middle of August, I think; I left home near about the same time on a visit to the neighborhood of Fort Riley. Some time afterwards, on my return to the neighborhood of home, I learned from one of our neighbors that my brothers had been driven from home, and that I could not get home with safety; that I would not be permitted to return home. I remained away from home until peace was established, after the arrival of Governor Geary to the Territory. On my return the corn was nearly all destroyed and eaten up. There were more than six hundred bushels destroyed, eaten up, and carried away; there were no persons there, during the absence of myself, my father and brothers, who could protect the corn crop from the violence of the armed parties of men who were in the neighborhood. During all this time it was notorious that bodies of armed men were prowling about the farm of my father, and in the neighborhood. Nearly every night they came about our house; this was the common report at the time, and has been notorious ever since; no one can doubt it, or that my father's corn was lost in consequence. And further this deponent saith not.

CHARLES H. PENNOCK.

Subscribed in my presence, and sworn to before me this 18th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Henry L. Pennock.

LEAVENWORTH COUNTY, ss:

Isaac B. Pennock, of lawful age, being first duly sworn, deposes and says: The above petitioner, Henry L. Pennock, is my father; he came to Kansas in the month of April, 1855, and has resided here ever since. In the summer of 1856, he raised a crop of more than thirty-five acres of corn. About the middle of August, he went to Pennsylvania on business, and left my mother, brothers and sisters at home; and left under the charge of my brother and myself, his corn. About a week after my father left home, Captain A. B. Miller, with sixteen armed men on horseback, in the night about 11 o'clock, surrounded our house—my brothers and myself escaped from the house and hid in the corn. We believed it to be certain death for us to remain in the neighborhood, on account of our being free-State men. They sent word to us that they would take my brother, William Pennock, to Missouri, to hang him; he had been a member of

the Topeka legislature. We were compelled to escape to save our lives. We all returned about the same time—about the 1st of October, I think. While we were gone, there was no one left at home to take care of the corn; my mother was sick, very low with the typhoid fever, all the while; a sick man lay there at the house all the while; and there was no one to attend to the sick but my sisters. The corn was left entirely unprotected, nor could this be avoided. It was notorious that the whole neighborhood was infested with bands of armed men, robbing and stealing horses, and destroying the corn and other property. My father's corn was very good; it was forming roasting-ears, when we were driven away. It would yield at least forty bushels to the acre. When I returned the corn was nearly destroyed; I would say, at least, two-thirds destroyed; it had been eaten up, destroyed, and carried off. There was more than six hundred bushels of corn destroyed. It was destroyed in consequence of the troubles, and as was believed and very well known by everybody in the neighborhood, by theiving men breaking down the fences and turning in their stock. No compensation has ever been received for the loss of this corn by my father.

ISAAC B. PENNOCK.

Subscribed in my presence, and sworn to before me this 18th day of June, A. D. 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Henry L. Pennock.

The petitioner claims for loss of 600 bushels of corn	-	\$360
The proof sustains the claim, and the same is awarded.		
Add interest, 2½ years, at 6 per cent.	- - - -	54
		<hr/>
Total award	- - - - -	414
		<hr/> <hr/>

SAMUEL A. KINGMAN.
EDWARD HOOGLAND.
HENRY J. ADAMS.

JUNE 20, 1859.

No. 396.

To the board of commissioners appointed under act of February 7, 1859:

The petition of James Comstock, states: That he is a citizen of the Territory of Kansas, and has been since the spring of A. D. 1856; that in the month of August, A. D. 1856, he lost property, growing out of the political troubles of the said Territory, as follows, to wit: One large gray horse, worth \$110. Said horse was taken by a company of armed men, under command of Captain A. B. Miller, of

the Kansas militia; was taken by force and violence. Said horse has never been returned, nor any compensation therefor. The above petition is made and subscribed by the undersigned, as the agent of said James Comstock, and as being cognizant, of his own knowledge, of the facts and statements therein contained. Said James Comstock, is now a resident of Jefferson county, Kansas Territory, and a non-resident of and absent from the county of Leavenworth.

PATRICK KERR.

Subscribed in my presence, and sworn before me this 18th day of June, A. D. 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of James Comstock.

LEAVENWORTH COUNTY, ss:

Thomas A. Minard, being duly sworn, says: That he is acquainted with the petitioner, James Comstock. He is a citizen of Kansas and has been, I believe, since the fall of 1855. In the year 1856 the petitioner resided at Easton, in Leavenworth county. He was the owner of a large gray horse. About the month of August of that year the horse was rode to a house where I was then stopping, by Mrs. Orr. He was hitched in a lot near by, in the rear of the house. While so hitched, Captain A. B. Miller and two of his men came up, rode into the lot, took the side-saddle off the horse, and took him away with them. The horse was worth one hundred and twenty-five dollars or one hundred and thirty dollars. I do not think he ever was recovered, or that any compensation was ever received therefor.

THO'S A. MINARD.

Sworn by me this 18th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

Patrick R. Orr sworn says: He is acquainted with the petitioner, James Comstock. He is a citizen of Kansas Territory, and was such in 1856. He at that time owned a large gray horse. About the month of August of that year my wife rode the horse to the house of a neighbor, about three-fourths of a mile from my residence. I was also at the same house. While there, Captain A. B. Miller and two of his band came up and rode into the lot where the horse was hitched. He, Miller, ordered his men to unhitch the horse and take him along. They did so, and I have never seen the horse since. He was worth one hundred and ten dollars at least. The petitioner lived at my

house until the following spring. He has never received any compensation for the horse, to my knowledge.

PATRICK R. ORR.

Sworn by me this 18th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of James Comstock.

The petitioner claims for loss of one horse.....	\$110 00
The proof is full, and the board award that sum and interest 2½ years, at 6 per cent.....	16 50
Total award.....	126 50

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 22, 1859.

No. 397.

To the board of commissioners of Kansas Territory, appointed under the act of February 7, 1859 :

The petition of Isaac B. Pennock states: That he is a citizen of Kansas Territory, and has been since the fall of A. D. 1854; that he lost property on account and growing out of the political troubles of the Territory, as follows, to wit:

One walnut-stock rifle, and powder-horn	\$20 00
One silver watch	15 00
One new saddle	16 00
	51 00

Said property was taken without my consent, by force and violence, and has not been returned, nor any compensation therefor.

ISAAC B. PENNOCK.

Subscribed in my presence, and sworn to before me this 18th day of June, A. D. 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Isaac B. Pennock.

TERRITORY OF KANSAS, *Leavenworth County, ss :*

Charles H. Pennock, of lawful age, being first duly sworn, deposes and says : I am the brother of the petitioner. My brother, Isaac B. Pennock, has lived in the Territory since 25th of November, A. D. 1854. On the 17th day of January, 1856, the day of the election, while my brother aforesaid, my brother Joseph Pennock, Paul Dowling, and myself, were on our way to the election at Easton, we were met by a company of armed men, about twenty in number, and were robbed of our guns and some other articles, of which the gun and powder-horn mentioned in the aforesaid petition of my brother, were a part. Said gun and powder-horn were worth at least twenty dollars. The powder-horn cost two dollars and fifty cents. The gun was half-stock. My brother's watch, mentioned in his petition, was left in care of Mr. Golden, of the city of Leavenworth, by me, in the month of August, A. D. 1856. Said Golden's shop was broken open by a company of men, armed, said to be A. B. Miller's company, and the watch taken away. Soon after peace was established, I returned to Leavenworth, and saw that the shop aforesaid, had been robbed, and all valuable articles carried off, and the door shot full of holes. This watch has not been recovered nor any compensation therefor. It was a silver watch, worth about fifteen dollars. I asked Mr. Golden concerning the watch, but he could give no other account of it than that it was taken by the armed men aforesaid. Mr. Golden was shot during these troubles. About the month of November, I think, of 1856, after the troubles, a man came to my brother for a saddle which belonged to him. My brother, Isaac B. Pennock, gave him his saddle, to compensate him for the loss of his (the man's) saddle, which my brother told him he had been robbed of during the troubles by some of the companies. This saddle was worth about sixteen dollars. All the aforesaid articles were lost durnig and in consequence of the political troubles in Kansas. And further this deponent saith not.

CHARLES H. PENNOCK.

Sworn to and subscribed before me this 18th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Isaac B. Pennock.

LEAVENWORTH COUNTY, *ss :*

Isaac B. Pennock, of lawful age, being first duly sworn, deposes and says : I am the petitioner in the foregoing petition ; I came to the Territory in the month of November, A. D. 1854. On the 17th day of January, A. D. 1856, while on my way to Easton to the election, in company with my two brothers, Charles Henry Pennock

and Joseph Pennock, and Paul Downin, we were met by some twenty armed men, commanded by a man named McLearn, I think, who stopped us and took away from us our guns and powder horns, and took my brother, Charles Henry Pennock, prisoner, and kept him until night. My gun was taken at this time; it was worth, together with my powder horn, which was also taken at the same time, at least \$20. I have never seen it since, although I have tried to get it. My watch was sent by the hand of my brother to the silversmith in Leavenworth, and, after being repaired, was left in the charge of Mr. Golden, of Leavenworth, in his shop; he was a gunsmith. Mr. Golden was driven away from the city during the time this watch was there, (the month of September, 1856;) his shop was broken open and shot into and rifled of its contents: among other things my watch was taken. These facts were not personally known to me at the time, though they were notorious in the neighborhood. Nearly all the free-State people were driven away from home at the time, and after the peace was established I saw the shop of Mr. Golden, robbed of its contents. I never received my watch since. It was worth \$15. My saddle was taken from me by some one, I know not who, at Lawrence, Kansas Territory. There were companies of armed men there at the time, in consequence of the political troubles; everything was in confusion and disorder. There seemed to be no safety for property of any kind. My saddle was taken without my consent, nor could I avoid it. I have not been able to recover it, nor any compensation for it; nor have I recovered the watch or the gun and powder horn, nor any compensation for them, or any of them.

ISAAC B. PENNOCK.

Subscribed in my presence and sworn to before me the 18th day of June, A. D. 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Isaac B. Pennock.

The petitioner claims in this case for property lost	-	\$51 00
The proof establishes the claim.		
Add interest, 2½ years, at 6 per cent.	- - -	7 65
Total award	- - - -	<u>58 65</u>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 20, 1859.

One pair cast-steel pincers, one pair of steel plyers, one stone hammer, one cabinet makers' chisel, one-inch; two handsaw files, one large half-round file, one cast-steel hammer, two pairs blacksmith's tongs, and one chopping axe	-	-	-	-	-	-	\$30 00
Two acres corn	-	-	-	-	-	-	100 00
Five tons hay	-	-	-	-	-	-	50 00
							245 00
							245 00

And your petitioner further states that he has never received any compensation, either in whole or in part, on account of the foregoing damages and losses, and he therefore prays that he may be allowed for the same as in such cases made and provided.

JAMES CUMMINGS.

James Cummings, being duly sworn, says the matters and things set forth in the foregoing petition are true and correct.

JAMES CUMMINGS.

Sworn to before me and subscribed in my presence this 16th day of June, 1859.

CALEB S. PRATT,

Clerk of Probate Court, Douglas County, K. T.

In the matter of the petition of James Cummings.

Thomas R. Herd, being duly sworn, says: That during the fall of 1856 he was residing on the California road, about eight miles from Lawrence, in Douglas county, Kansas Territory, and within one-fourth of a mile from the house in which James Cummings then lived. About the 1st of September, A. D. 1856, a body of armed men, under the command of General Richardson, were encamped for about one week in the neighborhood of (Mr. Cummings) petitioner's house. I saw numbers of these armed men in and around the house of petitioner every day of the week; petitioner's house was in full sight from my house; the armed men were all pro-slavery in principle, and petitioner was at that time a free-State man. During that week petitioner left his own house and came to my house and stayed with me. I know that considerable damage was done to petitioner's house; the weatherboarding was torn off, the chinking knocked out, windows broken out, door broken in, and I should estimate the damage to the house at over thirty dollars. Everything was taken from the house or destroyed, excepting the petitioner's stove. Before the armed men entered the house petitioner had bedding, consisting of a buffalo robe, worth \$4; two pillows, worth over \$2 apiece; also one blanket, worth \$2 50; one quilt, worth \$3. Petitioner lost all the furniture to his stove, and I know that his stove was well furnished, and should think it was worth

\$15. Petitioner also had a good many tools about his house; I do not know how much he lost, but I know he lost some. Petitioner had two and one-half acres of corn, which was growing well; I saw horses in the corn belonging to the armed men, and the crop was entirely destroyed. I should think petitioner's loss of corn could not be less than \$75. I helped petitioner to cut and put up part of his hay; he had from five to seven tons of hay, which was worth at least \$10 a ton, and it was almost entirely destroyed, and petitioner did not save any of it. The hay was put up in cocks, and was lost because petitioner was kept away, so that he could not stack it. The loss of the petitioner was occasioned by the political disturbances in this Territory. Petitioner has never, to my knowledge, been remunerated, either in whole or in part, for any of his losses.

THOMAS R. HERD.

Sworn to before me this 16th day of June, A. D. 1859.

[L. s.]

OWEN H. BASSETT,

Notary Public.

In the matter of the petition of James Cummings.

Ellen Herd, being duly sworn, says: I am the wife of Thomas R. Herd, the witness who has been examined, and I lived about one-fourth of a mile from petitioner's house in the fall of 1856, on the California road, about eight miles from Lawrence, Douglas county, Kansas Territory; am well acquainted with petitioner; I used to make his bed for him, and was frequently in his house. A body of armed men, commanded (as I was informed at the time) by General Richardson and General Stringfellow, encamped near the petitioner's house in the month of September, 1856, and were in and around his house every day. When the armed men left the neighborhood the petitioner's bedding was gone; it consisted of one buffalo robe, worth \$4; two pillows, worth at least \$3 each; one blanket, worth \$2 50; one quilt, worth \$3 50. I don't know whether he lost any pantaloons or not; I know that he said that he lost some at that time. He lost also the furniture belonging to his store, consisting of one large copper-bottomed boiler; one teakettle; one coffee boiler; one cast-iron pot; two skillets; one bread-pan; I should think the stove furniture was worth \$15. I heard him often say that he lost a good many tools, but do not know of how much value they were. I know that his field of corn was destroyed; it was growing nicely, and it was entirely eaten up and destroyed. I know that he had considerable hay cut, and that while he was away from home, and prevented from stacking it, the heavy rains fell upon it and rendered it unfit for use. I know that this property was destroyed by this body of armed men.

ELLEN ^{her} × _{mark.} HERD.

Sworn and subscribed to before me this 16th day of June, 1859.

[L. s.]

OWEN A. BASSETT,

Notary Public.

In the matter of the petition of James Cummings.

Petitioner claims for sundry articles destroyed in and about the house - - - - -	-	-	-	-	-	\$63 00
Damage to house - - - - -	-	-	-	-	-	32 00
Two acres of corn destroyed - - - - -	-	-	-	-	-	100 00
Five tons of hay destroyed - - - - -	-	-	-	-	-	50 00
						<u>245 00</u>

The loss of the articles is proved, but the commissioners think the estimates too high.

On the whole claim the commissioners award - - - - -	-	-	-	-	-	\$200 00
Interest, at 6 per cent., for 2½ years - - - - -	-	-	-	-	-	30 00
Total award - - - - -	-	-	-	-	-	<u>230 00</u>

HENRY J. ADAMS.
SAMUEL A. KINGMAN.
EDWARD HOOGLAND.

No. 399.

To the honorable board of commissioners for the adjustment of claims:

Your petitioner, Thomas R. Herd, respectfully represents to your honorable board, that he is a *bona fide* citizen of the Territory of Kansas; that he has actually resided in said Territory since the month of March, A. D. 1855. He further represents that during the month of September, in the year 1856, a party of men, appearing to be under the command of one known as General Richardson, forcibly entered and quartered themselves in the house of your petitioner; that this party remained in the house of your petitioner for the space of one week, and that said party consisted of about one hundred and fifty men, all of whom were fed and lodged by your petitioner, and kept their sick in the house of your petitioner; that during the time said party were so quartered they neither paid nor offered to pay any sum for said quarters, and they never paid nor offered to pay any sum whatever for said quarters. Your petitioner states that he suffered damage by the stay of said party to the amount of four hundred and fifty dollars, as shown in the annexed schedule.

Your petitioner further states that during the week that the aforesaid party were at his house there were taken from the said house, without the knowledge or consent of your petitioner, the following articles, to wit: Two rifles and two shot-guns, of the value of \$32, as per annexed schedule; and your petitioner verily believes that the said rifles and guns were taken away by the same party who were at his

house during the time hereinbefore mentioned. He further states that he never again received said rifles and guns, nor any compensation therefor.

One week's board for 150 men, lodging and care of sick, at						
\$3 per week	-	-	-	-	-	\$450 00
Two rifles, at \$8 each	-	-	-	-	-	16 00
Two shot-guns, at \$8 each	-	-	-	-	-	16 00
						482 00
						482 00

Your petitioner craves the attention of your honorable body to the above petition, and that you will award him such damages as, in view of the above statements and in your judgment, you may deem just and proper; and, as in duty bound, your petitioner will ever pray.

THOMAS R. HERD.

Thomas R. Herd, being first duly sworn, deposes and says that the matters and things set forth in the foregoing petition are true and correct, and that he has received no compensation, either in whole or in part, for the damages therein claimed.

THOMAS R. HERD.

Sworn to and subscribed before me this 15th day of June, A. D. 1859.

JAMES C. HORTON,
Deputy Clerk Probate Court, Douglas County.

In the matter of the petition of Thomas R. Herd.

James Cummings, being duly sworn according to law, says: I lived in the month of September, 1856, about one-fourth of a mile from the house of Thomas R. Herd, the petitioner, near the California road, about eight miles from Lawrence, in Douglas county, Kansas Territory. A body of armed men had assembled at Lecompton, under the command of General Richardson, and marched out near petitioner's house and encamped and stayed about a week; just as they were about encamping upon their first arrival two men on horseback rode up to Mr. Herd's house, and one of them called to Mr. Herd to come up to them; they said, we want your horses, sir; he said that he had no horses; they replied, you're a damned liar, you have got horses; he said he had none; they asked him which party he belonged to; he said he did not belong to any party, but stayed at home and minded his own business; they replied, you're a damned abolitionist; and they said they would shoot him, and both pulled out their revolvers and cocked them, and one presented his revolver to Mr. Herd's breast and declared he would shoot him down, and the other remarked several times to his comrade, shoot him, shoot the damned abolitionist; then Mr. Herd pulled out a paper from his pocket and gave it to the man

who was pointing the pistol to his breast, and Mr. Herd said that he understood by that letter that his family and property were to be protected; they read it aloud, and it was purporting to have been signed by Governor Shannon, Secretary Woodson, and General Richardson, and they immediately left. A company of armed men soon after came down the California road from towards Topeka on horseback, and stopped at Mr. Herd's house and got some water, and then rode off; soon after the encampment was formed they commenced coming to Mr. Herd's house, demanding something to eat; Mr. Herd was a free-State man, and was afraid to refuse to feed them, and I should think that nearly the whole encampment ate at petitioner's house at least twice every day while they were in the neighborhood; some one was in the house eating nearly all the time, and Mrs. Herd did not take any rest for three days and nights, but spent nearly her whole time cooking for them. Crowds of them slept in and around the house every night; they even slept out in the back kitchen on the ground floor; they took possession of the house as if it was their own, and appropriated everything to their own use while there, and I should think it was a damage of at least \$200; I know that when Mr. Herd's family came to the country he purchased a large quantity of provisions, sugar, coffee, tea, flour, and many other articles, as he thought or said at that time to last him a year; he purchased these things in the spring of 1856; he had been keeping a boarding-house and quite a number of boarders before this time, and had a quantity of provisions on hand at this time, and when these armed men came into the neighborhood the boarders, all but two, left. The guns mentioned in the petition were taken while I was away from the house after a barrel of water; I had several days before placed them under one of the beds; they consisted of two rifles and two shot-guns, worth about \$8 each; I was told as soon as I returned that the armed men had taken them.

JAMES CUMMINGS.

Sworn to before me and subscribed in my presence this 16th day of June, A. D. 1859.

[L. s.]

OWEN A. BASSETT,
Notary Public.

In the matter of the petition of Thomas R. Herd.

Martha E. Kelly, being duly sworn, says: Thomas R. Herd lived in the fall of 1856 on the California road, eight miles from Lawrence, in Douglas county, Kansas Territory; in the month of September, 1856, I lived about one mile northeast of petitioner's house, and at that time a body of armed men encamped about one-fourth of a mile from petitioner's house, said to be commanded by General Stringfellow and General Richardson; my husband went to Lecompton to join the company, and I went to Mr. Herd's house to stay during his absence; these armed men used to come into Mr. Herd's house every day, and

would help themselves to everything that they wanted, and would order Mrs. Herd around to wait upon them and get them victuals; I was not at Mr. Herd's house when they first commenced coming to it; they would occupy all the beds they could get at night, and stretch themselves all about the floor; Mr. Herd generally had a quantity of provision on hand; he is a farmer; I saw some guns taken from Mr. Herd's house; I do not know how much they were worth; I think they took four; the company of armed men encamped in the neighborhood were pro-slavery in principle, and Mr. Herd was a free-State man; I was pro-slavery in principle at that time; I should think, from the best of my knowledge, from what I saw, that it was at least two hundred dollars damage to Mr. Herd to board the men about his house during the week; they kept their sick in Mr. Herd's house, and caused a great deal of trouble; I think that Mr. Herd did not dare to refuse to board these men or keep their sick; I think if he had they would have compelled him to have done what he did do, and perhaps more.

MARTHA E. ^{her} X KELLY.
mark.

Subscribed in my presence and sworn to before me this 16th day of June, 1859.

[L. s.]

OWEN A. BASSETT,
Notary Public.

In the matter of the petition of Thomas R. Herd.

Petitioner's claim, No. 235, has already been acted on; this one cannot be allowed; the same item claimed in this petition at \$450 is claimed in the other at \$25; neither item is allowed. The petitioner was before the board when the proof was taken in that case.

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 20, 1859.

No. 400.

To the commissioners appointed under the provisions of an act approved February 7, 1859, to provide for the adjustment and payment of claims for losses in the Territory of Kansas between the first day of November, 1855, and the first day of December, 1856 :

Your petitioner respectfully represents: That he is a citizen of the Territory of Kansas, and has been since the year 1855, and had on the 25th day of October, 1856, two horses stolen or taken by parties

engaged in the Kansas difficulties, which he never received back or received any remuneration therefor; the above horses, valued at the following prices, to wit:

One horse	-	-	-	-	-	-	-	-	-	-	-	\$150
One horse	-	-	-	-	-	-	-	-	-	-	-	125
												275
												275

G. W. BARNES.

Subscribed and sworn to before me this 18th day of June, 1859.

[L. s.]

THOMAS S. WRIGHT,

Notary Public, Nemaha County, Kansas Territory.

Personally appeared before me Mahlon Nevill, to me well known to be the person who subscribed to this affidavit, who, being by me duly sworn, deposes and saith: That on or before the 25th day of October, 1856, George W. Barnes had stolen or taken from him two horses, by parties engaged in the Kansas difficulties, of the value of, one worth one hundred and fifty dollars, and the other worth one hundred and twenty-five dollars, making \$275.

MAHLON P. NEVILL.

Subscribed and sworn to before me this 18th day of June, 1859.

[L. s.]

THOMAS S. WRIGHT,

Notary Public, Nemaha County, Kansas Territory.

Personally appeared before me David M. Locknane, to me well known to be the person who subscribed to this affidavit, who, being by me duly sworn, deposes and saith: That on or before the 25th day of October, 1859, George W. Barnes had stolen or taken from him two horses, by parties engaged in the Kansas difficulties, worth \$150 and \$125 each, making \$275.

DAVID M. LOCKNANE.

Subscribed and sworn to before me this 18th day of June, 1859.

[L. s.]

THOMAS S. WRIGHT,

Notary Public, Nemaha County, Kansas Territory.

In the matter of the petition of G. W. Barnes.

The petitioner claims in this case for two horses lost -	-	-	\$275	00
Proof satisfactory as to the whole claim.				
Add interest, 2½ years, at 6 per cent.	-	-	41	25
Total award	-	-	316	25

SAMUEL A. KINGMAN.
 HENRY J. ADAMS.
 EDWARD HOOGLAND.

JUNE 22, 1859.

No. 401.

To the commissioners appointed under the provisions of an act approved February 7, 1859, to provide for the adjustment and payment of claims for losses in the Territory of Kansas between the first day of November, 1855, and the first day of December, 1856:

Your petitioner respectfully represents: That he is a citizen of the Territory of Kansas, and has been since the year 1855; and further represents, that about the last of August, 1856, he had one horse stolen or taken by a war party engaged in the Kansas difficulties, for which he has never had returned, or received any remuneration whatever; valuation of said horse \$100.

MAHLON P. NEVILL.

Subscribed and sworn to before me this 18th day of June, 1859.

[L. s.]

THOMAS S. WRIGHT,
Notary Public.

Personally appeared before me George W. Barnes, to me well known to be the person who subscribed to this affidavit, who, being by me duly sworn, deposed and saith: That on or before the last day of August, 1856, Mahlon Nevill had stolen or taken from him by a war party engaged in the Kansas difficulties, one horse of the value of one hundred dollars, (\$100.)

G. W. BARNES.

Subscribed and sworn to before me this 18th day of June, 1859.

[L. s.]

THOMAS S. WRIGHT,
Notary Public.

Personally appeared before me Amos Shoemaker, to me well known to be the person who subscribed to this affidavit, who, being by me duly sworn, deposed and saith: That on or before the last day of August, 1856, Mahlon Nevill had stolen or taken by the war parties engaged in the Kansas difficulties, one horse of the value of one hundred dollars, (\$100.)

AMOS SHOEMAKER.

Subscribed and sworn to before me this 18th day of June, 1859.

[L. s.]

THOMAS S. WRIGHT,
Notary Public.

In the matter of the petition of Mahlon P. Nevill.

The petitioner claims in this case for loss of horse	-	-	\$100	00
The claim is sustained by the proof, and an award is made accordingly.				
Add interest, 2½ years, at 6 per cent.	-	-	-	15 00
Total award	-	-	-	<u>115 00</u>

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 22, 1859.

No. 402.

To the commissioners appointed under the act of February 7, 1859, to provide for auditing and adjusting claims for damages arising out of the disturbances in the Territory between the 1st day of November, 1855, and the 1st day of December, 1856:

Your petitioner, James L. Byers, represents that he is one of the late firm of Byers & Jewett; and that on or about the 1st day of September, 1856, the said firm of Byers & Jewett were the legal and proper owners of the property set forth in the bill hereto annexed and made part of this petition, and that they were then and are now citizens of Kansas Territory. He further represents that on or about the 1st of September, 1856, aforesaid, the storehouse of George Wetherill, in the city of Leavenworth, was burned by (as he believes) the marauding bands then in the said city, the said goods being in said building, and that said goods were wholly lost to the petitioners, and that they have never received any compensation therefor.

JAMES L. BYERS.

Sworn and subscribed before me this 22d day of June, 1859.

SAM'L A. KINGMAN,
Commissioner.

Byers & Jewett's claim for goods stolen or destroyed by fire at the burning of the storehouse of George Wetherill, Delaware street, when Philips's house was burnt by the mob, September, 1856, the goods below being in said store at the time it was burnt or destroyed.

6 pairs women's calf shoes, \$1 50.....	\$9 00
1 case of boots, one dozen pairs, at \$3... ..	36 00
9 pairs men's rubber overshoes, at \$1 50.....	13 50
6 pairs women's rubber overshoes, at \$1 25.....	7 50
3 pairs women's buskins, at \$1 25	3 75
3 pairs women's gaiters, at \$1 50.....	4 50
6 pairs women's buskins, at \$1.....	6 00
6 pairs misses' calf shoes, at \$1 30.....	7 80
1 pair women's rubbers.....	1 25
	<hr/>
	89 30
Cash received on the above from George Wetherill, the amount sold previous to the fire.....	20 00
	<hr/>
	69 30
	<hr/> <hr/>

In the matter of the petition of James L. Byers and — Jewett.

George Wetherill, being duly sworn, says: I know the petitioners. In the summer of 1856 they placed some boots and shoes in my store, on Delaware street, between Second and Third streets, for sale. Those remaining unsold at the time my store was burned were destroyed with my own property. I have examined the list attached to Mr. Byers's petition, and I think the value and numbers of the articles therein stated are correct. The destruction of this property was a total loss to them. They have received no compensation for the loss of this property, to my knowledge.

GEORGE WETHERILL.

Sworn by me this 22d day of June, 1859.

HENRY J. ADAMS,
Commissioner.

P. S.—For proof of the burning of Wetherill's store, see evidence in his case, No. 22.

In the matter of the petition of James L. Byers.

The commissioners think the proof warrants an award for the whole amount claimed.....	\$69 30
Interest, at 6 per cent., 2½ years.....	10 40
	<hr/>
Total award.....	79 70
	<hr/> <hr/>

HENRY J. ADAMS.
SAM'L A. KINGMAN.
EDW'D HOOGLAND.

JUNE 23, 1859.

No. 403.

MARTIN HEFFERLIN *vs.* THE TERRITORY OF KANSAS.

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

To the board of commissioners of claims established by the act of the territorial legislature of 1859 :

Martin Hefferlin, the claimant in this application for an allowance, humbly showeth to your honors, that he was a citizen of the Territory of Kansas in the year 1856, from the beginning thereof, and has been ever since and is now a citizen of Kansas Territory ; and that he applied for the same allowance under a former act of said territorial legislature, and filed his proof with H. J. Strickler, esq., appointed by the said former act, for the loss of a horse of the value of one hundred and forty dollars.

The said Hefferlin therefore prays that your honorable body may take the proof filed with your honorable board and allow the said claim, and your petitioner will ever pray, &c.

WM. G. MATHERS,
Attorney for Hefferlin.

Sworn to before me by Wm. G. Mathers June 25, 1859.

SAMUEL A. KINGMAN,
Commissioner.

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

Petition of Martin Hefferlin, of the county and Territory aforesaid, under an act of the territorial legislature entitled "An act to provide for the auditing of claims," approved February 23, 1857.

I, Martin Hefferlin, of the county of Leavenworth and Territory aforesaid, represent unto the honorable commissioners: That I have sustained losses in consequence of, and growing directly out of, the difficulties in this Territory, by way of loss of property since the organization of the Territory, as follows, to wit: One large bay horse, taken at Summersville, near Easton, in said county. Said horse was about five years old, taken by Captain Harvey's company, about the 9th day of September, 1856, the same day he passed through Easton, spoken of in Messrs. Dawson, Gallagher, and Comstock's petition, worth about \$140; and Captain Martin's (Kickapoo Rangers) company passed my house in September, 1856, or about that time, and caused an accident to a neighbor's wagon, for which I paid five dollars, and he said he would pay for it. The said horse was tied near my house, where he had just been fed, when the man belonging to said company (Harvey's) came over Stranger creek to my house and took the horse off about 100 yards and saddled him and went off with him; that I have never recovered said property, or any part thereof, nor compensation or indemnity therefor in any manner whatsoever.

MARTIN HEFFERLIN.

Sworn to and subscribed before me the 28th day of October, 1857.

H. J. STRICKLER,
Commissioner.

Territory of Kansas to Martin Hefferlin, Dr.

1857.—To one horse..... \$140

MARTIN HEFFERLIN.

TERRITORY OF KANSAS, *County of Leavenworth :*

This affiant, David Large, personally appeared before the Hon. H. J. Strickler, commissioner, and makes oath that he believes the facts set forth in the foregoing petition are true; that he is personally acquainted with the facts, and is acquainted with Martin Hefferlin, the petitioner; that he is a resident of Kansas Territory, a peaceable and quiet man; that I was at his house on the day his said horse was taken by Captain Harvey's company, and saw the said horse taken

off, as described in the foregoing petition ; that the said horse was worth \$140, or thereabouts, as he thinks.

DAVID ^{his} + LARGE.
mark.

Sworn to and subscribed before me October 27, 1857.

H. J. STRICKLER,
Commissioner.

In the matter of the petition of Martin Hefferlin.

The petitioner claims in this case for horse	-	-	-	-	\$140 00
From the petitioner's and witnesses' language in fixing its value, we think an award is right for	-	-	-	-	125 00
Interest, 2½ years, at 6 per cent.	-	-	-	-	18 75
Total award	-	-	-	-	143 75

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

JUNE 25, 1859.

No. 404.

W. F. Dyer, in the matter of a claim for damages arising out of property destroyed in Kansas Territory in 1856, before the commission to audit damages for losses, &c.

The petitioner, W. F. Dyer, respectfully represents to the commission, that he was in the summer of 1856, and for a long time prior thereto, and has since been up to the present time, a citizen of Kansas Territory ; that he was engaged in the month of September in that year in the mercantile business at the town of Osawkee, in said Territory ; that in the month aforesaid, whilst lawfully pursuing his business, certain depredations were committed upon his property by a body of armed men ; that the result of their depredations was the destruction of his stock of goods and merchandise ; that the total loss accruing to him from this transaction was \$6,000, for the particulars and proof of which he refers to the testimony submitted to a previous commission, of which H. J. Strickler was the commissioner. The petitioner also avers that he has never received any compensation for the said losses, and that he believes his claim to be just, and therefore prays its allowance by the commission.

W. F. DYER.

Sworn to and subscribed before me this 22d day of June, 1859.

HENRY J. ADAMS,
Commissioner.

Schedule of property taken from and losses sustained by Wm. F. & Geo. M. Dyer, in the town of Osawkee, Jefferson county, Kansas Territory, in the month of September, A. D. 1856, by a party of armed "free-State" men, under a military organization, commanded by Whipple, Ritchey, and others, viz:

One hundred and fifty pairs Indian blankets, at \$10 per pair	-	-	-	\$1,500 00	
Satinets, cloths, flannels, linseys, tweeds, cassi- meres, hosiery, gloves, &c.	-	-	-	1,000 00	
Boots, shoes, and ready-made clothing	-	-	-	800 00	
					<u>\$3,300 00</u>
Hardware, consisting of hatchets, hammers, saws, files, cutlery, (pocket and table,) razors, augers, &c.	-	-	-	300 00	
Guns, pistols, powder, lead, caps, &c.	-	-	-	300 00	
Groceries and provisions	-	-	-	500 00	
					<u>1,100 00</u>
Saddlery, consisting of bridles, saddles, har- ness, surcingles, girths, cruppers, &c.	-	-	-	250 00	
Hats and caps	-	-	-	125 00	
					<u>375 00</u>
Two mules, at \$200 each	-	-	-	400 00	
One horse	-	-	-	175 00	
One horse	-	-	-	150 00	
One horse	-	-	-	150 00	
One gray mare	-	-	-	175 00	
					<u>1,050 00</u>
Beef cattle	-	-	-	100 00	
Set carriage harness	-	-	-	50 00	
Lot of oats	-	-	-	25 00	
					<u>175 00</u>
					<u><u>6,000 00</u></u>

OSAWKEE, *Kansas Territory*, December 7, 1857.

I, Elijah Harding, of Jefferson county, Kansas Territory, swear that I was in Osawkee in September, 1856, at the time that W. F. & G. M. Dyer were robbed by a party of men under command of one Colonel Whipple, and that I saw them take all of their mules and horses, (except one mule,) together with their goods, provisions, guns, &c.; in fact, nearly everything they had except their household and kitchen furniture. And from my own knowledge and observation I have no hesitation in swearing that these men robbed W. F. & G. M. Dyer of at least six thousand dollars. Given under my hand this the 7th day of December, A. D. 1857.

ELIJAH HARDING.

Sworn and subscribed to before me the day and date above written.
[L. s.] J. L. SPUR, *Probate Judge*.

OSAWKEE, JEFFERSON COUNTY, K. T.,
December 7, 1857.

I, Wm. H. Emrick, do hereby swear, that I was in Osawkee at the time a party of men (said to be acting under order of one James H. Lane,) robbed W. F. & G. M. Dyer, and I saw them take and carry off all of their horses and mules, except one mule, together with their stock of goods, harness, saddles, &c., in fact, nearly everything they had save the household and kitchen furniture; and from my knowledge of the facts I have no hesitation in swearing that their losses are full six thousand dollars. This robbery was committed in September, 1856, and the officer who was said to be in command of the party, called himself Colonel Whipple.

W. H. EMRICK.

Sworn to and subscribed to before me this 1st day of December, A. D. 1857.

J. L. SPEER, *Probate Judge.*

To the Hon. H. J. Strickler, commissioner of claims for the Territory of Kansas:

The undersigned would respectfully submit to your consideration the following statement in relation to their losses occasioned by the civil wars in this Territory:

That we reside in the town of Osawkee, county of Jefferson, Territory of Kansas, and are merchants by profession; that during the month of September, A. D. 1856, having on hand a large stock of merchandise, a party of men—one hundred and twenty-five, or more—about that date styling themselves “Free-State Men,” under the command of Whipple, Ritchey, and others, hailing from Topeka, did enter our town, and by force and violence take from us the quantity of goods, merchandise, &c., as described in the annexed schedule, and at the same time did forcibly seize upon the number of horses and mules as enumerated in said schedule, all of which was our *bona fide* property, and was actually worth the several values attached to the same, and that we have not at any time received compensation or return for the same.

W. F. & G. M. DYER.

Sworn to and subscribed before me this 8th day of February, 1858.

J. W. DAY,
Clerk of Probate Court.

TERRITORY OF KANSAS, *County of Jefferson, ss:*

On this 9th day of February, A. D. 1858, personally appeared before me, clerk of the probate court for the county aforesaid, Territory of Kansas, Jefferson Riddle, O. B. Tebbs, Marion Christison,

William Sprague, and Henry Roach, known to me to be persons of good standing and veracity, who made the following affidavit upon oath, to wit:

TERRITORY OF KANSAS, *County of Jefferson, ss:*

Jefferson Riddle, O. B. Tebbs, Marion Christison, William Sprague, and Henry Roach, being duly sworn, depose and say: That the matters and circumstances set forth in the petition of Wm. F. and George M. Dyer to General Strickler, in relation to their claim against said Territory, are true; that to their knowledge the goods and other articles described in the schedule of said Dyers, annexed to said petition, were actually forcibly taken from their possession by the party referred to in said petition, and that they were worth the several sums of money at which they are estimated in said schedule.

JEFFERSON ^{his} × RIDDLE.

O. B. TEBBS. ^{mark.}

M. CHRISTISON.

WILLIAM SPRAGUE.

HENRY ROACH.

Sworn to and subscribed before me this 9th day of February, 1858.

J. W. DAY,

Clerk of the Probate Court.

In the matter of the petition of Wm. M. Dyer.

Petitioner claims for stock of goods and other property taken from his store at Osawkee, in 1856, by Captain Whipple, Colonel Ritchey, and others, \$6,000.

The proof is vague, not specific, but strong and convincing as to the claim being a just and equitable one. In view of the nature of the case as presented, and the necessity of closing the labors of the commission, no longer delay can be afforded for producing additional testimony. Believing the claim to be well founded, and that the defect of proof is the result of the manner in which the testimony was taken before the former commissioner, we award the claim as presented.

EDW'D HOOGLAND.

SAM'L A. KINGMAN.

HENRY J. ADAMS.

No. 405.

TERRITORY OF KANSAS, *County of Leavenworth:*

Petition of George N. Hinchman, of the county and Territory aforesaid, under an act entitled "An act to provide for the adjustment and

payment of claims," passed by the legislature of the Territory of Kansas, and approved by the governor of said Territory February 7, A. D. 1859.

To the honorable the board of commissioners sitting to audit claims under the act aforesaid:

The petition of George N. Hinchman respectfully showeth unto your honorable body: That he has sustained loss in consequence of and growing directly out of the difficulties in this Territory which prevailed during the interval that elapsed from the 1st day of November, A. D. 1855, to the 1st day of December, A. D. 1856, by way of loss of property, as follows, to wit: that previous to the 1st day of August, A. D. 1856, petitioner was the owner of three horses, and had the same in his possession in the county and Territory aforesaid; that said horses were of the following description, to wit: one horse was a bright bay, with a white star in his forehead, about sixteen hands high; another a light dun, with dark mane and tail, with white feet and legs; the third was a chesnut sorrel, with dark mane and tail, and about sixteen hands high; that the bay and dun horse were worth \$125 each, and the sorrel was worth \$200; that petitioner had been offered \$200 for the sorrel horse a short time previous to the aforesaid 1st day of August, and declined taking it; that on or about the aforesaid 1st day of August these horses were taken from the possession of your petitioner by three men in the service of the free-State party, and attached to the company of one Captain Samuel Walker; that these horses were taken from your petitioner, a free-State man, without his consent, and without his knowledge; that petitioner procured one John Wright to accompany him to the town of Lawrence, in said Territory; that at said town of Lawrence petitioner was informed that the company of Captain Samuel Walker had proceeded in the direction of Nebraska City; that petitioner then returned to Leavenworth county, and started from there in company with one M. P. Rively for the city of Nebraska, where petitioner and said Rively arrived some time in the middle of the month of August, A. D. 1856; that upon his arrival at Nebraska City petitioner was informed that Cook and Randlet, two men belonging to the company of said Walker, and who had the bay and dun horses of petitioner hereinbefore mentioned, had been discharged, and had proceeded to Iowa City for the purpose of selling the said horses; that petitioner pursued said Cook and Randlet and overtook the horses at Fort Des Moines, in the State of Iowa; that said horses had, however, been sold by the said Cook and Randlet previous to the arrival of petitioner at Fort Des Moines; that petitioner obtained the said bay and dun horses by action of replevin, and brought them back to the county of Leavenworth aforesaid with him; that in his efforts to recover the horses aforesaid petitioner incurred great expense, to wit, the actual outlay and expenditure of \$320; petitioner further states that he has never seen the sorrel horse above mentioned since he was taken from petitioner's possession, though petitioner has been frequently informed that said horse was employed in General Lane's army by persons who

had been attached to said army. The said petitioner further represents unto the honorable board of commissioners that none of the property described herein, and in the accompanying statement of loss, has ever been restored to him except in the manner herein stated, nor has he received any compensation for his loss.

Sworn to and subscribed before me this 25th day of June, A. D. 1859.

Statement of the loss sustained by George N. Hinchman, in consequence of and growing directly out of the difficulties in the Territory of Kansas, between the 1st day of November, A. D. 1855, and the 1st day of December, 1856.

One sorrel horse	-	-	-	-	-	-	\$200 00
Expense incurred in trying to recover three horses taken, and mentioned in petition	-	-	-	-	-	-	320 00
							<u>520 00</u>

George N. Hinchman, being duly sworn, makes oath and says that the foregoing statement of loss is just, true, and correct, and that he has received no compensation therefor.

GEO. N. HINCHMAN.

Sworn to and subscribed before me this 28th day of June, 1859.

S. B. WILLIAMS, J. P.

In the matter of the petition of George N. Hinchman.

LEAVENWORTH COUNTY, ss:

Martin P. Rively, being first duly sworn, says: That he knows the petitioner. I know that in the summer of 1856 the petitioner lost three horses—one a light roan or sorrel, one cream color, and the other I don't recollect; they were lost prior to August, 1856. I went in the company of petitioner, while he was hunting for his horses, from his home in Salt creek to Weston; from there, in the stage, to St. Joseph, where we remained two or three days—a day or two, perhaps, only; we took a boat and went up to Nebraska City; I went no further with him; we remained in that place some three or four days endeavoring to ascertain where the horses were. We met some gentlemen at Nebraska City who told us the horses had gone to Iowa; that is, two of the horses. The other horse I had heard was in possession of a man in Captain Walker's company. Mr. Hinchman employed a man to go with him from Nebraska City to Iowa, by the

name of Myers, agreeing to pay Myers \$5 per day; buying a buggy, and putting Myers's mules into it, they started for Iowa, and I came back on a boat. I was not in Hinchman's employ, having business of my own. Mr. Hinchman was absent from his home after the horses over three weeks. The buggy cost him over a hundred dollars. I think the fare from Weston to St. Joseph was \$2 50; from there to Nebraska City \$10; and board there \$2 per day. I think Hinchman's time was worth \$4 per day while he was gone after the horses. I had seen two of the horses when lost. Saw them some time after they were recovered—say two or three weeks; they were in good condition when they were taken; were poor when I saw them—worked down, and diminished in value 25 per cent. I know of no injury, except such as might grow out of hard work, that the horses sustained. One horse he never recovered. I don't know his value. The two horses he recovered were worth \$100 each when they were lost; that is what he asked for them.

M. P. RIVELY.

Sworn to before me June 27, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of George N. Hinchman.

LEAVENWORTH COUNTY, ss:

John Wright, being duly sworn, says: That he is acquainted with the petitioner, George N. Hinchman; that he is a citizen of Kansas Territory, and has been since the month of August, 1856, when I first knew him. He was residing here then. In August, 1856, Mr. Hinchman came to my house on Fall creek, a branch of the Big Stranger, in Leavenworth county, to get me to go and help him hunt some horses that he had lost, as he said, in Salt Creek valley. He described the horses. I went with him to Lawrence; after spending a day or two in Lawrence and neighborhood, we heard of the horses; heard them described. I went to Topeka; there I heard that horses of the same description had passed there on the way to Nebraska City. I returned home, informed petitioner of the information I had got, and advised him to go on to Nebraska City. In September I was in Lawrence; was told there by a man that had been making inquiries that there was one of the horses had been traded off near Nebraska City, and that the man who had traded him off had returned to Lawrence or in the neighborhood; that the two men who had the other horses had gone on to Iowa. While I was in Lawrence my father received a letter from a man in Fort Des Moines making inquiries about Mr. Hinchman, and stating that he (Hinchman) had been there with a man who claimed the two horses as a purchaser from Hinchman. The object of the letter was to ascertain whether

Hinchman had such horses, and had lost them. I answered the letter at my father's request.

I saw Mr. Hinchman at the land sales at Fort Leavenworth; I think in November, 1856. He had got two of the horses, as he told me; he showed me one of them, which answered the description of the one he had lost, as he gave it to me. I had never seen his horses to know them. The one I saw was a dun horse. He told me that he (Hinchman) had sold the two horses (or the chance of them) to a man who had gone on with him, and the horses were recovered in the other man's name, and that the cost of the recovery was as much as the horses were worth. While I was with him he must have spent as much as \$15 or \$20, besides his own time. When in Lawrence the first time with Mr. Hinchman we heard that horses of a like character and description as those described by petitioner were in the possession of some men who were in Captain Samuel Walker's company, or were with his company. Captain Walker was a free-State man, with an organized company of armed men. Mr. Hinchman was absent as much as two weeks hunting for the horses, as I should judge from circumstances and the letter.

JOHN WRIGHT.

Sworn to before me June 25, 1859.

SAMUEL A. KINGMAN,
Commissioner.

John W. Broadus, being duly sworn, says: That he knows petitioner, and has known him to be a citizen since the spring of 1856, and that he is now a citizen of Kansas Territory. In August he owned three horses: one dun horse, with brown legs, worth \$150; one chestnut horse, worth \$150, and one bay horse, worth \$130 or \$135. I know the horses well, as though they had been my own; to the best of my knowledge they were stolen in July, 1856. Mr. Hinchman came to my house in the morning, and told me that they were gone. I helped him to hunt two days. The country was in an unsettled state; bands of armed men belonging to both parties were passing about and stealing and running off horses. Petitioner was absent from home a month, and I think forty days on the hunt of the horses; told me had gone to Fort Des Moines. I would think \$5 per day would be as low as three such horses could be hired at that time. He recovered the dun and the bay horse; the other I have never seen. Mr. Hinchman is a farmer. His time was worth, at the time he was gone, \$2 per day; I take into consideration the times, the time of the year, and other circumstances, in making my estimate. Mr. M. P. Rively went with him up the river; don't know for what.

J. W. BROADDUS.

Sworn to before me June 25, 1859.

SAMUEL A. KINGMAN,
Commissioner.

John W. Broaddus, being recalled, says: That the two horses recovered were not worth, when they were recovered and brought back, more than half as much as when stolen.

J. W. BROADDUS.

Sworn to before me June 25, 1859.

SAMUEL A. KINGMAN,
Commissioner.

George N. Hinchman, being duly sworn, says: That the actual money he spent in hunting his horses was \$320—for help, fare, and expenses, without counting his time; was gone 29 or 30 days. My time was worth \$2 per day. The statements in the petition are true. I sold my chance of the horses, and bought them back at the same price, neither having made or lost anything by the transaction.

GEO. N. HINCHMAN.

Sworn to before me June 25, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of George N. Hinchman.

Petitioner claims for loss of one sorrel horse	-	-	\$200 00
Money spent in trying to recover this and two other horses			
stolen	-	-	320 00
			<u>520 00</u>

The horse not recovered is valued by Broaddus, who says he knew the horses as well as if they had been his own, at \$150. Rively testifies that he only asked for the two horses recovered \$200. The evidence goes to show that petitioner spent considerable money in recovering his horses, but there is no evidence as to the precise amount but his own statement.

In view of the whole case, the board award to claimant the			
value, as proved, of his three horses	-	-	\$350 00
Interest, 2½ years, at 6 per cent.	-	-	52 50
Total award	-	-	<u>402 50</u>

HENRY J. ADAMS.
EDW'D HOOGLAND.
SAM'L A. KINGMAN.

No. 406.

To the board of commissioners appointed to audit and certify claims under act of February 9, 1859 :

The petitioner represents that he is a citizen of Kansas, and has been since the latter part of March, 1855 ; that on the 18th day of January, 1856, he was the owner of two pistols, or revolvers, of Colt's patent, of the value of fifty dollars, and that said revolvers were taken from him on the said 18th day of January, 1856, in the following manner, to wit :

Your petitioner, in company with several other persons, was traveling peaceably on the highway between Easton, on Stranger creek, in the county of Leavenworth, Territory of Kansas, and Leavenworth city, when he and the other persons who were with him were arrested by a body of men claiming to be pro-slavery men, and compelled to return to the town of Easton aforesaid ; and while on the way back to Easton your petitioner was required to give up his arms, which he did, to one J. W. Martin. Said arms were the two pistols aforesaid.

And your petitioner says further that said pistols have never been returned to him, nor has he ever been in any way recompensed for the same.

In consideration of these facts, your petitioner desires that he may be allowed the sum of fifty dollars, with interest, to compensate him for his loss.

J. C. GREEN.

Sworn to and subscribed before me this 25th day of June, 1859.

HENRY J. ADAMS, *Commissioner.*

In the matter of the petition of Joel C. Green.

Joel C. Green, being duly sworn, says: That he is the petitioner in this case ; that he is a citizen of Kansas, and has been since March, 1855 ; that on the 18th day of January, 1856, he was the owner of two Colt's revolvers, worth \$25 each, and that, on that day, they were taken from me by force, in the manner described in my petition in this case ; that he has never recovered the pistols, nor any compensation for them. We had gone to Easton that day, from Leavenworth, for the purpose of voting for officers under the Topeka constitution. The mayor and council of Leavenworth had issued a proclamation forbidding the said election to be held in the city of Leavenworth. Dr. Davy was acting as mayor, and the proclamation was signed by him and the members of the council. My arms were taken the same day that R. P. Brown was killed, and taken by the same men or body of men that killed him. There is no witness by whom I can directly and positively prove the loss of my pistols, (unless it be H. J. Adams,) now living in this neighborhood, to my knowledge.

J. C. GREEN.

Sworn to before me June 25, 1859.

SAM'L A. KINGMAN, *Commissioner.*

Henry E. McKee, being duly sworn, says: That on the morning of the day of the election at Easton, in January, 1856, when several men went from Leavenworth to Easton to vote, I saw the petitioner on his way to Easton. He had with him then two revolvers. One was worth \$22; I don't know what the other was worth. I did not go to the election, and don't know what became of the pistols, from my own knowledge. Petitioner is a citizen, and has been since April, 1855.

HENRY E. MCKEE.

Sworn to before me June 25, 1859.

SAM'L A. KINGMAN, *Commissioner*.

In the matter of the petition of Joel C. Green.

Henry J. Adams, being duly sworn, says: I have known petitioner since the summer of 1855; he was then living in Leavenworth, and is now.

On or about the 18th day of January, 1856, I was passing from Easton, in this county, to Leavenworth, in company of J. C. Green and several others. When about seven miles from here we were suddenly set upon by an armed band calling themselves "Kickapoo Rangers," and our party were all taken prisoners by them and carried back to Easton; and one of our men, R. P. Brown, was killed. When we were first taken they disarmed our men, and Mr. Green with the rest. I cannot say positively he had two revolvers; know that he had one or more; saw the Rangers disarm our men. I heard Mr. Green say they took two revolvers from him, and I have no doubt his statement is correct.

HENRY J. ADAMS.

Sworn to before me June 28, 1859.

SAM'L A. KINGMAN, *Commissioner*.

In the matter of the petition of Joel C. Green.

The petitioner claims, in this case, for loss of two revolvers....	\$50
The board award the sum of	47
Interest, 2½ years, at 6 per cent.....	7
Total award.....	54

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JUNE 30, 1859.

No. 407.

In the matter of petition of David Bailey.

David Bailey, being duly sworn, deposes and says: That he made a statement of his actual losses incurred during the difficulties of 1856 before H. J. Strickler, late commissioner for auditing claims, which statement was true and correct, to the best of the knowledge and belief of this deponent. This deponent therefore respectfully asks that the proofs, papers, and testimony taken before said commissioner, upon which he made his award in my favor, may be received by the board of commissioners appointed in accordance with the provisions of an act entitled "An act to provide for the adjustment and payment of claims," as his petition and testimony under the present law.

Your petitioner would further represent that he settled in Lecompton in the year 1856, where he has resided ever since.

This deponent would further represent that he has never received compensation or indemnity for said loss in any way whatever.

DAVID BAILEY.

Subscribed and sworn to before me this 17th day of June, 1859.

M. G. FARNHAM, *Notary Public.*

TERRITORY OF KANSAS, County of Douglas, ss:

Under an act entitled "An act to audit claims," passed by the territorial legislature, and approved February 23, 1857, I, David Bailey, of the firm of Bailey & Brother, of the town of Lecompton, county of Douglas, Territory of Kansas, represent unto the honorable commissioner for auditing claims that your petitioner was merchandizing in the town of Lecompton during the year 1856; and that about the 1st of September of said year, when the Territory was in a state of great excitement and disturbance—the acting governor having called out the militia to preserve the peace—a part of said militia was encamped in Lecompton, and, upon the order of Colonel Rogers, an officer of the militia, your petitioner furnished said militia with a bill of goods, (more specifically set forth in schedule,) for the amount of \$36 32. These goods were sold to said Colonel Rogers at the regular retail prices, and were purchased for the use and benefit of said militia. For said goods your petitioner has never received pay.

DAVID BAILEY.

Sworn to and subscribed before me the 16th day of February, 1858.

H. J. STRICKLER, *Commissioner.*

Kansas Territory to Bailey & Brother, Dr.

1856.		
September 1.—To	44 $\frac{1}{4}$ yards muslin, at 16 cents.....	\$7 12
	98 yards muslin, at 15 cents.....	14 70
	1 pair blankets.....	6 50
	needles and thread	40
	2 pounds rope.....	60
September 3.	5 gallons molasses, at \$1.....	5 00
	15 pounds candles.....	1 00
	2 sacks salt.....	1 00
		<hr/>
		36 32
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The above was furnished to Colonel Rogers, of the Kansas militia.

James G. Bailey, being duly sworn, deposes and says that he has heard the foregoing petition read, and knows the facts that are set forth to be true. Your affiant states that he sold the goods to the said Colonel Rogers mentioned in the petition, upon condition that the said Colonel Rogers should pay for the same, which he has never done.

JAMES G. BAILEY.

Sworn to and subscribed before me this 16th day of February, 1858.
H. J. STRICKLER, *Commissioner.*

In the matter of the petition of David Bailey.

The petitioner claims, in this case, for goods sold on a credit, and for which he has not got the pay, \$36 43.

No award can be made. Inadmissible.

EDWARD HOOGLAND.
HENRY J. ADAMS.
SAM'L A. KINGMAN.

JUNE 25, 1859.

No. 408.

In the matter of the claim of Hiram House.

PETITION.

TERRITORY OF KANSAS, *County of Atchison, ss :**To the board of commissioners for the adjustment of claims:*

Petitioner, Hiram House, says: That in the year 1856 he was a resident of the county of Calhoun, in Kansas Territory; he became a resident of said county in the month of May, 1855. Petitioner settled upon and improved a quarter section of land upon the Delaware trust lands in said county, by erecting a dwelling thereon, and fencing and cultivating the same; in the month of August, 1856, he had fourteen acres in cultivation, twelve in corn, one in potatoes, and one in garden stuff. On or about the 20th day of August, 1856, petitioner was returning with his family from a visit to Illinois, having been gone from his house in Calhoun county about three weeks. On the road, near Grasshopper Falls, he and his family were taken prisoners by a company of six or eight armed men, under a man of the name of Dean, from Osawkee; they kept us twenty-four hours and then let us go again. Petitioner's wife was then in delicate health, and immediately fell sick from the fright occasioned by our being taken prisoners, and she never recovered from this sickness, but died in the following February. Petitioner verily believes his wife's sickness and death were occasioned by the fright as aforesaid.

On arriving home about the 22d of August, 1856, aforesaid, petitioner found his house had been plundered, and much valuable property had been carried away, consisting of clothing, bedding, a gun, and numerous other articles, of the value of seventy-five dollars. This was done, as petitioner was informed and believes, by a company of armed men, under one Fulton, and on account of political considerations.

Petitioner also found at this time that his fence had been thrown down during his absence and partially burned up, and his corn and potatoes, &c., had been about half destroyed. This had been done, as petitioner was informed and believes, by a company of armed men from South Carolina and Georgia, who had camped close by his house during his absence.

Petitioner found on arriving at his house that it would not be safe for him to remain there; he was told by his friends that his life had been threatened by pro-slavery men living in the neighborhood. Petitioner had been a member of the Topeka constitutional convention, and he was threatened on that account. Petitioner's wife being also very much frightened and very sick, he was obliged to leave immediately, and went away the same night, going to Fort Leavenworth, and remaining two or three days and then going to Illinois. Petitioner says he was unable to remain at his house and repair his fence, so that his crops were entirely destroyed or stolen away, and he never

received any benefit therefrom whatever, being damaged to the amount of one thousand dollars on account of said loss of his crop.

Petitioner also had two cows one heifer and one calf, altogether of the value of eighty-one dollars. Petitioner was not able, on account of his wife's sickness, caused as aforesaid, to find the said stock; it had been stolen or had strayed away and were lost entirely to him.

Petitioner says also that while he was absent, in the fore part of August aforesaid, a company of armed men, under Captain Cleveland, of Topeka, came and took from his house his saddle, which was of the value of twenty dollars, and that the same has never been paid for or returned.

Petitioner was obliged to remain in Illinois, on account of the sickness and death of his wife, caused as aforesaid, until May, 1857, when he returned to Kansas and found his claim jumped, his crops entirely destroyed, his stock stolen or lost, and his furniture, clothing, and bedding partly stolen and partly broken up and greatly damaged.

Wherefore, and in consideration of the premises, petitioner asks your honorable board to grant him a certificate to the amount of eleven hundred and fifty-six dollars and damages, on account of the above; and also petitioner says that his fence, as above, was entirely destroyed and lost to him to the amount of one hundred dollars; his horse was also stolen from him, the same being of the value of one hundred dollars; his ploughing, &c., had cost him labor to the amount of one hundred dollars, this was also stolen from him.

Petitioner also says that his claim and interest, which was taken from him as aforesaid, was worth one thousand dollars.

Wherefore, in consideration of all the foregoing, petitioner asks that he be allowed a certificate for the sum of two thousand four hundred and fifty-six dollars.

HIRAM HOUSE.

TERRITORY OF KANSAS, *County of Atchison, ss:*

Before me, the undersigned, judge of the probate court within and for the county and Territory aforesaid, on the 24th day of June, A. D. 1859, personally came Hiram House, who, being first duly sworn, says: The facts and allegations set forth in the above petition are true as he verily believes.

HIRAM HOUSE.

Sworn to and subscribed before me the day and year last above-mentioned.

FRANKLIN G. ADAMS,
Probate Judge.

In the matter of the petition of Hiram House.

Amanda Ferguson, being sworn, says: I know Hiram House; he came to Kansas, I think, in the spring of 1855, and settled in Calhoun county. I live three miles from him; he still lives in Kansas. During

the summer of 1856 armed parties of Georgians, Missourians, &c., plundered and drove away many of the settlers in our neighborhood. We lived near the Fort Reilly road, about three miles from Indianola. During that summer Mr. House left with his wife, because he deemed it unsafe to stay there. Many of the neighbors left also for safety. He was away about three weeks or a month. They had threatened his life and to take his team from him. While he was away he lost two cows, which he left on his place. I think they were driven off; they were fine cows, also one calf and one a year old; they were never recovered to my knowlege. These parties drove off other stock at the same time. He left also a field of corn. I am no judge, but I should think there were ten acres. It was very good corn. He had a good garden. The garden was cut up and carried off by pro-slavery neighbors; some of the same party that threatened his life. I can't tell what the garden was worth; it was worth a good deal, though, at the time. About a week after he left his house was plundered of everything of value left by him. His furniture, bedding, &c., were carried off; two beds, worth, I think, \$30; stove, which cost \$28; table, \$5; chairs, \$6; bedsteads, \$5 or \$6; crockery and other articles, clothing, &c., worth, I think, \$25 or more. There was a saddle also taken from the house. There was fifty pounds of soap, worth five cents per pound. The saddle was worth \$18 or \$20. He had an acre of potatoes destroyed. I think potatoes were worth \$1 per bushel. The corn was nearly all destroyed. He left a string of fence, which was destroyed. I was at the house twice a week and sometimes oftener during their absence the first time. He returned in three or four weeks, and found the house torn up and plundered. They stayed but one day, and immediately left again, as he dare not be seen. They were taken prisoners at Grasshopper Falls, and detained one day and night. His wife was in poor health, and suffered much from the fright, and died soon after reaching Illinois. Her friends in Illinois told me the next spring that her fright was the cause of her death.

AMANDA FERGUSON.

Sworn to and subscribed before me this 28th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Hiram House.

Adolphus House, being sworn, says: I know the claimant, Hiram House; I am a brother of his; I came to the Territory with him in 1855, and lived with him till he left the Territory in September, 1856. He had a field of twelve acres or more in cultivation, and fenced; about ten acres, I should think, were in corn when he left in September, 1856, and one acre in potatoes, and about the same in garden. It was first rate corn; I saw it about the first of August; that was just before it was destroyed; it was in silk then; it was the best corn in the neighborhood; I should think it would have yielded fifty bushels to the acre any way. His potatoes were first rate; he got the seed

at Weston, and paid \$3 50 a bushel, I think. He had all kinds of vegetables in his garden ; he had a splendid garden.

My brother Hiram went to Illinois in the fore part of August. I heard Fulton, a pro-slavery man, say he would as soon shoot my brother as not. A good many people said if he came back he would be killed. I did not think it would be safe for him to come back. I saw him when he and his wife came back about the last of August. I told him what had been said about him, and that I thought it would not be safe for him to stay. His wife's health was very poorly at that time. When I first saw her, when they came back, she was crying. I asked her what was the matter. She said she was afraid they would be killed. They went back to Illinois immediately. My brother was a free-State man, and that was the reason why he was threatened. I was in Illinois next winter, when Hiram's wife died. She had never been well after they were taken prisoners. I heard her often speak of the troubles. Her friends all thought her sickness and death were caused by the troubles in Kansas. It was on this account that Hiram did not go back to Kansas that fall to try and take care of his corn. I stayed in Kansas till November, 1856. I could not save any of the corn and other things for my brother. I had no team to haul rails, and it was not safe for me to be about much. I saw a company of pro-slavery men camp by Hiram's house in August. They tore down the fence, burned some of the rails, and turned their horses into the field. The fence was not put up afterwards, and other parties turned their stock into the field as long as there was anything to eat there. Everything was destroyed. Hiram had two cows, a calf, and a yearling heifer ; they were all driven away, as I suppose. He never got them again, nor heard of them. The cows, one of them was worth \$35 or \$40, and the other, \$25. The heifer was worth \$15 ; the calf, \$10. Corn was worth, in November, \$1 50. Louis Jumbo sold it for that. A party of armed men took Hiram's saddle away ; it was worth \$20. His fence was about all destroyed. I should think there were at least three thousand rails ; they were worth \$50 a thousand. Hiram had a good deal of furniture, bedding, and clothing destroyed and stolen. I don't think it could have been bought for \$100. He had scythes, a hoe, augers and chisels, and other tools. I have been with Hiram almost all the time since that time. I came back with him in the spring of 1857, and I am sure he never recovered any of the above property or any pay for it.

ADOLPHUS HOUSE.

Sworn to before me this 28th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Hiram House.

Petitioner claims for losses sustained in 1856—

I. He alleges the loss of his wife; died from the effects of fright, &c., at being taken prisoner by pro-slavery forces.	
II. Twelve acres of corn, one acre potatoes, one acre of garden stuff	\$1,000 00
III. Clothing, bedding, &c., plundered from house, (by Fulton, P. S.)	75 00
IV. Two cows, one heifer, and one calf	81 00
V. One saddle, taken by Captain Cleveland's Topeka company	20 00
VI. Fencing, &c.	100 00
VII. Horse stolen	100 00
VIII. <i>Ploughing</i> that cost him \$100, stolen from him	100 00
IX. Claim interest jumped	1,000 00
Total claim	2,476 00

Amanda Ferguson proves loss of two cows, one calf, one heifer, (year old,) ten acres of corn, garden, and plundering of house.

Two beds, \$30; stove, \$28; table, \$5; chairs, \$6; bedstead, \$5	74 00
Clothing, &c., \$25; fifty pounds soap, \$2 50	27 50

The board allow on the claim according to petition and testimony—

Ten acres of corn, at thirty bushels per acre, 90 cents, in field	270 00
Clothing, bedding, &c., \$75; cows, heifer, and calf, \$81	156 00
Saddle, \$20; fencing, \$100	120 00
	\$546 00

The other items inadmissible or not proven.

Add interest, 2½ years, at 6 per cent.	81 90
Total award	627 90

EDW'D HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JULY 1, 1859.

No. 409.

LAWRENCE, *Douglas County, ss :*

To the board of commissioners of claims under the act of February 7, 1859:

The petition of Henry S. McClelland shows to your honors that he is a citizen of Kansas Territory, and has been since the 9th day of September, A. D. 1854, and is now a resident thereof. On or about the 2d day of September, A. D. 1856, in the county of Douglas, on the claim of B. S. Hancock, your petitioner had burned, lost, and destroyed one chest of carpenters' tools, containing, also, clothes and books, in all of the value of one hundred and fifty dollars. Your petitioner was the owner of said property, and has never received any compensation therefor in any manner. Wherefore he prays your honors to audit and certify said claim according to law.

HENRY S. MCCLELLAND.

Sworn to and signed before me this 29th day of May, A. D 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Henry S. McClelland.

Petitioner claims for property taken \$150 00

Petition sworn to May 29, 1859.

No proof offered. Rejected.

EDW'D HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

JULY 1, 1859.

LEAVENWORTH CITY, KANSAS TERRITORY,
February 21, 1859.

I give notice that I intend to present a claim for five hundred dollars to the board of commissioners for property taken and destroyed in the year 1856 in the county of Douglas, Kansas Territory.

HENRY S. MCCLELLAND.

HENRY J. ADAMS, Esq.

No. 410.

PETITION OF THOMAS FAHEY.

TERRITORY OF KANSAS, *County of Atchison, ss :**To the honorable board of commissioners for the investigation of claims :*

Petitioner says that in the spring of 1856 he was engaged in selling liquor, cigars, and tobacco in Kansas; that he employed Stephen A. Dunn and Patrick Watson to sell the above-named articles for petitioner; that during or about the month of May, 1856, said Dunn and Watson, while passing through the country along the Lecompton road with a load of said articles, which they were selling for petitioner to tavern-keepers, country people, and to anybody who would buy of them, a company of armed men came upon them and took the said articles from them by force and violence, and gave no compensation therefor; the said company was under the command of J. H. Stringfellow; said Stringfellow gave to said Dunn a receipt signed by James F. Green and indorsed by himself, a copy of which receipt is hereto attached and made a part of this petition, said receipt being for a part of the goods taken. Petitioner says that said Dunn and Watson are both dead; that the articles taken were of the value of two hundred dollars, for which sum petitioner asks your honorable board to give him a certificate of allowance.

THOMAS FAHEY.

TERRITORY OF KANSAS, *County of Atchison, ss :*

Personally appeared before me, the undersigned, judge of the probate court within and for said county, Thomas Fahey, who, being first sworn, says that the statements set forth in the above petition are true.

In witness whereof, I have hereunto set my hand and the seal of
[L. s.] said court this 4th day of May, 1859.

FRANKLIN G. ADAMS,
Probate Judge.

May 19, 1856.—Received from Mr. Dunn two barrels whiskey and one barrel brandy, to be paid for at a fair valuation, the remainder to be returned to him.

JAMES F. GREEN, JR.,
Commissary 3d Regiment N. Kansas Militia.

In the matter of the petition of Thomas Fahey.

Petitioner's claim is not so supported as to authorize an award. The receipt, of which a copy is filed, is not given to him, nor is his name mentioned, nor is there anything to justify an inference that there was a forcible taking, but the character of Stringfellow as proven. No award can be made.

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JULY 2, 1859.

No. 411.

To the honorable the board of commissioners of claims of Kansas Territory:

The petition of James Cravins, of Atchison county, Territory of Kansas, who is entitled to the benefits of an act entitled "An act to provide for the adjustment and payment of claims," approved February 7, 1859, respectfully sheweth:

That your petitioner resided in Atchison county, Territory of Kansas, in the month of December, A. D. 1855, and that he is still a resident of said county; that during the month of December aforesaid your petitioner had a horse taken from him, he then being the owner of said horse; that the circumstances of the loss of said horse was as follows:

At that time a call had been made by the governor of said Territory on the militia of the Territory for the purpose of assisting in suppressing the disturbances then raging; that your petitioner lent his horse to a man by the name of Amos Groendyke, who went to the scene of the disturbances at the call of the governor as aforesaid, and who borrowed the said horse for that purpose; and your petitioner believes that said horse was stolen or taken from said Amos Groendyke at that time.

And your petitioner further states that said horse was worth at the time he was taken as aforesaid the sum of one hundred and twenty-five dollars; that he was a bay horse of about fifteen hands in height, and about nine years of age.

And your petitioner further states that he has never received any compensation for the loss of said horse.

Your petitioner therefore prays your honorable body that you will audit this his claim, and decide thereon and to deliver him a certificate of such decision, as is by law provided. And your petitioner will ever pray, &c.

JAMES CRAVINS.

TERRITORY OF KANSAS, *County of Atchison, ss:*

Be it remembered, that on this 20th day of April, A. D. 1859, personally appeared before me, James Coulter, clerk of the probate court in and for the county and Territory aforesaid, the above-named James Cravins, who, being duly sworn according to law, deposeth and saith that the facts contained in his petition are true, according to the best of his knowledge and belief; and I do hereby certify that the said James Cravins is the identical person he represents himself to be.

[L. S.] In testimony whereof, I have hereunto set my hand and affixed my official seal, at Atchison, the day and year above written.

JAMES COULTER, *Clerk.*

ATCHISON COUNTY, *Territory of Kansas, ss:*

Be it remembered, that on this 20th day of April, in the year of our Lord one thousand eight hundred and fifty-nine, personally appeared before me, James Coulter, clerk of the probate court in and for the county and Territory aforesaid, Ambrose Kenser, to me well known, who, being duly sworn according to law, deposeth and saith that he is well acquainted with James Cravins, now petitioning to the board of commissioners of the Territory of Kansas; that he lived near James Cravins, in Atchison county, Kansas Territory, in the month of December, A. D. 1855; that the said James Cravins loaned a horse to one Amos Groendyke for the purpose of going to assist in quelling the disturbances in this Territory; that he was present when said horse was loaned as aforesaid; that said horse was not returned to said James Cravins, and that the said Amos Groendyke stated that he supposed the horse was stolen from him while he was at the scene of disturbances as aforesaid. That the said horse was a dark bay of about fifteen hands in height, and about nine years of age; and further saith not.

[L. S.] In testimony whereof, I have hereunto set my hand and affixed my official seal.

JAMES COULTER, *Clerk.*

ATCHISON COUNTY, *Territory of Kansas, ss:*

I, James Coulter, clerk of the probate court aforesaid, do hereby certify that the above-named Ambrose Kenser was duly sworn to the foregoing affidavit, and that he neglected to subscribe it, and that the said Ambrose Kenser has since died.

[L. S.] In testimony whereof, I have hereunto set my hand and seal of office, at Atchison, this 27th day of June, A. D. 1859.

JAMES COULTER, *Clerk.*

TERRITORY OF KANSAS, *County of Atchison, ss :*

Be it remembered, that on this 27th day of June, A. D. 1859, before me, James Coulter, clerk of the probate court in and for the county and Territory aforesaid, personally appeared Sam'l T. Walters, to me well known, who, being duly sworn according to law, deposeth and saith: That he is well acquainted with James Cravins, now petitioning to the board of commissioners of Kansas Territory for relief for losses sustained during the disorders which prevailed in this Territory from the 1st of November, 1855, to the 1st of December, 1856; that the said James Cravins is a citizen of this Territory, and was a citizen when the losses herein mentioned took place; that he knows that the said James Cravins loaned his horse to one Amos Groendyke, as in his petition is stated; that he accompanied the said Groendyke to the scene of disturbances, and that while there the said horse was lost, and this affiant believes he was stolen; that this happened during the month of December, A. D. 1855.

And this affiant further says that, to the best of his knowledge, the facts stated in the petition of the said Cravins are true; and further saith not.

SAMUEL S. WALTERS.

Sworn to and subscribed before me June 27, 1859.

JAMES COULTER, *Clerk,*
By W. J. WILLIAMS, *Deputy Clerk.*

In the matter of the petition of James Cravins.

Petitioner claims for one horse loaned to a man to go to the war in 1855, horse not returned - - - - - \$125 00

The man said the horse was stolen; borrower's testimony not given; the property was not taken from petitioner, but loaned by him at his own risk.

Proof satisfactory that the claim cannot be allowed under the act of February 7, 1859.

EDW'D HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

JULY 1, 1859.

No. 412.

Before the commissioners for the auditing of claims.

TERRITORY OF KANSAS, *Atchison County, ss :*

The petition of David M. Bivens, of the county of Atchison, in the Territory of Kansas, who comes and says: He is entitled to the following adjustment of claim for damage under an act entitled "An act

for the auditing of claims," approved February 7, 1859, in that whereas your petitioner says that on or about the 9th day of September, 1856, an armed body of marauders, under the command of Colonel Harvey, of the northern insurgent army of James H. Lane, at night, with force and arms, violently entered and took and carried away and destroyed on the spot the articles charged in the schedule annexed herewith, and marked A, and prayed to be considered a part of this petition, from the storehouse of your petitioner, in the county of Leavenworth. This was at and during the time that the militia of the Territory were called into service by the governor to suppress the rebellion and insurrection and to enforce the law. The prices charged for said articles are fair, reasonable, and just.

Your petitioner further saith that for said losses he has never received any compensation or any indemnity in any manner whatsoever.

Your petitioner would further say that, for security, he was forced to remove his family from the Territory to Missouri, and was at that time making arrangements to remove himself and his effects with all due diligence.

Your petitioner would further represent that he has filed his petition for the same claim with the former commissioner, H. J. Strickler, which petition and the accompanying schedule is herewith presented to the honorable board of commissioners, and which is herewith prayed to be considered as part of this petition.

D. M. BIVENS. [L. s.]

Subscribed and sworn to before me this 24th day of June, A. D. 1859.

JAMES COULTER,

Clerk of Probate Court, Atchison County, K. T.

A.

Territory of Kansas to David M. Bivens, Dr.

September, 1856 :		
To 12 bolts of cassimere, 22 yards in bolt, at \$1	- -	\$264 00
To 10 bolts of tweed, 22 yards in bolt, at \$1 50 per yard	- -	280 00
To 14 bolts of satinets and cloths, at \$3 per yard	- -	924 00
To 6 cases men's boots, 12 pairs per case, average \$5	- -	360 00
To 3 cases men's brogans, 24 pairs per case, average \$2	- -	144 00
To 2 cases ladies' kip shoes, 12 pairs per case, at \$1 50	- -	36 00
To 6 cases ladies' morocco gaiter boots and shoes, 24 pairs per case, at \$2	- - - - -	288 00
To 3 cases children's boots and shoes, 12 pairs in a case, at \$2 50	- - - - -	90 00
To 1 case men's silk hats, 6 in a case, at \$5	- - - -	30 00
To 1 case of men's black Kossuth hats, 12 in a case, \$3	- -	36 00
To 1 case men's brown slouch hats, 12 in a case, \$1 25	- -	15 00
To 1 case men's wool hats, 8 in a case, \$1	- - -	8 00
To 1 case boys' wool hats, 6 in a case, \$6	- - -	6 00

To 1 case plush caps, 9 in a case, \$2 50	- - -	\$22 50
To 1 case plush caps, 10 in a case, \$1 75	- - -	17 50
To 2 cases boys' caps, 12 in a case, 75 cents	- - -	9 00
To 1 cases ladies' bonnets, 12 in a case, \$4	- - -	48 00
To 6 bolts lawn, 16 yards in a bolt, 35 cents per yard	-	28 80
To 12 bolts gingham, (oiled,) 30 yards per bolt, 45 cents	-	162 00
To 60 bolts calicoes, 33 yards in a bolt, 15 cents	- -	297 00
To 6 bolts ladies' worsted goods, 17 yards in a bolt, 40 cts.	-	40 80
To 144 pairs woollen socks, 30 cents per pair	- - -	43 20
To 1 show case and contents—jewelry, combs, knives, &c.	-	70 00
To queensware—consisting of plates, dishes, cups and saucers, glassware, mugs, castors, table and cupboard fixtures, &c.	- - - - -	250 00
To hardware—locks, bolts, knives and forks, hinges, butts, screws, tacks, nails, carpenters' tools, cutlery, razors, scissors, &c.	- - - - -	100 00
To groceries—sugar, coffee, tea, saleratus, tobacco, spices, ginger, cloves, candies, confectionery, &c.	- - -	100 00
To drugs, paints, medicines, &c.	- - -	40 00
To lot of ready-made clothing—coats, pants, vests, shirts, &c.	- - - - -	150 00
To 7 bolts of domestic, 33 yards each, 12½ cents	- -	28 87
To 5 bolts of ticking, 33 yards each, 20 cents	- - -	33 00
To 6 bolts osnaburges, 12 yards each, 15 cents	- - -	11 80
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TERRITORY OF KANSAS, *Atchison County, ss* :

Be it remembered, that on this 24th day of June, A. D. 1859, personally appeared before me, James Coulter, clerk of the probate court in and for said county, John Braly, to me well known, who, being first duly sworn, on his oath says: That he is well acquainted with the petitioner, D. M. Bivens; he was a citizen of the Territory and is now; I have heard his petition and the accompanying schedule read over; I was engaged in business for him, as his clerk in his store, on the 9th of September, A. D. 1856, when it was robbed; on the night of the 9th I was sleeping in a house a few rods from his storehouse; I left the storehouse about nightfall securely locked and barred, with the key in my pocket; Mr. Bivens was on his farm that night; before day, while it was yet quite dark, I was awake by the firing of a gun and the running of horses along the road leading by and from the store; I immediately went to the storehouse, and found, on drawing near said house, papers and sundry little articles of merchandise lying in the road and about the door of said storehouse, which was standing half open. On entering I found it stripped and robbed of almost everything valuable. There were left a few kegs of nails, molasses, vinegar, a few scythes, pitchforks, and I think there was some salt. I

found old clothes scattered over the floor, and deponent verily believes, from the appearance of the storeroom, that the party who robbed the store had left these old and put on the new clothes from the store. I knew more about Mr. Bivens's store and the goods than he knew himself, and I have carefully examined his schedule, and know and verily believe he then and there had in his said storehouse all the goods therein mentioned, and that they were stolen and carried off from his said storeroom during the night of the 9th of September, A. D. 1856. The wagon tracks fresh the next morning, the quantity of goods taken, the robbery, and other depredations that had before been committed by said Colonel Harvey's company, his being encamped near the storehouse that evening, and the declaration of men who belonged to that company, who said they withdrew from the company because they knew the said store was to be robbed on that night, all convince me that it was this company that committed the robbery, and in the manner alleged in the petition.

I am familiar with the price of goods in that vicinity, and believe that the prices charged in the schedule accompanying said petition are fair, just, and reasonable, and at the selling price of such goods at the time and place.

I have been acquainted and lived with and near the petitioner up to the fall of 1858, and have been on familiar terms of acquaintance with him since that date, and know and verily believe he has not at any time received any pay in whole or part for the said goods, to the best of my knowledge and belief.

JOHN BRALY.

Sworn to and subscribed before me this 24th day of June, A. D. 1859.

[L. s.]

JAMES COULTER,

Clerk of Probate Court of Atchison County, K. T.

TERRITORY OF KANSAS, *County of Atchison, ss:*

Petition of David M. Bivens, of the county and Territory aforesaid, under an act of the territorial legislature entitled "An act to provide for the auditing of claims," approved February 23, A. D. 1857.

I, David M. Bivens, of the county and Territory as aforesaid, represent unto the honorable commissioner, that I have sustained losses in consequence of, and growing directly out of, the difficulties in this Territory by way of loss of property since the organization of the Territory, as follows: On or about the 9th day of September, A. D. 1856, an armed body of marauders, under command of one Colonel Harvey, of the northern or insurgent army of James H. Lane, at night, with force and arms, violently entered the storehouse of your petitioner, in the county of Leavenworth, and took and carried away and destroyed, on the spot, the articles charged in the schedule annexed to this petition and made a part thereof. This was at and during the time that the militia of the Territory was called into service by the governor to suppress rebellion and insurrection and to enforce the law. The prices

charged for said articles are fair, reasonable, and just. Your petitioner further showeth that for said losses he has never received any compensation or indemnity in any manner whatsoever. Your petitioner would further state, under oath, that for security he had removed his family from the Territory to Missouri, and was making arrangements and using his best efforts to remove his goods and himself.

DAVID M. BIVENS.

Sworn and subscribed to before me this 6th November, A. D. 1857.

[L. s.] In witness, I have this day set my hand and seal this 6th November, 1857.

PHILIP P. WILCOX,
Notary Public.

SCHEDULE.

Territory of Kansas to David M. Bivens, Dr.

September, 1856 :

To 12 bolts cassinettes, 22 yards per bolt, at \$1 per yard -	\$264 00
10 bolts tweeds, 22 yards per bolt, at \$1 50 per yard	280 00
14 bolts satinets and cloths, 22 yards per bolt, at \$3 per yard - - - - -	924 00
6 cases men's boots, 12 pairs pr. case, at \$5 pr. pair	360 00
3 cases men's brogans, 24 pairs pr. case, at \$2 pr. pair	144 00
2 cases ladies' kip shoes, 12 pairs pr. case, at \$1 50 per pair - - - - -	36 00
6 cases ladies' morocco gaiter boots and shoes, 24 pairs per case, at \$2 per pair - - - - -	288 00
3 cases children's boots and shoes, 12 pairs per case, at \$2 50 per pair - - - - -	90 00
1 case men's silk hats, 6, at \$5 - - - - -	30 00
1 case men's black Kossuth hats, 12, at \$3 - - - - -	36 00
1 case men's brown slouch hats, 12, at \$1 25 - - - - -	15 00
1 case men's wool hats, 8, at \$1 - - - - -	8 00
1 case boys' wool hats, 6, at \$1 - - - - -	6 00
1 case plush caps, 9, at \$2 50 - - - - -	22 50
1 case plush caps, 10, at \$1 75 - - - - -	17 50
2 cases boys' caps, 12, at 75 cents - - - - -	9 00
1 case ladies' bonnets, 12, at \$4 - - - - -	48 00
6 bolts lawn, 16 yards per bolt, at 30 cents per yard	28 80
12 bolts oiled gingham, 30 yards per bolt, at 45 cents per yard - - - - -	162 00
60 bolts calicoes, 33 yds. pr. bolt, at 15 cts. pr. yd. -	297 00
6 bolts ladies' worsted goods, 17 yards per bolt, at 40 cents per yard - - - - -	40 80
144 pairs woollen socks, at 30 cents per pair - - - - -	43 20
1 show-case and contents—jewelry, combs, knives, &c. queensware—consisting of plates and dishes, cups and saucers, pitchers, glass-ware, mugs, casters, table and cupboard fixings, &c., &c. - - - - -	70 00 250 00

To hardware—locks and bolts, knives and forks, hinges, butts, screws, tacks, nails, carpenters' tools, cutlery, razors, scissors, augers, &c., &c., &c.	\$100 00
groceries—sugar and coffee, tea, saleratus, tobacco, spices, ginger, cloves, &c., candies, confections, &c., &c.	100 00
drugs and patent medicines	40 00
lot of ready-made clothing—coats, pants, vests, shirts, &c.	150 00
lot of domestics, tickings, osnaburgs, twilled cottons, bleached and brown linens	110 87½

DAVID M. BIVENS.

TERRITORY OF KANSAS, *County of Atchison, ss:*

William M. Stephenson, a man of lawful age, being duly sworn, says: I am acquainted with the petitioner, David M. Bivens; have heard his petition and schedule read over; he is a citizen of this Territory; he had a storehouse in Leavenworth county, as alleged; I was in his storehouse two days before it was robbed; it then appeared as if he had just received a large stock of new goods. I was not sufficiently familiar with his store and business to swear directly to each item charged, but I believe that he lost all that he has charged, and that the prices are fair and reasonable. I never knew nor heard of his receiving any pay for them in any manner. The settlers in that neighborhood, at that time, had generally left the country on account of the disturbances, thinking that neither their property nor persons were safe, but at the mercy of lawless bands of thieves and marauders. I have every reason to believe, and do believe, that his store was robbed by the company of thieves under Colonel Harvey, as alleged by the petitioner, and it is generally believed throughout the neighborhood, I know.

WM. M. STEPHENSON.

Sworn and subscribed to before me this 6th November, A. D. 1857.

[L. s.] In witness, I have this day set my hand and seal this 6th November, 1857.

PHILIP P. WILCOX,
Notary Public.

John Braly, a man of lawful age, being duly sworn, upon his oath says: I am well acquainted with the petitioner, David M. Bivens; he is a citizen of the Territory; I have heard his petition and schedule read over; I was engaged in business for him as his clerk in his store on the 9th September, A. D. 1856, when it was robbed. On the night of the 9th I was sleeping in a house a few rods from his storehouse. I left the storehouse about nightfall securely locked and barred, with

the key in my pocket. Mr. Bivens was on his farm that night, several miles from the store. Before day, while it was yet quite dark, I was awakened by the firing of a gun and the running of horses along the road leading by and from the storehouse. I went immediately to the storehouse and found, on drawing near, papers and sundry little articles of merchandise lying in the road and about the door, which was standing half open; on entering I found it stripped and robbed of most everything of any value; there were left a few kegs of nails, molasses, vinegar, a few scythes and pitchforks; everything else was taken. I found old clothes, coats, hats, shoes and boots, &c., lying about the house which had been left in exchange for new ones. I knew more about Mr. Bivens's stock of goods than he knew himself. I have carefully examined his schedule, and know that he had all the goods that he has charged, and that they were stolen from his storehouse on the 9th September; the wagon tracks, fresh that morning, and the quantity of goods taken together with my horse; the robbing and deprivations which had been going on, committed by said Colonel Harvey's company; his being in camp near said storehouse that evening; the declarations of men belonging to said company, saying that "it was Harvey's company which robbed Mr. Bivens's storehouse," all convince me and confirm me in the belief that it was robbed in the manner as alleged in the petition. I am familiar with the prices of goods in that neighborhood, and say that the prices charged in his schedule are fair, just, and reasonable, and just such as goods were selling for at the time and place. I have been acquainted and living with and near the petitioner ever since; he has never received any pay for them, in whole or in part, to my knowledge.

JOHN BRALY.

Sworn and subscribed to before me this 6th day of November, A. D. 1857. In witness whereof, I have this day set my hand and

[L. s.] affixed the seal of my office this 6th November, A. D. 1857.

PHILIP P. WILCOX,
Notary Public.

In the matter of the petition of David M. Bivens.

John Wright, being duly sworn, says: I know David M. Bivens, knew him before he came to Kansas; he was from Buchanan county, Missouri. In the summer of 1856 he was living on Little Stranger, Leavenworth county. His store was on Fall creek, a branch of Big Stranger from the west, about six miles northwest of my residence. I was in his store not far from the 4th day of August, 1856; I called to buy some paper and noticed his stock some. I am confident, from what I saw, that there could not have been \$1,000 worth of goods in his store, and I think there was not more than \$600 worth; his stock of flour, and every article that I noticed, was very limited in amount. He told me that he purchased his goods in Leavenworth, and I heard, about that time, that his goods cost him between \$600 and \$700. Mr.

Hyatt told me that Mr. Bivens bought of him a quantity of pantaloons, cassinettes, &c., for between \$200 and \$300; he had tried to sell them to me before, and my brother did buy some of him; he made the trade for these cloths after I was in his store; he had been trading about two months when his store was robbed.

JOHN WRIGHT.

Sworn by me this 8th day of July, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of David M. Bivens.

Petitioner claims for a stock of goods taken and carried away by Colonel Harvey's men (on their Easton expedition) September 9, 1859, \$3,970 67.

In the examination of cases presented for adjustment we have frequently found the most convincing evidence of the truth, justice, and equity of a claim presented, not so much in the direct and particular testimony of witnesses to each item, but rather in negative testimony, where it was evident, in connexion with all the facts and circumstances involved, that it would naturally be impossible for a claimant or any witness to particularize. Testimony may be too explicit and succinct, as well as too vague and general, to be satisfactory. All the surroundings properly come into consideration in the investigation of these losses. Probabilities may be legitimately inferred from well-known facts.

In this case we are satisfied that petitioner sustained a loss as represented, but are not so well satisfied as to the amount of such loss. The proof as it stands would warrant an award for the whole claim; but upon comparison of the new petition with the original papers filed before Commissioner Strickler, the whole case presents a rather unsatisfactory appearance.

In the face of the direct evidence on file we do not feel disposed to reject the claim, but we believe an award of \$2,000 will be an abundant and adequate compensation for the actual loss. We award \$2,000.

EDW'D HOOGLAND.
HENRY J. ADAMS.

JULY 1, 1859.

No. 413.

To the honorable the board of commissioners for Kansas Territory:

The petition of Harrison Weider, who is entitled to the benefits of an act passed by the legislature of said Territory entitled "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859, respectfully sheweth:

That your petitioner is a citizen of Atchison county, in said Terri-

tory, and was a citizen of said Territory at the time when the losses herein set forth took place; that your petitioner sustained losses in consequence of and growing directly out of the disorders which prevailed in this Territory from the 1st of November, 1855, to the 1st of December, 1856, as follows: Between the 1st and 15th days of the month of September, A. D. 1856, when the Territory was in a state of insurrection, armed bodies of militia were called out by Governor Wilson Shannon to sustain the laws. One of these bodies of armed men, called the "Kickapoo Rangers," commanded by one Captain William Martin, encamped near his premises for four days, and during that time used, fed, and destroyed one large rick of oats in one of his enclosures, and belonging to him, containing one hundred dozen bundles of sheaf oats, which were worth, on a fair estimate, fifty cents per dozen, making in all fifty dollars' (\$50) worth so taken and destroyed. He could not prevent the use and destruction as aforesaid of said oats, and he has never received any compensation therefor in any manner whatsoever.

And your petitioner further states that he did, on the 2d day of November, A. D. 1857, petition the commissioners appointed under the provisions of "An act to provide for the auditing of claims," approved February 23, 1857; that his claim was then allowed by said commission; and that he produced to said commission, as evidence in support of said petition, the affidavits of Samuel Reider and W. J. Eagles, which petition and affidavits, containing the same facts as are herein set forth, are hereunto attached, to be received and examined by you as evidence in support of this his claim.

Your petitioner therefore prays that you will audit this his claim, and decide thereon, and deliver to him a certificate of such decision, and grant him such other relief as to your honorable body may seem fit. And he will ever pray, &c.

HARRISON WEIDER.

TERRITORY OF KANSAS, *County of Atchison, ss:*

Be it remembered, that on this 24th day of June, A. D. 1859, before me, James Coulter, clerk of the probate court in and for the county and Territory aforesaid, personally appeared Harrison Weider, who, being duly sworn according to law, says that the facts contained in his petition are true, according to the best of his knowledge and belief.

In testimony whereof, I have hereunto set my hand and affixed my [L. S.] official seal, at Atchison, on the day and year aforesaid.

JAMES COULTER, *Clerk,*
Per W. J. WILLIAMS, *Deputy Clerk.*

TERRITORY OF KANSAS, *County of Atchison, ss:*

Petition of Harrison Weider, of the county and Territory aforesaid, under an act of the territorial legislature, entitled "An act to provide for the auditing of claims," approved February 23, 1857.

I, Harrison Weider, of the county and Territory aforesaid, represent unto the honorable commissioner, that I have sustained losses in consequence of and growing directly out of the difficulties in this Territory by way of loss of property since the organization of the Territory, as follows: Between the 1st and 15th of September, A. D. 1856, when the Territory was in a state of insurrection, armed bodies of militia were called out by Governor Wilson Shannon to sustain the laws; one of these bodies of armed men, called the Kickapoo Rangers, commanded by one Captain William Martin, encamped near my premises for four days, and during their sojourn, used, fed away, and destroyed, one large rick of oats, in one of my enclosures, containing one hundred dozen bundles, worth, on a fair estimate, fifty cents per dozen. That I could not prevent the use and destruction of said oats; that for said oats I have never received any compensation or indemnity in any manner whatsoever. One hundred dozen bundles oats, at 50 cents, \$50.

HARRISON WEIDER.

Sworn to and subscribed before me this 2d day of November, A. D. 1857.

P. P. WILCOX

Justice of the Peace in and for Atchison County, K. T.

TERRITORY OF KANSAS, *County of Atchison:*

Samuel Rider, a man of lawful age, being duly sworn, says: That I am acquainted with the petitioner, Harrison Weider; he is a citizen of this Territory; have heard his petition read; know of my own knowledge that the facts therein set forth are true. The Kickapoo Rangers were encamped upon my premises, near the premises of Mr. Weider, as and at the time by him stated; I know he had the oats mentioned; I helped to cut and bind them; there were as many as one hundred dozen bundles, if not more; they were well worth fifty cents per dozen; and I know that the Rangers used them, and fed them to their horses, as alleged; don't believe he has ever received any pay for them.

his
SAMUEL \times RIDER.
mark.

Sworn and subscribed to before me this 2d of November, A. D. 1857.

P. P. WILCOX,
Justice of the Peace.

W. J. Eagles, a man of lawful age, being duly sworn, says: I know the petitioner, Harrison Weider; he is a citizen of the Territory. I know of my own knowledge that his oats were taken, as alleged in his petition, by the Kickapoo Rangers. I think there was as much as a hundred dozen bundles destroyed; they were selling at the time at fifty cents per dozen. I don't think he has ever received any pay for them.

W. J. EAGLES.

Sworn and subscribed to before me this 2d day of November, A. D. 1857.

P. P. WILCOX,
Justice of the Peace in and for Atchison County, K. T.

In the matter of the petition of Harrison Weider.

Petitioner claims for one rick of oats taken and used by a company of Kickapoo Rangers, &c.	- - - -	\$50 00
The proof sustains the claim.		
Add interest, 2½ years, at 6 per cent.	- - - -	7 50
Total award - - - -	- - - -	<u>57 50</u>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JULY 1, 1859.

No. 414.

TERRITORY OF KANSAS, *Atchison County* :
To the honorable board of commissioners :

Your petitioner, John Braly, of the county of Buchanan, in the State of Missouri, unto your honorable body respectfully showeth: That on or about the 9th day of September, A. D. 1856, your petitioner was a citizen of the Territory of Kansas, and lived in the county of Leavenworth, in said Territory; that at the time aforesaid David M. Bivens owned and occupied a storeroom, at a place on the Lecompton and Leavenworth road, about fifteen miles from the city of Leavenworth; and that your petitioner was at that time the only clerk in said store, and had the care and control of the storeroom. And your petitioner further says that on the night of the 9th of September, A. D. 1859, a party of armed men, under the command of Captain Harvey, pillaged, plundered, and otherwise destroyed the goods in said store, doing other and numerous depredations in and around the

same; that on that night your petitioner owned a bay mare, valued at the sum of one hundred and fifty dollars, which was grazing in the prairie, when your petitioner last saw the said animal, with a lariat on, securely tied to a stake driven in the ground. And your petitioner further showeth that on the following morning, when the said armed band had pillaged the store in the manner as aforesaid, the said mare was not to be found tied in the manner as aforesaid, but the stake was there, and the lariat had been apparently untied, and the animal taken away by said armed band, or by other bands to your petitioner unknown. And your petitioner further showeth that on the said morning he was awakened by the report of a gun, which was followed by the running of horses, and, as he verily believes, his mare was taken by this said armed band.

And your petitioner further shows that his saddle and bridle, which were hanging under a shed near the store aforesaid, were both taken at the same time, and, as he verily believes, by the same persons. The said saddle was at that time worth the sum of twelve dollars and fifty cents, and the said bridle was worth the sum of two dollars and fifty cents, at a fair valuation.

And your petitioner further showeth that he has never heard of the said horse, saddle, or bridle, from that time till the date hereof; neither has he received at any time any compensation, in any manner, for the same or any part thereof.

Wherefore your petitioner prays that your honorable board will grant unto him, in tender consideration hereof, due compensation for these valuable articles, and issue therefor a due certificate.

And your petitioner will ever pray.

JOHN BRALY.

TERRITORY OF KANSAS, *Atchison County, ss:*

Be it remembered, that on this 25th day of June, A. D. 1859, personally appeared before me, James Coulter, clerk of the probate court in and for said county, John Braly, who is personally known to me to be the person he represents, and who, being first duly sworn, deposes that the facts set forth in the foregoing petition which he states of his own knowledge are true, and that which he states of his belief are so according to the best of his belief.

JAMES COULTER,
Clerk of the Probate Court in Atchison County.

TERRITORY OF KANSAS, *Atchison County, ss:*

David M. Bivens, being first by me duly sworn, on his oath says: That he knows John Braly, and that he knew him when he lived in Leavenworth county; that said Braly was his clerk on the night of the 9th of September, A. D. 1856; that at the time designated as aforesaid, or thereabouts, he saw a mare, which he knows of his own knowledge belonged to said Braly, lariatied to a stake in the prairie, a few rods from the store; that he verily believes said mare was stolen

by an armed band, under the command of Captain Harvey, on the night of the 9th of September aforesaid; that at the time of such pillage of my store it was generally believed by the neighbors around that the animal was stolen.

And deponent further says on his oath that he knew that the said Braly owned and had in his possession a saddle and bridle, and that he usually kept them under a shed near said store, and that he verily believes they were taken by the same band who pillaged the store and took the horse and other valuables on the night of the 9th of September aforesaid.

And deponent further says that he believes the said mare was worth at that time the sum of one hundred and fifty dollars at a fair and just valuation therefor; that the said saddle and bridle were worth the sum of fifteen dollars at a fair valuation therefor.

And deponent further says that he has been on intimate terms of acquaintance with the said Braly from that time till the date hereof, and if he had had the said horse, saddle, or bridle in his possession, he should have known it; and that he verily believes said Braly has never seen or heard from said property since the night aforesaid; and he further says that he verily believes said Braly has never received, in any manner, pay therefor, or any part thereof.

D. M. BIVENS.

Subscribed and sworn to before me this 25th day of June, A. D. 1859.

JAMES COULTER,

Clerk of Probate Court of Atchison County, K. T.

Territory of Kansas to John Braly, Dr.

To 1 bay mare.....	\$150 00
1 saddle.....	12 50
1 bridle.....	2 50
	<hr/>
	165 00
	<hr/> <hr/>

In the matter of the petition of John Braly.

Petitioner claims for a horse, saddle, and bridle, taken by Colonel Harvey's Easton expedition, \$165.

The petition shows that petitioner resides in Buchanan county, Missouri. He is not entitled to the benefits of this act.

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JULY 1, 1859.

No. 415.

To the honorable the board of commissioners of claims of Kansas Territory:

The petition of B. F. Ross, entitled to the benefits of an act approved the 7th day of February, A. D. 1859, entitled "An act to provide for the adjustment and payment of claims," respectfully showeth: That your petitioner has lived in Kansas from the year A. D. 1854 up to the present time; that he lived in Atchison county, in said Territory, during the spring of the year A. D. 1856; that during the spring of the year last above mentioned a horse was stolen from him, he being at that time the owner of the said horse; that said horse was stolen during the night, and that the said horse has not since been recovered by your petitioner, and that he supposed said horse was taken by a marauding party known as Kickapoo Rangers; that the said horse cost your petitioner one hundred and forty dollars, and that he was worth that sum of money at the time he was stolen as aforesaid. Your petitioner therefore prays that you will audit his claim and make a decision thereon, and that you will deliver him a certificate of such decision as aforesaid. And your petitioner will ever pray, &c.

B. F. ^{his} × ROSS.
mark.

In presence of—

R. ST. CLAIR GRAHAM.

TERRITORY OF KANSAS, *County of Atchison, ss:*

Be it remembered, that on this ninth day of April, in the year of our Lord one thousand eight hundred and fifty-nine, before me, James Coulter, clerk of the probate court in and for the county and Territory aforesaid, personally appeared B. F. Ross, the petitioner, to me well known, who, being duly sworn according to law, deposes and says: That the facts contained in his petition are true, and that he did so lose a horse during the spring of the year A. D. 1856.

In testimony whereof I have hereunto set my hand and affixed my official seal, the day and year above mentioned.

[L. S.]

JAMES COULTER, *Clerk.*

TERRITORY OF KANSAS, *County of Atchison, ss.*

Be it remembered that on this ninth day of April, in the year of our Lord one thousand eight hundred and fifty-nine, personally appeared before me, James Coulter, clerk of the probate court in and for the county and Territory aforesaid, James Martin, who, being

duly sworn according to law, says: That he is well acquainted with B. F. Ross, now petitioning to the board of commissioners of Kansas Territory; that he lived in Atchison county, in said Territory, in the spring of the year 1856; that the said B. F. Ross lived near him in said county at that time; that he knows that the said B. F. Ross had a horse stolen or taken from him in the spring of said year; that it was a sorrel horse, about seven years old, and he supposes the horse was taken by a marauding party known as Kickapoo Rangers, and that said horse so stolen or taken was worth, in his judgment, at that time one hundred and forty dollars.

JAMES ^{his} + MARTIN.
mark.

Attest: R. ST. CLAIR GRAHAM.

Sworn to and subscribed before me the day and year above written.
[L. s.] In testimony whereof, I have hereunto set my hand and affixed my official seal.

JAMES COULTER, *Clerk.*

In the matter of the petition of B. F. Ross.

Petitioner claims for 1 horse taken by the Kickapoo Rangers -	\$140
The evidence is satisfactory. Add interest, two and a half	
years, at 6 per cent. - - - - -	21
	<hr/>
Total award - - - - -	161
	<hr/> <hr/>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JULY 1, 1859.

No. 416.

To the honorable the commissioners of claims of Kansas Territory:

Your petitioner, W. J. Eagles, who is entitled to the benefits of an act entitled "An act to provide for the adjustment and payment of claims," approved February 7, 1859, respectfully showeth: That your petitioner is a citizen of Atchison county, Territory of Kansas, and that he was a citizen of said county and Territory when the losses herein set forth were sustained; that he sustained losses in consequence of, and growing immediately out of, the disorders which prevailed in said Territory from November 1, 1855, to December 1, 1856, as follows: in the month of August, 1856, one of his horses—the mare—saddle, bridle, and blanket, charged in the schedule attached to this petition and made a part thereof, and marked Schedule A, was

forcibly and violently, and with menace and threats, taken away from him by Captain Palmer's company of armed militia; that again, in the month of September of same year, his fine iron-gray stallion, and saddle, and bridle, was taken away from his agent by Captain Miller's company of armed men, and were used in the service of the militia; that when he returned from service in the militia, to which he was called by Governor Shannon, two yoke of his cattle were missing, and he believes that they were driven off by the militia on their return from service, as other cattle were driven off from the neighborhood by them at that time; and he further states that the prices charged for all of said articles in the schedule before referred to are just and reasonable; and that he has never received any compensation for them in whole or in part; and he further states that an indictment was found by the grand jury sitting at Leavenworth against said Captain Miller for the taking of said stallion, and upon the trial a *nolle prosequi* was entered; and your petitioner further states that he did, on the 2d day of September, A. D. 1857, petition the Hon. H. J. Strickler, under the provisions of an act entitled "An act to provide for the auditing of claims," approved February 23, 1857, setting forth the same facts as are herein set forth; and that he produced as evidence in support of said petition the affidavits of John Rutledge, C. S. Anderson, Brown Ellit, and Isam Edwards; which petition and affidavits are hereunto attached, which evidence your petitioner asks that you will receive and examine; and that his claim was allowed by the Hon. H. J. Strickler, aforesaid; your petitioner therefore prays that you will audit and adjust this his claim, under the provisions of the act aforesaid, and decide thereon, and deliver him a certificate of such decision, and such other relief as your honorable body may see proper; and your petitioner will ever pray, &c

WM. J. EAGLES.

SCHEDULE A.

Territory of Kansas to W. J. Eagles, Dr.

One iron-gray stable horse or stallion - - - -	\$300 00
One bay mare - - - -	100 00
Two yoke work cattle, \$75 - - - -	150 00
Two saddles, one at \$7, one at \$10 - - - -	17 00
One saddle-blanket - - - -	2 00
Two bridles, \$1 50 - - - -	3 00
Total - - - -	<u>572 00</u>

WM. J. EAGLES.

TERRITORY OF KANSAS, *County of Atchison, ss :*

On this 24th day of June, A. D. 1859, before me James Coulter, clerk of the probate court in and for the county and Territory aforesaid, personally appeared W. J. Eagles, who, being duly sworn according to law, says that the facts contained in his petition are true according to the best of his knowledge and belief.

In testimony whereof I have hereunto set my hand and affixed my official seal on the day and year aforesaid.

[L. s.)

JAMES COULTER, *Clerk.*

Per W. J. WELLMUM, *Deputy Clerk.*

TERRITORY OF KANSAS, *County of Atchison, ss :*

Petition of W. J. Eagles, of the county and Territory aforesaid, under an act of the territorial legislature entitled "An act to provide for the auditing of claims," approved February 23, 1857.

I, W. J. Eagles, of the county and Territory aforesaid, represent unto the honorable commissioner that I have sustained losses, in consequence of, and growing directly out of, the difficulties in this Territory, by way of loss of property, since the organization of the Territory, as follows: In August, 1856, one of my horses—the mare—saddle and bridle, and blanket, charged in the schedule made a part of this petition, was forcibly, violently, and with menaces and threats, taken away from me by Captain Palmer's company of armed militia. Again, in September, my fine iron-gray stallion was taken away from my agent, with saddle and bridle, by Captain Miller's company of armed men, and used in the service of the militia. When I returned from service in the militia called out by Governor Shannon, two yoke of my cattle were missing, and, I believe, were driven off by the militia on their return from said service. Other cattle were driven from the neighborhood by them at that time. The prices charged for all of said articles in the schedule are fair, just, and reasonable. I have never received any compensation for them, in whole or in part. An indictment was found by the grand jury against said Captain Miller, for the taking of said stallion, and upon the trial a *nolle prosequi* was entered.

W. J. EAGLES.

Sworn to and subscribed before me this 2d November, A. D. 1857.

J. J. WILCOX, *J. P.*

Territory of Kansas to W. J. Eagles, Dr.

September 1, 1856 :

To one iron-gray stable horse or stallion	-	-	-	\$300 00
To one bay mare	-	-	-	100 00
To two yoke of work cattle, at \$75	-	-	-	150 00
				<hr/>
				550 00
To two saddles, one at \$7, one at \$10	-	-	-	17 00
To one saddle blanket, at \$2: two bridles, at \$1 50, \$3				5 00
				<hr/>
				572 00
				<hr/> <hr/>

W. J. EAGLES.

TERRITORY OF KANSAS, *County of Atchison, ss:*

John Rutledge, being duly sworn, says: I know the petitioner, W. J. Eagles; he is a citizen of this Territory. Have heard his petition read. I know that his stallion and mare were taken as he has alleged; I saw them in the militia company afterwards. I know that he lost two yoke of cattle as alleged; I believe they were taken by the militia on their return, as he stated. The stallion was worth \$300; the mare, \$100; the cattle, \$150

JOHN ^{his} + RUTLEDGE.
mark.

Attest: WM. O. YAGER.

C. S. Anderson, being duly sworn, says: I know the petitioner, Mr. Eagles. I was present when the militia took away the stallion mentioned in the petition, and also the saddle. The stallion was worth about \$300; the saddle between \$5 and \$10. I know that he had such a mare as he has charged, and that she was missing after the time mentioned.

C. S. ANDERSON.

Sworn to and subscribed before me this 2d November, A. D. 1857.

J. J. WILCOX,

Justice of the peace in and for Atchison county, K. T.

Brown Ellit, being duly sworn, says: I know the petitioner, Mr. Eagles; he had two yoke of cattle stolen or driven away from his place. About the time of the return of the militia from the service of the governor, they were encamped on the range where the cattle usually ran; they drove off other cattle from the neighborhood;

tried to drive off some of mine, but I cried them out of it ; they killed one in my presence.

BROWN ELLIT.

Sworn to and subscribed before me this 2d November, 1857.

J. J. WILCOX, J. P.

Isam Edwards, being duly sworn, says: I know the petitioner ; saw his horse and mare in the service ; they had his saddles and bridles upon them at the time. I know he had such cattle as he has charged, and that they were missing about the time stated ; believe they were taken, as alleged, by the militia. The horse was worth \$300 ; the mare, \$100 ; the saddles were worth about \$10 apiece ; the bridles about \$1 50 apiece ; the cattle about \$75 or \$80 a yoke. He has never received any pay for these things, that I know of, nor recovered them.

ISAM ^{his} + EDWARDS.
mark.

Attest: W. O. YAGER.

Sworn to and subscribed before me this 2d November, A. D. 1857.

J. J. WILCOX,

Justice of the peace in and for Atchison county, K. T.

In the matter of the petition of William J. Eagles.

Petitioner claims for one horse, one stallion, two yoke of cattle, &c., taken from him by Captain Palmer's and Captain Miller's pro-slavery forces	-	-	-	\$572 00
The claim is fully proven.				
Add interest, 2½ years, at 6 per cent.	-	-	-	85 80
Total award	-	-	-	<u>657 80</u>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JULY 1, 1859.

No. 417.

To the honorable the board of commissioners of claims of Kansas Territory :

The petition of Hiram Quiett, of Atchison county, Territory of Kansas, who is entitled to the benefits of an act entitled " An act to provide for the adjustment and payment of claims," approved Feb-

ruary 7, 1859, respectfully showeth : That your petitioner resided in Atchison county, Territory of Kansas, in the month of August, A. D. 1856, and that he is still a resident of said county ; that during the month of August aforesaid your petitioner had three mares taken from him, he then being the owner of said mares ; that the circumstances of said loss of said mares was as follows : That about the twenty-first of August, 1856, at night, the mares were taken from my possession, by whom and for what purpose your petitioner is unable to say ; and your petitioner further states that said mares were worth at the time they were taken as aforesaid the sum of three hundred and fifty dollars ; that one of them was a bay mare, about fifteen hands high, and aged four years ; the other was a yellow bay, fifteen hands high, and rising four years, and the best one was a dark bay, sixteen hands high and eight years old ; and your petitioner further states that he has never recovered any compensation for the loss of said mares ; your petitioner therefore prays your honorable body that you will audit this his claim and decide thereon, and to deliver him a certificate of such decision as is by law provided. And your petitioner will ever pray, &c.

HIRAM QUIETT.

TERRITORY OF KANSAS, *County of Atchison, ss :*

Be it remembered that on the 20th day of April, A. D. 1859, personally appeared before me, James Coulter, clerk of the probate court in and for the county and Territory aforesaid, the above-named Hiram Quiett, who, being duly sworn according to law, deposeth and saith : That the facts contained in his petition are true, according to the best of his knowledge and belief ; and I do hereby certify that the said Hiram Quiett is the identical person he represents himself to be.

In testimony whereof I have hereunto set my hand and affixed my official seal, at Atchison, the day and year above written.

JAMES COULTER, *Clerk.*

TERRITORY OF KANSAS, *County of Atchison, ss :*

Be it remembered that on this 22d day of April, A. D. 1859, personally appeared before me, James Coulter, clerk of the probate court in and for the county and Territory aforesaid, Harvey Poteet, to me well known, who, being duly sworn according to law, deposeth and saith : That he is well acquainted with Hiram Quiett, now petitioning to the board of commissioners of the Territory of Kansas ; that he lived quite near to him in Atchison county, Kansas Territory, in the month of August, A. D. 1856 ; that the said Hiram Quiett owned at that time the three mares described in his petition ; that on or about the twenty-first of August, A. D. 1856, the mares were in the possession of Mr. Quiett, and on the next morning they were gone. Some two or three days after I was in Atchison, and saw the three mares, one in the possession of a man by the name of Star, one in the possession of a man by the name of Detewill, and the other person was unknown to me ; I saw the men and mares in a company called the "South Carolina Company," I think under the command of Dr. J.

H. Stringfellow. Mr. Star told me that he, in company with some others, took the mares by command of an officer, for the purpose of pressing horses into the service. And further saith not.

HARVEY ^{his} + POTEET.
mark.

Sworn to and subscribed before me the 22d of April, A. D. 1859.
JAMES COULTER, *Clerk.*

TERRITORY OF KANSAS, *County of Atchison, ss:*

Be it remembered that on the 22d day of April, A. D. 1859, personally appeared before me, James Coulter, clerk of the probate court in and for the county and Territory aforesaid, Edmond C. Quiett, to me well known, who, being duly sworn according to law, deposeth and saith: I am well acquainted with Hiram Quiett, the within named petitioner; he lived in Atchison county, Kansas Territory, in August, 1856; that he was the owner at that time of the mares described in his petition; that on or about the 21st day of August, 1856, the mares were on the premises and in the possession of said Hiram Quiett; and that on the night of said day they were taken from him, and were never in his possession afterwards; the said mares, I believe, were worth and would bring the sum of four hundred dollars; and I know that Mr. Quiett has never received any compensation for them or any of them.

EDMOND C. QUIETT.

Sworn to and subscribed before me this 22d of April, A. D. 1859.
JAMES COULTER, *Clerk.*

TERRITORY OF KANSAS, *County of Atchison, ss:*

Be it remembered that on the 22d day of April, A. D. 1859, personally appeared before me, James Coulter, clerk of the probate court in and for the county and Territory aforesaid, John L. Quiett, to me well known, who, being duly sworn according to law, deposeth and saith: I am well acquainted with Hiram Quiett, the within-named petitioner, and that he lived in Atchison county, Kansas Territory, on the 21st day of August, 1856; that he was the owner of three mares at that time: one was a bay, about fifteen hands high, and aged four years; the other was a yellow bay, fifteen hands high, and aged four years; and the third was a dark bay, sixteen hands high, and about eight years old. I believe the three mares to be worth, and would have brought in the market, at least four hundred dollars; and I know that the said mares were never afterwards in possession of the said petitioner, and that he never received any compensation for them.

JOHN L. QUIETT.

Sworn to and subscribed before me this 27th day of April, A. D. 1859.

JAMES COULTER, *Clerk.*

In the matter of the petition of Hiram Quiett.

Petitioner claims for three mares taken by Stringfellow's regiment	- - - - -	\$350 00
The case is fully sustained by proof.		
Add interest, two and a half years, at 6 per cent.	- -	52 50
Total award	- - - - -	402 50

EDWARD HOOGLAND.
HENRY J. ADAMS.
SAMUEL A. KINGMAN.

JULY 1, 1859.

No. 418.

In the matter of the claim of John Wright.

To the board of claims commissioners :

The petition of John Wright respectfully shows to your honorable board: That in 1856, and on the 24th day of August of 1856, said petitioner was a citizen of Kansas Territory, and a resident of Alexandria township, in Leavenworth county; and that during the troubles of that year, and on or about the 24th day of August aforesaid, a band of men, claiming to be militia of said Territory and regularly mustered into service, and under the command of Captain A. B. Miller, took from the premises of your petitioner one mare, about six years old, of the value of one hundred and fifty dollars; also one horse, about four years old, of the value of one hundred and twenty-five dollars, which horses were taken without the consent and against the wishes of your petitioner and by force; and that your petitioner expended about the sum of fifty dollars in money in attempting to reclaim said horses, and also expended about four weeks of time in hunting for said horses unsuccessfully; and your petitioner further states that he expended, in time and money, at least one hundred dollars in attempting to find said horses unsuccessfully; and your petitioner further shows that he has never recovered said horses, and has never received any compensation whatever, from any source, for said horses, or for the money and time expended by him in searching for the same; and he further says that said horses were taken and used, as he believes, in and by the so-called territorial militia men serving in said county of Leavenworth.

This petitioner therefore prays that the sum of three hundred and seventy-five dollars may be awarded to him for his loss and damages sustained, as aforesaid, together with two years and ten months' in-

terest on said sum, amounting, in all, to the sum of four hundred and thirty-eight dollars and seventy-five cents.

JOHN WRIGHT.

Subscribed in my presence and sworn to before me this 28th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of John Wright.

LEAVENWORTH COUNTY, ss:

Mrs. Mary Jane Wright, being duly sworn, says: That she is acquainted with the petitioner, who is her brother-in-law; that he is a citizen of Kansas, and has been three years or more; that in the month of August, 1856, petitioner was living on his claim in this county, where he now resides. About the 22d or 24th of August, 1856, petitioner lost two horses, one a black, and one a sorrel. I saw them in the possession of an armed body of men, numbering thirty, and commanded by a man whom I have since known as Miller, of Leavenworth. It was about a week after the horses were taken that I saw them in the said company; two of said company were riding the horses then. I did not see them taken; knew they were taken; and when the said company rode up to our house I recognized the horses as those of the petitioner. Mr. Wright spent a great deal of time after his horses, but I cannot tell how many weeks.

MARY JANE ^{her} + WRIGHT.
_{mark.}

Witness: SAM'L A. KINGMAN.

Sworn to before me June 28, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Joseph T. Wright, being duly sworn, says: He is a brother of petitioner; that petitioner is a citizen of Kansas, and has been over three years; that in the summer of 1856 he (the petitioner) was living on his claim on Big Stranger, in Leavenworth county, Kansas. I know that he had two horses, one a sorrel horse, and a black horse, the two worth \$250. He had them in August, and about the 24th of that month they were missing. I did not see them taken, nor have I ever seen them since to know them. I was not at home the morning the company came to my house who had the horses. There was, at the time the horses were taken, a good deal of trouble in our neighborhood, armed men passing about in all directions; horses were in great demand. My brother was engaged in hunting the horses for several

weeks; he was gone about six weeks, and was most of the time engaged in hunting the horses; I was in his company most of the time. His time and expenses were worth \$2 per day while so engaged; the sorrel mare taken was the better of the two, and worth the most.

While we were gone after the horses I spent over a hundred dollars; do not know how much my brother paid out; nearly as much, I think.

JOSEPH T. WRIGHT.

Sworn to before me June 28, 1859.

SAM'L A. KINGMAN,
Commissioner.

Albert W. Mason, being duly sworn, says: That in the spring of 1856 Mr. Wright rode a sorrel mare to my shanty, near his claim, to get some seed corn. In the month of September I saw that animal in Platte county, Missouri, about eight miles from this place, in possession of Edward Bowen. I should not have recognized the animal, but he showed her to me, and told me that he saw Mr. Wright in town with a two-horse wagon, and this animal and another in the wagon, and that he followed Mr. Wright home, and there we took the horses from the wagon; that is all I know about it. He was then on his way to Hannibal, Missouri. I think the mare was worth \$150.

A. W. MASON.

Sworn to before me June 28, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of John Wright.

The petitioner claims in this case for loss of two horses	-	\$275 00
Expenses in obtaining the horses	- - -	100 00
		<u>375 00</u>
The proof shows the loss of the horses, and fixes their value at	- - - - -	250 00
Allow for expenses in hunting them, on proof	- -	35 00
		<u>285 00</u>
Interest, 2½ years, at 6 per cent.	- - -	42 75
		<u>42 75</u>
Total award	- - - -	<u>327 75</u>

SAMUEL A. KINGMAN.
EDWARD HOOGLAND.
HENRY J. ADAMS.

JUNE 30, 1859.

No. 419.

To the board of commissioners appointed to receive proof of claims under the act of February 7, 1859:

The petitioner, William C. Stagg, states: That he is a citizen of Kansas Territory, and has been since March, A. D. 1855; that on or about the 29th day of August, 1856, he sustained loss by reason of the political difficulties prevailing in the Territory, amounting to the sum of one hundred and twenty-five dollars, consisting of one horse, saddle, and bridle, the particulars of which are set forth in his petition to H. J. Strickler, esq.; that said property was taken without his consent, and by force; that no part of said loss has ever been paid to the petitioner, nor has he ever recovered said property or any part thereof. He asks that his petition and proof may be taken into consideration by your honorable board, and an award be made for the amount of one hundred and twenty-five dollars.

W. C. STAGG.

Subscribed in my presence, and sworn to before me this 27th day of June, A. D. 1859.

JOHN W. DAY,
Clerk of Probate Court.

COUNTY OF JEFFERSON, *Territory of Kansas:*

Personally appeared before me, a justice of the peace within and for the county of Jefferson, and Territory of Kansas, the undersigned, William Hosford and James P. Carson, who made the following affidavit:

That in the months of September and October, A. D. 1856, William C. Stagg, of Jefferson county, Kansas Territory, did nurse, attend, feed, and take care of a certain individual, Thomas D. Hodges by name, who was severely wounded in a skirmish between two parties, and was taken into the house of the said William C. Stagg in a perfectly helpless condition. He stayed in said louse for the period of four weeks in that condition, and was there altogether six weeks at least, during which time said William C. Stagg was at the expense of nursing, feeding, and taking care of him; and we believe that the time, trouble, and expense of said William C. Stagg to be worth \$125.

JAMES P. CARSON.
WILLIAM HOSFORD.

Subscribed and sworn to before me this 28th day of December, A. D. 1857.

JOSIAH A. GREEN, *J. P.*

TERRITORY OF KANSAS, *County of Jefferson, ss:*

I, J. W. Day, clerk of the court in and for the county of Jefferson and Territory aforesaid, do hereby certify that Josiah A. Green is an acting justice of the peace within and for said county and Territory.

In testimony whereof I have hereunto set my hand and official seal this 29th day of December, A. D. 1857.

J. W. DAY,
Clerk of Probate Court.

TERRITORY OF KANSAS, *County of Jefferson, ss :*

To the honorable auditor of claims :

I, the undersigned, William C. Stagg, of Jefferson county, Kansas Territory, beg leave to lay before you the following petition :

Whereas, on the 29th day of August, 1856, a horse was stolen from my premises, and I have never yet recovered said horse, or in any manner been indemnified for the loss of said horse, which I value, together with the bridle and saddle, taken at the same time, as worth \$100 ; and furthermore, whereas a certain individual, Thomas D. Hodges by name, was wounded in a skirmish between two contending parties, and placed in my house in a perfectly helpless condition, and remained there for a period of six weeks, during which time I nursed, fed, took care of him, and was at considerable expense on his account. He was in a helpless condition for the period of four weeks, during which myself and family attended to him. I consider my services in this instance to be worth \$125. Now, therefore, I lay my petition before you, and beg that I may be indemnified for this amount.

WILLIAM C. STAGG.

Personally appeared before me, a justice of the peace within and for the county of Jefferson and Territory of Kansas, the above signed William C. Stagg, and made affidavit that the facts set forth in the above petition are true.

JOSIAH A. GREEN, *J. P.*

TERRITORY OF KANSAS, *County of Jefferson, ss :*

I, J. W. Day, clerk of the probate court in and for said county and Territory, do hereby certify that Josiah A. Green is an acting justice of the peace within and for the county and Territory aforesaid.

In testimony whereof I have hereunto set my hand and official seal this 29th day of December, A. D. 1857.

[L. s.]

J. W. DAY,
Clerk of Probate Court.

In the matter of the petition of William C. Stagg.

Petitioner claims for one horse, saddle, and bridle, taken					
from him August 29, 1856	-	-	-	-	\$125
					<u> </u>

Petitioner presented a claim to General Strickler for said horse and for nursing a young man who had been wounded in a partisan encounter. The proof before Strickler was full on the latter point, but silent about the horse. There is no evidence before this board to support petitioner's claim for the horse. Rejected.

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JULY 1, 1859.

No. 420.

To the board of commissioners appointed to receive proof of claims under the act of February 7, 1859 :

The petitioner, Charles F. Brown, states that he is and has been a citizen of Kansas since the 10th of March, A. D. 1855 ; that between the 1st of November, 1855, and the 1st of December, 1856, he sustained loss by reason of the political difficulties prevailing in the Territory, amounting to the sum of fifty dollars, (\$50,) the particulars of which were fifty bushels of corn being taken by the first military party that marched against Lawrence, who, without my knowledge or consent, took possession of the same. A portion of the remnant that I did not use myself I sold the same season at one dollar and a quarter per bushel. The other particulars are set forth in my petition to H. J. Strickler, accompanied with a receipt from them for the same. No part of the loss therein set forth has ever been paid to the petitioner. He asks that the receipt and particulars therein set forth, together with the above, be taken into consideration by your honorable board, and an award be made for the amount therein claimed, with interest from date until the time of payment.

CHARLES F. BROWN,

Justice of Peace in and for Oskaloosa Township, Jefferson Co., K. T.

TERRITORY OF KANSAS, *County of Jefferson, ss :*

To the honorable auditor of claims :

I, the undersigned, Charles F. Brown, of Jefferson county, Kansas Territory, beg leave to lay before you the following petition : Whereas, on the 2d day of December, 1856, I allowed J. M. Shannon, acting as quartermaster for the militia of Kansas, ten barrels of corn, at the price of one dollar per bushel, and have never yet received pay for said corn. Now, therefore, I lay in my claim before you, that I may be indemnified for the loss of said corn.

CHARLES F. BROWN.

Signed before me, a justice of the peace, this 28th day of December, 1857.

J. A. GREEN, *J. P.*

This is to certify that I have this day, December 2, 1856, received of Charles F. Brown ten barrels corn, at one dollar per bushel, for commissary, for the use of troops called out by Governor Shannon, (for the use of the Territory of Kansas,) commanded by Captains Dunn and Hollinworth, Kansas militia.

J. M. SHANNON,

Acting as Quartermaster.

Personally appeared before me, on this 28th day of December, the undersigned, C. F. Brown, and made affidavit that this certificate is a true one; that he received it from J. M. Shannon.

C. F. BROWN.

Subscribed and sworn to before me this 28th day of December, 1857.

J. A. GREEN, *J. P.*

TERRITORY OF KANSAS, *County of Jefferson, ss:*

I, J. W. Day, clerk of the court within and for the county of Jefferson and Territory aforesaid, do hereby certify that Josiah A. Green is an acting justice of the peace in said county and Territory, having been duly elected and commissioned to that office.

In testimony whereof I have hereunto set my hand and seal, at office in Osawkee, this 29th day of December, A. D. 1857.

[L. S.]

J. W. DAY,
Clerk of Probate Court.

In the matter of the petition of Charles F. Brown.

Petitioner claims for corn taken by pro-slavery forces	
without leave - - - - -	\$50 00
Proven.	
Add interest, two years and a half, at 6 per cent. -	7 50
	<hr/>
Total award - - - - -	57 50
	<hr/> <hr/>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JULY 1, 1859.

No. 421.

To the board of commissioners appointed to receive proof of claims under the act of February 7, 1859:

The petitioner, J. C. W. Davis, states that he is a citizen of Kansas, and has been since about the 27th day of August, 1856; that between that date and the 1st day of December, 1856, he sustained loss by reason of the political difficulties prevailing in the Territory, amounting to the sum of one hundred and sixty dollars, consisting in one horse, saddle, and bridle, for which your petitioner paid but a short time previous said sum of \$160; that said property was taken without his consent, and by force, on or about the 29th day of August, 1856, by one Captain F. G. Palmer, for the use of the pro-slavery forces of

Colonel Stringfellow's regiment in General William P. Richardson's division; that no part of said loss has ever been paid to the petitioner, nor has he ever recovered said property or any part thereof; he asks that his petition and proof may be taken into consideration by your honorable board, and an award be made for the amount of one hundred and sixty dollars.

J. C. W. DAVIS.

Subscribed in my presence and sworn to before me this 27th day of June, A. D. 1859.

JOHN W. DAY,
Clerk of the Probate Court.

TERRITORY OF KANSAS, *Jefferson County, ss:*

Daniel Low, being duly sworn, on his oath, saith: That he is a citizen of Kansas and has been since the 3d day of May, 1856; that he is acquainted with J. C. W. Davis and with the circumstances connected with the loss sustained by said J. C. W. Davis, by reason of the political difficulties prevailing in Kansas Territory in the year 1856, and with the circumstances connected with said loss; and that to the best of his knowledge, information and belief, the facts set forth in the foregoing petition of the said J. C. W. Davis are true in substance and in fact; and further deponent saith not.

DANIEL LOW.

Subscribed in my presence and sworn to before me this 27th day of June, A D. 1859.

JOHN W. DAY,
Clerk of the Probate Court.

In the matter of the petition of J. C. W. Davis.

Petitioner claims for one horse, saddle, and bridle, taken by Captain Palmer, of Stringfellow's regiment	-	-	\$160 00
The proof sustains the claim.			
Add interest, two and a half years, at 6 per cent	-	-	24 00
Total award	-	-	<u>184 00</u>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JULY 1, 1859.

No. 422.

To the board of commissioners appointed to receive proof of claims under the act of February 7, 1859:

The petitioner, Daniel Low, states: That he is a citizen of Kansas, and has been since the 3d day of May, 1856; that between that date and the 1st day of December, 1856, he sustained loss by reason of the political difficulties prevailing in the Territory, amounting to the sum of two hundred and sixty-five dollars, consisting of the following property, to wit: two horses, each of the value of one hundred and twenty-five dollars, and one saddle, worth fifteen dollars; that said property was taken without his consent and by force, on or about the 29th day of August, 1856, by one Captain F. G. Palmer, for the use of the pro-slavery forces of Colonel Stringfellow's regiment; that no part of said loss has ever been paid to the petitioner, nor has he ever recovered said property or any part thereof; he asks that his petition and proof may be taken into consideration by your honorable board and an award be made for the amount of two hundred and sixty-five dollars, with interest thereon, from August 29, 1856, to the time of payment.

DANIEL LOW.

Subscribed in my presence and sworn to before me this 25th day of June, A. D. 1859.

JOHN W. DAY,
Clerk of the Probate Court, Jefferson County, K. T.

TERRITORY OF KANSAS, *Jefferson County, ss:*

George E. Bunds, being duly sworn, on his oath deposeth and saith: That he is a citizen of Kansas, and has been since the 5th day of March, A. D. 1859; that he is acquainted with Daniel Low, and with the circumstances connected with said Daniel Low's loss sustained by reason of the political difficulties prevailing in Kansas Territory in the year 1856; and that to the best of his knowledge, information and belief, the facts set forth in the foregoing petition of Daniel Low are true in substance and in fact; and further deponent saith not.

GEORGE E. BUNDS.

Subscribed in my presence and sworn to before me this 27th day of June, A. D. 1859.

JOHN W. DAY,
Clerk of Probate Court.

In the matter of the petition of Daniel Low.

Petitioner claims for one span of horses	- - - -	\$250 00
One saddle, worth	- - - -	15 00
Said property taken by Captain Palmer, of Stringfellow's regiment. The proof confirms the facts set forth in petition.		
Add interest on \$265, 2½ years, at 6 per cent.	- - -	39 85
		<hr/>
Total award	- - - -	304 85
		<hr/>

EDWARD HOOGLAND.
 SAMUEL A. KINGMAN.
 HENRY J. ADAMS.

JULY 1, 1859.

No. 423.

TERRITORY OF KANSAS, *Atchison County, ss:*
To the honorable commissioners for the auditing of claims for losses sustained during the troubles in Kansas:

Your petitioner, Adolphus House, of the county of Atchison in the Territory of Kansas, unto your honorable board respectfully showeth: That on or about the 20th day of August, A. D. 1856, your petitioner resided in the county of Calhoun in the said Territory, making his home at the house of his brother Hiram; that on or about that date your petitioner had mounted his horse for the purpose of travelling to the town of Indianola, and while but a few rods distant from the house of his brother he was set upon by an armed band of marauders, who brandished a revolver and demanded of him his political opinions, and being answered that he was a free-State man, they told him he must dismount, as they wanted his horse and must have it; whereupon your petitioner dismounted and gave the reins into the hands of one of the party. Said horse was worth at the time one hundred and fifty dollars.

Your petitioner further saith, that said horse had upon him at the time a saddle belonging to your petitioner, which he valued at the sum of twenty dollars, and a bridle of a superior make, worth five dollars.

And your petitioner further showeth, that from that time to the date hereof he has never heard of or seen the said horse, or bridle, or saddle, and that he has never at any time received any pay in any manner for the same, or any part thereof.

Wherefore, in tender consideration hereof, he prays your honorable board that you will grant unto him a due compensation, and render him a certificate for the sum of one hundred and seventy-five dollars; and your petitioner will ever pray.

ADOLPHUS HOUSE.

TERRITORY OF KANSAS, *Atchison County, ss :*

Be it remembered that on this 25th day of June, A. D. 1859, before the undersigned, clerk of the probate court in and for said county, personally came Adolphus House, to me known to be the person he represents, and who being first duly sworn, on his oath says, that the facts set forth in the foregoing petition, that are stated as facts, are true of his own knowledge, and that what he states upon his belief he believes to be true, to the best of his knowledge.

ADOLPHUS HOUSE.

Subscribed and sworn to before me this 25th day of June, A. D. 1859.

JAMES COULTER, *Clerk.*

Territory of Kansas to Adolphus House, Dr.

August 20, 1856. To one horse, taken by armed band.....	\$150 00
To one saddle, taken by armed band.....	20 00
To one bridle, taken by armed band.....	5 00
Total.....	<u>175 00</u>

• *In the matter of the petition of Adolphus House.*

Amanda Furgeson, being duly sworn, says: I have known the petitioner since he was a child. He came to Kansas in the spring of 1856, and settled in Calhoun county. During the summer of that year I was living within three miles of his place, and was frequently at his house. He had a horse, saddle, and bridle at that time; I think the horse was a bay. Some time that summer—I think in August—he started on this horse to go to Indianola. He returned on foot about 4 o'clock p. m. that day, and said his horse, saddle, and bridle had been taken from him by armed men; I think he said Georgians. There was a band of armed men about in that region at that time. Mr. House had been offered \$150 for the horse; I think he paid \$16 for the saddle; the bridle was worth about \$3. He never got either of these articles back nor any compensation for them to my knowledge.

AMANDA FURGESON.

Sworn by me this 28th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

Hiram House, being duly sworn, says: He is acquainted with the petitioner, Adolphus House. He is a citizen of the Territory, and was such in 1855. He now resides in Atchison county. In 1856 he was a citizen of Calhoun county. In 1856 he was the owner of a large fine bay horse, a good saddle and bridle; the saddle cost about \$20; the horse, saddle, and bridle were worth \$170 or \$175. About the 20th of August, 1856, the petitioner left my house in the morning, with his horse, saddle, and bridle, with the intention of going to Indianola. He shortly after returned on foot, and stated that he had been robbed of his horse, saddle, and bridle, by a band of armed men calling themselves Beaufort's men. I have never seen the property since, and have no knowledge of his ever having recovered any part of it or any compensation therefor. I know that at the time the horse was lost the country was infested with armed bands of marauders, and that a party of about eighteen had the night before encamped near my house.

HIRAM HOUSE.

Sworn by me this 28th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Adolphus House.

Petitioner claims for a horse, saddle, and bridle, taken from him in Calhoun county by a party of men calling themselves Beaufort's men	\$175 00
Add interest, 2½ years, at 6 per cent.....	26 25
	<hr/>
Total award.....	201 25
	<hr/> <hr/>

The proof sustains the claim.

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JULY 1, 1859.

No. 424.

TERRITORY OF KANSAS, *Atchison County, ss:*

To the honorable board of commissioners for auditing claims:

Your petitioners, Thomas T. Furgeson and Amanda Furgeson, of said county and Territory, unto your honorable board humbly complaining, respectfully showeth: That on or about the 20th day of August, A. D. 1856, your petitioners were residents of the county of Calhoun in said Territory, and occupied a claim which they were im-

proving by the cultivation thereof, and had in cultivation some seven or eight acres, some of which was in corn, some in potatoes, and some was occupied as a garden. And your petitioners further show, that at that time there was on said claim a frame house, owned and occupied by them, sixteen by twenty feet in size, valued at the sum of two hundred and fifty dollars, at a fair valuation; that there was also a good fence around said cultivated lands, made of rails; and your petitioners verily believe there were fifteen hundred rails and upwards in said fence, which cost at that time the sum of three dollars and fifty cents per hundred when in the fence, amounting to the sum of fifty-two dollars and fifty cents; that at that time your petitioners had three horses, one of which was worth the sum of two hundred dollars, and each of the others were worth the sum of one hundred and fifty dollars, the three amounting in the aggregate to the sum of five hundred dollars. That said petitioners had in their house five sacks of flour, for which they paid seven dollars per sack, amounting to thirty-five dollars; one hundred weight of bacon, for which they paid twelve and one-half cents per pound, which amounts to the sum of twelve dollars and fifty cents; one two-horse lumber wagon and a two-horse double harness, for which they paid the sum of one hundred dollars; together with six acres of corn, valued at the sum of three hundred dollars; one acre of potatoes, valued at one hundred dollars; and a well cultivated kitchen garden, worth, at a fair valuation, the sum of seventy-five dollars—all of which personal property was worth, at a fair valuation, the sum of thirteen hundred and fifty dollars.

And your petitioners further show, that on the 1st of September, A. D. 1856, or thereabouts, the said horses were all seized, stolen, or carried away by an armed band or other armed persons, to your petitioners unknown, and that your petitioners have never heard of but one of the said horses since that time. Hiram House, a brother of your petitioners, saw the mare, valued at \$225 aforesaid, in the town of Indianola, and knew and recognized the same as the identical animal owned by your petitioners, and demanded it of the person in possession, but he refused, saying that he would shoot the animal before he would give it up, since which time your petitioners have never heard of said animal till the date hereof; that said flour, house, fence, bacon, corn, potatoes, and garden vegetables were taken, used, and destroyed by an encampment of General Lane for their own use, on or about the first of September aforesaid, and without your petitioners' consent or connivance therewith. And your petitioners further show that the said wagon and harness, on the last week of August, A. D. 1856, or thereabouts, was seized, taken, carried off, or stolen by another party of marauders, and that your petitioners have never heard of them since; all of which property your petitioners have never in any manner received pay or remuneration for, and have never heard of, save in the case as aforesaid. In tender consideration whereof, your petitioners pray that your honorable board will award due compensation, and issue certificates for the sum of \$1,325. And your petitioners will ever pray.

AMANDA FURGESON.

TERRITORY OF KANSAS, *Atchison county, ss:*

Be it remembered that on this 27th day of June, A. D. 1859, came before me, the undersigned, judge of the probate court in and for said county, Amanda Furgeson, one of the foregoing petitioners, and being first duly sworn, says, that the facts stated as facts in the foregoing petition are facts of her own knowledge, and what she states on her belief she verily believes to be true. Subscribed and sworn the day and year above written.

AMANDA FURGESON.

Before me—

FRANKLIN G. ADAMS,
Probate Judge.

Territory of Kansas to Thos. T. Furgeson and Amanda Furgeson, Dr.

September, 1856.	To house burned and destroyed by force	\$250 00
	To 5 sacks of flour used or destroyed, &c.	35 00
	To fence destroyed in same manner, &c.	52 50
	To 100 pounds bacon, at 12½ cts. per lb., in same manner, &c. - - - -	12 50
	To 6 acres corn, at \$50 per acre, in same manner, &c. - - - -	300 00
	To 1 acre of potatoes, in same manner, &c. - - - -	100 00
	To 1 acre of garden vegetables, in same manner, &c. - - - -	75 00
	To 3 horses stolen, carried away, &c. -	500 00
	Total - - - - -	<u>1,325 00</u>

In the matter of the petition of Thomas T. Furgeson.

Adolphus House, being sworn, says: I know the claimant, Thomas T. Furgeson; I lived in the same neighborhood in 1856, about three miles from his place; it was in Calhoun county, Kansas Territory; Furgeson had about eight acres in cultivation that year—six acres in corn, some potatoes, something near an acre, and some garden; they were all cut up and fed up; I passed by after it was done and it was all gone. About the first of September I passed by and saw that it had been destroyed; his house had been destroyed too; Furgeson was gone at that time in search of his horses; Mrs. Furgeson, who is my sister, was at a neighbor's of the name of Kemp; she said that an armed band had been at her house and she had left, and they had destroyed the house. I had seen the cornfield several times; it was good

corn and well fenced ; I should think such a field would yield forty-five bushels to the acre anyway ; it sold that fall on the road for \$1 50 per bushel ; potatoes were worth, I think, about \$1 75 per bushel ; an ordinary crop would yield one hundred bushels to the acre, at least. Furgeson had a frame house with two rooms, covered with clap-boards ; I think it cost \$225 or \$250 ; it was burned down ; I did not see it burned, but I heard of it the next day : I do not know who burnt it, but I saw an armed band the day before, and people said they burnt it ; I have no doubt that they burnt it ; I think it was a company of Lane's men ; there were several sacks of flour and some bacon in the house, I was told. I was at Furgeson's house a day or two after he went in search of his horses ; they had just been taken—stolen, as we supposed. There were armed bands passing through the neighborhood all the time about that time, stealing all the horses they could find ; they called it pressing ; I saw a party the day I went to Furgeson's. He had three taken ; one of them was worth \$250, one \$150, and the other \$100 ; Furgeson was gone two or three weeks that time, and when he came back and found his property all destroyed he went away again ; I never have heard that he found his horses ; he has told me since that he never heard anything of but one of them ; I do not believe he ever did hear of them, except the one that my brother saw, or that he ever got any pay for them—any of them. Furgeson's fence was a rail fence ; I should think there was two thousand rails in it, worth \$50 a thousand.

ADOLPHUS HOUSE.

Sworn to before me this 28th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Thomas T. Furgeson.

Hiram House, being duly sworn, says : He is acquainted with the petitioner, Thomas T. Furgeson ; he was a citizen of the Territory in 1856, and is now ; he is at present absent, having gone to Pike's Peak ; his family is residing in Atchison. In 1856 Mr. Furgeson owned and resided on a claim in Calhoun county ; he was the owner of three head of good horses, one of them was worth at least \$200 ; he had been offered \$250 for it before that time. One of the others was worth over \$150, the other was worth about \$150 ; the three together were well worth \$500 at that time. He had on his claim a frame house, about six acres of land under cultivation, in corn, potatoes, and vegetables of various kinds. The house I estimate to have been worth \$250 ; he had on hand, at the time he was compelled to leave the Territory, 5 sacks of flour, it was worth, at the time, \$6 50 per sack, I think. There must have been 100 pounds of bacon, he had purchased 150 pounds, and had used some of it ; it was worth 15 cents per pound. The fencing on the farm was worth and cost, as I believe, \$75 or \$80. The corn would have yielded forty or fifty bushels per

acre, and was worth \$1 50 per bushel in that neighborhood. There would probably have been 50 bushels of potatoes; potatoes were very dear at that time, they were selling as high as \$4 per bushel. I left home about the 1st of August of 1856, on a visit, and was absent until about the 22d; on my return, myself and wife were taken prisoners, and kept in custody about twenty-four hours, which ultimately caused the death of my wife. After being released, I stopped two or three days at Mr. Fuller's, and made my way to Fort Leavenworth about the 1st of September, where I remained a short time, and then left the Territory, and went to the State of Illinois; it was unsafe to remain in the country. I was a free-State man, but having refused to take part in the troubles then existing in the Territory on either side, I was not looked upon with much favor by either party. In consequence of the continued ill health and subsequent death of my wife, I was unable to return to Kansas until the following spring. The petitioner and his family were also compelled to abandon their home and property and seek safety out of the Territory. I do not know, from my own knowledge, of the loss of the property, it having been taken and destroyed in my absence. I have learned from others that it was all taken, either used or destroyed. The house and fences were burned; I saw the ruins of them after my return to the Territory in the spring. I have learned that the corn, &c., was eaten up and used by General Lane's forces, it being located immediately in their route. After my return to the Territory, I saw the horse that I estimate to be worth over \$150 in the possession of George Young, who lived above Indianola; he is a pro-slavery man; he refused to give him up, and stated that he would rather shoot the horse than to give him up either to Mr. Furgeson or myself. Mr. Furgeson was absent at the time; he was indebted to me in a small amount. I concluded to get out an attachment and attach the horse in order to secure him, but they suspecting my intentions ran him off, and I have never since heard of him.

HIRAM HOUSE.

Sworn to before me this 28th day of June, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Thomas T. Furgeson.

Petitioner claims, for property taken and destroyed in Calhoun county, by free-state men, as follows:

1 house burned.....	\$250 00	Allowed	\$250 00
5 sacks flour, at \$7....	35 00	Allowed	35 00
Fence burned	52 50	Allowed	52 50
100 pounds bacon.....	12 50	Allowed	12 50
6 acres corn at \$50 per acre.....	300 00	Allowed 40 bushels per acre, \$24 90 in field.	216 00

1562

KANSAS CLAIMS.

1 acre of potatoes	\$100 00	Allowed	\$100 00
1 acre of garden vegetables	75 00	Allowed	75 00
3 horses taken	500 00	Allowed	500 00
	<u>1,325 00</u>	Amount allowed	<u>1,241 00</u>
Total claimed.....	<u>1,325 00</u>		<u>1,241 00</u>

The items allowed are at rates sufficiently high, taken in connexion with the entire proof to be considered, inclusive of interest.

Total award \$1,241.

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JULY 2, 1859.

No. 425.

To the honorable commissioners of claims for Kansas under the act approved February 7, 1859.

The undersigned, John W. Farnsworth, of Topeka, in the county of Shawnee, in the Territory of Kansas, respectfully represents to your honorable body: That he is a citizen of the United States; that he was a citizen of said Territory during the summer of 1856, and resided at Topeka aforesaid then and since; that on or about the 28th day of July, 1856, your petitioner was seized and possessed of the several articles of personal property specified in the attached inventory; that while the same was in the care and custody of one C. W. Ingraham as the agent and servant of your petitioner, near the border of the State of Missouri, in the Territory of Kansas, the same was violently arrested and taken from the possession of said Ingraham by an armed body of men, and appropriated to their own use, so that the same was totally lost to your petitioner; that said Ingraham was obliged to flee for his life; and upon making his escape, raised a body of men and pursued with a view to recover possession of said property, but was unsuccessful and unable to recover possession of said goods or property, or any part thereof; said Ingraham hired a horse for the purpose of pursuing said men and property, worth \$75; the same was stolen from him, and has never been recovered. Your petitioner further states, that none of the said property has ever been recovered, and your petitioner has never received any compensation therefor. Your petitioner prays, therefore, that said claim may be allowed and paid with interest thereon.

One pair of very large red oxen - - - -	\$145 00
One pair of large red oxen - - - -	130 00
Two yokes and two chains, (heavy) - - - -	15 00
One new Illinois thimble-skein heavy wagon - - - -	130 00
Wagon bows and cover - - - -	10 00

KANSAS CLAIMS.

1563

Five heavy woollen blankets, \$5	-	-	-	-	\$25 00
One ox bell and strap	-	-	-	-	4 00
One oil can	-	-	-	-	2 50
One camp kettle, \$2 ; tin pail, 75 cents	-	-	-	-	2 75
Fry pan, plates, and cups	-	-	-	-	1 50
One whip	-	-	-	-	1 00
Bill of groceries, flour, coffee, bacon, &c.	-	-	-	-	225 00
Expense, money, and regular service of man	-	-	-	-	40 00
Making whole amount					731 75
Interest from July 28, 1856, to April 13, 1859, two years, six months, and fifteen days	-	-	-	-	184 70
					916 45
					916 45

Your petitioner further says, that on or about the 20th of April, 1856, while camped on a creek near the border of Missouri, on the road running from Westport to Lawrence, one pair of oxen were stolen and conveyed away, so that your petitioner was unable to recover the same ; that they were owned by him, and that he believes they were stolen and secreted away by a marauding band from the neighboring State ; that they were more than ordinary cattle, and were worth \$125. And your petitioner further says, that the cattle mentioned in the above inventory were more than ordinary oxen—were very large, fat, and valuable ; that the wagon was a very heavy Lockport wagon, and worth \$130. All of which your petitioner prays may be allowed and paid.

JOHN W. FARNSWORTH.

TERRITORY OF KANSAS, *County of Shawnee, ss :*

J. W. Farnsworth, of Topeka aforesaid, being duly sworn, deposes and says, that the facts stated in the foregoing petition and schedule are true.

JOHN W. FARNSWORTH.

Sworn to before me this 13th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

The Territory of Kansas to any officer authorized to administer oaths in Jackson county, State of Michigan :

Know ye that pursuant to the provisions of an act of the legislature of said Territory of Kansas entitled " An act to provide for the adjustment and payment of claims," approved February 7, 1859, Edward Hoogland, Henry J. Adams, and Samuel A. Kingman were duly

appointed commissioners to audit and certify all claims for losses sustained by the taking or destruction of property during the disorder which prevailed in this Territory from November 1, 1855, to December 1, 1856, with authority to take testimony, send for persons and papers, issue commissions for the examination of witnesses, and make awards upon the claims so presented.

And whereas John W. Farnsworth, of the city of Topeka, has filed with said commissioners his petition, claiming indemnity for losses sustained by him during the disorder aforesaid, as follows, to wit.— (See copy of said petition, hereto annexed.)

These presents are, therefore, to authorize you, as soon as practicable, and at such time and place as you may appoint, to cause one C. W. Ingraham, now of your county, personally to appear before you and testify what he may know concerning the matters and things set forth in said petition.

You will, therefore, take and certify the deposition of said Ingraham, on his examination under oath, and reduce the same to writing, and have him subscribe the same.

If said witness was in said Farnsworth's employ in Kansas Territory in April, 1856, and knew said cattle, wagon, and other items mentioned in said petition, let him so state and give the full particulars of the taking or capture of any or all of said property, and by whom, when, and where the same occurred as fully as possible, and the value of said property mentioned in the petition, and every item thereof. And said deposition attach to this commission and seal the same, and forward it by mail to John W. Farnsworth, Topeka, Kansas Territory.

Witness my hand and seal at Tecumseh, Shawnee county, Kansas, [L. s.] April 13, 1859.

EDW'D HOOGLAND,
Commissioner.

PETITION.

To the honorable commissioners of claims for Kansas, under the act approved February 7, 1859 :

The undersigned, John W. Farnsworth, of Topeka, in the county of Shawnee, in the Territory of Kansas, respectfully represents to your honorable body that he is a citizen of the United States; that he was a citizen of said Territory during the summer of 1856, and resided at Topeka then and since; that on or about the 28th of July, 1856, your petitioner was seized and possessed of the several articles of personal property specified in the attached inventory; that while the same was in custody and care of one C. W. Ingraham, as the agent and servant of your petitioner, near the border of the State of Missouri, in the Territory of Kansas, the same was violently arrested and taken from the possession of said Ingraham by an armed body of men and appropriated to their own use, so that the same was totally lost to your petitioner; that said Ingraham was obliged to flee for his life,

and upon making his escape raised a body of men and pursued with a view to recover possession of said property, but was unsuccessful and unable to recover possession of said goods or property, or any part thereof; said Ingraham hired a horse for the purpose of pursuing said men and property, worth \$75; the same was stolen from him and has never been recovered. Your petitioner further states that none of said property has ever been recovered, and your petitioner has never received any compensation therefor. Your petitioner therefore prays that said claim may be allowed and paid, with interest thereon.

SCHEDULE.

One pair of large red oxen (very large)	-	-	-	\$145 00
One pair of large red oxen	-	-	-	130 00
Two yokes and two chains (heavy)	-	-	-	15 00
One new Illinois thimble-skein heavy wagon	-	-	-	130 00
Wagon bows and cover	-	-	-	10 00
Five heavy woollen blankets, \$5	-	-	-	25 00
One ox, bell, and strap	-	-	-	4 00
One oil can	-	-	-	2 50
One camp kettle, \$2, and tin pail, 75 cents	-	-	-	2 75
Fry pan, plates, and cups	-	-	-	1 50
One whip, \$1	-	-	-	1 00
Bill of groceries, flour, coffee, bacon, sugar, &c.	-	-	-	225 00
Expense, money, and regular service of man	-	-	-	40 00
				<hr/>
				731 75
Interest from July 28, 1856, to April 13, 1859, 2 years, 6 months and 15 days	-	-	-	184 70
				<hr/>
				916 45
				<hr/> <hr/>

Your petitioner further says that on or about the 20th of April, 1856, while camped on a creek near the border of Missouri, on the road running from Westport to Lawrence, one pair of oxen were stolen and conveyed away, so that your petitioner was unable to recover the same; that they were owned by him, and that he believes they (the said cattle) were stolen and secreted away by a marauding band from the neighboring State; that they were more than ordinary cattle, and were worth \$125. And your petitioner further says that the cattle mentioned in the above inventory were more than ordinary oxen, were very large, fat and valuable; that the wagon was a very large, heavy, Lockport wagon, and worth \$130. All of which your petitioner prays may be allowed and paid.

J. W. FARNSWORTH.

TERRITORY OF KANSAS, *County of Shawnee, ss:*

John W. Farnsworth, of Topeka aforesaid, being duly sworn, deposes and says that the facts stated in the foregoing petition and schedule are true.

JOHN W. FARNSWORTH.

Sworn to before me this 13th day of April, 1859.

EDWARD HOOGLAND,
Commissioner.

Interrogatories.

1. Were you in the Territory of Kansas on or about the 28th day of July, 1856?
 2. Were you in the employ of J. W. Farnsworth at that time?
 3. Did you know said oxen, wagon, and other articles mentioned in the schedule in the above petition?
 4. When, where, and in whose possession were they the last you knew of them, and how did they come by them?
 5. What was the value of each of said articles?
 6. Were the oxen and wagon referred to in said schedule, more than ordinary and common oxen and wagon?
- Give full history and particulars.

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

On this 27th day of April, A. D. 1859, personally appeared before me, notary public in and for said county, C. W. Ingraham, who, being by me first duly sworn according to law, testified and made oath to the several interrogatories annexed hereto, as hereinafter mentioned and set forth.

WILLIAM M. SULLIVAN,
Notary Public.

Answers to Interrogatories.

The said C. W. Ingraham, being first duly sworn, in answer to the first interrogatory deposes and says:

1. I started from the State of Michigan about the 2d day of April, 1856; arrived in the Territory of Kansas about the 12th day of same month, and went into the employ of J. W. Farnsworth about the 1st day of May succeeding, and on the 28th day of July I was near Westport, Missouri, in Kansas Territory.

The said C. W. Ingraham, being first duly sworn, in answer to the second interrogatory deposes and says:

2. I was in the employ of J. W. Farnsworth from about the 1st day of May, and remained in his employ until about the 1st of September following; was in his employ on the 28th day of July, 1856. I was engaged in taking care of and driving his teams, and in buying and transporting goods for him.

The said C. W. Ingraham, being first duly sworn, in answer to the third interrogatory deposes and says:

3. I knew of the articles mentioned in the said schedule; they were in my possession on the 28th day of July, 1856, except the oil can, of which I have no recollection.

The said C. W. Ingraham, being first duly sworn, in answer to the fourth interrogatory deposes and says:

4. They were in my possession on the morning of the 28th day of July, 1856; about the hour of 11 o'clock of that day they were taken from me by a band of men, known in Kansas Territory as Coleman's band, and in the afternoon of that day were in their possession, and taken, as I supposed, to Westport, Missouri, where it was reported the band belonged.

The said C. W. Ingraham, being first duly sworn, in answer to the fifth interrogatory deposes and says:

5. I think the value annexed to said articles in said schedule to be about their just value, with the exception of the oil can, of which I have no recollection, as I have before stated.

In answer to the sixth interrogatory, the said C. W. Ingraham, after first being duly sworn, deposes and says:

6. I believed and estimated them at the time as more than ordinary teams, the best employed on the road, and the wagon the very best for the use for which it was appropriated.

In answer to the last inquiry, the said C. W. Ingraham, after being first duly sworn, deposes and says:

7. I had been to Kansas City and bought the goods, and was transporting them to Topeka for my employer. At about 11 o'clock of the 28th day of July, 1856, on the road near Westport, Missouri, in the Territory of Kansas, I was overtaken by a band of armed men, who stopped me, demanded my bill of lading, then, by force of arms, compelled me to drive the teams into the woods, and on my finding an opportunity to escape, I fled, leaving the property in the hands of those men. That body of armed men were known as Coleman's band. I repaired after my escape to Kansas City, raised a posse of 16 men, with a deputy United States marshal, and made due diligence to recover said property, but all in vain.

C. W. INGRAHAM.

The foregoing answers were by me reduced to writing, the day and year aforesaid, at my office in Leoni, in the county aforesaid, and carefully read over to the said C. W. Ingraham, and by him sworn to and subscribed before me and in my presence.

Given under my hand and seal on this 27th day of April, A. D. 1859.

[L. s.]

WILLIAM M. SULLIVAN.

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

I hereby certify that William M. Sullivan, the person before whom the annexed deposition was made, and whose genuine signature is signed thereto, was, at the date thereof, a notary public in and for said county, duly appointed, qualified, and authorized to administer oaths and take acknowledgments.

In witness whereof I have hereunto set my hand, and affixed the seal of the circuit court for said county, (which is a court of record,) at Jackson, this twenty-seventh day of April, in the year one thousand eight hundred and fifty-nine.

[L. S.]

MELVILLE MCGEE,
Deputy Clerk.

In the matter of the petition of John W. Farnsworth.

Petitioner claims two yoke of oxen, wagon, and load of dry goods and groceries, captured <i>in transitu</i> by "Coleman's band," near Westport, while said property was passing from Kansas city to Topeka	-	-	-	-	\$731 75
The claim is proven and allowed.					
Add interest, 2½ years, at 6 per cent.	-	-	-	-	109 80
Total award	-	-	-	-	<u>841 55</u>

EDWARD HOOGLAND.
HENRY J. ADAMS.
SAMUEL A. KINGMAN.

MAY 31, 1859.

No. 426.

To the honorable the board of commissioners to audit and adjust claims for Kansas, under an act of the legislature, approved February 7, 1859:

Your petitioner, J. C. Gordon, of the firm of Allen & Gordon, would respectfully represent unto your honorable body: That said Allen & Gordon resided in the Territory of Kansas, during the summer of 1856; that they resided in Topeka, Shawnee county and Territory aforesaid, then and since; that they were lawfully seized and possessed of the following described property, to wit: One large patent iron safe, worth \$80; that while said safe was in the care and possession of one Artemus W. Dole, as the agent and servant of your petitioner, the same was violently and forcibly taken from the said

No. 427.

In the matter of the petition of William J. Card.

Dwight W. Scouten, of lawful age, being duly sworn, deposes and says: That he is acquainted with William J. Card; that he is a citizen of Kansas, and resides near Bloomington, in Douglas county; know of his having incurred losses during the difficulties of 1856, by way of loss of property, to wit: One cornfield of seven or eight acres, the property of Mr. Card, was entirely destroyed by (in the main) irresponsible persons engaged in the difficulties; deponent saw persons with teams in the field gathering the corn, this was in the fall of 1856; the corn was worth about sixty to seventy-five cents per bushel; it grew upon bottom land—'old ground'—and would have yielded between sixty and seventy-five bushels to the acre; the field would have yielded about (450) four hundred and fifty bushels.

DWIGHT W. SCOUTEN.

Subscribed and sworn to before me this 20th day of June, A. D. 1859.

[L. s.]

H. J. STRICKLER,
Notary Public.

In the matter of the petition of William J. Card.

William J. Card, being duly sworn, deposes and says: That he made a statement of his actual losses incurred during the difficulties of 1856, before H. J. Strickler, late commissioner for auditing claims; which statement was true and correct to the best of the knowledge and belief of this deponent; this deponent therefore respectfully asks that the proofs, papers, and testimony taken before said commissioner, upon which he made his award in my favor, may be received by the board of commissioners appointed in accordance with the provisions of an act entitled "An act to provide for the adjustment and payment of claims," as his petition and testimony under the present law; your petitioner would further represent that he settled in Kansas Territory in the year 1855, and has resided near Bloomington, Douglas county, ever since; this deponent would further represent that he has never received compensation or indemnity for said loss in any way whatever.

WILLIAM J. CARD.

Subscribed and sworn to before me this 20th day of June, A. D. 1859.

[L. s.]

HIRAM J. STRICKLER,
Notary Public.

D. W. Scouten, being first duly sworn, deposes and says: That on or about the 15th of October, A. D. 1856, he passed the field of W. J. Card, in which field he saw some persons who were engaged in loading corn from said field upon a wagon that they had with them; that these men, to his knowledge, were not employed by the said W. J. Card to load said wagon; and that he, this affiant, verily believes that the said men intended to carry away and appropriate to their own use without the knowledge or consent of said W. J. Card, the said corn; that the said field consisted of about seven acres, all of which was under cultivation.

DWIGHT W. SCOUTEN.

Sworn to before me and subscribed in my presence this 14th day of June, A. D. 1859.

Witness my hand and the seal of the second district court of Kansas Territory.

[L. s.]

L. W. ARTHUR, *Clerk*,
By LOUIS CARPENTER, *Deputy*.

In the matter of the petition of William J. Card.

Petitioner claims for seven acres of corn on old ground, destroyed by pro-slavery men	-	-	-	-	\$450 00
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The proof sustains the claim as to the taking or destruction of property.

Allow seven acres, at forty bushels per acre—280 bushels, at ninety cents in field	-	-	-	-	252 00
According to general rule	-	-	-	-	37 80
Total award	-	-	-	-	289 80

EDWARD HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

JULY 1, 1859.

No. 428.

In the matter of the petition of William M. Nace.

SHAWNEE COUNTY, ss:

William M. Nace, the above-named petitioner, after being duly sworn according to law, deposes and says: That I made a statement of my actual losses incurred during the difficulties of Kansas Territory, during the year 1856, to H. J. Strickler, commissioner of 1857,

which was true and correct according to the best of the knowledge and belief of this deponent. I therefore respectfully ask that the proofs, papers, and testimony taken in support of my claim before said commissioner, and upon which he made his award in my favor, may be received by the honorable board of commissioners appointed to provide for the adjustment and payment of claims, as his petition and testimony under the present law. This deponent resides near Lecompton; has never received compensation for said loss, nor recovered any of the property lost.

WILLIAM M. NACE.

Sworn to and subscribed before me this 30th day of May, A. D. 1859.

[L. s.]

H. J. STRICKLER,
Notary Public.

TERRITORY OF KANSAS, *County of Douglas :*

Under an act to provide for auditing claims, passed by the territorial legislature and approved February 23, 1857.

I, William M. Nace, of Douglas county, Territory of Kansas, represent unto the honorable commissioner for auditing claims: That during the difficulties in Kansas Territory, and in consequence and growing directly out of them, your petitioner sustained losses of property more specifically set forth in schedule appended and made a part of this petition. The manner of losing said property was as follows: That when Governor Woodson called out the militia many of said militia came to Lecompton and camped upon my premises. The said militia went into my field and took corn and potatoes therefrom; subsequent to this, free-State troops were camped upon my premises, and they destroyed my corn, potatoes, and turnips to the amount set forth in schedule, and the value therein stated. The militia consumed the hay, which was about three tons, and worth \$20 per ton. Your petitioner further represents that for said loss he has never received compensation or indemnity.

W. M. NACE.

Sworn and subscribed to before me this 16th day of February, 1858.

H. J. STRICKLER,
Commissioner.

SCHEDULE.

Territory of Kansas to William M. Nace, Dr.

To three tons of hay, at \$20 per ton	-	-	-	\$60 00
To one hundred bushels of corn, at \$1	-	-	-	100 00
To one hundred and seventy-five bushels potatoes, at \$2	-	-	-	350 00

KANSAS CLAIMS.

1573

To one hundred bushels of turnips, at \$1	-	-	\$100 00
To one pair double-trees	-	-	9 00
To one breast-yoke	-	-	2 50
			621 50
			621 50

John Falls, being of lawful age and duly sworn, says: I am acquainted with the petitioner; he is a citizen of Kansas Territory; that he has heard the petition of Mr. Nace read, and knows the facts set forth to be true; that your affiant saw the militia men in the field frequently, taking the corn therefrom, and frequently saw United States troops in said field, taking corn, potatoes, and turnips; saw the militia using the hay; think they took away three tons, besides what they fed at the stack; I know that the hay was worth twenty dollars a ton, as the petitioner had been offered that price. I think that the petitioner lost at least one hundred bushels of corn, and it was worth one dollar a bushel; potatoes were worth two dollars, and about two hundred bushels were destroyed. I was present when nine men came to Mr. Nace's premises and took away the double-trees and breast-yoke, the property of Mr. Nace. The said double-trees and breast-yoke were worth eleven dollars.

JOHN FALLS.

Sworn and subscribed to before me this 16th day of February, 1857.

H. J. STRICKLER,
Commissioner.

In the matter of the petition of William M. Nace.

Petitioner claims for crops destroyed by United States troops and territorial militia	-	-	-	\$621 50
				621 50

The proof is definite. One item (turnips) is extravagantly charged. Allow bill as presented.

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JUNE 23, 1859.

No. 429.

In the matter of the petition of James C. Evans.

DOUGLAS COUNTY, ss:

The above-named petitioner, being duly sworn according to law, deposes and says: That I presented a statement of my actual losses incurred during the difficulties of 1856, to H. J. Strickler, late com-

missioner for auditing claims, appointed under the act of 1857, which statement was correct and true, according to the best of the knowledge and belief of this deponent. This deponent would further represent that some of the witnesses whose testimony is material and important to this deponent, in proof of his claim of losses, are now out of the Territory, and that it is impossible for this deponent to secure the attendance of said witnesses before the board of commissioners, appointed under an act entitled "An act to provide for the payment and adjustment of claims," approved February 7, 1859. Your deponent would respectfully ask that proofs, papers, and testimony so presented to the late commissioner, and upon which he made his award in my favor, may be received by the said board of commissioners as his petition and testimony under the present law. This deponent would further represent that he has never recovered any of the property lost as alleged and set forth in the statement so presented to said Strickler, nor received compensation from any source for said losses. This deponent would further represent that he is a citizen of Kansas Territory.

JAS. C. EVANS.

Subscribed and sworn to before me this 30th day of April, A. D.
[L. s.] 1859.

DAVID T. MITCHELL,
Notary Public.

*To the honorable Hiram J. Strickler, commissioner for auditing claims
in Kansas Territory:*

Your petitioner, James C. Evans, would respectfully represent: That from the spring of 1854, until August, 1856, he was a resident of Kansas Territory, and lived on a claim on Wakarusa, about eight miles from Lawrence; that he had about his premises a large number of stock of various kinds, among which were sixty-three head of cattle, including work-oxen, cows, and young cattle; that about the 12th day of August, A. D. 1856, the Territory being in a state of great excitement, and armed bodies of lawless men infesting the neighborhood where I lived, I was pursued and driven from my home and compelled to leave for my own personal safety, by men living in the vicinity and others coming from Lawrence and other places. I was compelled to leave my home, my cattle, and other property, without protection. Previous to this my life had been threatened by some of the men engaged in driving me from my home; they said I should never take my stock away, and that I had better stay away myself; as soon as I was driven away, these men, as I am informed and believe, took and drove away and killed sixty-three head of my cattle, described as nearly as possible, and valued in bill hereto annexed and marked A. I saw and recognized the head of some of my cattle that had been killed in the neighborhood; I know the head and ear mark; my house was robbed about the same time; I know the names and faces

of some of the men who drove me off; they were men who set the laws of the Territory at defiance and scrupled at no acts of violence; petitioner thinks the cattle taken from him were worth, at the most reasonable estimate, thirty-five dollars a head, amounting in all to the sum of two thousand two hundred and five dollars, all of which your petitioner respectfully requests may be inquired into and such disposition made as the law directs, by the commissioner appointed for auditing claims in Kansas Territory, for which case your petitioner has never received any compensation or indemnity.

JAMES C. EVANS.

Sworn and subscribed before me this 23d October, 1857.

H. J. STRICKLER,
Commissioner.

James C. Evans, of lawful age, being duly sworn, on oath, deposes and says: That the facts set forth in the above petition are true to the best of his knowledge and belief.

Wm. C. Campbell, being duly sworn, says: I am acquainted with petitioner; he was a citizen of the Territory during the summer of 1856; I know he had sixty-three head of cattle in March, 1856, so our herdsman told me; they were worth at that time \$35 per head; I have no doubt in my mind but that they were stolen in the manner alleged in the petition.

WILLIAM C. CAMPBELL.

John B. Lewis, being duly sworn, says: I left Mr. Evans as herdsman on or about the 15th of January, 1856; he had at that time about sixty-three head of cattle; I was his herdsman and attended to his cattle; believe I can form a fair estimate of their value; they were worth on an average \$35 per head.

JOHN B. LEWIS.

Alexander Bell, being duly sworn, says: I know that the petitioner lived at Wakarusa; that he was driven off of his claim by an armed body of lawless men; they said in my presence that they had run him off and if he returned they would kill him; one of the men who told me that they had run him off, assisted others in driving away his cattle; I saw about fifty or sixty cattle at his place when he was driven off; I saw them drive away twenty or thirty; another part of his cattle were killed at or near petitioner's claim; all of Mr. Evans's cattle were driven away, killed or missing when he returned; I knew they were his cattle by his brand; I saw them driving his cattle towards Lawrence; I afterwards found some of the cattle in Lawrence a month after; Mr. Evans employed me to hunt for his cattle; I found two out of the sixty-three; they were well worth on an average \$35; I believe Mr. Evans lost his cattle in consequence of the difficulties in the Territory; they were lost in the manner and at the time, and by the persons alleged in the petition; he was driven off in consequence of his acting as a militia man, under the call of Governor

Shannon, and because he was a member of the grand jury at the May term of the district court, when a true bill of indictment was found against Governor Robinson for his high treason and others, and the free-State hotel in Lawrence found to be a nuisance and ordered to be abated.

ALEXANDER BELL.

I hereby certify that the foregoing petition of James C. Evans, and testimony in support thereof, is a true and correct copy of the original filed before me as commissioner for auditing claims, and upon which I awarded to him the sum of two thousand two hundred and ninety-five dollars.

H. J. STRICKLER,

Former commissioner to audit claims.

LECOMPTON, May 24, 1859.

A.

Bill of cattle forcibly taken and driven away from James C. Evans, on the Wakarusa, Kansas Territory, during the difficulties in Kansas Territory, and about the 12th day of August, A. D. 1856.

Eight work oxen, (broke,) thirty unbroke oxen, twelve cows, thirty three-year old cattle; making in all sixty-three head, at \$35 per head. Total amount of loss of cattle, \$2,205.

JAMES C. EVANS.

In the matter of the petition of James C. Evans.

Petitioner claims, for 63 head of cattle taken by free-State men, \$2,295. The proof shows the recovery of ten head of these cattle.

Lost 53 head, at \$35	\$1,855
Interest, 2½ years.....	278

Total award.....	<u>2,133</u>
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SAM'L A. KINGMAN.
EDW'D HOOGLAND
HENRY J. ADAMS.

JUL 1, 1859.

No. 430.

To the commissioners of claims under act of February, 7, 1859 :

The undersigned, James Parsons, being duly sworn, saith : That he is a citizen of Kansas Territory, and has been such ever since June, 1854, at which time he took a claim near where Kickapoo now is, and occupied the same till November, 1856, when he removed to the neighborhood of Tecumseh, K. T., where he now resides. Deponent saith that he has sustained loss and damage by reason of the disorder that prevailed in the Territory in 1856 as follows :

In the month of August, 1856, deponent was the owner of a bay mare, eight or nine years old, middling size, and with foal, which animal was usually permitted by deponent to run loose and graze about his dwelling-house or vicinity, on his said claim. Said mare was worth \$100. In August aforesaid a general system of horse stealing and plundering prevailed in the Territory, and especially about Kickapoo. Deponent had been repeatedly solicited to join a military organization in the vicinity, known as the Kickapoo Rangers, but declined so doing, and became obnoxious to those who were members or abettors of such organization. One morning in August aforesaid deponent found that said mare had been badly wounded, her bag presenting a gash about two inches long, which appeared to have been done with a knife or some sharp instrument. From said wound said mare died about two weeks thereafter. Deponent never has received any compensation for said mare, nor does he know who committed said deed.

JAMES PARSONS.

Sworn to before me June 26, 1859.

EDW'D HOOGLAND,
Commissioner.

SHAWNEE COUNTY, ss :

John D. Jones, being duly sworn, saith : I am personally acquainted with James Parsons, the within petitioner, and during the year 1856 resided within half a mile of him, near Kickapoo, Kansas Territory. I knew the mare described in the petition ; she was worth \$100, and in August of that year was supposed from appearances to be with foal. I saw her after she was injured ; there was a large gash in her bag, which looked as though it had been done by a stab with a bowie-knife or some similar sharp instrument. She died from said wound some two or three weeks afterwards. Some of her entrails protruded from the wound the next day after it was discovered. From the condition of affairs in the neighborhood I presumed and supposed the wounding had been done intentionally, by political enemies of Mr. Parsons, namely, Samuel M. Bowman, one of the Kickapoo Rangers.

JOHN D. JONES.

Sworn to before me June 27, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of James Parsons.

Petitioner claims, for a mare killed by Kickapoo Rangers, August, 1856.....	\$100
Proven.	
Add interest, 2½ years, at 6 per cent.....	15
	115
Total award.....	115

EDWARD HOOGLAND.
HENRY J. ADAMS.
SAMUEL A. KINGMAN.

JUNE 27, 1859.

No. 431.

In the matter of the petition of Richard D. McCamish.

Richard D. McCamish, the above-named petitioner after being duly sworn, says: I made a statement of my losses to the honorable H. J. Strickler, commissioner for auditing claims, appointed under an act of the territorial legislature, 1857; which statement of losses (incurred in consequence of the difficulties in Kansas Territory during the year 1856) was correct and true according to the best of the knowledge and belief of this deponent.

And this deponent would therefore respectfully ask that the proof, papers, and testimony of my claim, taken before H. J. Strickler, late commissioner, and upon which he made his award in my favor, may be received by the board of commissioners appointed to provide for the adjustment and payment of claims, in accordance with an act passed by the territorial legislature and approved February 7, 1859, as this deponent's petition and testimony under the present law.

This deponent would ask to lay before your honorable board, in addition to said testimony, the affidavits of William H. McCamish.

This deponent would further state that he has never recovered any of the property lost, as stated in schedule annexed to petition presented to said late commissioner, nor has he received compensation or indemnity in any way, or from any source whatever, for said loss.

This deponent would further state that he is a citizen of Kansas Territory, and has resided in said Territory since the year 1853. I live in Johnson county, at McCamish.

RICHARD D. McCAMISH.

Sworn to and subscribed before me on this 27th day of May, 1859.

[L. s.]

DAVID T. MITCHELL,
Notary Public.

In the matter of the petition of Richard D. McCamish.

William H. McCamish, of lawful age, being duly sworn, depose and says: That he is acquainted with Richard D. McCamish; he is a citizen of Kansas Territory, resides at the town of McCamish; I was well acquainted with Mr. McCamish during the summer of 1856; he resided at what was called "Bull's creek;" he was merchandising and farming; had a good stock of goods and had a good trade; he was keeping hotel, had a large patronage, as his place was well situated in regard to grazing and water advantages, and was a stopping place for the emigrants and traders; had a good farm all under a good fence; there were eighty (80) acres in cultivation.

Mr. McCamish was well fixed, had all the conveniences around him, such as houses, gardens, &c.; his store or merchandise consisted of dry goods and groceries, hardware, queensware, &c., everything that is usually kept in a country store; I stayed in the store during the summer of 1856; was well acquainted with the character, quality, and quantity of his merchandise, and, from my knowledge of his stock, am satisfied and believe that there was at least fourteen hundred dollars worth of goods at the time of the robbery, which occurred, I think, the 4th September, 1856, by an armed body of men, commanded, it is believed, by Colonel James Lane, but this deponent does not know. The goods were taken from the store, destroyed or carried away; the storehouse itself was burnt to the ground; warehouse was also burnt; storehouse and warehouse was well worth the sum of eight hundred dollars; had four rooms, good cellar, well walled, pine floors; the ware-room was a frame building, story and a half high, shingle roof, was 12 by 20 feet; cellar same size; the storeroom was 20 feet square, pretty well finished, well ceiled with pine lumber; Mr. McCamish's hotel, front building, was 18 by 40 feet; the L was 18 by 30 feet; there were also two other buildings attached to the sides, used one as the dining-room, and the other as a bedroom; they were 10 by 20 feet, had pine floors; I helped to build the hotel; it was well worth twenty-five hundred dollars, (\$2,500.)

This hotel building, with all the furniture and everything that was in it, was burnt at the same time, the 4th September, 1856.

There was a good stock of hotel furniture, such as beds, bedding, tables, chairs, household and kitchen furniture, stoves, buckets, dishes, &c. There were nine rooms in the hotel, and all furnished completely. The furniture, bedding, kitchen implements, and provisions destroyed or carried away, were well worth fourteen hundred dollars. McCamish had a good deal of hay; he had it stacked; I assisted in harvesting the hay; I know that there were ninety or a hundred tons of hay destroyed by fire at the same time; this hay was worth to him as landlord, about \$20 or \$22 50 a ton.

I know that Mr. McCamish had oats I helped to harvest; they were ricked; they grew on forty acres of land; it was a splendid crop, would yield twenty-five to thirty bushels to the acre; oats were worth \$1 per bushel and quick sale. They were all burnt and destroyed at the same time; Mr. McCamish had forty acres (40) in corn; it was a good crop,

matured, grew on old ground; would have yielded forty bushels to the acre; was worth one thousand dollars; it was all destroyed or carried away; the rails were burnt around the field, (40 acres;) about 8,000 rails burnt, worth about \$50 per thousand; know that about 100 bushels of potatoes were carried away or destroyed; had chickens, 80 in number, or about that; know that he had one cow stolen; also hogs stolen and butchered; know that he had three (3) horses stolen, at the same time, by these armed men; one was a very fine horse, worth \$165; the other two were worth \$230; at another time, about 16th November, 1856, an armed squad of men robbed Mr. McCamish of his saddle, bridle, blankets, coat, and overcoat; this occurred near Bull creek, at the McLane House; was robbed of the value of \$120 of property; never saw Mr. McCamish have any of the property lost, stolen, and destroyed, and have every reason to believe he has never received any compensation for the same.

WILLIAM H. McCAMISH.

Subscribed and sworn to before me this 27th day of May, 1859.

DAVID T. MITCHELL,
Notary Public.

TERRITORY OF KANSAS, *County of Franklin, ss:*

Petition of Richard McCamish, of the county of Johnson and Territory aforesaid, under the provisions of an act of the territorial legislature entitled "An act to provide for the auditing of claims," approved February 23, 1857.

I, Richard McCamish, of the county of Johnson, Kansas Territory, represent unto the honorable commissioner: That I have sustained numerous losses in consequence of and growing directly out of the difficulties in this Territory, by way of loss of property, since the passage of the act to organize this Territory, to wit: An armed body of men, under command of the notorious James H. Lane, of the northern army, on the 4th day of September, A. D. 1856, entered, with force and arms, and took and carried away or destroyed by fire my houses and furniture, goods and effects, charged in the schedule annexed to this petition and made part thereof. Again, on the 16th of November of said year, an armed squad of four men took and carried away from your petitioner the other things charged in said schedule, under date of the said 16th of November.

All of which houses, furniture, stock, and other effects were of the property of your petitioner. And the valuations set upon all of said articles in the schedule are fair, just, and reasonable, for all of which losses, or any part thereof, your petitioner has never received any compensation or indemnity in any manner whatsoever.

R. D. McCAMISH.

Sworn to and subscribed before me this 21st day of October, A. D. 1857.

H. J. STRICKLER,
Commissioner.

Territory of Kansas to R. D. McCamish, Dr.

1856.				
Sept. 4.	To one hotel building	-	-	\$2,000 00
	To furniture complete throughout the house	-	-	1,000 00
	To one store building and warehouse	-	-	750 00
	To stock of goods in the store	-	-	1,400 00
	To 100 tons of hay, at \$20	-	-	2,000 00
	To 750 bushels oats, at \$1	-	-	750 00
	To 1,000 bushels corn, at \$1	-	-	1,000 00
	To 75 bushels potatoes, at \$1 50	-	-	112 50
	To 8,000 fence rails, at \$4 50	-	-	360 00
	To 100 chickens	-	-	35 00
	To 3 horses, one at \$150, one at \$125, one at \$100	-	-	375 00
	To 1 cow, at \$35; 10 hogs, at \$10, \$100	-	-	135 00
Nov. 16.	To 4 pair blankets	-	-	40 00
	To 1 coat, at \$25; 1 overcoat, \$25	-	-	50 00
	To 1 saddle and bridle	-	-	25 00
				<hr/>
				10,132 50
				<hr/> <hr/>

R. D. McCAMISH.

Subscribed and sworn to before me this 21st October, 1857.

H. J. STRICKLER,
*Commissioner.*ST. BERNARD, FRANKLIN COUNTY,
*Kansas, October 21, 1857.**Petition of R. D. McCamish, sworn to and subscribed before the commissioner, submitted and read.*

William P. Dunn, being duly sworn, says: I have read the petition of Mr. McCamish. I know all the facts recited in the petition relating to the robbing and burning of the houses and property of said McCamish to be true. I know that a body of armed men, which I understood to be commanded by James H. Lane, approached the said houses of Mr. McCamish, and burned his hotel, worth \$2,000. Said hotel was completely furnished; furniture worth, I suppose, \$1,000. Know his trading house, or store and warehouse, was also burned at the time; storehouse and warehouse worth \$750. Know he had a quantity of hay burned; was not less than twenty tons, might have been forty; I never examined it, and can't form a correct idea of the quantity; hay worth, now, \$10 per ton. Know he had oats destroyed at that time; don't know how many; don't know what they were worth; I paid fully \$1 per bushel at that time. Know he had corn destroyed at the time; don't know how much; it was worth \$1 per bushel. Know he had a large quantity of rails destroyed also; were worth \$4 50 per hundred in the fence, as they were. Know he had

chickens destroyed; don't know their value. Mr. McCamish is a citizen of this Territory.

WILLIAM P. DUNN.

Subscribed and sworn to before me this 21st October, 1857.

H. J. STRICKLER,
Commissioner.

Joseph Bernard, being duly sworn, says: I have read the petition of Mr. McCamish; he is a citizen of this Territory. I know that an armed body of men, under General James H. Lane, as I believe, burned and destroyed the hotel alleged to have been burned, belonging to Mr. McCamish; also, at the same time, his furniture, store and warehouses; his hotel was worth \$2,000; the furniture destroyed, I think, about \$1,000. He had on hand innumerable articles of merchandise, dry goods, hardware, &c.; the stock of goods were worth between \$1,000 and \$1,400. He had a large quantity of hay, an unusually large quantity for one man to put up, all of which was burned. From his location, on the Santa Fé road, hay was worth all of \$20 per ton. He had a large field of oats stacked up; had'nt used any of any consequence; oats were worth \$1 per bushel at that time; they were all destroyed by fire. He had corn; the fence about it was burned and destroyed in such a manner as to cause the destruction of such of the corn as had not been already burned. Know he had potatoes—think as many as seventy-five bushels—destroyed; worth \$1 50 per bushel. I believe there was six thousand rails destroyed; rails in the fence, as they were, were worth \$4 50 per hundred at least. Had a large lot of chickens, which were there on the morning of the 4th September, all of which I suppose to have been taken or destroyed with the other articles. I know Mr. McCamish had three horses running on the prairie; that morning he desired me to help him get them up; they were missing; believe them to have been stolen by said men.

JOSEPH BERNARD.

Sworn and subscribed to before me this 21st October, 1857.

H. J. STRICKLER,
Commissioner.

In the matter of the petition of Richard D. McCamish.

Petitioner claims for hotel burned	-	-	-	\$2,000 00
Furniture and contents	-	-	-	1,000 00
Store building and warehouse	-	-	-	750 00
Stock of goods in warehouse	-	-	-	1,400 00
Oats, \$750; corn, \$1,000.; hay, \$2,000	-	-	-	3,750 00

Potatoes, \$112 50; fence rails, \$360	-	-	-	472 50
Chickens, \$35; 3 horses, \$375	-	-	-	410 00
Cow, \$35; 10 hogs, at \$10	-	-	-	135 00
4 pair of blankets, at \$10, \$40; coat, \$25; overcoat, \$25				90 00
Saddle	-	-	-	25 00
				10,032 50
				10,032 50

Upon the whole testimony we award the sum of \$8,057. The testimony taken before Commissioner Strickler does not show a loss of that amount, and the only witness additional not having been presented before the board for examination, it is thought the above will cover the interest and all.

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JULY 4, 1859.

No. 432.

In the matter of the petition of H. S. Randol.

SHAWNEE COUNTY, ss:

H. S. Randol, the above-named petitioner, being duly sworn, deposes and says: That he made a statement of his actual losses during the difficulties of 1855-'56 to the Hon. H. J. Strickler, commissioner to audit claims, appointed under the act of the territorial legislature of 1857, which statement was correct, according to the best of the knowledge and belief of this deponent. This deponent has never recovered any of the property alleged to have been lost, in said statement to said late commissioner, nor has this deponent received compensation from any source for said loss, and therefore respectfully asks that the proofs, papers, and testimony taken before Hon. H. J. Strickler, late commissioner, and upon which he made his award in my favor, may be received by the honorable board of commissioners appointed under an act to provide for the adjustment and payment of claims, approved February 7, 1859, as his petition and testimony under the present law. This deponent would further state that he is a citizen of Kansas Territory, and lives at the Sac and Fox agency.

H. S. RANDOL.

Sworn to and subscribed to before me this 15th day of May, A. D.
1859.

[L. S.]

H. J. STICKLER,
Notary Public.

TERRITORY OF KANSAS, *County of Douglas, ss :*

Petition of H. S. Randol, of Franklin county, Territory of Kansas, under an act entitled an act to provide for the auditing of claims, approved February 23, 1857, and passed by the territorial legislature.

I, H. S. Randol, of the county and Territory aforesaid, respectfully represent unto the honorable commissioner: That on or about the last of June, as your petitioner is informed, a band of unknown persons came to the premises of Calvin Randol, and took and carried away three horses, the property of your petitioner, value of which see schedule; and on the 20th day of August, 1856, at which time the Territory was in a state of insurrection and rebellion, marauding parties traversing the Territory, committing depredations and outrages upon peaceable, unoffending citizens, stealing and plundering them of their property, and driving them out of the country; upon the day above mentioned a body of armed men, equipped with all the implements of war, came to the premises of Calvin Randol, as your petitioner is informed and verily believes, with threats of violence and force of arms, took from said Calvin Randol (7) seven head of horses and four mules, the property of your petitioner; this occurred in Franklin county, on Middle creek; armed body of men belonged to the command of General J. H. Lane; at another time, about the 19th of September, 1856, a body of armed men, equipped with all the implements of war, came to the premises of your petitioner at night, and, by force of arms, robbed your petitioner of one horse; said party was a part of Lane's men, engaged in the rebellion and insurrectionary movements going on in the Territory; they also took two bridles and line; the said horses were the property of your petitioner, and worth, upon a fair and reasonable price, — hundred dollars, (see schedule appended, and made a part of this petition, for said loss;) your petitioner has never in any manner received compensation or indemnity.

H. S. RANDOL.

Sworn and subscribed to before me this 11th day of December, 1857.

H. J. STRICKLER,
Commissioner.

SCHEDULE.

Territory of Kansas to H. S. Randol, Dr.

To one bay horse, robbed, 20th of August	-	-	-	\$150	00
To one sorrel horse	-	-	-	75	00
To one brown mare	-	-	-	75	00
To one brown pony mare	-	-	-	50	00
To four mules	-	-	-	400	00
To one bay horse pony	-	-	-	100	00
To two yearling colts	-	-	-	100	00

KANSAS CLAIMS.

1585

To one bay mare pony	-	-	-	-	-	-	-	\$60 00
To one bay horse pony	-	-	-	-	-	-	-	90 00
To one black horse pony	-	-	-	-	-	-	-	45 00
To one bay mare	-	-	-	-	-	-	-	150 00
To two harness bridles	-	-	-	-	-	-	-	6 00
To one line	-	-	-	-	-	-	-	1 50
								1,302 50

H. S. RANDOL.

Calvin Randol, of lawful age, being duly sworn, deposes and says : That he has carefully read the petition of H. S. Randol, and knows that the said petitioner is and has been a citizen of the Territory three or more years past ; the said petitioner had placed a number of horses and mules under my charge, on or about the last of June, 1856, whilst the disturbances were going on in the Territory, armed bodies of men traversing the Territory, committing depredations, stealing horses, &c., unknown persons took and carried away three horses from the premises of your deponent, the property of H. S. Randol ; the said horses were afterwards seen, as your deponent is informed and verily believes, in the hands of the outlaws commanded by Jim Lane ; at another time, the 20th of August, 1856, a body of armed men came to the premises of your deponent, with threats of violence and force of arms, took possession of the premises, took your deponent prisoner, restraining him of his liberty, and took and carried away from the premises of your deponent, four mules and seven head of horses, the property of H. S. Randol, and worth what they are estimated in the schedule ; the said horses were taken by a part of Lane's men, under command of one Moore, as your deponent was informed ; the harness was taken at the same time ; the aggregate loss of Mr. Randol would amount to \$1,302 50 ; the said horses have never been recovered.

CALVIN RANDOL.

William Wright, being duly sworn, and of lawful age, deposes and says : That he was at the premises of Mr. Calvin Randol, on the 20th day of August, 1856 ; that a body of armed men, commanded by one Moore, and a detachment of Lane's force, as your deponent was informed and believes, took possession of the premises, making prisoners, restraining your deponent, with others, of his liberty, and by force of arms took and carried away four head of mules and seven head of horses, the property of H. S. Randol ; at another time your deponent was at the premises of H. S. Randol, when an armed body of men, a part of Lane's men, came to the petitioners premises, and by force of arms took and carried away one horse, the property of Mr. H. S. Randol, worth one hundred dollars ;

your deponent has carefully examined the schedule appended to the petition of H. S. Randol, and believes each horse was well worth the price charged, save the three stolen in June, which your deponent knows nothing about; your deponent lives with Mr. Randol, and has never seen anything of said horses since, neither does your deponent believe he has ever received any compensation or indemnity.

WILLIAM WRIGHT.

Sworn and subscribed before me this 11th day of December, 1857.

H. J. STRICKLER,
Commissioner.

In the matter of the petition of H. S. Randol.

Petitioner claims for fifteen head of horses and mules, and some other property, taken by the free-State men in June, July, and August, 1856 - - - - - \$1,302 50

The proof is not as strong as it should have been made, owing to the absence of witnesses. The loss of property is established, but the values were fully sustained. The award of Commissioner Strickler is confirmed as presented.

EDWARD HOOGLAND.
HENRY J. ADAMS.
SAMUEL A. KINGMAN.

JUNE 20, 1859.

No. 433.

In the matter of the petition of Toussaint La Hay.

TERRITORY OF KANSAS, *County of Douglas, ss:*

Toussaint La Hay, the above-named petitioner, being duly sworn, deposes and says: That he presented to H. J. Strickler, late commissioner to audit claims, appointed under act of 1857, a statement of his actual losses incurred during the difficulties of 1855 and 1856, which statement was correct, according to the best of the knowledge and belief of this deponent. This deponent would further represent that some of the witnesses whose testimony is material and important to this deponent in proof of his claim of losses are now out of the Territory, and that it is impossible for this deponent to secure the attendance of said witnesses before the board of commissioners appointed under an act entitled "An act to provide for the payment and adjustment of claims," approved February 7, 1859. Your deponent would respectfully ask that the proofs, papers, and testimony so presented to the late commissioner, and upon which he made his award in my

favor, may be received by the board of commissioners as his petition and testimony under the present law. This deponent would further represent that he has never recovered any of the property lost as alleged and set forth in the statement so presented to said Strickler, nor received compensation from any source for said losses. This deponent has been residing in Kansas since the year 1854, and lives about six miles from Lawrence, upon the Wakarusa river.

TOUSSAINT LA HAY.

Sworn to and subscribed before me this 29th day of April, A. D. 1859.

JOHN SHANNON.

TERRITORY OF KANSAS, *County of Douglas, ss:*

Petition of Toussaint La Hay, of the Territory and county aforesaid, under the act of the territorial legislature, entitled "An act to provide for the auditing of claims," approved February 23, 1857.

I, Toussaint La Hay, of the Territory and county aforesaid, represent unto the honorable commissioner: That on or about the 15th day of August, A. D. 1856, a body of armed men then and there forcibly took and carried away one horse and two rifles. At another time another armed body of men came and drove away your petitioner's family; took possession of the premises, and took, carried away, or destroyed the property of your petitioner, to wit: Blacksmith's tools, carpenter's tools, harness and saddles, household and kitchen furniture, three head of cattle, and burned the house of your petitioner. All of the above mentioned articles were the property of your said petitioner.

TOUSSAINT LA HAY.

Sworn to and subscribed this 17th of September, 1857.

H. J. STRICKLER,
Commissioner.

List of property annexed to the petition of Toussaint La Hay.

To 1 pair matched horses - - - - -	\$300 00
To 1 set of blacksmith's tools and one set of carpenter's tools - - - - -	100 00
To 1 set of harness and three saddles - - - - -	60 00
To 2 rifles and three head of cattle - - - - -	100 00
To household furniture, one frame house, and one log house,	800 00
	<hr/>
	1,360 00
	<hr/> <hr/>

Mr. George Ward, who, under oath, states: That he is acquainted with Mr. La Hay; knows him to be a citizen of the Territory. I am familiar with his effects, and know that his houses were destroyed by fire, and that his horses were stolen; do not know who committed the depredations; believe that the property annexed to the petition was worth what he has estimated, and that the aggregate loss of Mr. La Hay, upon a fair and reasonable valuation, would be at least thirteen hundred and sixty dollars.

Sworn to before me this 17th September, 1857.

H. J. STRICKLER,
Commissioner.

Mr. J. M. Tuton called, and, under oath, says: That he knows Mr. La Hay; believes the estimate placed upon the property destroyed to be fair and just; knows that Mr. La Hay's houses were burned; that the houses were good, comfortable houses; knows that Mr. La Hay's cattle were taken away, and some were driven to Lawrence; heard on one occasion a gentleman by the name of Swain acknowledge that he had killed some of Mr. La Hay's cattle.

Sworn to before me this 17th September, 1857.

H. J. STRICKLER,
Commissioner.

I hereby certify that the foregoing affidavits of George Ward and J. M. Tuton are true and correct copies of the originals taken before and by me as commissioner for auditing claims, and the reason they are not subscribed to is from inadvertency of said commissioner; upon which testimony I awarded to Toussaint La Hay one thousand three hundred and sixty dollars damages.

H. J. STRICKLER,
Former Commissioner for Auditing Claims.

LECOMPTON, May 21, 1859.

In the matter of the petition of Toussaint La Hay.

TERRITORY OF KANSAS, *County of Douglas, ss:*

Francis E. La Hay, being duly sworn, deposes and says: I am acquainted with Toussaint La Hay, and live in sight of his house, and lived in sight of his house during the "troubles of 1856;" know that he incurred losses during the difficulties. This deponent saw a body of armed men come to the premises of Toussaint La Hay and forcibly take and carry away one horse and two rifles; this was about the middle of August, 1856; prior to this time Toussaint La Hay had a pair of matched horses stolen; he recovered one of said horses, which was again stolen at the time of the taking of the rifles, as above

described. About the 1st of September, 1856, a body of armed men, supposed to be from Lawrence, came to the premises of Toussaint La Hay, and ordered his family to leave the premises and the Territory, and gave them "passes" to pass out of the Territory uninterrupted. I was present at the time, and a pass was given me. The only reason assigned was that the two elements in the country could not exist together. About the 8th of September, 1856, a body of armed men came and took possession of the premises. I saw these men; they shot at me. They then and there destroyed and carried away nearly everything Mr. La Hay had; they burned his houses, carried away or burned his kitchen and household furniture, his blacksmith's tools, carpenter's tools, and his harness, saddles, &c. I have reason to suppose that he has never recovered any of the property alleged in the statement presented Hon. H. J. Strickler, late commissioner, as lost, nor do I know of his having received any compensation for the same. The cattle were driven away when the house was burned. I heard them driving the cattle off. The pair of horses was worth about \$500; the set of blacksmith's and carpenter's tools were worth \$100; the set of harness and three saddles were worth \$60 or \$65; two rifles were worth \$36; three head of cattle were worth fully \$70. The frame house was plastered; had porches, brick chimney, and was worth \$800 alone. The log house and household furniture were worth several hundred dollars. Mr. La Hay is a citizen of Kansas, and now resides on Wakarusa, about six miles from Lawrence.

FRANCIS E. LA HAY.

Sworn to and subscribed before me this 29th day of April, A. D. 1859.

JOHN SHANNON,
Notary Public.

In the matter of the petition of Toussaint La Hay.

Petitioner claims for two horses	-	-	-	-	\$300
Blacksmith's tools	-	-	-	-	100
3 saddles	-	-	-	-	60
2 rifles and 3 head of cattle	-	-	-	-	100
2 buildings burned	-	-	-	-	800
					1,360
The proof sustains the claim; add interest, 2½ years, at 6 per cent.	-	-	-	-	204
Total award	-	-	-	-	1,564

EDWARD HOOGLAND.
HENRY J. ADAMS.
SAMUEL A. KINGMAN.

JUNE 14, 1859.

No. 434.

In the matter of the petition of James Campbell.

John B. Campbell, of lawful age, after being duly sworn, deposes and says: That he is acquainted with the above-named petitioner; was residing with said petitioner during the spring and summer of 1856; was well acquainted with petitioner's personal effects; know that he was well provided with all the usual household and kitchen furniture, which consisted of feather beds and bedding, bedsteads, trunk, bed clothing, cupboard ware, tables, stoves, spinning wheel, buckets, chairs, &c.; also farming utensils, such as axes, harness, (buggy,) scythe and cradle, log chains, augers, spade, one chest of carpenter's tools; the petitioner had also a family library; also had stacked wheat, and thirty-five acres of growing corn.

About the 15th day of August a body of armed men came to the premises of Mr. Campbell in a hostile and threatening manner; I saw this armed body go to the premises of James Campbell; they surrounded his house; they robbed his house of all the fire-arms, and, I am informed and believe, they threatened the lives and property of said Campbell and family; and from said threats and robbery Mr. Campbell, with his family, abandoned the premises, leaving his household and kitchen furniture in a defenceless condition. The said premises were robbed, a short time after Mr. Campbell left his premises, of all the household and kitchen furniture and farming implements. I have examined the schedule of Mr. Campbell, originally presented to H. J. Strickler, commissioner, and believe all the articles enumerated were lost and destroyed, and well worth the sum annexed. I think that the wheat stacked was worth about \$200; it grew upon 20 acres; it was cut and stacked.

There were 35 acres of corn growing, under fence, all of which was destroyed, corn was worth about \$15 an acre; I am satisfied and believe that, in the aggregate, Mr. Campbell's losses amounted to about \$1,300. Mr. Campbell lives on Washington creek, Douglas county, Kansas Territory.

JOHN B. CAMPBELL.

Subscribed and sworn to before me this 16th May, A. D. 1859.
[L. S.]

H. J. STRICKLER,
Notary Public.

In the matter of the petition of James Campbell.

SHANEE COUNTY, ss:

James Campbell, the above-named petitioner, being duly sworn, deposes and says: That he made a statement of his actual losses during the difficulties of 1855-'56 to Hon. H. J. Strickler, commissioner appointed under an act of the legislature of 1857, which state-

ment was correct according to the best of the knowledge and belief of this deponent.

This deponent has never recovered any of the property alleged to have been lost in said statement to said commissioner, except one rifle-gun, worth \$25 ; nor has this deponent received compensation from any source for said loss, and therefore respectfully asks that the proof, papers, and testimony taken before Hon. H. J. Strickler, late commissioner, and upon which he made his award in my favor, may be received by the honorable board of commissioners appointed to provide for the adjustment and payment of claims, as his petition and testimony under the present law. This deponent would further state that he is a citizen of Douglas county, and now lives about ten miles from Lawrence.

JAMES CAMPBELL.

Sworn to and subscribed before me this 4th day of May, 1859.
 [L. S.] H. J. STRICKLER, *Notary Public.*

TERRITORY OF KANSAS, *County of Douglas, ss :*

Petition of James Campbell, of the county and Territory aforesaid, under the act to provide for the auditing of claims, approved February 23, 1857.

I, James Campbell, of the Territory and county aforesaid, represent unto the honorable commissioner: That on or about the 15th of August, A. D. 1856, a body of armed men commanded by one Captain Walker, who was then in direct resistance to the laws of the Territory and the constituted authorities, came to the house of your petitioner, about two hundred in number, forcibly siezed and carried away the property of your petitioner, to wit: one rifle-gun and one shot-gun, worth \$25 and \$15, respectively. At another time, the 15th of September, A. D. 1856, another body of armed men came to your petitioner's premises and took and carried away the property of your petitioner, all his household and kitchen furniture, clothing, bedding, &c., leaving nothing behind; they came with teams and hauled away whatever they could sieze upon; were engaged two days. Threw down the fence and turned in the stock upon the corn—destroyed whole crop. Your petitioner further states that the actual loss of your said petitioner, placing a fair and reasonable price upon the articles lost, as shown by the schedule, would amount in the aggregate to the sum of \$1,346 25, for which loss your petitioner has never in any manner received indemnity or compensation.

JAMES CAMPBELL.

Sworn to and subscribed this 22d day of September, A. D. 1857.
 H. J. STRICKLER,
Commissioner for Auditing Claims, K. T.

Territory of Kansas to James Campbell, Dr.

Aug. 15.	To 1 rifle-gun	-	-	-	-	\$25	00
	To 1 shot-gun	-	-	-	-	15	00
	To 3 feather beds and bedding, at \$45	-	-	-	-	135	00
	To 4 bedsteads, at \$8	-	-	-	-	32	00
	To 1 trunk and contents	-	-	-	-	35	00

Aug. 15.	To bed clothing	-	-	-	\$125 00	
	To cupboard ware	-	-	-	20 00	
	To 1 large falling leaf table	-	-	-	10 00	
	To 1 cooking stove	-	-	-	25 00	
	To 1 brass kettle	-	-	-	3 50	
						<hr/>
						\$376 50
	To 1 oven and lid, 1 skillet, 3 shovels, and 2 pairs of tongs and hooks	-	-	-	10 00	
	To 3 felling axes and 3 wedges	-	-	-	10 50	
	To 2 hoes	-	-	-	2 50	
	To 2 sets of harness, at \$3	-	-	-	6 00	
	To 1 set of buggy harness	-	-	-	20 00	
	To 1 scythe and cradle	-	-	-	5 00	
	To 1 cutting knife and 3 blades	-	-	-	5 00	
	To 1 large log chain	-	-	-	3 00	
	To 1 large post auger	-	-	-	3 00	
	To 5 augers and 1 foot adz	-	-	-	7 50	
	To spinning wheel	-	-	-	3 00	
	To 1 mowing scythe	-	-	-	2 00	
						<hr/>
						77 50
	To 1 spade	-	-	-	1 50	
	To 1 bar of steel	-	-	-	3 00	
	To 1 box of irons	-	-	-	10 00	
	To 2 pot trammels, at \$2	-	-	-	4 00	
						<hr/>
						18 50
	To 9 cedar pails, 2 tin buckets, and 2 tin pans	-	-	-	7 50	
	To 1 barrel of flour	-	-	-	12 00	
	To 6 bushels of corn and 4 sacks	-	-	-	10 00	
	To 70 pounds of bacon, at 12½ cents	-	-	-	8 75	
	To 9 chairs	-	-	-	12 00	
	To chest and carpenter's tools	-	-	-	65 00	
	To Library	-	-	-	30 00	
	To crop of wheat, 160 bushels	-	-	-	200 00	
	To 35 acres of corn	-	-	-	350 00	
	To 2 saddles	-	-	-	17 00	
						<hr/>
						715 25
	To 1 door and facing	-	-	-	4 00	
	To 1 hatchel	-	-	-	3 00	
	To 3 sets tea boards	-	-	-	5 00	
	To 25 spools	-	-	-	2 50	
	To negro bedding and wearing apparel	-	-	-	100 00	
	To 2 sets fire-irons, at \$2	-	-	-	4 00	
						<hr/>
						118 50
						<hr/>
						1,346 25
						<hr/> <hr/>

JAMES CAMPBELL.

Subscribed and sworn to before me this 22d day of September, 1857.

H. J. STRICKLER,
Commissioner for Auditing Claims.

In the matter of the petition of James Campbell.

Joseph P. Robinson, who, being duly sworn, says: That he is acquainted with Mr. Campbell; that he resided in Douglas county during the year A. D. 1856; was at his house August 15, 1856; saw a large body of armed men surround his house, and believe that they did forcibly take and carry away the property set forth in the petition of Mr. Campbell; believe the facts set forth in the petition to be true; and that the estimated value of his property destroyed and carried away, to have been worth, upon a fair and reasonable calculation, in the aggregate, the sum of thirteen hundred and forty-six dollars and twenty-five cents.

JOSEPH P. ROBINSON.

Subscribed and sworn to before me this 22d September, 1857.

H. J. STRICKLER,
Commissioner.

Servilla Crumley, who being duly sworn, says: That she is acquainted with Mr. Campbell; that he resides in her neighborhood; that about the 15th September, A. D. 1856, she saw a body of armed men pass by her house in the direction of Mr. Campbell's; that they had an empty wagon, and returned after a short time with their wagon loaded with what seemed to be bed clothing, &c.; believed that they had robbed Mr. Campbell's house; there was no other house robbed in the immediate vicinity; the time, going and returning of the wagons, would correspond to the distance to Mr. Campbell's, and the time occupied in loading the wagons with the stolen goods. Heard next day that Mr. Campbell's house was robbed in consequence of the disturbed condition of the country.

SERVILLA CRUMLEY.

Subscribed and sworn to before me this 22d of September, 1857.

H. J. STRICKLER,
Commissioner for Auditing Claims.

Robert Corlew, who, being duly sworn, says: That he is acquainted with Mr. Campbell; knows that he is a citizen of the Territory; that he resides in his neighborhood; that he saw, on or about the 15th of September, 1856, a body of armed men, with empty wagons, come to the premises of Mr. Campbell, and, as soon as they discovered the deponent, four of the party approached deponent and he withdrew, but afterwards said deponent saw the party go off with wagons loaded with bedsteads and bedding, &c.; believe this robbery to have been committed by marauders engaged in the rebellion; knew that Mr. Campbell was well fixed in his house; knew that he had good furni-

ture; know that he had a stack of wheat; know that his furniture, wheat, and all his personal effects were gone the day after I saw the marauders there; know that Mr. Campbell had a large field of corn; know that it was destroyed or carried away. Have examined the schedule appended to Mr. Campbell's petition and know that Mr. Campbell was the possessor of nearly all the articles enumerated.

ROB'T CORLEW.

Subscribed and sworn to before me September 29, 1857.

H. J. STRICKLER.

Commissioner.

I hereby certify that the foregoing affidavits of Joseph P. Robinson, Servilla Crumley, and Robert Corlew are true and correct copies of the originals taken before me whilst acting as commissioner to audit claims, and upon which I awarded to James Campbell the sum of one thousand three hundred and sixty-two dollars and twenty-five cents, (\$1,362 25.)

H. J. STRICKLER,

Former Commissioner for Auditing Claims.

LECOMPTON, May 24, 1859.

In the matter of the petition of James Campbell.

Petitioner claims for crops destroyed by Capt. Sam. Walker						
and others	-	-	-	-	-	\$550 00
Household and other property	-	-	-	-	-	796 25
						<hr/>
						1,346 25
He admits the recovery of one rifle	-	-	-	-	-	25 00
						<hr/>
Amount claimed	-	-	-	-	-	1,321 25
						<hr/> <hr/>

The charge for corn destroyed is \$10 per acre. The items seem reasonable. The proof sustains the claim generally. The claim is allowed as presented.

EDW'D HOOGLAND.
 SAM'L A. KINGMAN.
 HENRY J. ADAMS.

MAY 31, 1859.

No. 435.

To the commissioners of claims under the act of February 7, 1859:

The undersigned, Benjamin F. Hopper, being duly sworn, saith, and to the commissioners represents as follows: I have sustained loss and damage by the taking and destruction of property during the dis-

order that prevailed in Kansas Territory during the year 1856. On or about the 1st of September, 1856, I was residing, with my mother and brother, on the farm of John L. Hopper, situated within a mile and a half of Lawrence, and was obliged to leave said premises and abandon property, at the same time, and in the same manner as set forth in the testimony now on file in the cases of said John L. Hopper, Ann Hopper, Stephen J. Livingston, and Martin Young, which I pray may be received as evidence of general facts and circumstances relating to my claim. During my absence, as aforesaid, there was taken from said premises the following property belonging to me, supposed to have been taken or destroyed by armed men under the command of General Lane and his subordinates, viz :

1 2-horse wagon, worth \$100 ; 1 set 2-horse harness, worth \$25	\$125
2 head of beef cattle, actually worth, then and there, \$40 each -	80
About 10 acres of corn, being the other half of the piece claimed and allowed for in John L. Hopper's case - - - -	300
1 2-year-old steer, worth - - - - -	20
1 saddle, bridle, blanket, and martingales, worth - - - -	25
1 prairie-breaking plough, worth - - - - -	30
My own separate garden, containing vegetables, &c., worth -	25
20 bushels of old corn, in sacks - - - - -	20
	<hr/>
Total - - - - -	625
	<hr/> <hr/>

Each and all of the articles and property mentioned were taken and destroyed, as aforesaid, and wholly lost to me by reason of the war and disorder aforesaid. I have never received any compensation for any of said property, nor recovered any part thereof. I am a citizen of Kansas Territory, now reside within a mile and a half of Lawrence, and have been a citizen of the Territory ever since the fall of 1854.

B. F. HOPPER.

Sworn to before me June 13, 1859.

EDWARD HOOGLAND,
Commissioner.

SHAWNEE COUNTY, ss :

Martin Young, being duly sworn, saith : I know that when the Hopper family were driven away from their home, near Lawrence, in the month of August or September, 1856, as set forth in the cases of Ann Hopper, Stephen J. Livingston, and others, Benjamin F. Hopper, the above-named petitioner, was also driven away ; that he had the property mentioned above, and every item thereof, and was obliged to leave the same ; and that the whole of said property was taken or destroyed during the absence of the family, as set forth in said testimony. The property of said Hopper was worth the prices above affixed to each item. I know that Hopper lost all said property.

MARTIN YOUNG.

Sworn to before me June 13, 1859.

EDWARD HOOGLAND,
Commissioner.

SHAWNEE COUNTY, ss:

David R. Hopper, being duly sworn, saith: I resided with John L. Hopper, on his farm, near Lawrence, in August and September, 1856; know that the whole family were driven away from home by Lane's men about that time, and all the property and crops of the several members of the family, which were left on the premises, were taken and destroyed as mentioned above. I know that Benjamin F. Hopper had and owned at that time the property mentioned in his petition; the value of said property is fairly set forth, item by item. During his absence the whole of his said property was taken or destroyed.

DAVID R. HOPPER.

Sworn to before me June 13, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Benjamin F. Hopper.

Petitioner claims for crops destroyed	-	-	-	-	-	\$300
3 head of cattle	-	-	-	-	-	100
Wagon and other property	-	-	-	-	-	225
						<u>625</u>

The proof is substantially the same in two or three other cases--all sustained. Judging from all the facts and circumstances, it is believed the amount claimed is sufficient to cover interest, &c.

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JUNE 19, 1859.

No. 436.

In the matter of the petition of John N. O. P. Wood.

DOUGLAS COUNTY, ss:

John N. O. P. Wood, the above-named petitioner, being duly sworn, saith: I have sustained loss and damage by the taking and destruction of property during the disorder which prevailed in this Territory from November 1, 1855, till December 1, 1856; a just and true account is set forth in the petition and testimony now on file in this case; for which loss and damage I claim compensation, under the provisions of an act passed February 7, 1859, entitled "An act to provide for the adjustment and payment of claims."

Deponent further saith that during the fall of 1856, a large number of prisoners, commonly known and called free-State men, were arrested and held in custody of the existing civil and military

authorities at Lecompton, in said Territory, during several months, a list of the names of which, together with the periods during which they were confined, as near as deponent ascertained or recollects, is as follows: all of said prisoners, viz: 109, were captured by the United States troops, by direction of Deputy United States Marshal Cramer, pursuant to the order and authority of Governor Geary, immediately after the battle of Hickory Point. Some of said prisoners were indicted for murder, others for various offences, all growing, as deponent believes, directly or indirectly out of the civil war that had then been prevailing in Kansas; said prisoners were virtually and in fact prisoners of war. The civil authority was subverted; the civil authorities were destitute of means wherewith to supply the wants and necessities of prisoners; there were no funds in the territorial treasury to pay expenses of keeping these prisoners; the United States troops, who served as a *posse comitatus* to aid in arresting said prisoners, refused to provide for them from the United States quartermaster's or any other department; the United States marshal declared that he was only acting in aid of the civil authorities of the Territory. On the organization of Captain Donaldson's and Captain Wallis's companies of militia, mustered into the service of the United States in September or October, 1856, said prisoners were turned over to said companies to be guarded and protected. Said two military companies were supplied with their rations by the officer in command of United States troops then stationed at Lecompton, but no supplies were furnished for the prisoners. Deponent further saith that at the time said United States troops refused to provide for said prisoners, he, deponent, had, in the city of Lecompton, a large stock of provisions, groceries, and miscellaneous goods and items, such as charged in the schedule attached to deponent's petition, of the aggregate amount of about \$10,000. Deponent then resided in Lecompton, and was engaged in dry goods and grocery business; all said goods and property were the sole and absolute property of deponent. About this time deponent was applied to by the United States marshal to furnish all necessary rations for said prisoners, as it was not possible that they should be left to starve; no other person or persons in Lecompton or vicinity were prepared to furnish at that time adequate supplies for said prisoners; about the same time Governor Geary, ex-officio commander-in-chief of the territorial militia, also requested deponent to furnish said supplies and rations; to do the best that could be done for the comfort and convenience of the prisoners, and to deal out all such rations and supplies as might be necessary from time to time for said prisoners; deponent then and there, considering the unsettled and uncertain condition of affairs in the Territory, the danger of a renewal of the warfare, that said prisoners, as free-State men, were actually prisoners of war in custody of their opponents; that the proslavery forces were destitute of provisions and other means for furnishing the necessaries of life to said prisoners; that the prisoners were so situated that natural laws were more potent than mere civil laws or rights of property; that humanity imperatively demanded that said prisoners be kept from starvation; that public policy and the peace of the Territory were the alleged motives for the arrest and detention of said prisoners; that the governor had determined to allay

excitement and hostilities by substituting the forms of civil government for the anarchy that had so long prevailed, and that he had at his command a sufficient force to execute his orders; that the proslavery forces would not be likely to permit their prisoners to want for rations, even if they had to take the same by force, for, as prisoners of war, their sense of honor would impel them to forage for the support of their prisoners if necessary, while their own rations were furnished by the United States assistant quartermaster; such foraging it was evident would lead to opposition on the part of those upon whom the foraging demands would necessarily be made; opposition lead to resistance, resistance to collision, warfare, and a renewal of anarchy. All these considerations were pressed upon the attention and consideration of deponent by United States Marshal Donaldson and Governor Geary, who insisted upon this deponent to furnish these supplies; in addition, the marshal and Governor Geary proclaimed that the United States government or the territorial government would be bound to indemnify deponent for any supplies so furnished; that said supplies must be had at all hazards; consequently said deponent consented to furnish and did furnish the supplies and rations charged in said account or schedule, and every item thereof, to and for the use, comfort, and necessary maintenance of said free-State prisoners, and that said supplies were furnished under circumstances of absolute necessity, to which resistance would have been unavailing, and could only have resulted in further and heavier sacrifices on the part of deponent. Against such contribution deponent protested to said Governor and marshal, but finally consented to proceed therewith for a time. After a few days deponent refused to furnish some supplies from his store that had been sent for with a file of armed men belonging to said territorial militia to enforce the demand; in defending his property deponent had a fight with said armed men in his store; after which the governor came and urgently requested said deponent to furnish said prisoners and guards; this deponent saw the necessity under which he was placed; in said fight blows were struck with hatchets and other weapons, and wounds inflicted; after that he continued to furnish supplies upon demand to the amount and of the kind and description in the aggregate as set forth in said schedule. This deponent further states that he was a citizen of Kansas during the years 1855 and 1856, and has been residing in the Territory ever since; he now lives in Lecompton. Deponent prays that all his proofs and papers, heretofore submitted to Commissioner Strickler, (a certified copy of which will be found hereto annexed,) may be taken and received as his petition, schedule, and partial proof in this case; that some of the witnesses, whose testimony was filed with General Strickler, are now absent from the Territory, and their personal presence cannot be obtained, viz: Mr. Johnson started some time ago for Pennsylvania, and James M. Tuton supposed to be in Linn county, Missouri, as deponent is informed and believes.

J. N. O. P. WOOD.

Subscribed and affirmed before me this 20th day of June, 1859.

EDWARD HOOGLAND,

Commissioner.

In the matter of the petition of John N. O. P. Wood.

COUNTY OF DOUGLAS, ss :

William P. Caldwell, of lawful age, being duly sworn, deposes and says: That he resided in Leocompton during the fall of 1856; I was one of the militia men mustered into the United States service, and it was made our duty to guard the free-State prisoners. These prisoners were kept in Doctor Wood's house, now known as the National Hotel, in Leocompton; he supplied these prisoners with provisions, with stoves, fuel, beds and bedding, and clothing; these prisoners were kept in the house and supplied by Doctor Wood about three months; never knew any one else to furnish supplies and provisions for the prisoners; don't think any one else was able to furnish the provisions; Doctor Wood had a dry goods and grocery store; had a good stock of goods; Governor Geary told deponent that he had got Doctor Wood to furnish the supplies for these prisoners, such as provisions, clothing, bedding, stoves, fuel, &c.; also a house for them to stay in during the time that these prisoners were kept in Leocompton; it was an absolute necessity on the part of Doctor Wood to furnish the supplies to prevent an outbreak and forcible contribution, as there was a sufficient force to take violently all the provisions needed, and this deponent believes that if the supplies had been refused they would have been taken by force; this deponent knows that some armed men were refused supplies by Mr. Johnson, a clerk in Doctor Wood's store, when an altercation took place; they came back to the storeroom with a file of armed men; about seven came into the store, and ten or more at the door; they attempted to take supplies by force; Doctor Wood resisted; knocked some of the men down with a hand hatchet; it was supposed that he had killed one man; the armed men outside threw stones in the windows, doing considerable damage; Doctor Wood, after this, let them have supplies.

W. P. CALDWELL.

Subscribed and sworn to this 18th day of June, 1859.

[L. s.]

THOS. B. WIGFALL,
Notary Public.

In the matter of the petition of John N. O. P. Wood.

COUNTY OF DOUGLAS, ss :

James M. Pelot, after being duly sworn, deposes and says: That he was first lieutenant of company A, infantry, territorial militia, mustered into service of the United States during the fall of 1856; during the months of September, October, and November it was made the duty of said company to guard the "free-State prisoners." These prisoners received the usual "soldiers' rations," such as flour, coffee, bacon, and vegetables, and said provisions for the prisoners were

supplied by John N. O. P. Wood, from his store in Lecompton ; he kept a dry goods and grocery store at that time ; had a good supply of staple goods, and he was the only one in town at the time that had a sufficient supply on hand to enable him to furnish the free-State prisoners with provisions ; the quartermaster's department at Fort Leavenworth refused to supply these prisoners from the public stores. There were no means at our command to supply these prisoners ; there were about one hundred prisoners supplied by Doctor Wood ; no one else, to my knowledge, furnished these prisoners ; he furnished them with (in addition to provisions) stoves and fuel.

JAMES M. PELOT.

Sworn to and subscribed this 18th June, A. D. 1859.

THOS. B. WIGFALL,
Notary Public.

TERRITORY OF KANSAS, *County of Douglas :*

The petition of J. N. O. P. Wood, of the county of Douglas and Territory of Kansas, under the act of the territorial legislature, entitled "An act to provide for the auditing of claims," approved February 22, 1857 :

J. N. O. P. Wood, of the county of Douglas and Territory of Kansas, would respectfully represent unto the honorable commissioners : That during the year 1856 he was dealing in merchandise (consisting of provisions, dry goods, groceries, &c.) in the town of Lecompton, county and Territory aforesaid ; that during the summer and fall of the year 1856 a large number of prisoners, amounting from eighty-four to one hundred and thirteen in number, were held in the town of Lecompton, Kansas Territory, by the United States marshal for the Territory of Kansas for various and different offences against the laws of the United States and those of Kansas Territory ; and while held as aforesaid your petitioner furnished the said prisoners with boarding and lodging, and for number of prisoners, time of keeping, price, &c., you are referred to the schedule herewith filed, which is made a part of this petition ; that a number of said prisoners were tried before the proper tribunal in Kansas Territory, convicted, and sentenced to hard labor in the penitentiary ; and that after their conviction and sentence, as aforesaid, your petitioner furnished to the master of convicts of Kansas Territory (under whose charge they were placed) provisions, bedding, and clothing, amounting to seven hundred and fifty-six dollars and seventy-three cents, (\$756 73 ;) that during the summer of A. D. 1856 your petitioner furnished to the United States marshal, Donaldson, and to other persons having command of the territorial militia engaged in the political difficulties existing in Kansas Territory at that time, provisions and other necessities amounting to the sum of one thousand seven hundred and eighty-two dollars and eleven cents ; and that during the winter of 1856, and at the time of the existing political difficulties, your peti-

tioner lost, by having them stolen and forcibly taken from him by persons engaged in said difficulties, articles of merchandise and live property, amounting in the whole to five hundred and seventy-five dollars, and during the summer of 1856 he lost, as aforesaid, two saddles and bridles of the value of thirty-four dollars and fifty cents, as will be manifestly shown by reference to the schedule herewith filed; and interest on the same at the rate of ten per cent. per annum for the term of two years, amounting to one hundred and twenty-one dollars and twenty cents, which, as in other cases, added to the whole, amounts to the sum total of seven thousand eight hundred and forty-five dollars and thirty-one cents, all of which your petitioner most respectfully presents.

J. N. O. P. WOOD.

Subscribed and sworn to before me on this 21st day of January, 1858.

DAVID T. MITCHELL,
Notary Public, Douglas County, K. T.

TERRITORY OF KANSAS, *Douglas County, ss:*

On this 19th day of January, 1858, personally came before me William P. Caldwell, who, being duly sworn, states: That he was a soldier in the militia of Kansas Territory in the year 1856, while engaged in the political difficulties then existing in Kansas; at which time he, together with the other soldiers engaged with him, was stationed at Lecompton, Kansas Territory, to guard the prisoners who were then held in custody at said time and place; that he acted as one of the guard to said prisoners all the time they were held at Lecompton, and knows the number of them.

He also states that he has examined the following account of J. N. O. P. Wood as to the number of prisoners, the time of boarding, and the price charged for boarding; he states that he knows, from his own knowledge, that said Wood furnished provisions and boarded the number of said prisoners, as therein charged, from about the 22d day of September to 17th day of November, 1856, and that the price therein charged in said account he believes to be correct, and remains unpaid.

WILLIAM P. CALDWELL.

Subscribed and sworn to before me on the 19th day of January, 1858.

[L. s.]

DAVID T. MITCHELL,
Notary Public, Douglas County, K. T.

TERRITORY OF KANSAS, *Douglas County, ss:*

On this 21st day of January, 1858, personally came before me Samuel J. Cramer, who, being duly sworn, states: That during the year 1856 he was acting as United States deputy marshal for the Territory

of Kansas ; that he frequently had business with the prisoners which were then held in custody at Lecompton, Kansas, and is well acquainted with the number of prisoners and the time they were held as prisoners as aforesaid.

He also states that he knows that J. N. O. P. Wood boarded the said prisoners during the time they were held as such ; that he (your affiant) has examined the account of said Wood, herein filed, for the boarding of said prisoners, and he believes the time as charged for keeping said prisoners is correct, and that the number of prisoners as therein charged is correct, and the price therein charged is reasonable, as he verily believes, to the best of his knowledge.

SAMUEL J. CRAMER.

Subscribed and sworn to before me on this the 21st day of January, 1858.

[L. s.]

DAVID T. MITCHELL,
Notary Public.

Personally came before me Samuel B. Ford, who, being duly sworn, states that he was a soldier at the time and place with William P. Caldwell ; that he has examined the above affidavit, and agrees with him as to the statement therein as to the number of prisoners and the time they were held as prisoners, and that J. N. O. P. Wood furnished them with provisions and boarding; the price as charged is reasonable.

SAMUEL B. FORD.

Subscribed and sworn to before me on the 21st day of January, 1858.

[L. s.]

DAVID T. MITCHELL,
Notary Public, Douglas County, K. T.

KANSAS TERRITORY, *Douglas County, ss :*

Personally appeared before me Robert B. Nelson and Benjamin C. Brooke, who, being of lawful age, and being duly sworn, say that they have examined the following account, and believe that the number of prisoners, time of board, and price charged therefor, to be correct and reasonable, and that they believe the said account to be due and unpaid, as they verily believe.

R. B. NELSON.
B. C. BROOKE.

Subscribed and sworn to before me on this 21st day of January, 1858.

[L. s.]

DAVID T. MITCHELL,
Notary Public, Douglas County, K. T.

Territory of Kansas to J. N. O. P. Wood, Dr.

1856.

Sept. 22.	To boarding 103 prisoners, 4 days, at 75c. per day...	\$299 00
	Do 113 do 10 do do	846 50
Oct. 6.	Do 94 do 15 do do	1,057 50

1856.

Oct. 21.	To boarding 91 prisoners, 16 days, at 75c. per day	\$1,092	75
Nov. 6.	Do 87 do 11 do do	717	75
17.	Do 84 do 10 do do	630	00
			<hr/>
		4,642	75
	By draft of J. B. Donaldson	632	00
			<hr/>
	To balance due.....	4,010	75
			<hr/> <hr/>

Territory of Kansas, per Lewis J. Hampton, master of convicts, to J. N. O. P. Wood, Dr.

1856.

Nov. 11.	To 26 lbs. flour, at 6 cents per lb.	-	-	\$1	56
	To 26 lbs. beef, at 8 cents per lb.	-	-	2	08
	To 1 lb. ground coffee	-	-	-	40
	To 1 paper pepper	-	-	-	10
	To ½ gallon syrup, at \$1 50 per gallon	-	-	-	75
	To 1½ gallon Orleans molasses, at 50 cents	-	-	-	75
	To 1 frying-pan	-	-	-	75
	To 2 buckets, at 40 cents	-	-	-	80
	To 1 camp-kettle	-	-	-	1 50
	To 1 ½-gallon cup	-	-	-	20
	To 5 lbs. salt, at 5 cents per lb.	-	-	-	25
	To 1½ lb. saleratus, at 16½ cents	-	-	-	25
	To ½ lb. star candles, at 40 cents	-	-	-	20
	To 1 broom	-	-	-	40
	To 2 coffee-boilers, at 80 cents each	-	-	-	1 60
	To 1 fry-pan	-	-	-	75
	To 22 tin plates, at 12½ cents each	-	-	-	2 75
	To 2 washbasins, at 35 cents each	-	-	-	70
	To 22 cups and 2 dish-pans, at 75 cents	-	-	-	3 70
	To 1 load wood, \$2; 28 lbs beef, at 8 cents, \$2 24	-	-	-	4 24
	To 28 lbs flour, at 6 cents	-	-	-	1 68
	To 1 lb. ground coffee	-	-	-	40
	To ½ bushel turnips	-	-	-	20
	To 1 bar soap	-	-	-	15
	To ½ gallon molasses	-	-	-	75
	To 1 box yeast-powders	-	-	-	35
	To 1 dozen knives and forks	-	-	-	2 50
13.	To 18 lbs. bacon, at 12½ cents	-	-	-	2 25
	To 27 lbs. flour, at 6 cents	-	-	-	1 62
	To ½ lb. tea	-	-	-	50
	To ½ gallon syrup, at \$1 50 per gallon	-	-	-	75
	To 1 box yeast-powders	-	-	-	35
	To 1 large dish-pan	-	-	-	1 00
	To 1 bar soap, 15 cents; 1 box pills, 30 cents	-	-	-	45
14.	To ½ lb. candles, at 30 cents	-	-	-	15
	To 27 lbs. flour, at 6 cents	-	-	-	1 62

1856.

Nov. 14.	To 18 lbs. bacon, at 12½ cents	-	-	-	\$2 25
	To 1 box yeast-powders	-	-	-	35
	To ½ gallon syrup, at \$1 50	-	-	-	75
	To 2 pepper-boxes, at 10 cents	-	-	-	20
	To ½ lb. tea, at \$1 -	-	-	-	50
	To 1 bar soap	-	-	-	15
	To 1 load wood	-	-	-	2 50
	To ½ lb. candles, at 30 cents	-	-	-	15
15.	To 17 lbs. bacon, at 12½ cents	-	-	-	2 13
	To 2 papers coffee, at 40 cents	-	-	-	80
	To ½ gallon syrup, at \$1 50	-	-	-	75
	To 27 lbs. flour, at 6 cents	-	-	-	1 62
	To 1 box yeast powders	-	-	-	35
	To ½ bushel potatoes, at \$1 50	-	-	-	75
	To 1 bar soap	-	-	-	15
	To ½ lb. candles, at 30 cents	-	-	-	15
	To 1 load wood	-	-	-	2 00
	To 28 lbs. flour, at 6 cents	-	-	-	1 68
	To 19 lbs. bacon, at 12½ cents	-	-	-	2 38
	To ½ lb. tea, at \$1 -	-	-	-	50
	To ½ gallon syrup, at \$1 50	-	-	-	75
	To 1 load wood	-	-	-	2 00
	To ½ lb. candles, at 30 cents	-	-	-	15
	To ½ lb. saleratus, at 20 cents	-	-	-	10
17.	To 25 lbs. flour, at 6 cents	-	-	-	1 50
	To ½ lb. tea, at \$1 50	-	-	-	75
	To ½ lb. saleratus, at 20 cents	-	-	-	10
	To ½ bushel potatoes, at \$1 50	-	-	-	75
	To 4 joints stove pipe	-	-	-	3 00
	To ½ gallon molasses	-	-	-	75
	To ½ lb. candles, at 30 cents	-	-	-	15
	To 2 loads wood, at \$2 -	-	-	-	4 00
	To 25 lbs. flour, at 6 cents	-	-	-	1 50
	To ½ bushel potatoes, at \$1 50	-	-	-	75
	To ½ lb. tea, at \$1 50	-	-	-	75
	To ½ lb. saleratus, at 20 cents	-	-	-	10
	To ½ gallon syrup, at \$1 50	-	-	-	75
	To ½ lb. candles, at 30 cents	-	-	-	15
	To 27 lbs. beef, at 8 cents	-	-	-	2 96
	To 1 load wood	-	-	-	2 00
19.	To 27 lbs. flour, at 6 cents	-	-	-	1 62
	To 20 lbs. beef, at 8 cents	-	-	-	1 60
	To ½ lb. tea, at \$1 50	-	-	-	75
	To ½ lb. candles, at 30 cents	-	-	-	15
	To ½ gallon syrup, at 1 50	-	-	-	75
	To 9 lbs. beans, at 12 cents	-	-	-	1 08
20.	To 1 camp-kettle, \$1 50; 1 camp-cup, 25 cents	-	-	-	1 75
	To 1 pepper-box, 10 cts.; 1 peck dried apples, 75 cts.	-	-	-	85
	To ½ bushel meal, at \$1 50	-	-	-	75
	To ½ lb. tea, at \$1 50	-	-	-	75
	To ½ gallon syrup, at \$1 50	-	-	-	75

1856.

Nov. 20.	To $\frac{1}{2}$ lb. candles	-	-	-	-	\$0	15
	To 1 paper cinnamon	-	-	-	-		20
	To 21 lbs beef, at 8 cents	-	-	-	-		1 68
21.	To 1 box pills	-	-	-	-		50
	To 27 lbs. beef, at 8 cents	-	-	-	-		2 16
	To 27 lbs. flour, at 6 cents	-	-	-	-		1 62
	To $\frac{1}{2}$ gallon molasses, at \$1 50	-	-	-	-		75
	To $\frac{1}{2}$ lb. spice, 15 cents ; $\frac{1}{2}$ lb. candles, 15 cents	-	-	-	-		30
	To $\frac{1}{2}$ gallon vinegar, at 60 cents	-	-	-	-		30
	To $\frac{1}{2}$ lb. tea, at \$1 50	-	-	-	-		75
	To $\frac{1}{2}$ lb. soda, 10 cents ; 1 load wood, \$2.	-	-	-	-		2 10
22.	To 1 sack salt	-	-	-	-		50
	To 1 box yeast-powders	-	-	-	-		35
	To 27 lbs. flour, at 6 cents	-	-	-	-		1 62
	To 2 lbs. coffee, at 20 cents	-	-	-	-		40
	To 2 $\frac{1}{2}$ lbs. sugar, at 20 cents	-	-	-	-		50
	To 4 lbs. rice, at 12 $\frac{1}{2}$ cents	-	-	-	-		50
	To 37 lbs. beef, at 8 cents	-	-	-	-		2 96
	To $\frac{1}{2}$ lb. candles, at 30 cents	-	-	-	-		15
23.	To 1 load wood	-	-	-	-		2 00
	To 30 lbs. beef, at 8 cents	-	-	-	-		2 40
	To 27 lbs. flour, at 6 cents	-	-	-	-		1 62
	To 2 lbs. sugar	-	-	-	-		20
	To 2 lbs. coffee, at 20 cents	-	-	-	-		40
	To $\frac{1}{2}$ lb. candles, at 30 cents	-	-	-	-		15
	To 1 load wood	-	-	-	-		2 00
	To 4 lbs. sugar, at 20 cents	-	-	-	-		80
24.	To 2 lbs. coffee, at 20 cents	-	-	-	-		40
	To 1 box yeast-powders	-	-	-	-		35
	To 1 box mustard	-	-	-	-		20
	To $\frac{1}{2}$ gallon syrup	-	-	-	-		75
	To 27 lbs. flour, at 6 cents	-	-	-	-		1 62
	To 37 lbs. beef, at 8 cents	-	-	-	-		2 96
25.	To 1 bar soap	-	-	-	-		15
	To 4 lbs. rice, at 12 $\frac{1}{2}$ cents	-	-	-	-		50
	To 20 pairs blankets, at \$9	-	-	-	-	180	00
	To 1 $\frac{1}{2}$ lb. candles, at 30 cents	-	-	-	-		45
	To 20 lbs. beef, at 8 cents	-	-	-	-		1 60
	To 22 lbs. flour, at 6 cents	-	-	-	-		1 32
	To $\frac{1}{2}$ gallon syrup, at \$1 50	-	-	-	-		75
	To 2 lbs. sugar, at 20 cents	-	-	-	-		40
	To 1 $\frac{1}{2}$ lb. coffee, at 20 cents	-	-	-	-		30
	To 3 lbs. rice, at 12 $\frac{1}{2}$ cents	-	-	-	-		38
	To 1 broom	-	-	-	-		35
	To 1 load wood	-	-	-	-		2 00
	To 1 cooking stove	-	-	-	-		30 00
	To 5 joints stove pipe, at 75 cents	-	-	-	-		3 75
	To 1 box yeast-powders	-	-	-	-		35
	To 1 plug tobacco	-	-	-	-		25
	To 1 bar soap	-	-	-	-		15
	To $\frac{1}{2}$ lb. candles	-	-	-	-		15

1856.

Nov. 25.	To 1 lb. star candles	-	-	-	-	\$0	40
	To 3 cedar buckets, at \$1 25	-	-	-	-	3	75
	To 3 iron-hooped buckets, at 50 cents	-	-	-	-	1	50
	To 3 lbs. nails, at 10 cents	-	-	-	-		30
	To 2 pairs suspenders	-	-	-	-		35
28.	To 2 lbs. nails, at 10 cents	-	-	-	-		20
	To 2 sets knives and forks, at \$1 50	-	-	-	-	3	00
	To 1 dozen iron tea spoons	-	-	-	-		50
	To 1 pair pants	-	-	-	-	5	00
	To hauling 6 loads, at 50 cents-	-	-	-	-	3	00
	To 2 frying pans, at 60 cents	-	-	-	-	1	20
	To 1½ lb. coffee, at 20 cents	-	-	-	-		30
	To 2 lbs. sugar, at 20 cents	-	-	-	-		40
	To ½ lb. star candles, at 40 cents	-	-	-	-		20
	To 1 bar soap	-	-	-	-		15
	To 1 box yeast-powders	-	-	-	-		35
	To 1 load wood	-	-	-	-	2	00
	To hauling 1 load wood	-	-	-	-		50
29.	To 25 lbs. bacon, at 12½ cents	-	-	-	-	3	13
	To 2½ lbs. coffee, at 20 cents	-	-	-	-		50
	To 4 lbs. sugar, at 20 cents	-	-	-	-		80
	To 1 box yeast-powders	-	-	-	-		35
	To 1½ lb. candles, at 30 cents	-	-	-	-		45
	To 1 sack salt	-	-	-	-		50
	To ½ gallon syrup, at \$1 50	-	-	-	-		75
Dec. 1.	To 1 lb. candles	-	-	-	-		30
	To 1 box yeast-powders	-	-	-	-		35
	To 3 panes glass, at 10 cents	-	-	-	-		30
	To ½ lb. nails, at 10 cents	-	-	-	-		5
2.	To 2 lbs. sugar, at 20 cents	-	-	-	-		40
3.	To 2 lbs. sugar, at 20 cents	-	-	-	-		40
	To 1 lb. candles	-	-	-	-		30
	To ¼ lb. pepper	-	-	-	-		10
	To 1 lb. candles	-	-	-	-		30
	To 2 lbs. sugar, at 20 cents	-	-	-	-		40
	To 1 quart molasses	-	-	-	-		40
	To 1 paper tacks	-	-	-	-		15
	To 1 comfort for Stewart	-	-	-	-		50
	To 1 sack flour	-	-	-	-	6	00
4.	To 1 bottle pepper-sauce	-	-	-	-		40
	To 2 lbs. sugar, at 20 cents	-	-	-	-		40
	To 1 lb. candles	-	-	-	-		30
	To 1 box yeast-powders	-	-	-	-		35
5.	To ½ gallon syrup, at \$1 50	-	-	-	-		75
	To 1 box yeast-powders	-	-	-	-		35
	To 2 lbs. sugar, at 20 cents	-	-	-	-		40
	To 1 lb. candles	-	-	-	-		30
6.	To 4 lbs. sugar, at 20 cents	-	-	-	-		80
	To 2 lbs. candles, at 30 cents	-	-	-	-		60
	To 1 paper tobacco	-	-	-	-		10
	To 1 box yeast-powders	-	-	-	-		35

1856.

Dec. 6.	To 1 pair pants	-	-	-	-	-	\$5 00
8.	To 2 loads wood, at \$2	-	-	-	-	-	4 00
	To 2 lbs. sugar, at 20 cents	-	-	-	-	-	40
	To 1½ lb. coffee, at 20 cents	-	-	-	-	-	30
	To 1 lb. star candles	-	-	-	-	-	40
	To ½ gallon syrup, at \$1 50	-	-	-	-	-	75
	To 2 pair boots, per order, at \$5 25	-	-	-	-	-	10 50
9.	To 1 load wood	-	-	-	-	-	2 00
	To 2 lbs. sugar, at 20 cents	-	-	-	-	-	40
	To 1½ lb. coffee, at 20 cents	-	-	-	-	-	30
	To 1 lb. star candles	-	-	-	-	-	40
	To 1 bar soap	-	-	-	-	-	15
	To ½ gallon syrup, at \$1 50	-	-	-	-	-	75
	To 2 lbs. sugar, at 20 cents	-	-	-	-	-	40
	To 1½ lb. coffee, at 20 cents	-	-	-	-	-	30
	To 1 pair kip boots	-	-	-	-	-	4 50
	To 2 lbs. sugar, at 20 cents	-	-	-	-	-	40
	To 1½ pound coffee, at 20 cents	-	-	-	-	-	30
	To 1 lb. star candles	-	-	-	-	-	40
	To 1 pair boots	-	-	-	-	-	5 00
	To 1 do.	-	-	-	-	-	4 50
11.	To 5 lbs. sugar, at 20 cents	-	-	-	-	-	1 00
	To 1 bottle pepper-sauce	-	-	-	-	-	40
	To 1 lb. star candles	-	-	-	-	-	40
	To 1 lb. soda	-	-	-	-	-	15
12.	To 1 load wood	-	-	-	-	-	2 00
	To 1 quart vinegar	-	-	-	-	-	15
	To 1 lb. star candles	-	-	-	-	-	40
	To 3 chairs	-	-	-	-	-	2 00
	To 1 hank of thread	-	-	-	-	-	25
	To 1 shovel and 1 pair tongs	-	-	-	-	-	1 75
	To 1 load wood	-	-	-	-	-	2 00
13.	To ½ gallon syrup, at \$1 50	-	-	-	-	-	75
	To 1 broom	-	-	-	-	-	35
	To 4 lbs. sugar, at 20 cents	-	-	-	-	-	80
	To 3 lbs. coffee, at 20 cents	-	-	-	-	-	60
	To ¼ lb. pepper	-	-	-	-	-	10
	To 1 lb. star candles	-	-	-	-	-	40
	To 2 pair shoes, per order, at \$2 25	-	-	-	-	-	4 50
	To 1 undershirt	-	-	-	-	-	1 50
	To 1 coat, for E. Whipple	-	-	-	-	-	8 75
	To 1 undershirt	-	-	-	-	-	1 50
15.	To ½ gallon syrup, at \$1 50	-	-	-	-	-	75
	To 2 lbs. sugar, at 20 cents	-	-	-	-	-	40
	To ½ lb. tea, at \$1 50	-	-	-	-	-	75
16.	To 1 load wood	-	-	-	-	-	2 00
17.	To 1 pair shoes, per Jackson	-	-	-	-	-	2 25
	To 1 pair socks, do.	-	-	-	-	-	50
18.	To 1 load wood	-	-	-	-	-	2 00
20.	To 54 lbs. beef, at 8 cents	-	-	-	-	-	4 32
23.	To 1 load wood	-	-	-	-	-	2 00

1856.			
Dec. 23.	To 1 velvet coat, for A. Pain	- - -	\$8 75
	To 1 pair pants, for Hurd	- - -	4 50
24.	To 2 padlocks, at 75 cents	- - -	1 50
	To 1 market basket	- - -	65
29.	To 2 loads wood, at \$2	- - -	4 00
30.	To 1 cas. coat	- - -	8 50
1857.			
Jan. 1.	To 10 lbs. bacon, at 10 cents	- - -	1 00
	To 2 quart flasks, at 20 cents	- - -	40
	To $\frac{1}{2}$ gallon molasses, at \$1 50	- - -	75
2.	To 6 yards flannel	- - -	2 85
	To 1 paper tobacco	- - -	15
	To 2 tweed coats, for Bradley, at \$4 and \$5 75	- - -	9 75
	To 1 pair blankets	- - -	9 00
	To 1 dozen tin plates and pans	- - -	1 05
3.	To 2 plugs tobacco, at 25 cents	- - -	50
	To 16 $\frac{1}{2}$ lbs. sugar, at 8 $\frac{1}{2}$ cents	- - -	1 00
	To 1 pint flask and brandy	- - -	1 20
	To 35 lbs. bacon, at 10 cents	- - -	3 50
	To 1 paper pepper	- - -	10
4.	To 1 pair shoes	- - -	1 75
	To 1 lb. soda	- - -	15
	To 15 lbs. coffee	- - -	1 67
	To 100 lbs. bacon, at 8 cents	- - -	8 00
6.	To 1 lb. tobacco, per Green	- - -	25
	To 10 lbs. nails, at 10 cents	- - -	1 00
	To 1 drawing-knife	- - -	1 25
	To 12 lbs. bacon, at 10 cents	- - -	1 20
	To 1 bottle ink and sundries	- - -	30
	To 2 lbs. shot, at 15 cents	- - -	30
13.	To 9 $\frac{1}{2}$ lbs. bacon, at 12 $\frac{1}{2}$ cents	- - -	1 19
	To 1 pint turpentine	- - -	10
	To 1 pair shoes, for Dugan	- - -	1 60
	To $\frac{1}{2}$ quire paper, at 30 cents	- - -	15
	To 1 quart brandy, for medicine	- - -	2 00
	To 9 yards calico, at 15 cents	- - -	1 35
	To 1 spool thread	- - -	5
	To 1 drawing-knife	- - -	1 25
16.	To 1 sack flour	- - -	4 50
	To 2 lbs. sugar, at 20 cents	- - -	40
	To 1 pair boots	- - -	4 50
	To 1 pair shoes	- - -	1 65
	To do.	- - -	1 80
	To do.	- - -	1 30
	To 1 bottle brandy, for sick man	- - -	3 00
24.	To provisions on account rendered	- - -	30 92
Total		- - -	<u>1,620 10</u>

DOUGLAS COUNTY, *Kansas Territory*:

This day came Samuel Johnson before me, who, being of lawful age, on his oath says: He was the only clerk of J. N. O. P. Wood, and that the above account is in his handwriting, and that he believes it to be correct, and unpaid as he verily believes.

SAMUEL JOHNSON.

SHAWNEE COUNTY, *Kansas Territory*:

Subscribed and sworn to before me this 30th day of December, 1857.

M. C. RREWSTER, *J. P.*

Territory of Kansas to J. N. O. P. Wood, Dr.

May 7 to September 20, 1856, inclusive.

To provisions furnished J. B. Donaldson and others, while in command of the militia of Kansas Territory:

To 206 pounds ground coffee	-	-	-	-	\$46 15
To 1 gallon vinegar	-	-	-	-	50 00
To 21 pair blankets	-	-	-	-	163 00
To 61 gallons molasses	-	-	-	-	78 75
To 5,839½ pounds flour	-	-	-	-	326 44
To 29½ pounds saleratus	-	-	-	-	4 43
To 6 bushels beans	-	-	-	-	18 00
To 9 pounds rice	-	-	-	-	1 13
To 2,298 pounds bacon	-	-	-	-	229 80
To 329½ pounds sugar	-	-	-	-	56 91
To 55 loads wood	-	-	-	-	107 00
To 37¼ bushels potatoes	-	-	-	-	50 23
To 9¼ bushels dried apples	-	-	-	-	13 50
To medical attention	-	-	-	-	27 00
To 56 pounds candles	-	-	-	-	16 36
To 9¼ pounds tea	-	-	-	-	9 76
To 17 sacks salt	-	-	-	-	9 47
To 46 boxes yeast-powders	-	-	-	-	13 45
To 2 brooms	-	-	-	-	60
To 38 pounds soap	-	-	-	-	4 15
To 1 axe and handle	-	-	-	-	1 70
To 147 yards ticking and thread for tent	-	-	-	-	36 71
To 2,539½ pounds beef	-	-	-	-	262 64
To 6 boxes mustard	-	-	-	-	90
To 3 buckets and one broom	-	-	-	-	1 20
To 16 gallons vinegar	-	-	-	-	7 05
To 3¾ pounds tea	-	-	-	-	5 06
To 7 barrels hard bread	-	-	-	-	52 50
To 5 sacks flour, at \$5 50	-	-	-	-	27 50
A bill of butter and sundries	-	-	-	-	4 46
To 14¾ corn meal, at \$2	-	-	-	-	29 50

TERRITORY OF KANSAS, *Douglas County, ss :*

Samuel Johnson, being of lawful age, being duly sworn, says : That the foregoing articles and things as therein stated were furnished and received by the officers in command and other persons in the employ of the territorial militia, and the marshal of said Territory while he had troops under his command and prisoners to provide for, and that said articles were furnished at the regular prices as sold at retail to any other person, and I have carefully made out said account and footed up the same, and that the same is due and unpaid, as I verily believe; I was the only clerk in the store at that time.

SAMUEL JOHNSON.

Sworn to and subscribed before me this 4th day of December, 1827.

H. J. STRICKLER,
Commissioner for auditing claims.

Territory of Kansas to J. N. O. P. Wood, Dr.

January 21, 1857.

To twenty-one mattresses, \$5 each	-	-	-	\$105 00
To twenty-one comforts, \$3 each	-	-	-	63 00
To one stove	-	-	-	11 00
To one bed and bedstead	-	-	-	14 00
To one table for office	-	-	-	3 00
				196 00
				196 00

Personally came before me James M. Fonton, who being duly sworn, states : That he was under the employ of Lewis J. Hampton, master of convicts in Kansas Territory, during the year 1856 and 1857; that he has examined the items in the above account and knows it is correct as to number, amount and price, because he was the person who got the items in the above account from J. N. O. P. Wood, by the order of Lewis J. Hampton, and knows that said articles were got for and used by the convicts then under the charge of Lewis J. Hampton, and the price as charged for said articles is reasonable and the price at which said articles were sold at retail in Lecompton, Kansas Territory.

J. M. FONTON.

Sworn to and subscribed before me on this the 16th day of January, 1858.

DAVID T. MITCHELL,
Notary Public, Douglas County, K. T.

Territory of Kansas to J. N. O. P. Wood, Dr.

December 18, 1856.

To one case men's boots, at \$4 25 per pair	-	-	-	\$51 00
To seven coats, \$8	-	-	-	56 00
To thirteen pairs pants	-	-	-	65 00
To seventeen blankets, \$9	-	-	-	153 00
To two horses taken by an armed force, \$125	-	-	-	250 00
To one saddle and bridle	-	-	-	22 50
To one saddle and bridle	-	-	-	12 00
				609 50
				609 50

TERRITORY OF KANSAS, *Douglas County.*

Personally came before me J. N. O. P. Wood, who, being duly sworn, states: That the above account is correct and remains unpaid.

J. N. O. P. WOOD.

Sworn to and subscribed before me on this 22d day of January, 1858.

DAVID T. MITCHELL,
Notary Public, Douglas County, K. T.

I certify that the foregoing is a true and correct copy of the petition and testimony of John N. O. P. Wood, as filed before me as commissioner, and upon which I awarded to him seven thousand eight hundred and forty-five dollars and thirty-one cents.

H. J. STRICKLER,
Former Commissioner.

LECOMPTON, *June 11, 1859.**In the matter of the petition of John N. O. P. Wood.*TERRITORY OF KANSAS, *County of Douglas, ss:*

B. C. Brooke, R. M. Patty, George W. Robbins, Jacob S. Herd, James M. Doyle, and Wm. M. Douglas, being severally sworn, say: They lived in the town of Lecompton during the years 1855 and 1856, and were acquainted with the above-named petitioner; they knew that the petitioner furnished and kept the "free-State prisoners," about one hundred in number; a part of said prisoners were taken at "Hickory Point," and the rest taken at other places, and said Wood kept and provided for these prisoners about three months; he furnished them with provisions, fuel, bedding, stoves, &c.; boarding and provisions were very high in Lecompton at the time; there was a scarcity of provisions in the country; supplies, such as flour, bacon,

&c., were obtained at Leavenworth City or Missouri; it was well worth, for keeping these prisoners at that time, one dollar each a day; the petitioner is now residing in the city of Leecompton, Kansas Territory.

B. C. BROOKE.

R. H. PATTY.

GEORGE W. ROBBINS.

JACOB S. HERD.

JAMES DOYLE.

WILLIAM M. DOUGLAS.

Sworn to and subscribed before me this 1st day of July, A. D. 1859.

THOMAS B. PRICE,
Notary Public.

Charles H. Thomes, being duly sworn, deposes and says: That he resided in the year 1856 on the California road, three and a half miles from Lawrence; that Governor John W. Geary told deponent that he (the governor) had got John N. O. P. Wood, of Leecompton, to furnish provisions for the "free-State prisoners;" he told me that said Wood furnished these prisoners blankets; and this was told deponent by Governor Geary a short time after the arrest of the prisoners at Hickory Point; there were about one hundred prisoners.

CHARLES H. THOMES.

Sworn to and subscribed before me this 2d day of July, A. D. 1859.

THOMAS B. PRICE,
Notary Public.

Names of persons indicted for the murder of Charles G. Newhall, at the battle of Hickory Point, September 14, 1856.

Alfred J. Paine, Charles H. Calkins, James H. York, Francis B. Swift, Charles L. Preston, William Brayman, John B. Sugrees, William S. Ware, John W. White, Thomas Aliff, Horatio Bent, Oliver Langworthy, Joseph B. Gaines, Richard D. Michalds, Thomas Hawkins, William Kline, William G. Porter, Jason Yunker, John J. Hawell, Isaac Gray, Edward Cattingham, Thomas P. Brown, Josiah G. Fuller, Roswell Hutchins, Theodore Dickinson, Dwight H. Montague, Henry H. Easter, Miram Kusler, Chester Hay, Lyman D. Coleman, John W. Stone, Ezekiel D. Whipple, Samuel Stewart, Edward A. Jacobs, William Kerr, Oliver C. Jenkins, Thomas Bowen, Gustavus A. Eberhart, James Conley, Aaron D. Roy, Jessee F. Pyle, Henry Hurd, Henry Preston, Artemus W. Dole, Jeremiah Jordon, Phineas Stephens, Jared Carter, Cyrus S. Gleason, Joseph Kinch, John Lawray, Alphonso S. Gates, Atwell Wood, Joseph J. Boyer, Mathew Jackson, Edmond B. Falley, Gilbert Taner, Albert F. Ber-caw, Otis Mason, Calvin C. Hide, Albert G. Patrick, William Butler,

George N. Neff, Justice G. Ketchum, George R. Primery, Eli Lyman, Alonzo Crawford, Artemus H. Parker, David Patrick, Resolved Fuller, John Newell, William H. Gill, Joseph Hicks, Stafford J. Pratt, Thomas W. Porterfield, George H. Powers, Aaron M. Humphrey, Thomas Varner, Walter Florintine, Howard York, John S. King, Sandford Voglesong, Charles J. Anchirval, Adam Bower, Thomas Leison, James Black, Giles Smith, Abram Cutter, Thomas Bickerton, Calvin Cutter, Andrew J. Harvey, and others, to the jury unknown.

CLERK'S OFFICE, SECOND JUDICIAL DISTRICT,
Kansas Territory.

TERRITORY OF KANSAS, *Douglas County:*

I, L. McArthur, clerk of the court aforesaid, do hereby certify, that the foregoing is a true and correct list of the names indicted for the murder of Charles G. Newhall, as appeared by the indictment found against them at October term, 1856, for the 1st judicial district then sitting in the city of Leocompton.

Witness my hand and seal of office this 27th day of June, A. D. 1859.

[L. s.]

L. McARTHUR, *Clerk.*
Per GEORGE B. BROWN, *Deputy Clerk.*

In the matter of the petition of John P. Wood.

Petitioner claims as follows: for—

1. Provisions, &c., furnished Marshal Donaldson and others in command of the territorial militia from May 7 to September 20, 1856	-	-	-	-	\$1,782 11
This item is inadmissible and wholly rejected.					
2. Supplies, boarding, &c., 113 free-State prisoners from September 22 till November 17, 1856, by order of Governor Geary and Marshal Donaldson	-	-	-	-	\$4,642 75
Less amount paid by draft of Marshal Donaldson	-	-	-	-	632 00
				_____	4,010 75

It is shown that petitioner had means within reach to furnish supplies necessary for the prisoners; was ordered to do so; that the same were so furnished under virtual compulsion, and the existing necessity that the prisoners should not starve or suffer from want while petitioner had the means within the jurisdiction and power of military organization to relieve them. The case as presented is evidently one of virtual and forcible "taking." He was promised compensation; so were many persons from whom horses were "pressed," and who now hold press receipts. There was no escaping the necessity that existed. The governor and marshal both requested and directed the

boarding and supplies to be furnished, and they were so furnished to avoid still greater sacrifices. The general government has refused to discharge the debt because there was no appropriation. The demand is just so far as petitioner is concerned, however unjust or unlawful may have been the arrest and detention of the prisoners.

3. To supplies furnished under same circumstances to the master of convicts for maintenance of those convicted, viz: from November 11, 1856, to January 24, 1857 - The same reasons are offered as on 2.	\$756 73
4. To mattresses, comforts, stove, beds, bedsteads, and table, for free-State convicts, furnished January 21, 1857 - - - - -	196 00
No special testimony.	
5. Dec. 18, 1856. To one case men's boots, 7 coats, 13 pair pants, 17 blankets - - - \$325 00 To 2 horses, taken by an armed force, at \$125 - 250 00 May 20, 1856. To 3 saddles and bridles - 34 50	609 50

No evidence to sustain or explain these charges. All except the saddles and bridles are inadmissible, being after December 1, 1856.

RECAPITULATION.

1. Rejected as inadmissible.	
2. Allowed as virtually "taken" - - - - -	4,010 75
3. Allowed so much as accrued before December 1, 1856, when order was restored - - - - -	380 02
4. Mattresses, &c., inadmissible. The legislature were in session then, and the original necessity no longer existed.	
5. Not sustained, nor within the time limited by law.	
Total allowed - - - - -	4,390 77
Add interest, 2½ years, at 6 per cent. - - - - -	658 53
Total award - - - - -	5,048 30

EDW'D HOOGLAND.
SAM'L A. KINGMAN.
HENRY. J. ADAMS.

JUNE 27, 1859.

No. 437.

To the honorable board of commissioners to audit and certify claims for Kansas, under an act of the territorial legislature, approved February 7, 1859:

Your petitioner, Samuel D. Conwell, surviving partner of the firm of Allen & Conwell, respectfully represents unto your honorable body that he was a citizen of the Territory of Kansas during the summer of 1856, and is now ; that during the year aforesaid he was engaged in the mercantile business in the town of Topeka, Kansas Territory, under the name and firm of Allen & Conwell, and was seized and possessed of the following described goods and property, to wit :

Two barrels brown sugar, 460 pounds, at 9 cents	-	\$41 40
Four sacks flour, at \$4	- - - -	16 00
Three sacks corn meal, at \$1 50	- - - -	4 50
One stove pipe, and drum	- - - -	3 00
		<hr/>
		64 90
		<hr/> <hr/>

That on or about the — day of June, 1856, the said goods, while in the possession and custody of one A. W. Dole, as the agent and employé of your petitioner, were violently arrested and forcibly taken from said Dole by a body of armed men, said to be Coleman's band, so that the said goods were totally lost to your petitioner ; that said robbery was committed in Johnson county of the Territory aforesaid, and not far from the State of Missouri ; that the said goods were the property of your petitioner, and were worth at cost the amount set forth in the above schedule, and have never been recovered by your petitioner, or any compensation received therefor. Your petitioner therefore asks that your honorable body may award him his claim, with interest.

S. D. CONWELL.

TERRITORY OF KANSAS, *Shawnee County*, ss :

Samuel D. Conwell, of Topeka county and Territory aforesaid, being duly sworn, deposes and says : That the facts set forth in the foregoing petition are true.

S. D. CONWELL.

Sworn to and subscribed before me this 7th day of June, 1859.

LORENZO DOW,
Notary Public.

See Artemas W. Dolc's affidavit, on file in his own case, No. —.

In the matter of the petition of Allen & Conwell.

Petitioner's claim (by surviving partner) for sugar, flour, meal, &c., taken from A. W. Dole, who was bringing same for them from Kansas City to Topeka, in June, 1856. (See Dole's case.)	-	-	-	-	\$64 90
The proof sustains the claim.					
Add interest, 2½ years, at 6 per cent.	-	-	-	-	9 75
Total award	-	-	-	-	<u>74 65</u>

EDWARD HOOGLAND.
HENRY J. ADAMS.
SAMUEL A. KINGMAN.

JUNE 18, 1859.

No. 438.

In the matter of the petition of Detroit Burton.

Detroit Burton, the above-named petitioner, after being duly sworn, states: That he made a statement of his losses incurred during the difficulties of 1856, to H. J. Strickler, commissioner to audit claims, appointed in 1857, which statement was correct and true according to the best of the knowledge and belief of this deponent, and therefore respectfully asks that the proofs, papers, and testimony of my claim, taken before H. J. Strickler, former commissioner, and upon which he made his award in my favor, may be received by the honorable the board of commissioners appointed to provide for the adjustment and payment of claims, in accordance with an act passed by the territorial legislature, and approved February 7, 1859, as my petition and testimony under the present law.

This deponent would further state, that he has never recovered any of the property lost or received compensation therefor from any source. I am a citizen of Kansas Territory; live in Douglas county, near Willow Springs.

DETROIT BURTON.

Sworn to and subscribed before me this 26th May, A. D. 1859.

[L. s.]

H. J. STRICKLER,
Notary Public.

TERRITORY OF KANSAS, *County of Douglas:*

Petition of Detroit Burton, of Territory and county aforesaid, under an act to provide for the auditing of claims, approved February 23, 1857.

Detroit Burton, of county and Territory aforesaid, respectfully represents unto the honorable commissioner: That your petitioner in consequence of threats against life and property, resulting from the

disturbed condition of the country; your petitioner left his premises the 6th of June, 1856, and on the following day the house and personal effects in said house were destroyed by fire by unknown persons engaged in the rebellion going on in the Territory at the time.

Also, your petitioner further states that a fine corn crop of ten acres and all the garden vegetables were destroyed or carried away; household furniture and six head of sheep were carried away or destroyed; all the property of your petitioner, worth, upon a fair and reasonable calculation, in the aggregate, the sum of eight hundred and ninety-five dollars, for which your petitioner has never received compensation or indemnity.

DETROIT BURTON.

Subscribed and sworn to this 23d day of September, A. D. 1857.
 H. J. STRICKLER,
Commissioner for Auditing Claims.

Territory of Kansas to Detroit Burton, Dr.

June, 1856.—To one house burnt down	\$200 00
Five ploughs, eight chairs, and carpet.....	90 00
One bedstead.....	5 00
Clothing	25 00
Furniture.....	10 00
Six head of sheep.....	12 00
Ten acres of corn.....	500 00
Garden and vegetables.....	50 00
	<hr/>
	892 00
	<hr/> <hr/>

DETROIT BURTON.

Sworn and subscribed to before me this 23d September, A. D. 1857.
 H. J. STRICKLER,
Commissioner for Auditing Claims.

George W. Carey, who being duly sworn, says: That he is acquainted with Mr. Burton; that he lives in his neighborhood; knows that Mr. Burton left his premises about the 6th of June; believes that he left in consequence of threats of violence that had been made against him and all persons of his politics; knows that his house and the personal effects in said house were burned the day after Mr. Burton left; knows that Mr. Burton had such property as mentioned in the schedule of his petition; believes the property to have been worth, upon a fair and reasonable calculation, what Mr. Burton has estimated it at; knows that he had a fine crop of corn; knows that it was destroyed; believes the facts set forth in the petition to be true;

believes the loss of property, &c., of Mr. Burton would amount to eight hundred and ninety-two dollars.

GEORGE W. CAREY.

Subscribed and sworn to this the 23d day of September, A. D. 1857.

H. J. STRICKLER,
Commissioner.

Mr. William M. Williams, who being duly sworn says that he has carefully examined the testimony of Mr. Carey, and knows of his personal knowledge the facts set forth to be true.

WILLIAM M. WILLIAMS.

Sworn and subscribed before me this 23d day of September, 1857.

H. J. STRICKLER,
Commissioner for Auditing Claims.

I hereby certify that the foregoing affidavits of George W. Carey and William M. Williams are true and correct copies of the original affidavits taken by me whilst acting as commissioner for auditing claims in support of the petition of Detroit Burton, and upon which I awarded to said petitioner the sum of eight hundred and ninety-two dollars.

H. J. STRICKLER,
Former Commissioner to Audit Claims.

LECOMPTON, May 28, 1859.

In the matter of the petition of Detroit Burton.

John D. Burton, of lawful age, being duly sworn, deposes and says: That he is acquainted with the petitioner; believes that during the difficulties of 1856 that Mr. Burton was threatened with violence by lawless marauders, and was in danger of losing life and property. I know that he left his premises about the 6th day of June, 1856, and believe he left in consequence of the threats that had been made against him and his neighbors. About the 7th day of June, 1856, I saw his house burning; it was the day after he left; believes that the house was burnt by persons engaged in the rebellion and lawlessness then going on in the Territory. The house was 16 x 18 feet, story and a half high, pretty well finished; worth about \$225. There were five ploughs, eight or ten chairs, and carpeting in the house before and perhaps at the time of its being burnt. These articles were left by Mr. Burton. I saw them in the house just before the house was burnt. The ploughs were worth fifty-five or sixty dollars. They were all new ploughs. The chairs were worth about \$10. Don't know what the carpeting was worth; no judge of such things, and can't price it. There was a bedstead—suppose it was worth three or four dollars. There was quite a lot of clothing in the house—never examined them

carefully—suppose, from the quantity, that they were worth \$25. There was a lot of cooking utensils, such as buckets, cups, pans, &c., worth about \$8. I know that Mr. Burton had six head of sheep about the time he left; never have seen them since; believe that they strayed or was stolen, either of which was in consequence of the disturbed condition of the country.

Mr. Burton had a very fine crop of corn growing upon ten acres of *old land*. I saw it frequently; it was a promising crop; had a garden destroyed, with vegetables, worth at least \$50. Mr. Burton resides now on the same place that he left in 1856, near Willow Springs, Douglas county. I reside in the same neighborhood, about one mile and a half distant.

JOHN D. BURTON.

Subscribed and sworn to before me this 4th day of June, A. D. 1859.
[L. s.]

H. J. STRICKLER,
Notary Public.

In the matter of the petition of Detroit Burton.

Petitioner claims for—

One house burned	-	-	-	-	-	-	\$200 00
Ploughs, chairs, and carpet	-	-	-	-	-	-	90 00
Bedstead, \$5; clothing, \$25; furniture, \$10; sheep, \$12	-	-	-	-	-	-	52 00
Garden vegetables	-	-	-	-	-	-	50 00
Ten acres of corn	-	-	-	-	-	-	500 00
							<hr/>
							892 00
							<hr/>
All the items specified are proven and allowed as charged, except the corn	-	-	-	-	-	-	390 00
According to general rule in such cases, allow 10 acres old land corn, 40 bushels per acre, less 10 cents, = 90 cents per bushel	-	-	-	-	-	-	360 00
							<hr/>
							750 00
Add interest, 2½ years, at 6 per cent.	-	-	-	-	-	-	112 50
							<hr/>
Total award	-	-	-	-	-	-	862 50
							<hr/>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JUNE 18, 1859.

No. 439.

In the matter of the petition of S. R. Ruckel.

Petitioner claims for property worth not less than \$1,000, consisting of clothing, jewelry, carpenters' tools, and \$425 cash, taken by the free-State men at the attack on Crane's house, Franklin, August, 1856, \$1,000. Witnesses enough testify in the case, but there is nothing definite or direct in their testimony. There is no schedule of articles, items, or values—no means of judging of the loss—no particulars where or how the alleged money or other property was placed—no particulars stated by any of the witnesses as to how they obtain their knowledge, &c. The evidence of five witnesses is "to the best of *their* belief and knowledge." The petitioner has failed to make out his case satisfactorily. The claim is rejected.

EDWARD HOOGLAND.

HENRY J. ADAMS.

SAMUEL A. KINGMAN.

JUNE 15, 1859.

In the matter of the petition of S. R. Ruckel.

John H. Ruckel, being duly sworn, says: That he is the authorized agent of S. R. Ruckel to transact that portion of his business relating to his claim for "losses and damages" incurred during the difficulties in Kansas Territory during the years 1855 and 1856. This deponent therefore respectfully asks that the proof, papers, and testimony of the said S. R. Ruckel, presented to Honorable H. J. Strickler, late commissioner, may be received by the honorable board of commissioners appointed under the act of 1859, to provide for the "adjustment and payment of claims," as the said S. R. Ruckel's petition and testimony under the present law. This deponent further states that S. R. Ruckel is now a citizen of Kansas, and has been since the year of 1854. The said S. R. Ruckel is now at Pike's Peak, Kansas Territory, and will not be able to attend the court of the said honorable board of commissioners; and furthermore, this deponent is unable to secure the attendance of material and important witnesses, (whose testimony was taken by the late commissioner) as many of them have left the Territory.

J. H. RUCKEL.

STATE OF MISSOURI, *County of Jackson:*

Sworn and subscribed before me this 23d day of May, A. D. 1859.
[L. s.]

W. D. CLARK,

Notary Public.

STATE OF MISSOURI, *County of Jackson:*

Albert Kelsey, being duly sworn, says: That he is acquainted with S. R. Ruckel, and that he is a citizen of Kansas Territory, and that in the month of March last he outfitted him for Pike's Peak, to which place he went.

ALBERT KELSEY.

Sworn and subscribed to before me this 30th day of May, A. D. 1859.

[L. S.]

W. D. CLARK,
Notary Public.

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

Personally appeared before John R. Swearingen, clerk of the county court of said county of Jackson, and State aforesaid, Samuel R. Ruckel, and makes oath that he was residing as a peaceable and quiet citizen in the town of Franklin, county of Douglas, Kansas Territory, in the house of Samuel Crane, when somewhere about the 12th or 13th of August, 1856, a mob, that he believes consisted of not less than two hundred and fifty men, calling themselves free-State men, without the slightest known cause, commenced a violent assault, with guns and other deadly weapons, on the house of said Samuel Crane, with imprecations to destroy the property and to slaughter the inmates. Your affiant states that, being fully warranted by the conduct of said mob in believing that they really meant what they had threatened, and were endeavoring to execute, did, with a few other friends, endeavor to repel them, but being finally overpowered by the force of numbers, he and his few gallant friends were compelled to retreat, (as the only possible means of saving their lives,) thus abandoning the house and all that it contained to the pillage of a set of desperadoes, whose conduct proved that plunder was one of the chief objects that prompted the assault. Your affiant further states that he had in the house thus abandoned property, at a very reasonable valuation, worth not less than one thousand dollars, (\$1,000,) consisting of clothing, jewelry, carpenters' tools, and a sum of money, of four hundred and twenty-five dollars, (\$425,) amounting in all to a sum not less than \$1,000, all of which was carried off by said mob, and for which no account has ever been made, nor has he received acknowledgment or compensation for the same to the value of one cent. To all which your affiant, under an equal sense of the responsibility, solemnly makes oath.

S. R. RUCKEL.

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

We, whose names are hereunto subscribed, solemnly swear that we were present and witnessed the assault made on the house of Samuel Crane, in the town of Franklin, Kansas Territory, as stated in

the foregoing affidavit of Samuel R. Ruckel, and confirm every word of his statement as to the manner of the attack to be true in sum and substance; and understanding pretty well the value of the property that he lost, or was carried away by the mob on that occasion, we are confident that the amount of \$1,000 is not exaggerated, but is rather under than over the true amount. This we state, to the best of our belief and knowledge.

H. C. RUSSELL.
 SAMUEL CRANE, JR.
 ANN CRANE.
 R. S. CRANE.
 WM. CRANE.

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

I, William H. Russell, late of Cass county, State of Missouri aforesaid, state: That I was in Franklin, Kansas Territory, not long after the occurrence detailed in the affidavit of Samuel R. Ruckel, and from what I learn, I have full confidence that his statement is true, without the slightest exaggeration.

WILLIAM H. RUSSELL.

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

This day personally appeared before the undersigned, clerk of the county court within and for the county aforesaid, Samuel R. Ruckel, W. H. Russell, Samuel Crane, Ann Crane, Robert S. Crane, William Crane, and H. C. Russell, and being duly sworn, depose and saith that the matters and things stated in the foregoing affidavits are true.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at office, in the city of Independence, this 14th day of December, A. D. 1857.

JOHN R. SWEARINGEN, *Clerk.*

I hereby certify that the petition and testimony is a true and correct copy of the original papers submitted to me as commissioner for auditing claims, and upon which I awarded to Mr. S. R. Ruckel the sum of one thousand dollars.

H. J. STRICKLER,
Former Commissioner.

LECOMPTON, *May 26, 1859.*

No. 440.

To the commissioners of claims under act approved February 7, 1859 :

The undersigned, Adam Bauer, respectfully represents : That he is a citizen of Kansas Territory, and has been such citizen ever since the month of June, 1855, when he settled and occupied a claim in Leavenworth county, about two miles west of Russell's mill, on Stranger creek. Deponent's farm or claim was in township 9, range 19. Immediately after settling there with his family, consisting of a wife and two children, deponent built on his claim, for the use of himself and family, a hewed log dwelling-house, 16 × 18 feet square, one and a half story high, and finished off the same in a comfortable manner, with two floors, windows, and doors, &c., and ploughed up, broke, fenced, and cultivated about forty acres of land on said claim, the fence being an eight-rail worm fence. During the summer of 1855 deponent raised thereon ten acres of sod corn, and in the fall sowed about twenty acres of winter wheat thereon. The said dwelling-house actually cost deponent and was well worth the sum of \$200, and much of the lumber therein was hauled from Weston, Missouri, by deponent. Deponent continued to occupy his said house and claim from June, 1855, aforesaid, until the month of September, 1856, when his said dwelling-house was attacked, burned down, and destroyed by a body of armed men professing to belong to the pro slavery party; but under whose particular and immediate command said body of men acted deponent cannot say. Deponent's house was on the Leavenworth and Lecompton road, along which, during the summer of 1856, bodies of armed men engaged in the war were constantly passing. Deponent being a German by birth, and generally known in the vicinity at that time as in favor of making Kansas a free State, he was subjected to frequent attacks, threats, and annoyances from the said parties of armed pro-slavery men, although up to said burning of his house he had not at any time taken any part personally in the warfare going on. He was several times shot at by said parties when they passed in the neighborhood of deponent's house, so that his life and property were in constant danger. On the afternoon that his house was destroyed deponent's family had been to see the family of a neighbor, about two miles off, whose child had just died, and as deponent was returning home therefrom with his family in an ox wagon, intending immediately to make a coffin for said child from the side boards of his wagon, he discovered, when about a mile and a half off, that his said dwelling-house was on fire. Before deponent could reach his house it was all consumed and destroyed, together with its contents. Mr. Jas. Renfro and his wife and Mr. Swim and his sons, all residing on an adjoining claim or claims within half a mile of deponent's house, informed deponent that the house was entered and set on fire by a gang of men going towards Lecompton; nothing was saved from the house. Deponent further saith that by the burning and destruction or plundering of his said house he lost, and there was taken from or destroyed therein, the following property belonging to him, and which was worth the prices set opposite the several articles, viz :

2 bedsteads, at \$6 each	-	-	-	-	-	\$12 00
1 clock, worth, and actually cost	-	-	-	-	-	20 00
1 walnut table, \$5; ½ dozen chairs, \$5	-	-	-	-	-	10 00
4 beds (1 feather bed) and mattresses	-	-	-	-	-	30 00
Bedding, blankets, quilts, sheets, &c., worth about	-	-	-	-	-	75 00
Cooking utensils, knives, forks, dishes, &c.	-	-	-	-	-	20 00
1 lot of carpenters' tools	-	-	-	-	-	10 00
1 grain cradle and scythe	-	-	-	-	-	5 00
1 scythe and snath	-	-	-	-	-	2 00
2 pitchforks, \$2; 1 spade, \$1 50	-	-	-	-	-	3 50
Dried fruit, \$6; 1 keg vinegar, \$2; meat, bacon, &c., \$5	-	-	-	-	-	13 00
Wife's clothing and children's clothing	-	-	-	-	-	60 00
1 lot of books	-	-	-	-	-	10 00
3 pork barrels, at \$1 each	-	-	-	-	-	3 00
1 grindstone, \$4; 2 ploughs, at \$12 and \$6	-	-	-	-	-	22 00
1 log chain	-	-	-	-	-	2 00
Total	-	-	-	-	-	<u>297 50</u>

Deponent further saith that the said parties of armed men, at the time aforesaid, and from time to time before and after said burning of deponent's house, broke down and destroyed his said fences, turned into his field their cattle and horses, and cut up, destroyed, and carried away about one-half of the corn growing upon twenty acres of his said farm which had been planted in corn. Deponent verily believes that at the time and place of destruction of said corn the same was worth, growing on the ground, at least \$10 per acre as it stood in the field, and had it matured and been gathered, would have yielded and been worth a great deal more than that proportion. Deponent therefore claims that he was damaged to the extent of ten acres of corn, then and there worth \$10 per acre. They also destroyed a stack of wheat belonging to deponent, worth \$30. All the above statements deponent, on oath, saith are true, and he has never recovered or received compensation for any of said property.

ADAM BAUER.

Sworn to before me June 6, 1859.

EDW'D HOOGLAND,
Commissioner.

SHAWNEE COUNTY, ss:

Michael Green, being duly sworn, saith: I reside in Calhoun county, Kansas Territory, about four miles north of Tecumseh; am acquainted with Adam Bauer, and have known him ever since June, 1855; at that time I had a claim that I was living on, situated in Jefferson county, near the line of Leavenworth county, and about three miles from where petitioner then resided. Between the months of June, 1855, and September, 1856, I was several times at the house of petitioner, where he then resided, in

Leavenworth county, about two miles from Russell's mills, on the Leavenworth road leading to Lecompton, and know the general character of his house and property at that time. During the whole summer of 1856 the country in the vicinity of Bauer's claim and mine was infested by bodies of armed men, who committed various depredations upon the inhabitants from time to time; Bauer's house was a good log house—hewed, pointed with lime, and as good a one as was in that part of the country then; it was about 16 by 18 feet, and worth from \$150 to \$200; I know that the house was burned as mentioned; I saw the stone chimney only standing a few days afterwards. His house was comfortably furnished, with two bedsteads, some chairs, a table, beds and bedding, cooking utensils, and necessary articles which I cannot specify particularly as to number or value. I remember that he had the articles set forth in his petition as household furniture and articles about his house, and, as far as I can recollect, think the prices alleged as values thereof correct. I remember most of the items distinctly; they were usually in sight when I was there; I was at Bauer's house a few days before said house was burned. I know that in the summer of 1856 petitioner had about 20 acres of corn growing on his claim; do not know of my own knowledge that any of his crop was destroyed; heard to that effect from the neighbors. Bauer had two or three stacks of wheat on his premises during said summer; whether any of it was destroyed or not deponent cannot say.

MICHAEL GREEN.

Sworn to before me this 6th day of June, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Adam Bauer.

Petitioner claims for one house burned	-	-	-	\$200 00
Contents—furniture, &c.	-	-	-	297 50
Ten acres of corn, at \$10	-	-	-	100 00
				<hr/>
Proven	-	-	-	597 50
Add interest, 2½ years, at 6 per cent.	-	-	-	84 55
				<hr/>
Total award	-	-	-	681 05
				<hr/> <hr/>

EDWARD HOOGLAND.
HENRY J. ADAMS.
SAMUEL A. KINGMAN.

JUNE 21, 1859.

No. 441.

In the matter of the petition of Sylvester H. Davis.

Sylvester H. Davis, being duly sworn, deposes and says: That he made a statement of his actual losses, incurred during the difficulties in Kansas in the years 1855 and 1856, to H. J. Strickler, late commissioner, appointed to audit claims by the territorial legislature in the year 1857; which statement was correct and true according to the best of the knowledge and belief of this deponent. This deponent would further represent that some of the witnesses who appeared before the said late commissioner are now absent from the Territory, and this deponent is unable to secure the attendance of said witnesses, and therefore respectfully asks that the proof, papers, and testimony so presented to H. J. Strickler, late commissioner, and upon which he made an award in his favor, may be received by the honorable board of commissioners appointed under the act to provide for the "adjustment and payment of claims," approved February 7, 1859, as this deponent's petition and testimony under the present law.

This deponent would further state that he has never recovered any of the property so lost, nor received any compensation from any source for the same.

This deponent is a citizen of Kansas, and has been residing near Willow Springs for years past.

SYLVESTER H. DAVIS.

Subscribed and sworn to before me this 17th day of May, A. D. 1859.

[L. s.]

HIRAM J. STRICKLER,
Notary Public.

TERRITORY OF KANSAS, *Douglas County, ss:*

Petition of Sylvester H. Davis, of the county and Territory aforesaid, under an act entitled "An act to provide for the auditing of claims," approved February 7, 1857.

I, Sylvester H. Davis, of the county and Territory aforesaid, respectfully represent unto the honorable commissioner: That during the month of July, A. D. 1856, your petitioner was notified by sundry persons, and armed bodies of men, to leave the Territory, using threats of violence if your said petitioner did not leave; in consequence of the threats and the fear of great bodily harm your petitioner left his premises; and a short time afterwards armed bodies of men, engaged in the rebellion then going on in the Territory, took possession of your petitioner's premises, consuming or carrying away his crops, destroying or carrying away all his personal property, and doing great damage to the premises; which loss, upon a fair and reasonable calculation, would amount to the sum of seventeen hundred and seventy-two dol-

lars, for which your petitioner has never in any manner received compensation or indemnity.

SYLVESTER H. DAVIS.

Sworn and subscribed to before me this 23d day of September, 1859.

H. J. STRICKLER,
Commissioner for Auditing Claims.

Territory of Kansas to Sylvester H. Davis, Dr.

August, 1856 :		
To 700 bushels corn, at \$1 50 per bushel -	-	\$1,050 00
To 50 bushels potatoes, at \$2 per bushel -	-	100 00
To 100 bushels wheat, at \$2 per bushel -	-	200 00
To 2,000 heads of cabbage, at 5 cents per head -	-	100 00
To beans, beets, parsnips, and peas -	-	30 00
To one barrel pickles -	-	12 00
To one stove and cooking utensils -	-	30 00
To flax bundles -	-	5 00
To ten goods boxes, \$1 each -	-	10 00
To four pairs of harness, at \$10 per pair -	-	40 00
To damage done to house -	-	25 00
To damage done to farm -	-	25 00
To damage to fruit trees -	-	25 00
To crowbar and sledge hammer -	-	6 00
To farming implements -	-	14 00
To one bull -	-	20 00
To 150 chickens, at 20 cents each -	-	30 00
To 2,000 bundles oats, at \$25 per 1,000 -	-	50 00
		<hr/>
		1,772 00
		<hr/> <hr/>

SYLVESTER H. DAVIS.

Subscribed and sworn to this the 23d September, 1857.

H. J. STRICKLER,
Commissioner for Auditing Claims.

In the matter of the petition of Sylvester H. Davis.

John D. Burton, being duly sworn, says: That he is acquainted with Mr. Davis; he resided in Douglas county during the year A. D. 1856; knows that he left the Territory in consequence of threats of violence about the last of July, 1856; believes that he was in danger; knows that Mr. Davis left a good crop of corn, wheat, oats, potatoes, and other vegetables, and that he left some personal effects; knows that he had a good many chickens; knows that his crop of corn, wheat, oats, and potatoes was destroyed, or carried away; nothing left; all

his property was either destroyed or carried away; do not know what his loss would amount to, but suppose he lost fifteen hundred dollars in consequence of the troubles and disturbed condition of the country.

JOHN D. BURTON.

Sworn to and subscribed before me this 23d September, 1857.

H. J. STRICKLER,
Commissioner.

Heard Mr. Burton's affidavit read; agree and subscribe to it as correct.

GEORGE W. CAREY.
H. BUTCHER.

Subscribed and sworn to before me this 23d September, 1857.

H. J. STRICKLER,
Commissioner.

LECOMPTON, *May 24, 1859.*

I hereby certify that the foregoing affidavits of George W. Carey, H. Butcher, and John D. Burton, are true and correct copies of the original affidavits taken before me whilst acting as commissioner to audit claims, and upon which testimony I awarded to Sylvester H. Davis the sum of one thousand seven hundred and seventy-two dollars.

H. J. STRICKLER,
Former Commissioner.

In the matter of the petition of Sylvester H. Davis.

John C. Davidson, of lawful age, after being duly sworn according to law, deposes and says: I am acquainted with the petitioner Sylvester H. Davis; believe that from a due regard for the life and safety of Mr. Davis and family, he was obliged to leave the Territory in the summer of 1856, during the difficulties. I live a near neighbor to Mr. Davis; am satisfied he and his family were threatened with danger. I know that Mr. Davis lost his crops of corn, oats, wheat, and potatoes in consequence of his leaving the Territory from the threats of marauders. There were about seven hundred bushels of corn destroyed. Corn was worth about one dollar and fifty cents per bushel. All his wheat was destroyed; it was in a stack; suppose that there were one hundred bushels. He had a good potato and cabbage patch. They were all destroyed. Saw men in the vicinity carrying potatoes and cabbage, and believe they took his potatoes and cabbage. The corn and oats and wheat were left unprotected. I know the wheat,

corn, and oats were taken and destroyed. Mr. Davis had a bull, which was butchered, as your deponent believes. The bull was worth about twenty-five dollars. The oats destroyed was worth fifty dollars; it was ricked; it was hauled off in wagons. He left a cooking-stove and utensils when he went away; it was a very good stove, worth thirty dollars. This was taken away by unknown persons. I know that his fruit trees were damaged. His fencing was thrown down. He left chickens; they were carried away. I have examined the schedule of Mr. Davis's original petition, and know that he left all the articles charged in said schedule, except the harness, which I don't remember. I saw Mr. Davis leave, and remember that he left all the other articles charged in the schedule, and know that they were all carried away before Mr. Davis returned. Have never seen said Davis with said articles since. Mr. Davis lives in Douglas county, near Willow Springs. This deponent lives a near neighbor.

JOHN C. DAVIDSON.

Subscribed and sworn to before me this the 24th day of May, A. D.

[L. s.] 1859.

H. J. STRICKLER,
Notary Public.

In the matter of the petition of Sylvester H. Davis.

Petitioner claims for 700 bushels corn destroyed, at \$1 50	-	\$1,050
50 bushels potatoes, at \$2, \$100; 100 bushels wheat, at \$2, \$200		300
2,000 head cabbages, at 5 cents	- - - - -	100
Beans, peas, &c.	- - - - -	30
Household furniture and other property	- - - - -	292
		1,772

The proof is direct as to loss, but not full and specific as to amount and value of property destroyed.

The board allow for 700 bushels corn, at 90 cents	- - - - -	\$630
50 bushels potatoes, at \$1, (average price)	- - - - -	50
100 bushels wheat, at \$1 50	- - - - -	150
Garden stuff, cabbages, vegetables, &c.	- - - - -	100
Household and other property	- - - - -	217
		1,147
Add interest, 2½ years, at 6 per cent	- - - - -	172
		1,319
Total award	- - - - -	1,319

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JULY 4, 1859.

No. 442.

To the honorable board of commissioners to audit and certify claims for Kansas, under an act of the legislature approved February 7, 1859:

Your petitioner, Guilford Dudley, of Topeka, Shawnee county, Kansas Territory, would respectfully represent unto your honorable body: That he was a citizen of Kansas Territory during the summer of 1856, and has been ever since; that some time in the latter part of August, in said year, your petitioner was seized and possessed of the following property, to wit: One large brown horse, worth \$125; one saddle, worth \$15; one bridle, lariat rope, and saddle-blanket, worth \$4; that while the same was in the care and custody of one Captain Thom, about five miles west of Lawrence, Douglas county, as the agent and keeper of the horse of your petitioner, on or about the 15th of September of the year aforesaid the said horse, saddle, &c., were forcibly taken from the said Thom by a band of armed men from Missouri, said to be Reed's army; that the said horse was the property of your petitioner, and was wholly lost to him; that your petitioner has never recovered said horse, bridle, saddle-blanket, nor rope; neither has he received any compensation therefor.

Your petitioner, therefore, prays that your honorable board may award him said claim, with interest.

G. DUDLEY.

TERRITORY OF KANSAS, *Shawnee County, ss:*

Guilford Dudley, of Topeka, aforesaid county and Territory, being duly sworn, deposes and says that the facts set forth in the foregoing petition are true.

GUILFORD DUDLEY.

Sworn to before me this 4th day of June, 1859.

EDWARD HOOGLAND,
Commissioner.

TERRITORY OF KANSAS, *Shawnee County, ss:*

Loring G. Cleveland, of Topeka, in said county, being duly sworn, saith: That he is acquainted with the petitioner, Guilford Dudley; I know that he has been a citizen of Kansas ever since 1855, and now resides at Topeka. Deponent knew the brown horse mentioned in petition; the same was the property of said Dudley. I know that said Dudley also owned a saddle, bridle, blanket, and lariat rope. I consider that the horse was worth \$150, or thereabouts; the saddle was worth \$15 or \$20—a good Spanish tree saddle; do not remember particularly about the lariat rope, blanket, &c. Dudley belonged to my company of free-State cavalry, and had a full equipment. I was present when Dudley left his horse and equipments at Captain Thom's house, on the California road, some four miles west of Lawrence, on

the night of 2d of September, 1856, it being deemed advisable to dismount a part of the company. The neighborhood along there had been sacked and houses burned the day before by Stringfellow and Atchison's commands, and as we were about returning from Lawrence to Topeka, (having been out to Bull creek to drive back General Reed's army, which had just returned from Osawatomie,) footmen were deemed necessary as an advance guard, it being at night when we stopped at Captain Thom's. I never saw the brown horse afterwards. Heard from several sources that the horse was taken away from Captain Thom's by a portion of Reed's disbanded army of 2,700 men, viz., by the same gang who murdered Buffum, and stole all the horses they could find along the California road, as they were on their way to Le-compton.

L. G. CLEVELAND.

Sworn to before me June 28, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Guilford Dudley.

Petitioner claims for one horse	-	-	-	-	\$125 00
One saddle, \$15; one bridle, lariat, blanket, &c., \$4	-	-	-	-	19 00
					144 00
Said property was taken by the disbanded forces of Reed's army, September 16, 1856, from Captain Thom, on the California road, near Lawrence.					
The case is proven.					
Add interest, 2½ years, at 6 per cent.	-	-	-	-	21 60
Total award	-	-	-	-	165 60

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JUNE 28, 1859.

No. 443.

To the honorable the board of commissioners to audit and adjust claims for Kansas, under an act of the legislature approved February 7, 1859:

Your petitioner, James Tegart, of Shawnee county, Kansas Territory, would respectfully represent to your honorable body: That he is a citizen of the United States; that he is now, and was during the

summer of 1856, a resident citizen of said Territory; that he was seized and possessed of the following described property, to wit: 15 acres of corn upon bottom land of the first ploughing, which would yield 375 bushels, and was worth \$1 per bushel, and situated upon his (your petitioner's) premises, about two miles from Topeka, in the county and Territory aforesaid, in the direction of Tecumseh, of same county.

Further, that on or about the 16th of July, 1856, your petitioner having been once attacked and severely wounded, upon his own, the said premises, by one Bob Edwards, who took an active part in the political disturbances of said summer on the "border ruffian" side, was obliged to leave his premises and flee for safety of life and person; that bodies of armed men were frequently seen in that vicinity, and sometimes skulking about after dark, with a view, as your petitioner believes, to commit outrage and depredations upon the known free-State settlers; that while absent as aforesaid said corn was wholly destroyed and totally lost to your petitioner, and that he has never received any compensation therefor. Your petitioner prays, therefore, that said claim may be allowed and paid, with interest.

JAMES TEGART.

TERRITORY OF KANSAS, *County of Shawnee, ss:*

James Tegart, of the county and Territory aforesaid, being duly sworn, deposes and says that the facts stated in the foregoing petition are true.

JAMES TEGART.

Sworn to before me this 19th day of May, 1859.

[L. s.]

LORENZO DOW,

Notary Public, Shawnee County, Kansas Territory.

SHAWNEE COUNTY, *ss:*

James Tegart, being duly sworn, deposes and says: I am the petitioner in this case; I came to Kansas in the fall of 1854; have resided here ever since; that on or about the 16th day of July, 1856, I was violently attacked by one Bob Edwards, and seriously wounded, without any provocation, unless political opinion; that said Bob Edwards was armed and I was unarmed; that the said Edwards, while my back was turned towards him, and as I was about getting upon my horse, struck me with a loaded whip just above the temple, and otherwise beat and bruised me, so that I was unable for several days to be about, and was disabled for three or four weeks. I made no resistance; could not, from the repeated and stunning blows upon my head. Isaac Edwards was along with said Bob at that time, and had two or three revolvers about him. As soon as I partially recovered from the stun, I crawled into my nearest neighbor's house, James Hopkins, about 100 yards off. Hopkins went after Doctor Martin, who dressed my wounds and attended upon me. I stayed with Hopkins about three weeks, when he moved up among the Pottawatomie Indians. By this

time I had nearly recovered from my wound, and went up to town to live, as the excitement was warm, and I knew my life was in danger if I remained near my claim. When I left the fences were up and in good order; when I returned they were torn down and the corn totally destroyed. I returned to my claim as soon as peace was declared, soon after Governor Geary came into the Territory. I paid Doctor Martin \$6, doctor's bill, at that time. I think the said corn would yield 25 bushels to the acre, and worth \$1 per bushel. My nearest neighbors were Mr. Hopkins, Mr. Horatio Fletcher, Mr. Dawson and Mr. Robert Mathews. Mr. Hopkins moved back to Illinois that fall.

JAMES TEGART.

Sworn to before me this 19th day of May, A. D. 1859.

LORENZO DOW,
Notary Public, Shawnee County, Kansas Territory.

In the matter of the petition of James Tegart.

TERRITORY OF KANSAS, *Shawnee County, ss :*

Horatio Fletcher, being duly sworn, says: I reside in Shawnee county, Kansas Territory; have resided here since the spring of 1855. I am acquainted with the petitioner, James Tegart; he was a citizen of Kansas Territory during the summer of 1856. He lived on the Shunganunga creek, about two miles from Topeka. Know that he had fifteen acres of sod corn in the year aforesaid, and that said corn was destroyed about the last of July or first of August, 1856, while petitioner was absent. Understood that Bob Edwards had seriously injured him about the middle of July. Did not see Edwards hurt him, but saw petitioner, a few days after, at Hopkins's house, about 200 or 300 yards from petitioner's, with his head bruised very badly. Petitioner left his claim soon after, for fear of personal violence, and did not go back to his claim till the latter part of September or first of October, 1856. During his absence his corn was wholly destroyed. Do not think petitioner's life would have been safe to remain on his claim longer. The corn was well protected by a good fence when petitioner left. The said corn would yield about twenty-five bushels to the acre, and worth about \$1 per bushel. That was a good year for sod corn. I lived about three-quarters of a mile up the creek from petitioner. Petitioner was an old settler, and known to be a free-State man. The Edwardses were generally reported to be active pro-slavery men, after the real "Border Ruffian" style. Further deponent saith not.

H. FLETCHER.

Sworn to and subscribed before me this 28th day of May, 1859.

LORENZO DOW.

Notary Public, Shawnee County, K. T.

SHAWNEE COUNTY, ss:

Loring G. Cleveland, being duly sworn, saith ; In 1856 I lived about a mile from petitioner, in Topeka township. He had a field of corn growing that season on Shunganunga bottom lands, consisting of about fifteen acres of sod land, probably. It was good looking corn when I saw it, in August, 1856 ; should think it was worth, when I saw it, and as it stood in the field, probably \$15 per acre. I know that Tegart had to leave that neighborhood on account of political difficulties and I understood his corn was destroyed. Should judge the corn would yield probably forty bushels per acre. Understood petitioner's corn was destroyed during his absence.

L. G. CLEVELAND.

Sworn to before me June 28, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of James Tegart.

Petitioner claims for crops destroyed, \$375.

The proof sustains the claim.

Allowed, 15 acres sod corn, at 30 bushels per acre, say	-	\$375	00
Add interest, 2½ years, at 6 per cent.	-	-	56 25
Total	-	-	<u>431 25</u>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

JUNE 28, 1859.

No. 444.

An account of property stolen and taken from Fry P. McGee at "110" in Shawnee county, Kansas Territory, during the excitement and warfare in Kansas Territory, during the month of September, 1856, say, from 6th September to the latter part of the same month.

Three mules ; each \$150	-	-	-	-	-	450	00
Seven horses ; each \$100	-	-	-	-	-	800	00
						<u>1,250</u>	<u>00</u>
Seventeen Mackinac blankets, \$4	-	-	-	-	-	68	00
Eight buffalo robes, \$5	-	-	-	-	-	40	00
Five kegs powder, \$8	-	-	-	-	-	40	00
Six sacks shot	-	-	-	-	-	20	00
Ten thousand percussion caps	-	-	-	-	-	10	00

Four double-barrelled shot-guns ; each \$25	-	-	\$100 00
Five saddles ; each \$20	-	-	100 00
Five bridles ; each \$2	-	-	10 00
Ropes	-	-	5 00
One pair carriage lines	-	-	3 00
Two revolvers, \$20	-	-	40 00
Three rifles, \$15	-	-	45 00
Two carbines, \$7 50	-	-	15 00
Two single-barrelled shot-guns, \$10	-	-	20 00
Provisions	-	-	25 00
Fifteen head of cattle	-	-	300 00
			<hr/>
			2,091 00
			<hr/> <hr/>

Personally appeared before me, William Lord, an acting justice of the peace for Shawnee county and Territory of Kansas, George W. Redman, who is of lawful age, and to me well known, deposeth and saith: That during the month of September, 1856, during the excitement and warfare in Kansas Territory, the within property, as scheduled or drawn off, was taken by force from Fry P. McGee, and that the items as charged are reasonable and worth the within amount.

GEORGE W. REDMAN.

JANUARY 24, 1859.

Sworn to and subscribed before me this 24th day of January, A. D. 1859.

WM. LORD,
Justice of the Peace, Shawnee County, K. T.

Personally appeared before me, John Drew, an acting justice of the peace for Shawnee county and Territory of Kansas, Fry P. McGee, who is of lawful age, and to me well known, deposeth and saith: That during the month of September, 1856, during the excitement and warfare in Kansas Territory, the property, as scheduled or drawn off, was taken by force from me; and further the deponent saith not.

FRY P. MCGEE.

FEBRUARY 20, 1859.

Sworn to and subscribed before me this 20th day of February, 1859.

JOHN DREW,
Justice of the Peace, Shawnee County, K. T.

In the matter of the petition of McGee.

TERRITORY OF KANSAS, *Shawnee County, ss:*

Jesse D. Wood, being duly sworn, saith: I reside on section 33, township 13, range 15, in said county, and have resided there ever since May, 1855; am acquainted with petitioner; know that he resides at a place in said county known as "110," and that he resided there

in and during the year 1856. During the latter part of August, or early part of September, 1856, I saw a company of 25 or 30 armed men, part of them from Topeka, returning past my house from said "110;" they stopped and obtained from me some watermelons; they said they had been down to "110," and had there taken from petitioner six horses and three mules, and then had said animals in their possession on my premises. I saw the animals; some of them I knew previously as McGee's property. They said they had taken them for war purposes, to aid in the war, McGee being a pro-slavery man, but that they intended to return them as soon as they were done with them. Do not know the name of the captain of said band of armed men. Two of the mules were very good and then worth \$150 each. Some of the horses were good and others were rather indifferent; probably said horses (some of them were ponies) were worth an average of \$80 each. Do not remember the other mule sufficiently to fix any estimate of value. They also had with them a number of saddles and bridles, obtained from the same place, but I cannot say how many. They also told me they had obtained there a Colt's navy revolver and an Allen's revolver; also five guns, some double-barrelled shot-guns, I cannot fix their value; also some powder and shot, all in one sack, weighing probably as much as 50 pounds; the powder and shot were left at my house, as they could not carry it; from my house said powder and shot were stolen by a young man named Keich, and taken to or towards Chicago. Said men told me they took twelve or thirteen blankets and returned them to Mrs. McGee, petitioner's wife, at her request. The names of some of said party were Ephraim Harriott, Samuel Harriott, John Fletcher, and Guilford Dudley; also Linsey T. Cook, and a man named Hinman, some of who yet reside in Shawnee county.

J. D. WOOD.

Sworn to before me this 27th day of May, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Fry P. McGee.

SHAWNEE COUNTY, ss:

Loring G. Cleveland, being duly sworn, saith: I have heard read the petition in this cause, and also the testimony of Dr. Jesse D. Wood, annexed. I commanded the expedition against McGee's place. I started from Topeka with about twenty men, all armed and mounted; reached McGee's about noon of same day, (date forgotten, but probably about September 6;) met with no resistance. McGee and his family were at home. The Territory was then in a state of war. I was commissioned as a captain on the free-State side. McGee being a brother of the distinguished and celebrated Milt. McGee, who had captured G. W. Brown and many other free-State men, and we having understood that a portion of the opposing forces known as "Buford's men," usually rendezvoused at McGee's at 110, whence they sallied out and committed depredations upon free-State men, we expected a

fight there, as we desired to clear them out and open travel on the Santa Fé road. At McGee's we took a quantity of property, consisting of horses, mules, blankets, guns, and other articles rendered necessary to our troops by the progress of the war, such articles as are principally enumerated in McGee's petition. McGee made no threats, submitted decently. But the coolest part of the operation, and what surprised me most, was the self-possession of Mrs. McGee, petitioner's wife. After we had collected what was required she invited us all to stay to supper, and seemed to take the whole affair as an ordinary incident of the times. On our return we stopped at Dr. Wood's, and I informed him it was our intention to return the horses and mules as soon as circumstances would permit, and such was *bona fide* our intention at the time. The war, however, came to an end, on the arrival of Governor Geary, sooner than we expected. I was taken sick; many of the participators in the war were obliged to leave the Territory, pursuant to Geary's proclamation, and the animals were probably taken by them out of the Territory, on their retreat. I never received any personal or pecuniary benefit from any of said property. By Dr. Wood we were cordially received and congratulated on our success, and at his house were refreshed with light bread, pies, and dainties of all kinds, such as we had not enjoyed for the several months that we had been in the field, sometimes faring poorly on roasting ears, baked squashes, and spring water. The design and object of such forays as the one upon McGee was to take from the enemy or their abettors and sympathizers such animals and articles as were contraband of war, such as might be used against us if left in possession of our enemies, and such as the necessities of the men required, or that we could use against our opponents.

L. G. CLEVELAND.

Sworn to before me June 28, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Fry P. McGee.

Petitioner claims for ten head of horses and mules, and other personal property, \$2,091.

The evidence is sufficient to make an award for 3 mules	-	\$400	00
Six horses, at \$80	- - - - -	480	00
Powder and shot	- - - - -	15	00
Two revolvers, \$40; five guns, \$60	- - - - -	100	00
Five saddles, \$60; five bridles, \$10	- - - - -	70	00

1,065 00

Add interest, 2½ years, at 6 per cent	- - - - -	159	75
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Total award	- - - - -	1,224	75
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SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

JULY 4, 1859.

No. 445.

To the honorable commissioners of claims for Kansas under the act approved February 7, 1859 :

The undersigned, Horace L. Jones, of Topeka, in the county of Shawnee, in the Territory of Kansas, respectfully represents to your honorable body : That he is a citizen of the United States ; that he was a resident of said Territory during the summer of 1856, and resided in Shawnee county aforesaid then and since ; that some time in the month of August, 1856, your petitioner was seized and possessed of the several articles of personal property specified in the following inventory, to wit :

1 large bay mare	-	-	-	-	-	\$200
1 large iron-gray horse	-	-	-	-	-	200
1 new Illinois patent axle wagon	-	-	-	-	-	130
1 set double harness (new)	-	-	-	-	-	25
Sugar, coffee, flour, rice, fruit, candles, and other groceries, to the amount of	-	-	-	-	-	125
1 lot of clothing, cotton, and other dry goods	-	-	-	-	-	75
1 "Golden Era" stove (new)	-	-	-	-	-	35
1 second-hand stove	-	-	-	-	-	15
1 pair heavy blankets	-	-	-	-	-	10
1 silver watch	-	-	-	-	-	15
Expense money	-	-	-	-	-	12

That while the same was in the care and custody of one Hiram D. Preston, as the agent and servant of your petitioner, about eight miles from the city of Leavenworth, on the Leavenworth and Lawrence road, all of said property was violently arrested and taken from the possession of said Preston by an armed body of men and appropriated to their own use, so that the same was totally lost to your petitioner ; that said Preston was obliged to flee for his life, and, under escort of United States troops, make his escape. Your petitioner further says that on or about the 18th of November, 1856, while upon the premises of one W. Y. Roberts, in the said county of Shawnee, near the town of Washington, one threshing machine, with its horse-power, was stolen and unlawfully carried away by a body of armed men ; that it was the property of your petitioner, and was wholly lost to him ; that it was a good threshing machine, and worth \$325 ; that who the said men were, or where they belonged, is unknown to your petitioner. Your petitioner further says that in the month of August, 1856, while grazing at or near the residence of James Aiken, near the town of Burlingame, in said county of Shawnee, a large Indian pony was stolen and unlawfully carried away ; that the said pony was the property of your petitioner, and worth \$65 ; that your petitioner believes said pony was stolen by one (border ruffian) Moore, as one J. Aiken says he saw said Moore riding, taking said pony towards Missouri ; that said pony was wholly lost to your petitioner, and has

never been recovered by him. Your petitioner further says that all of said property above mentioned was wholly lost to him ; that your petitioner has never recovered said property or any part thereof, and that your petitioner has never received any compensation therefor except \$50 for the remnants of threshing machine, found six months afterwards.

Your petitioner therefore prays that said claim may be allowed and paid with interest.

Your petitioner further says that said bay mare and iron-grey horse were of more than ordinary size, and that they were young and valuable, and worth \$200 each ; that the bill of said groceries and dry goods was lost with said team and other articles, but that the cost of said goods, to the best of his recollection, was as stated above—groceries \$125, and dry goods \$75.

TERRITORY OF KANSAS, *Shawnee County, ss :*

Horace L. Jones, of Topeka aforesaid, being duly sworn, deposes and says that the facts stated in the foregoing petition are true.

HORACE L. JONES.

Sworn to before me this 12th day of May, 1859.

[L. s.]

HOWARD CUTTS,
Notary Public for Shawnee County, K. T.

In the matter of the petition of Horace L. Jones.

Hiram D. Preston, being duly sworn, deposes and says : That he is acquainted with the petitioner, H. L. Jones ; that he resided in the Territory during the summer of 1856 ; was under the employ of said Jones in August, 1856, driving his team and transporting goods from Leavenworth to Council City ; that on or about the 25th day of August aforesaid, while upon the Lawrence and Leavenworth road, about eight miles from Leavenworth, Kansas Territory, I was violently attacked and robbed, and taken prisoner by a band of armed men, known as " Emory band," taken back to Leavenworth, and detained as prisoner about two weeks ; was unable to return home until Governor Geary came. I went to Lecompton with Governor Geary's escort ; from thence home ; have read over the petition and inventory, marked A ; know that I had all the articles mentioned on board the wagon when taken. Said Emory's men reloaded the goods into another large commissary wagon, using mine as a baggage and ammunition wagon. The horses were very large and valuable, and worth \$175 or \$200 each ; the harness new, and worth from \$20 to \$25 ; the wagon was a new Illinois wagon, and a good one of the kind, worth about \$125 or \$130 ; the groceries were, as near as I can recollect, one barrel brown sugar ; seven or eight sacks superfine flour ; two or three sacks corn meal ; three or four 20 or 25-pound packages prime sugar ; 3 packages stamped envelopes ; a quantity of soap, oil, molasses, rope, wine, and tinware and glue, the amount or price of

which I do not remember ; also, some dry goods, consisting of shirting, crash, thread, shoes, clothing, &c., the amount or price of which I do not remember ; bought most of said goods upon orders of my neighbors and for our own use ; did not get bills of them. I had in money, when I left home, a draft of \$300, and about \$25 or \$30 in specie ; had when I returned home about \$100 ; hid my money in my stockings. I should think I purchased about \$175 or \$200 worth of groceries and dry goods ; I was under the employ of the petitioner, and doing business for him ; he never recovered any of said goods, to my knowledge. Do not know about any ponies being taken from Aiken's ; do not of my own personal knowledge know about the threshing machine being taken ; have heard others say it was.

H. D. PRESTON.

Sworn to and subscribed before me this 12th day of May, 1859.

HOWARD CUTTS,

Notary Public for Shawnee County, K. T.

In the matter of the petition of Horace L. Jones.

Petitioner claims for the following property captured by Fred. Emory's band, near Leavenworth, in August, 1856 :

One bay mare	-	-	-	-	-	\$200
One iron-gray horse	-	-	-	-	-	200
One Illinois wagon	-	-	-	-	-	130
Harness, \$25 ; groceries, \$125 ; dry goods, \$75	-	-	-	-	-	225
One stove, \$35 ; one do., \$15	-	-	-	-	-	40
Blankets, \$10 ; watch, \$15	-	-	-	-	-	25
Expense money	-	-	-	-	-	12
One threshing machine destroyed, (no proof)	-	-	-	-	-	325
One pony stolen from Aiken, (no proof)	-	-	-	-	-	65

1,222

Harvey D. Preston, as witness, proves all the claim except expense money, threshing machine, and pony. There is, therefore, allowed, according to the proof, for—

Two horses, \$175 each	-	-	-	-	-	\$350
Wagon, \$130 ; harness, \$35	-	-	-	-	-	165
Groceries, dry goods, and stoves	-	-	-	-	-	200
Blankets and watch	-	-	-	-	-	25
Interest, 2½ years, at 6 per cent.	-	-	-	-	-	111

Total award - - - - - 851

EDWARD HOOGLAND.
HENRY J. ADAMS.
SAMUEL A. KINGMAN.

JUNE 25, 1859.

No. 446.

COUNTY OF LEAVENWORTH, ss :

The Territory of Kansas to all persons to whom these presents shall come, greeting :

Know ye, that whereas Phineas Skinner, late of the county of Leavenworth, died intestate, as it is said, having, at the time of his death, property in this Territory which may be lost, destroyed, or diminished in value, if speedy care be not taken of the same ; to the end therefore that said property may be collected, preserved, and disposed of according to law, we do hereby appoint Lewis Burnes administrator of all and singular the goods and chattels, rights and credits, which were of the said Phineas Skinner at the time of his death, with full power and authority to secure and dispose of said property according to law, and collect all moneys due said deceased, and in general to do and perform all other acts and things which are or hereafter may be required by law.

In testimony whereof, I, H. C. Fields, clerk of the probate court [L. s.] in and for the county of Leavenworth aforesaid, have hereunto signed my name and affixed the seal of said court, at office, this 4th day of July, A. D. 1859.

H. C. FIELDS, *Clerk.*

Before the honorable board of commissioners to audit and allow claims in Kansas Territory.

Lewis Burnes, administrator of the estate of Phineas Skinner, deceased, says: That the following described property, belonging to the estate of Phineas Skinner, deceased, was, during the late difficulties in said Territory of Kansas, as he is informed and fully believes, wrongfully taken by person or persons unknown to this claimant, and will be totally lost to said estate unless allowed as by an act of Congress provided, to wit :

Bacon of the value of	-	-	-	-	-	\$2,000
One hundred head of stock hogs, at \$6	-	-	-	-	-	600
Eleven mules of the value of \$125 each	-	-	-	-	-	1,375
One horse of the value of	-	-	-	-	-	75
Two wagons of the value of \$80	-	-	-	-	-	160
One hundred head of cattle of the value of	-	-	-	-	-	1,500
Dry goods, groceries, and merchandise, such as is generally kept in the stores of a new country, of the value of	-	-	-	-	-	2,500
						8,210
						8,210

He states that the valuation put upon the above items he believes is not greater than their real value, and that he is unable to give a more particular account of the manner in which the property was

taken and disposed of than the above, but believes that he can produce witnesses before the honorable commissioners who will be able to give a more full and detailed account of all that transpired.

The claimant makes oath and says: That the matters and things stated in the above and foregoing petition as stated are true, to the best of his knowledge, information, and belief.

LEWIS BURNES.

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

Subscribed and sworn to before me this 5th day of July, A. D. 1859.

H. C. FIELDS,
Clerk of the Probate Court of Leavenworth County.
By WM. C. McCLELLAND, *D. C.*

In testimony whereof I have hereunto subscribed my name and affixed the seal of said court this 5th day of July, A. D. 1859.

[L. s.]

H. C. FIELDS, *Clerk.*
By WM. C. McCLELLAND, *D. C.*

In the matter of the petition of Lewis Burnes, administrator of Phineas Skinner, deceased.

Lewis Burnes, the above named petitioner, being duly sworn, deposes and says: That Mrs. Polly Skinner made a statement of his actual losses, during the difficulties of 1855 and 1856, to the Hon. H. J. Strickler, commissioner, appointed under an act of the legislature of 1857, which statement was correct, according to the best of the knowledge and belief of this deponent; this deponent has never recovered any of the property alleged to have been lost in said statement, to said commissioner, nor has this deponent received compensation from any source for said loss, and therefore respectfully asks that the proof, papers, and testimony taken before Hon. H. J. Strickler, late commissioner, and upon which he made his award in my favor, may be received by the honorable board of commissioners, appointed to provide for the adjustment and payment of claims, as his petition and testimony under the present law.

Sworn to before me and signed in my presence this 5th day of July, A. D. 1859.

H. C. FIELDS,
Clerk of the Probate Court of Leavenworth County, Kansas Territory.
By WM. C. McCLELLAND,
Deputy Clerk.

TERRITORY OF KANSAS, *Leavenworth County, ss :*

Lewis Burnes, being by me sworn, deposeth and saith : That to the best of his knowledge and belief the heirs, and residence of the heirs, are as follows, to wit: Phineas Skinner, jr., Jane Skinner, Emily Croysdale, Adaline Skinner, Mary Ann Burnes, Margaret Skinner, heirs of Phineas Skinner, deceased, and that deceased died without a will, and that he will make a perfect inventory of, and faithfully administer all the estate of the deceased, and pay the debts as far as the assets will extend and law direct, and account for, and pay all assets, which shall come to his knowledge or possession, within said Territory.

LEWIS BURNES.

Sworn to and subscribed in my presence this 5th day of July, A. D. 1859.

H. C. FIELDS,
Clerk of the Probate Court.
By WM. C. McCLELLAND,
Deputy Clerk.

In the matter of the petition of Phineas Skinner's administrator.

WYANDOTT COUNTY, *ss :*

Daniel D. Burnes, being duly sworn, saith : I now reside in western Missouri ; was acquainted with Phineas Skinner, during about fifteen years prior to his death in Kansas Territory ; during 1856 and 1857 I resided in Leavenworth county, Kansas Territory ; originally knew Skinner in Platte county, Missouri ; he then lived near his mills, and in Green township, in said county ; I had an interest in the Kickapoo and Atchison ferries, and know that during the spring and summer of 1856 he frequently crossed on said Kickapoo ferry, with wagons, stock, mules, cattle, and other property, passing into Kansas ; he has told me of crossing cattle at the Atchison ferry, bound for " Elk City ;" he had a ferry account at each crossing ; he frequently told me that he was crossing this property for the purpose of being taken up to his settlement at " Elk City ;" cannot specify the particular times, or number of animals so brought over, but merely remember the general facts ; I am satisfied that I have seen of said Skinner's stock, as he told me, on their way to Kansas, as much, or more than claimed to have been destroyed or stolen ; I several times saw boxes of goods, marked to " Elk City," for said Skinner, apparently brought up from St. Louis, Missouri ; I know that prior to his going to Kansas said Skinner was for a long time considered in his neighborhood as a man of large wealth and means ; had a large farm, a large quantity of cattle, raised mules, horses, cattle, and hogs ; said Skinner contemplated starting a large town at Elk City, and had induced several of his neighbors, with their families, (so I was told,) to go over and make homes about Elk City or " Skinnerville ;" he was regarded as

an energetic and industrious business man; I am satisfied that Skinner owned during 1856 such property as is set forth in the petition; I think he crossed over more stock and property than is claimed for.

D. D. BURNES.

Sworn to before me this 2d day of July, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Phineas Skinner's administrator.

WYANDOTT COUNTY, ss :

Richard J. Hinton, being duly affirmed, saith: I reside in Kansas Territory, and have been a citizen of Kansas ever since 5th of August, 1856. About the month of June, 1856, I left Boston, Massachusetts, in company with a number of other emigrants, and joined a large party of emigrants at Nebraska City, Kansas Territory, under command of M. C. Dickie, and came with them through Iowa and Nebraska to Topeka, Kansas. We reached Topeka about the 10th of August, 1856. I was at Topeka from time to time for several days in succession until late in the fall. About the 25th of August, two companies, of one of which I was a member, came to Topeka from the settlements made by them in Brown county, known as the Plymouth and Lexington settlement. When near the present town of Holton, I, with another young man, was walking, about 11 o'clock a. m., in advance of the train between one and two miles; ahead of us about a quarter of a mile were our guide, Charles Dake, and the conductor of the company to which I belonged, Martin Stowell; they were mounted on horses; in sight was a wagon and pair of horses, a horseman riding from the east, and two men on mules coming from the west. These latter and the horseman spoke together where their road crossed the one we were on. I saw our horsemen speak to the men (two of them) with the wagon, and then hastily ride after the men on mules. The next thing I saw was the men dismount, and Stowell and Dake lead the mules back towards where the roads crossed. When they came up I asked Stowell what the mules were taken for? He replied that they (the men) belonged to a band connected with the Kickapoo rangers, and making a rendezvous at Skinner's store, Elk City, about six miles from where we then were. Stowell said they rode up alongside the men and remarked that those mules were fine ones, asking to whom they belonged. The men replied that they were Skinner's. Stowell said he should like to ride them, and the men said he might, and got off. This is Stowell's account of the affair. I did not hear the talk. Our men were armed; I do not know whether the others were. Nobody else in sight except those mentioned above. Stowell proposed to ride up to Skinner's store; and, by his orders, we, who were on foot, mounted the mules and rode to

the store. The dismounted men went on to the east. We rode on fast and overtook the horseman, whom Stowell ordered to ride back. We then went on till near the store, and Stowell and Dake went to the store, leaving us in a hollow of the road to guard it. The horseman alluded to rode up, and I stopped him till Dake came back, when he was released. He rode off. We remained in the neighborhood of the store about three-quarters of an hour, when Stowell came to us with a pair of boots and some sugar in a bag on his saddle, for which, I understood, he paid \$11. We rode off towards camp very hastily, supposing that our retreat would be cut off. The mule I rode was restive, and the others left me. My rifle strap broke and the rifle fell to the ground. While hunting for it, I found that some men rode up to the store, and I left without finding it, being pursued a short distance by them. I rode the mule to Topeka, when, finding that Stowell had lied as to the character of Skinner, I left the company and came to Lawrence. I never saw either of the mules afterwards. They were good mules, with saddles and bridles; think they were worth \$150 each. I heard afterwards at Topeka that fall and since that Stowell and a portion of his company plundered Skinner's store, and took some stock, mules, &c. I do not know how much or how many animals. I heard say that nineteen mules were taken. I only know this by hearsay. I never was in Stowell's company after our arrival at Topeka. He proposed to form a guerilla company, to which I objected, and with seventeen others left for Lawrence. The parties who told me of the robbing of the store were members of the company who remained at Topeka. It was stated that Stowell took a large portion of the goods to Iowa. I saw a number of mules around the store at the time I was there; don't know how many. Did not see any cattle. Heard that Stowell took four or six yoke. I saw no violence used against the men from whom the mules were taken. It was all over in a few minutes. The two men with the wagon said they were free State men, and complained that a number of bad men—pro-slavery—congregated at Skinner's. I don't know who they were. Civil war prevailed at the time, both parties being in arms. It was considered right by free State men to dismount and disarm members of the other party engaged in active hostilities. I supposed these men were so by the representations made to me. The statement about nineteen mules being taken was made to me, to the best of my recollection, by members of the company. The train with which I then was was a portion of that known as Lane's army, though the conductor really was Col. Dickie, of Topeka. About two-thirds of it came down to Lawrence early in August, and the others about the time mentioned in this statement. They came down to guard some arms and ammunition that came from Iowa for the use of the free State men. That was the reason why we left our settlement. It was understood that General Richardson, with a large body of pro-slavery men, intended to capture these arms, and we came to convoy it. The members of the train objected to the seizure of the mules, and at noon on that day a meeting was held in camp which censured Stowell for the action. It was a stormy debate. Stowell defended himself on the ground that the men

were enemies employed in oppressing the people of Kansas, and it was right to use them as he did.

R. J. HINTON.

Affirmed before me July 2, 1859.

EDW'D HOOGLAND,
Commissioner.

WYANDOTT COUNTY, ss:

Phineas Skinner, jr., being duly sworn, saith: I am a son of Phineas Skinner, deceased, in behalf of whose estate the foregoing petition is presented. My age is 21 years. I remember that in the spring of 1856 my father brought into Kansas and placed upon his claim on Elk creek, in Calhoun county, a large drove of cattle of all kinds, numbering between 350 and 400 head, about one-fourth of them cows. I helped to drive said cattle from Missouri to said Elk creek. My father had his building up and a stock of goods in his store for sale when said cattle were driven over. That spring my father also took to his said claim 58 mules. I helped to drive them over. They were taken there for sale. In January, 1856, my father took out 150 head of hogs to Elk creek, and slaughtered them there; also 130 head of stock hogs were taken there in the spring, about March, 1856. My father died at Elk creek in August or September, 1856. An invoice had been made of the stock in the store, consisting of dry goods and groceries, which then amounted, as I was informed and discovered from personally assisting in such invoicing, between \$3,000 and \$4,000. He also had two wagons there at that time. I was there as late as the latter part of July, 1856, when, owing to the existing disturbances, I, with the rest of the family, was compelled to leave and sought refuge in Missouri. My father remained there, and was found dead; the cause or manner of his death unknown. My father had not sold any of his mules or cattle. Of the 58 mules we recovered 47; of the cattle, about 350 in number, we recovered 200 or 250 head. Some few stock hogs were sold, but I cannot say how many. Part of the mules had been taken back to Missouri for safety before the difficulties of July and August, 1856. After father's death, threats were made in the neighborhood that if we came back to Elk creek to hunt for the said cattle, mules, and other property, we would be killed. For some months afterwards we were thus prevented from going to secure the missing property. From my general knowledge of the amount and value of property that father had at Elk creek, and deducting therefrom as near as we could ascertain what was accounted for legitimately, I think the loss sustained by the estate could not have been less than \$15,000; but I have been informed that in presenting the original claim to General Strickler, only so much and such items were charged for as it was believed could be definitely proven and sustained by witnesses available. There was also one horse lost or taken there at Elk creek.

PHINEAS SKINNER, JR.

Sworn to before me July 5, 1859.

EDW'D HOOGLAND,
Commissioner.

In the matter of the petition of Polly Skinner, administratrix of Phineas Skinner.

Polly Skinner, the above-named petitioner, being duly sworn, deposes and says: That she made a statement of her actual losses during the difficulties of 1855-'56 to Hon. H. J. Strickler, commissioner appointed under an act of the legislature of 1857, which statement was correct, according to the best of the knowledge and belief of this deponent. This deponent has never recovered any of the property alleged to have been lost in said statement to said commissioner, nor has this deponent received compensation from any source for said loss, and therefore respectfully asks that the proof, papers, and testimony taken before Hon. H. J. Strickler, late commissioner, and upon which he made his award in my favor, may be received by the honorable board of commissioners appointed to provide for the adjustment and payment of claims as her petition and testimony under the present law.

POLLY SKINNER,

Administratrix of P. Skinner, deceased.

Subscribed in my presence and sworn to before me this 23d day of
[L. S.] May, A. D. 1859.

SAMUEL LAIGHTON,
Notary Public.

UNITED STATES OF AMERICA, *Territory of Kansas, ss:*

In the matter of the petition and complaint of Polly Skinner, administratrix of the estate of Phineas Skinner, deceased, and touching the loss of certain mules in said petition mentioned, Robert C. Willock, being sworn, deposeth and saith: That one Robert Chism and himself was riding each a mule belonging to said Phineas Skinner near where the town of Holton, in Calhoun county, and Kansas Territory, now stands, some time near the last of August, 1856, when they were assailed by a band of a hundred or more of armed men, also by threats to kill them, forced them to give up said mules, contrary to their wish or consent, and that this was during the difficulties in Kansas in 1856, and that he has good reasons to believe that said mules have not been recovered by the administrators of said estate, but have become a total loss to said estate; and deponent further saith that he believes said mules and rigging were worth \$150 each, or both the sum of \$300 in value. And further this deponent saith not.

In testimony whereof he has hereunto set his hand and seal this 25th November, 1857.

ROBERT C. WILLOCK. [SEAL.]

TERRITORY OF KANSAS, *County of Calhoun, ss :*

Subscribed and sworn to before the undersigned, judge of the probate court of Calhoun county, Kansas Territory, this 25th November, 1857.

C. G. ALLEN,
Judge Probate Court, Calhoun County, K. T.

TERRITORY OF KANSAS, *County of Calhoun, ss :*

I, James King Kendall, clerk of the commissioners' court in and for the county of Calhoun, do certify that C. J. Allen, whose name is subscribed to the foregoing instrument, has been duly commissioned probate judge in and for said county by the governor of said Territory, and further, that he has taken the oath of office, as prescribed by law, and that full credit should be given to all his official acts as said judge of probate.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at office in Calhoun, this 30th day of November, A. D. 1857.

[L. S.]

JAMES KING KENDALL, *Clerk,*
By J. M. KING KENDALL, *Deputy.*

UNITED STATES OF AMERICA, *Territory of Kansas, ss :*

In the matter of the petition and complaint of Polly Skinner, administratrix of the estate of Phineas Skinner, deceased, before H. J. Strickler, auditor of public claims in Kansas Territory, Henry D. Oden, being duly sworn, deposes and saith: That in regard to the item of the robbery of the store, as set forth in said complaint, that he was well acquainted, as he believes, with the amount of goods in said store, he being almost every day in the same for some two months before, and all the time since its robbery, and that he is of the opinion there must have been \$2,500 worth of goods and groceries in the store when the same was robbed, which robbery was committed in part in his presence, as follows: he, said deponent, was in the store in the morning, and examined what amount, as he judged, in the aggregate was then in said store, for the purpose of purchasing the same of the administrators, and after leaving the store went into the prairie, where some individuals were cutting hay in plain view of said storehouse; and that while there he saw eight or nine men with a two-horse wagon ride and drive up to the front door of the storehouse in Elk City and get down and remain there about half an hour, and then leave; and that he went to the store in an hour or so afterwards, and found the door up stairs broken down, one of the windows in the store-room taken out, and the other broken in by the throwing a keg or box of rice through the same, as said rice was scattered about over the ground under said window; and that the goods still left in the store were scattered about over the counter and floor; and deponent further saith that from an examination he made of the amount immediately before and after those men went to the said store-room there must have been taken out at least \$600 worth of goods; and deponent further saith that, in confirmation of the fact that these men did at

that time take said goods from said storehouse, he had a conversation when they afterwards came to where he was with them, and they stated had it not been for the occurrence at Hickory Point, where they said their party was cut up by your party, (alluding to the deponent and others present,) that they would not have taken anything from Elk City; and deponent further saith that he knows that Mr. Skinner had a very considerable amount of property of other descriptions, such as bacon, stock hogs and cattle, wagons and mules, at and about Elk City, which he has good reason to believe was lost by the disturbances existing at the time in the Territory to said estate, because of the dread and refusal of any and every person to ride about on their horses, or to pass through the country from Elk City to Missouri, but the exact amount of which this deponent cannot say, but is of the opinion that the amount of property stated in the petition and complaint of the administratrix of said estate and the value given the same is not far from it, and is probably correct; and deponent further saith that the robbing of the store, as mentioned above, was about the 1st September, in the year 1856, and during the difficulties existing at that time in said Territory.

In testimony whereof, he has hereunto set his hand and seal this 25th November, 1857.

HENRY D. ODEN. [L. s.]

TERRITORY OF KANSAS, *Calhoun County, ss:*

Subscribed and sworn to before me, C. G. Allen, judge of the probate court of Calhoun county, this 25th November, 1857.

C. G. ALLEN,

Judge of Probate Court, Calhoun County, K. T.

UNITED STATES OF AMERICA, *Territory of Kansas, ss:*

In the matter of the petition and complaint of Polly Skinner, administratrix of the estate of Phineas Skinner, deceased, before H. J. Strickler, auditor of public claims for Kansas Territory.

Elwood Ballenger, being duly sworn, deposeth and saith: That some time during the month of September, 1856, and pending the Kansas difficulties of that season, he was passing near the store of Phineas Skinner, in Elk City, Kansas Territory, when he met or was accosted by several armed men, who then and there stated to him, and others in company with him, that they had taken from the store aforesaid, the day before, as many goods as they could haul or take away, and that they were going to take the balance that day; and that he is unable to state definitely what amount of goods was in said store, not being a competent judge, but that said store seemed to be about as full of goods as other stores in a new country and so far in the interior; and he is satisfied that the amount claimed in the petition of Polly Skinner, administratrix of said estate of said Phineas

Skinner, deceased, and here presented before H. J. Strickler, auditor of claims aforesaid, is not above the amount taken from said store, as he was in said store directly afterwards and saw what was left, and believes that goods to the value of twenty-five hundred or three thousand dollars must have been taken, as he believes, on the two occasions alluded to; and further, that he is unable to say by whom said goods were taken, as the persons who stated they had and would take the same were unknown to him.

And deponent further saith that a few days after he was in the company of Mr. William C. Willock, who had in his possession a horse belonging to the estate of Phineas Skinner, deceased, when said deponent and others were assailed by an armed band of seven or eight men, who demanded and compelled said Willock to give up the said horse of Phineas Skinner aforesaid, together with a respectable saddle and bridle on the same, and that deponent does not know who said individuals were; and further, that he has good reason to believe that said horse has never been recovered by the estate aforesaid; and further, that said horse and rigging were worth the sum of ninety dollars.

And deponent further saith that the same men who threatened to rob, and said they had already taken from the store aforesaid, stated also that they had tried to catch a certain bay horse belonging to H. D. Oden, and a black mule belonging to Phineas Skinner, which were running together in the prairie around the store, and that they would have said horse and mule if it took them three days to catch them; and that he afterwards saw said horse and mule hitched at the store, and in the possession of the same men; and that he has good reasons to believe the mule is totally lost to said estate, and that said mule was worth one hundred and fifty dollars; and further, that the men who took said mule were and are wholly unknown to said deponent.

And deponent further states that he knows Mr. Skinner had the amount of property of every description mentioned in the complaint of the said Polly Skinner aforesaid, and, moreover, believes that much of said property was lost to said estate by the disturbances in the Territory, as everybody, as far as he knows, was afraid to ride about through the country, or pass to and from the river, and that the amount in the several items mentioned by complainant is not more than he believes to have been lost to said estate in consequence of the disturbances aforesaid. In testimony whereof, he has hereunto set his hand and seal this 25th of November, 1857.

ELWOOD BALLENGER. [L. s.]

KANSAS TERRITORY, *Calhoun County, ss:*

Subscribed and sworn to before me, C. G. Allen, judge of the probate court of Calhoun county, Kansas Territory, this 26th of November, 1859.

C. G. ALLEN,
Judge of the Probate Court, Calhoun County, K. T.

In the matter of Polly Skinner, administratrix of Phineas Skinner, deceased, in her petition and complaint before H. J. Strickler, auditor of public claims for Kansas Territory.

Wm. C. Willock, being duly sworn, deposes and says: That some time about the 1st of September, in the year 1856, he was passing near the store of Phineas Skinner, at Elk City, in Kansas Territory, in company with Elwood Ballenger and others, when he was accosted by certain individuals whom he met in the road, and who inquired of him who was the owner of the store at Elk City, as also of some other property, mentioned in the petition of Polly Skinner, as presented before the auditor of public claims for Kansas Territory; and that they had the day before taken from the said store as much as they could haul or take away conveniently, and that they intended to take the balance that day; and deponent further says that he had the key of said store in his possession, and that he was pretty well acquainted with the amount of goods in said store, so far as he feels himself competent to judge of goods as presented to the eye, for that said store seemed to be as full of goods as stores generally are in a new country so far in the interior; and that he believes, from his knowledge of what was left in said store after being plundered—as stated by those men—that twenty-five hundred or three thousand dollars worth of goods must have been taken by the said individuals, according to their own statement; and further, that he afterwards saw seven or eight men go to the store with a two horse wagon, and remain there about half an hour; and is certain, from the appearance of the goods afterwards, that they took or stole a considerable amount of the same, but that he is wholly unable to say who those individuals were; and believes further that none of the goods so taken were ever recovered by the administrators of said estate.

And deponent further states that the same individuals said they had been trying to catch a certain bay horse belonging to Henry D. Oden, and a black mule of Mr. Skinner's, which were running together around Elk City the day before, and that they intended to have said horse and mule if it took them three days to catch them; and that he saw both the horse and mule hitched near the storehouse next day, in possession of the same individuals; and that he believes that the administrators of the estate aforesaid have never been able to recover said mule or obtain any compensation in any way for the same; and that said mule, in his judgment, was worth one hundred and fifty dollars; and further, that said individuals were and are wholly unknown to said deponent, he having never seen or heard of them before that day or since; and this deponent further states that whilst using a horse belonging to Mr. Skinner he was assailed by seven or eight armed men, and compelled to give up said horse contrary to his wish or consent, he being overpowered, and unable to defend and protect said horse; and that he does not believe the managers of Mr. Skinner's estate have ever been able to recover either the said horse or any remuneration for the same; and states further that a saddle, bridle, and blanket were taken with the aforesaid horse at the same time, and

that the horse and rigging were, in his opinion, worth ninety dollars; and that he does not know who were the persons forcibly taking said horse, as he never saw them before or since.

And deponent further says that to his knowledge Mr. Skinner had a very large amount of property at and in the neighborhood of Elk City, and that he has heard the petition of Polly Skinner read; knows that Mr. Skinner had all of said property mentioned in said complaint at the place aforesaid, and believes that much of said property was lost to the estate in consequence of the difficulties pending at that time in the Territory, the exact amount of which, however, this deponent is unable to say, but thinks the amount stated in the complaint already mentioned is very nearly or altogether correct; because deponent further states that everybody, so far as he knows, was afraid to ride about through the country or pass to and from Missouri, where the administrators of said estate reside, and who, consequently, were unable, as he believes, to come or send to the Territory in a proper time to collect or remove said property; and further this deponent says not.

In testimony whereof, he has hereunto set his hand and seal this 26th of November, 1857.

WILLIAM C. WILLOCK.

TERRITORY OF KANSAS, *County of Calhoun* :

Subscribed and sworn to before me, C. G. Allen, judge of the probate court of Calhoun county, Kansas Territory, this 26th of November, 1859.

C. G. ALLEN,
Judge of the Probate Court of Calhoun County, K. T.

In the matter of the petition and complaint of Polly Skinner, administratrix of the estate of Phineas Skinner, deceased, before the Hon. H. J. Strickler, commissioner and auditor of public claims in Kansas Territory.

Obadiah Tincher, being duly sworn, deposes and says: That he met Kemp M. Wood, administrator of the estate of Phineas Skinner, deceased, who said he was on his way to Elk City, where Mr. Skinner's property in Kansas was, for the purpose of collecting and securing as much of said property as possible; and who further says that, in consequence of the disturbances then existing in the Territory, he was afraid to proceed with the object aforesaid; and finally, in consequence of the appearance of two armed bands of men on the road, said Wood did turn back, as he said, because he was afraid to proceed, and left, to the knowledge of this deponent, a very large amount of property, scattered around Elk City, as this deponent believes, to the amount of seven or eight thousand dollars, such as is named in complainant's petition, and which this deponent believes was lost, because of a want of attention to the same at the proper time.

In testimony whereof, he has hereunto set his hand and seal this 27th of November, 1857.

OBADIAH ^{his} + TINCHER,
mark.

KANSAS TERRITORY, *Calhoun County, ss:*

Subscribed and sworn to before me, C. G. Allen, judge of the probate court of Calhoun county, Kansas Territory, this 27th of November, 1857.

C. G. ALLEN,
Judge of Probate Court, Calhoun County, K. T.

In the matter of Polly Skinner's petition, before the Hon. H. J. Strickler, commissioner and auditor of public accounts in Kansas Territory.

John J. McCarta, being duly sworn, deposes and says: That he has heard the petition of Polly Skinner read, and, in reference to the loss of certain mules mentioned in said petition, states that he saw a mule near Easton, branded with the letter S, which mule, he understood from others, but does not know the fact himself, belonged to Phineas Skinner's estate, and that he knows said mule was pressed and taken off by an armed band of men, and has good reason for believing that said mule has never been recovered by said estate, and that he considers said mule was worth \$125.

In testimony whereof, he has hereunto set his hand and seal this 27th of November, 1857.

JOHN J. McCARTA. [L. s.]

KANSAS TERRITORY, *Calhoun County, ss:*

Subscribed and sworn to before me, C. G. Allen, judge of the probate court of Calhoun county, Kansas Territory, this 27th of November, 1857.

C. G. ALLEN,
Probate Judge, Calhoun County, K. T.

Before the Hon. H. J. Strickler, commissioner for auditing claims in Kansas Territory.

Polly Skinner, administratrix of the estate of Phineas Skinner, deceased, says that the following described property, belonging to the estate of said Phineas Skinner, deceased, was, during the late difficulties in said Territory of Kansas, wrongfully taken by persons unknown to this claimant, and will be totally lost to said estate unless allowed, as by an act of Congress provided, to wit:

Bacon, of the value of	-	-	-	-	-	\$2,000 00
One hundred head of stock hogs, at \$6 per head	-	-	-	-	-	600 00
Eleven mules, of the value of \$125 each	-	-	-	-	-	1,375 00
One horse, of the value of	-	-	-	-	-	75 00
Two wagons, of the value of \$80	-	-	-	-	-	160 00

One hundred head of cattle, of the value of	-	-	\$1,500 00
Dry goods, groceries, and merchandise, such as is generally kept in the stores of a new country, of the value of	-	-	2,500 00
			8,210 00
			8,210 00

She states that the valuation put upon the above items, she believes, is not greater than their real value, and that she is unable to give a more particular account of the manner in which the property was taken and disposed of than the above, but believes that she can produce witnesses before the commissioner who will be able to give a more full and detailed account of all that transpired.

Polly Skinner, the claimant, makes oath and says that the matters and things stated in the above petition, as stated, are true.

POLLY SKINNER.

Subscribed and sworn to before me, H. J. Wolf, clerk of the Weston court of common pleas, in Platte county, Missouri.

In testimony whereof, I hereunto subscribe my name and affix the seal of said court, the same being a court of record, at office [L. s.] in the city of Weston, on this 20th day of November, A. D. 1857.

H. J. WOLF, *Clerk.*

Know all men by these presents, that I, Polly Skinner, of Platte county, Missouri, administratrix of the estate of Phineas Skinner, deceased, do hereby constitute and appoint Wilfred Middleton my true and lawful attorney and agent to present the above and foregoing claim for allowance before H. J. Strickler, and do all and everything necessary for the prosecuting and recovery of the same as fully as I myself could do were I personally present; hereby ratifying and confirming all he may legally do in the premises.

Witness my hand and seal this 20th day of November, A. D. 1857.

POLLY SKINNER, [L. s.]

Administratrix.

STATE OF MISSOURI, *County of Platte :*

Be it remembered, that on this 20th day of November, A. D. 1857, personally appeared before me, H. J. Wolf, clerk of the Weston court of common pleas within the county and State aforesaid, Polly Skinner, to me well known to be the person whose genuine signature is subscribed to the above power of attorney, and, in due form of law, acknowledged the same to be her act and deed.

In testimony whereof, I hereunto subscribe my name and affix the seal of said court, the same being a court of record, at [L. s.] office in the city of Weston, the day and year last above written.

H. J. WOLF, *Clerk.*

In the matter of the petition of Phineas Skinner's estate.

Petitioner, administratrix of estate, &c., claims for merchandise and horses, mules, cattle, and other property, taken or destroyed at Elk Creek, Jackson county, September, 1856, (the amount of General Strickler's award, No. 287) - - - - -	\$8,210 00
The proof is general—very few items specified, but strong and convincing as to heavy losses.	
Taking into consideration probabilities as to time, &c., the board deduct for the bacon, (scarcely proven) -	2,000 00
	<hr/>
And award, as inclusive of interest, &c., the balance -	6,210 00
	<hr/> <hr/>

EDWARD HOOGLAND.
 SAMUEL A. KINGMAN.
 HENRY J. ADAMS.

JULY 9, 1859.

No. 447.

PETITION.

To the honorable commissioners on claims in and for Kansas Territory, sitting and acting by virtue of "An act to provide for the adjustment and payment of claims," approved February 7, 1859:

Michael Hummer, your petitioner, respectfully represents to your honorable body: That at the time when the property hereinafter named was taken and destroyed, and damages sustained, he was a citizen of Kansas Territory, and that he has ever since been and is now a *bona fide* citizen of said Territory.

Your petitioner further represents that on the 13th day of November, A. D. 1855, at the county of Calhoun, now Jackson, he was the owner of a certain chestnut sorrel mare, six years old, and of the value of one hundred and fifty dollars; and that one Thomas Furgerson, and others of like bad character, who were members of a lawless band of marauders, wrongfully took the same during the disorder that prevailed from November 1, 1855, to December 1, 1856, to wit: on the said 13th day of November, 1855; and that your petitioner has not since heard of said mare, nor has he at any time received any compensation for said mare.

Your petitioner further avers that he has spent ten days hunting said mare, and that his time and expenses were worth the sum of twenty-five dollars.

Your petitioner further avers that on or about the 16th day of November, 1855, by certain lawless persons to him unknown, at the county aforesaid, his leather-top carriage was greatly damaged by cutting said leather top, cushions, and dash of said carriage to pieces,

and also that one wheel was carried away and badly broken and damaged, and that the damages aforesaid to the said carriage amount to sixty-five dollars, and that said damages were occasioned during the time of and in consequence of the disorder that prevailed in said Territory at said time.

Your petitioner further avers that on or about the 18th day of November, 1855, at the place aforesaid, sundry lawless persons threw down the fence of your petitioner, thereby exposing his two acres of corn, ripe and in the shock, to cattle, which destroyed the same; also, that said enclosure contained one hundred and fifty bushels of good merchantable corn, and that the said corn was worth fifty cents per bushel, and that the loss of said corn amounts to seventy-five dollars.

Your petitioner further avers that one Giddings and brothers, at the county aforesaid, and at the place where the aforesaid corn was growing, forcibly entered the dwelling-house of your petitioner and wrongtully detained the same from your petitioner for the space of six months, to his damage in the sum of one hundred dollars; and that the damages, losses, and expenses hereinbefore named, have all been sustained at the times above named, which was during the disorders that prevailed in said Territory of Kansas from November 1, 1855, to December 1, 1856; and that he, the said petitioner, has not received any compensation for any of the matters and things herein complained of, and that the said damages, losses, and expenses were occasioned in consequence and by reason of the disturbances in the Territory of Kansas between said November 1, 1855, and December 1, 1856.

Your petitioner therefore prays that the aforesaid claims for the loss of property taken and destroyed, and other injuries sustained as aforesaid, may be audited and paid as provided by law. The total amount of said claims is \$415.

M. HUMMER.

TERRITORY OF KANSAS, *Wyandotte County*, ss:

Michael Hummer, the aforesaid petitioner, being first duly sworn, deposeseth and saith that the several matters and things set forth in the above petition are, according to the best of his knowledge, information, and belief, true in substance and in fact.

M. HUMMER.

Subscribed by the said Michael Hummer in my presence, and sworn to before me this 29th day of June, A. D. 1859.

[L. s.]

J. STILLWELL STOCKTON,
Notary Public.

Recapitulation.

One sorrel mare	-	-	-	-	-	\$150 00
Ten days hunting mare	-	-	-	-	-	25 00
Two acres of corn	-	-	-	-	-	75 00
Damage to carriage	-	-	-	-	-	65 00
Dispossession of house	-	-	-	-	-	100 00
						415 00
						415 00

Depositions taken in support of a claim as stated in a certain petition filed with the commissioners appointed under the act entitled "An act to provide for the adjustment and payment of claims," by Michael Hummer.

TERRITORY OF KANSAS, *County of Jackson, ss:*

R. J. Fulton, called and sworn, desposes as follows: It was the general rumor in the neighborhood where myself and the claimant live that a mare belonging to said claimant had been stolen on or about the 13th of November, A. D. 1856. The value of the mare I should judge to be one hundred and fifty dollars, (\$150.) I was personally acquainted with the animal in question, having frequently seen her before the date above mentioned, but not since that time. It was the common belief of the neighbors that the mare was taken by one Thomas Furgerson, for whom I had a writ at the time, as "United States deputy marshal." At or near the time previously named I heard frequent mention made by people in the vicinity of the cutting up and destruction of a covered buggy belonging to the claimant, and also the destruction of his crop of corn.

R. J. FULTON.

Albert A. Pliley, called and sworn, deposes as follows: I was well acquainted with the mare belonging to Mr. Hummer, and should call her worth \$150. I came to the Territory shortly after the claimant lost his beast, and it was the general impression in the vicinity that it had been stolen, and such was my belief. The deponent further says that the claimant was the owner of a good leather-top buggy, and that when he came to the Territory he found the top seat and dash of said buggy cut to pieces and otherwise damaged, to the amount, in all, of at least \$60 or \$65. Witness further says that the corn crop on the claimant's farm on two acres of land was destroyed, and that one of Mr. Hummer's bitter political enemies was living immediately adjoining the field of corn destroyed in a house of the claimant's.

A. A. PLILEY.

TERRITORY OF KANSAS, *County of Jackson, ss :*

I, Wm. E. Bowker, justice of the peace, do hereby certify that R. J. Fulton and Albert A. Pliley appeared before me in said county, and having been by me duly sworn to tell the truth, the whole truth, and nothing but the truth, in a certain cause wherein Michael Hummer is claimant under the act entitled "An act to provide for the adjustment and payment of claims;" that the said R. J. Fulton and Albert A. Pliley were then and there examined as witnesses in said cause in behalf of the said claimant; that the said examination was reduced to writing by me, and that the same was subscribed by the said R. J. Fulton and Albert A. Pliley.

Given under my hand this 11th day of June, A. D. 1859.

WM. E. BOWKER,
Justice of the Peace.

In the matter of the petition of Michael Hummer.

Petitioner claims for—					
1. One sorrel mare taken	-	-	-	-	- \$150 00
2. Ten days hunting mare	-	-	-	-	- 25 00
3. Two acres of corn	-	-	-	-	- 75 00
4. Damage to carriage	-	-	-	-	- 65 00
5. Use of house	-	-	-	-	- 100 00
					<u>415 00</u>
1. The board allow for the mare	-	-	-	-	- 150 00
2. Two acres of corn -	-	-	-	-	- 75 00
4. Damage to carriage	-	-	-	-	- 65 00
Items 2 and 5 not proven.					
Amount proven	-	-	-	-	- 290 00
Add interest, 2½ years, at 6 per cent.					- 43 50
Total award	-	-	-	-	- <u>333 50</u>

EDW'D HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

JUNE 30, 1859.

No. 448.

ACCOUNT FOR LOSSES AND DAMAGES.

TERRITORY OF KANSAS, *Douglas County, ss:*

To the commissioners appointed to audit and certify claims under the provisions of "An act to provide for the adjustment and payment of claims," approved February 7, A. D. 1859, "to audit and certify all claims for the loss of property taken or destroyed, and damages resulting therefrom, during the disorder that prevailed from November 1, 1855, to December 1, 1856:"

James Herd, complainant, states that on the 1st day of June, A. D. 1856, and for some time previous thereto, he was an actual resident citizen of Douglas county and Territory aforesaid, and still is an actual resident citizen of said Territory, and was on the first day of June, A. D. 1856, the actual owner and in the peaceable enjoyment of the following property, to wit:

Ten acres of sod corn in this county on the claim that he then resided on, of the value of	-	-	-	-	-	\$180 00
Also two buffalo robes, of the value of	-	-	-	-	-	7 00
Five hundred rails, of the value of	-	-	-	-	-	25 00
Also one handsaw, two firmer chisels, and two planes, of the value of	-	-	-	-	-	8 00
Three bed quilts, at \$3 each	-	-	-	-	-	9 00
One batten door and double sash	-	-	-	-	-	2 00
One sack of meal	-	-	-	-	-	1 50
One musket gun	-	-	-	-	-	2 50
Two cows and one heifer, of the value of	-	-	-	-	-	78 00
Three hundred feet of flooring plank	-	-	-	-	-	12 00
Total amount	-	-	-	-	-	<u>324 00</u>

Complainant states that on the first or second day of June, A. D. 1856, a company of men called the Georgia company, came and camped near his dwelling, and while camped there took and carried away and destroyed said field of corn to feed their horses and mules with; said field of corn was worth \$180; there were ten acres in the field, and the corn was first rate sod corn that grew on the field the previous year; it was all gathered and in a pile close to the house, in the shock; I am satisfied there were 180 bushels, and corn was worth at that time \$1 per bushel. Said company of men also took and carried away two buffalo robes, of the value of \$7; they also burned up and destroyed about five hundred rails, of the value of \$25; also a handsaw, two chisels, and two planes, that were worth \$8; also three bed quilts or comforts, worth \$9; also one door and sash, of the value of \$2; also a sack of meal, 1½ bushel, worth \$1 50; one gun, worth \$2 50; also two cows and one heifer, worth \$78; also, three hundred feet of flooring plank, worth \$12; in all, of the value of

\$324. All of the above property was taken at or about the same date; one of the cows I gave \$28 for, the other \$25; the heifer was worth \$25. He further states he has never recovered said property back, nor any remuneration for the same. He therefore asks the commissioner to allow him the said sum of \$324, his loss and damages. He further states that the matters and facts set forth in the above petition are true in substance and in fact; and further saith not.

JAMES HERD.

James Herd, being duly sworn, says the matters and things set forth in the foregoing petition are true in substance and in fact.

JAMES HERD.

Sworn to before me and subscribed in my presence this 25th day of June, A. D. 1859.

CALEB S. PRATT,
Clerk of Probate Court, Douglas County, K. T.

Testimony in the matter of James Herd's petition for loss and damages.

TERRITORY OF KANSAS, *County of Douglas:*

Sidney Herd, of lawful age, being first duly sworn, deposeth and saith: I am a brother of James Herd, who has made and subscribed the above petition for loss and damages during the year 1856. Said James Herd was a citizen of Douglas county in the year 1856; he came to the Territory in April, 1855, and has resided in this Douglas county ever since, and resides here at this time. I know that he was the owner of a large lot of corn that was in a pen close to his dwelling; it was what corn he raised on ten acres of ground the year before; he broke the sod in 1855. I think, from the size of the pile, and the amount of corn that was in the field, there must have been from one hundred and seventy-five to two hundred bushels in the pile. Corn was worth during the year 1856 one dollar a bushel. I know that he was the owner of two buffalo robes, and that they were worth seven dollars. On or about the 1st of June, 1856, a company of Georgians came and camped close to his house, and took and fed and destroyed said penful of corn, to feed their horses and mules. Said company of men also took out of his house two buffalo robes, of the value of seven dollars; they also burned and destroyed about five hundred rails, the property of said James Herd, that were worth twenty-five dollars, and used the rails for wood; they also took and carried away out of his house three bed quilts or coverlids, one handsaw, three chisels, and two planes, of the value of about twenty dollars; they also took and destroyed one door and window sash, the property of complainant, of the value of two dollars; they also took an old musket gun, worth two dollars and a half, and a sack of meal, one bushel and a half, worth one dollar and a half; they also took and killed, for beef to feed their company, one cow and the heifer spoken

of, of the value of fifty-three dollars; and about the same time the free-State men took his other cow, of the value of twenty-five dollars. The Georgia company took and hauled away three hundred feet of flooring plank, worth twelve dollars. I know that my brother was the owner of all the above-described property, and that it was taken at the time mentioned in his petition. I resided with my father, close to my brother's house, and saw the property taken; and the value set on each article is reasonable and just. And further saith not.

SIDNEY HERD.

Sworn to and subscribed in my presence this 25th day of June, A. D. 1859.

CALEB S. PRATT,

Clerk Probate Court, Douglas County, Kansas Territory.

In the matter of the petition of James Herd.

Petitioner claims for corn destroyed and taken.....	\$180 00
Two cows and one heifer	78 00
Other property taken.....	66 00
	<hr/>
	324 00
Free-State men took one cow, \$25; rest taken by Georgia company.	
The case is sustained by the proof.	
Add interest, 2½ years, at 6 per cent.....	58 60
	<hr/>
Total award.....	382 60
	<hr/> <hr/>

EDW'D HOOGLAND.
 SAM'L A. KINGMAN.
 HENRY J. ADAMS.

No. 449.

I, Mary S. Pond, of Wabaunsee, Wabaunsee county, Kansas Territory, do solemnly certify and swear that during the months of April and May, 1856, I was boarding at the house of Benjamin Johnson, in Lawrence, Kansas Territory, and that when leaving his house, early in May, I left in the care of Mr. Johnson a trunk, containing wearing apparel and bedding, which trunk I have reason to believe was broken open and robbed of part of its contents by the mob who were engaged in the sacking of Lawrence on or about the 21st of May, 1856. The articles taken were as follows:

One silk dress, valued at.....	\$25 00
One bed quilt.....	5 00
Sundry small articles damaged and taken	5 00
	<hr/>
	35 00
	<hr/> <hr/>

And further the deponent saith not.

MARY S. POND.

WABAUNSEE, *May 3, 1859.*

KANSAS TERRITORY, ss:

Personally appeared Mrs. Mary S. Pond, and made oath to the truth of the foregoing statement before me.

CHAS. B. LINES,
Justice of the Peace.

WABAUNSEE, *May 3, 1859.*

I hereby certify that during the month of June, 1856, I brought from Mr. Benjamin Johnson's house in Lawrence a trunk for Mrs. Pond, resident of Wabaunsee; and, further, that the trunk had the appearance of having been broken open.

J. M. BISHEY.

WABAUNSEE, *May 3, 1859.*

Sworn to before me May 8, 1859.

EDW'D HOOGLAND,
Commissioner.

In the matter of the petition of Mary S. Pond.

Petitioner claims for wearing apparel, &c., taken and destroyed at Lawrence, May 21, 1859.....	\$35 00
The proof accompanying the petition, and the evidence in Benjamin Johnson's case, sustain the claim.	
Add interest, 2½ years, at 6 per cent.....	5 25
	<hr/>
Total award.....	40 25
	<hr/> <hr/>

EDW'D HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

JULY 1, 1859.

No. 450.

To the commissioners appointed under the act of February 7, 1859, to provide for the adjustment and payment of claims for losses in the Territory of Kansas from the 1st day of November, 1855, to the 1st day of December, 1856 :

Your petitioner, Joshua A. Davies, represents that he is a citizen of Kansas, and was such in the year 1856 ; that on or about the 1st day of September of that year he held a lease on a lot in the city of Leavenworth, on which he had erected a frame house, and had the same about completed and ready for the reception of his family. The building cost him, exclusive of any labor performed by himself in its erection, the sum of \$200. On the 2d day of September the petitioner and his family were compelled by Captain Fred. Emery, together with a number of other persons, to leave the city of Leavenworth and Kansas Territory, and to leave his property to the mercy of the armed mob then in possession of the city ; that when thus compelled to leave the country he was without money or means, and was unable to return until the following spring. On his return he found his house in the possession of and occupied by a German, who had formerly been a soldier in the army, who made additions and improvements to the house, dug a well on the lot, &c., and refused to give up the property ; in consequence of which the building proved an entire loss to your petitioner. He therefore asks that he be awarded the cost thereof, and interest on the same.

JOSHUA A. DAVIES.

Affirmed before me July 1, 1859.

EDWARD HOOLAND,
Commissioner.

George Russell, being duly sworn, says he is acquainted with the petitioner, Joshua A. Davies ; that he is a citizen of Kansas, and was such in the year 1856. In 1856 Mr. Davies built a house in the city of Leavenworth on a lot which I owned, and had leased or agreed to lease to him. The house was about completed. On or about the 2d day of September, 1856, the petitioner was driven off from the city and Territory, and did not return until the following spring. When he returned the property was in the possession of a Dutchman. A committee of us waited upon him after his taking possession of the house, in order to dispossess him. He came out with his shot-gun ; we took it away from him. He then drew from his pocket a revolver ; we also succeeded in getting it from him. He then attacked us with his stone hammer. We failed to get him out, and I think it was finally compromised by his agreeing to buy the lot, moved by the cries of the children and tears of his wife. The house built by Mr. Davies was a total loss to him ; he never received any compensation from any person for it, to my knowledge. I could not say positively what the

house was worth. I was not at the house until after additions had been made to it, but think it safe to say that it was worth about \$200.

GEORGE RUSSELL.

Sworn to before me July 1, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Joshua A. Davies.

The petitioner claims, for house in Leavenworth, \$200.

It does not appear from the testimony that the property was either taken or destroyed. When petitioner returned to Leavenworth the house was still there. If the property of petitioner, he is presumed to have had a legal remedy.

Rejected.

SAM'L A. KINGMAN.
EDWARD HOOGLAND.
HENRY J. ADAMS.

JULY 1, 1859.

No. 451.

WYANDOTTE, *K. T.*, June 29, 1859.

GENTLEMEN: Allow me, a citizen of this Territory for more than fifteen years, to call your attention to the following statement:

My oldest son, E. M. Armstrong, (being in his seventeenth year,) was learning the art of printing in the office of the "Free State," published at Lawrence, in this Territory, by Mr. R. G. Elliott, when said office was attacked, and the contents destroyed, May 21, 1856.

My son was rolling, and had on his shabbiest clothes; and his best ones, with some books he had in the office, were destroyed. The loss, as I then estimated it, allowing for the wear, was at least \$30—about \$25 for the coat, pants, vest, shirts, carpet-sack, &c., and \$5 for the books.

As vouchers for the truth of the above statement, I herewith enclose the affidavit of said R. G. Elliot and a letter addressed to myself by Josiah Miller, esq., which in part confirms my statement; and I trust that you will consider the evidence sufficient to justify you in allowing my claim.

Very respectfully, yours,

LUCY B. ARMSTRONG.

Sworn to, July 1, 1859, before me.

EDWARD HOOGLAND,
Commissioner.

R. G. Elliot, being duly sworn, says: That he was acquainted with E. M. Armstrong in the spring of 1856; that he was an apprentice in the printing office of this affiant; that on the 21st of May, 1856, his clothing and a number of books belonging to the said Armstrong, in the office of the "Free State" newspaper, were destroyed with the press and the other contents of said office, as he verily believes. The value of the clothing was some \$25. There was a Sunday suit of clothes, vests, shirts, and other clothing. The books were of the value of \$5.

R. G. ELLIOTT.

Sworn to before me and subscribed in my presence, June 27, 1859.

CALEB S. PRATT,

Clerk of Probate Court, Douglas County, K. T.

In the matter of the petition of Lucy B. Armstrong.

Petitioner claims for property destroyed at the sack of Lawrence	-	-	-	-	-	-	\$30 00
The evidence sustains the claim.							
Add interest, 2½ years, at 6 per cent.							4 50
Total award	-	-	-	-	-	-	<u>34 50</u>

EDWARD HOOGLAND.
HENRY J. ADAMS.
SAM'L A. KINGMAN.

JULY 1, 1859

No. 452.

WYANDOTT, K. T., July 4, 1859.

Your petitioners, members and chiefs of the Wyandott nation, would respectfully represent to the commissioners for the adjustment of claims that during the troubles that existed in this Territory, especially during the year 1856, a brick church erected by our people was burned down, including a large and valuable Sunday school library and other books properly belonging to the church, such as a pulpit Bible, hymn book, &c., on the morning of April 9, 1856. By whom the act was perpetrated is unknown to your petitioners, but believe the act originated out of the political troubles that then existed to a fearful extent in this Territory, and into which our people were drawn.

Your petitioners would further represent that, from the best data they can find, the cost of the church, Sunday school library, other

books, candlesticks, stoves, &c., was about \$6,000, and pray for indemnity for the said losses.

JOHN ^{his} × SARAHESS.

WM. ^{mark.} WALKER.

WM. ^{his} × JOHNSON.

MATTHEW ^{mark.} MUDEATER.

Sworn to before me July 1, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of the Trustees of the Methodist Episcopal Church.

WYANDOTT COUNTY, ss :

John Sarahess, being duly sworn, says: He is the head chief of the Wyandott tribe; lives in Wyandott county, about two miles from the city of Wyandott; was at his house and home there on the night when the Methodist Episcopal church and the Wyandott church was burned; saw the fire at a distance. It was a log church, 25 by 32; good shingle roof, floors, doors, and windows, all finished off; I am not a judge of its value, but think it was worth about \$1,400; there was a good stove in it, large, worth, with the pipe, \$30; there was a book-case in it; don't know much about the books or the value of them. Cannot say what was the size of the brick church; thinks it was 30 by 50 feet; had paid a good deal on it; had a good basement, good seats, all finished off and painted; must have cost about \$6,000; don't know how either of them came to be set on fire; there were two good stoves in the brick church, worth about fifty dollars.

JOHN ^{his} + SARAHESS.
^{mark.}

Witness: SAMUEL A. KINGMAN.

Sworn to before me July 4, 1859.

SAM'L A. KINGMAN,
Commissioner.

William Johnson, being duly sworn, says: He is a chief of the Wyandott tribe of Indians; and lived at the time of the burning of the two churches in Wyandott where he now lives, about a mile from the city of Wyandott. Saw the fire, but don't know by whom they were set on fire; has heard read the evidence of John Sarahess, and knows the facts therein stated to be true, and concurs with him in the valua-

tions put on the property destroyed. Both churches and their contents were destroyed by the fire.

his
WILLIAM + JOHNSON.
mark.

Witness: SAMUEL A. KINGMAN.

Sworn to before me July 4, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Matthew Mudeater, being duly sworn, says: That he is a Wyandott; lives about 2½ miles from the city of Wyandott; lived there at the time the two churches were burned in Wyandott; did not see the fire; and does not know who set them on fire, or why they were burned; both of the churches were burned. I have heard the testimony of the two preceding witnesses, and concur with them in their statements as to the buildings and the values given to them; I was acquainted with the buildings; have seen them often.

MATTHEW MUDEATER.

Sworn to before me July 4, 1859.

SAM'L A. KINGMAN,
Commissioner.

I, William Walker, a citizen of Wyandott, having resided in this Territory nearly sixteen years, and familiar with the political troubles, especially those of 1855 and 1856, state under oath: That I verily believe that the destruction of the two churches originated from the political troubles that then existed. Upon the organization of Kansas Territory in 1854 the political troubles commenced. A rivalry commenced between emigrants from the east and the south. There was a particular hostility against the emigrants who were supposed to have come into the Territory under the patronage of the so-called Emigrant Aid Society of Massachusetts. The southern emigrants had their partizans among the Wyandotts. The northern and eastern emigrants had theirs also. The Wyandotts in this way became involved in the political troubles. There were several instances in which avowed abolitionists were forcibly expelled from the Wyandott territory, by Wyandotts and white men acting together; this, with other acts, brought about acts of retaliation from the other party. The presence of white people among the Wyandotts had a great tendency to increase the difficulties arising from the division of the church.

WILLIAM WALKER.

Sworn to before me July 4, 1859.

SAMUEL A. KINGMAN,
Commissioner.

I, William Walker, a citizen of Wyandott, state under oath: That I estimate the value of the brick church, with all its fixtures, at four thousand five hundred dollars, and the log church, with its contents, at one thousand dollars.

WILLIAM WALKER.

Sworn to before me July 4, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of the Wyandott Nation.

WYANDOTT COUNTY, ss:

William Barnett, being duly sworn, saith: I am a missionary in charge of the Wyandott mission of the Methodist Episcopal church south; I reside in Wyandott city, in the Wyandott mission parsonage; have resided here as such missionary ever since 1855, except one year that my family resided among the Delaware nation. I know that the brick church, mentioned in the petition in this cause, was burned and entirely destroyed on or about the 9th of April, 1856. I did not see the church burn; am not prepared to say what the building was worth; it was about 45 by 35 feet; do not know the height—ordinary height for a church; had a basement story and was plainly but comfortably and appropriately finished off and furnished for use, and had in it when burned two Sabbath school libraries belonging to the church, worth about \$15 jointly.

Question. Do you know what led to the burning of that church, whether it was burned intentionally, and if so, by whom and why?

Answer. There had been for some years considerable feeling between what was known as the Methodist Episcopal church south and the church north. This feeling had in some measure subsided; but in 1854, during the administration of Rev. Mr. Chivington, that feeling was revived and continued until the burning of the churches, and for some time afterwards. The Kansas difficulties increased this state of feeling. I think the general impression was that the burning of the churches grew out of this state of feeling between the Wyandotts. The ground of difficulty between the two churches was the slavery question. That was my opinion, but I know of no particular facts connected with the burning from which to draw that conclusion. The facts connected with the burning are not known at all, at least not to me.

WM. BARNETT.

Sworn to before me this 5th day of July, 1859.

EDW'D HOOGLAND,
Commissioner.

In the matter of the petition of the Wyandott Methodist Episcopal Church South.

Petitioners claim in this case for the loss of a brick church and contents, destroyed by fire, \$6,000.

The Wyandotts had become citizens, but still retained their original organization so far as necessary to manage and dispose of their common property and interests. The claimants in this case are the representatives of the Wyandotts. The commissioners think the proof is sufficient to justify an award, and that the petitioners are the proper persons to apply for an award. Upon the whole proof we award, including interest, \$3,500.

HENRY J. ADAMS.
EDW'D HOOGLAND.
SAM'L A. KINGMAN.

JULY 4, 1859.

(See proof in No. 452.)

No. 453.

I, Asher P. Wyckoff, of Wyandott township, Kansas Territory, do declare: That during the summer of 1856, being a resident of Linn county, Kansas Territory, I was driven from my claim in Linn county, which I lost in consequence, worth \$500. That I was taken prisoner and kept from my family, and that my family had to leave the Territory, and, being exposed to the inclemency of the weather, which brought on serious sickness, I claim a damage of \$400; that I lost a mare and colt, by being robbed of them, worth \$150. I therefore claim for damages sustained in Kansas Territory \$1,050, in consequence of the social and political difficulty then existing in said Territory.

ASHER P. WYCKOFF.

Sworn by me this 1st day of July, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Asher P. Wyckoff.

WYANDOTT COUNTY, ss:

John W. Wyckoff, being duly sworn, says: That he is the son of the petitioner; that his father is a citizen of Kansas and was such in the year 1856; in that year he resided in Linn county in this Territory; he was the owner of a mare and colt, such a one as described in the petition which he now presents; they were worth \$150. Some time in the month of June of that year, perhaps about the 20th, he left home with the mare and colt, intending to go to Nebraska City to

procure a house for his family; the difficulties had become so bad in the Territory he considered it best to remove. I did not again see him, I think, until in the month of October; we then met in the State of Iowa: the family having fled from Kansas for safety, and having given notice of that fact through the newspapers, which were received by him in Nebraska and enabled him to find us. When he found us he had lost the mare and colt. Before he left home he had been taken prisoner by a band of armed men, organized in the neighborhood where we lived; he had escaped from them and was in danger, and was compelled to leave for safety. After he joined us in Iowa I learned that soon after his leaving home for Nebraska he had been again arrested and robbed of the mare and colt. The property has never been recovered, nor has any compensation been received therefor, to my knowledge.

JOHN W. ^{his} X WYCKOFF.
mark.

Sworn by me this 1st day of July, 1859.

HENRY J. ADAMS,
Commissioner.

Henry Clay Wyckoff, being sworn, says: He is a son of the petitioner; that he has heard the foregoing testimony of his brother read, and that it is true in every respect.

HENRY CLAY ^{his} X WYCKOFF.
mark.

Sworn to before me this 1st day of July, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Asher P. Wyckoff.

1. Petitioner claims for loss of claim by being driven off	-	\$500
2. Damages for lost time, sickness, &c., by being taken and kept prisoner and family having to flee	- - -	400
3. Loss of mare and colt	- - - - -	150
		1,050
		1,050

First and second items inadmissible.

Slight proof as to the other. Award - - - - - 150

SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

JULY 4, 1859.

No. 454.

TERRITORY OF KANSAS, *Leavenworth County*, ss :

To the honorable the board of commissioners appointed to audit and certify all claims for the loss of property taken or destroyed, and the damages resulting therefrom, during the disorder which prevailed from November 1, 1855, to December 1, 1856 :

The undersigned, Robert Samuel Merchant, your petitioner, respectfully showeth : That some time about the month of May or June, 1856, the precise day on which the three story stone hotel in the city of Lawrence, in Douglas county, in said Territory of Kansas, was destroyed by order of Marshal Donaldson, of said Territory, your petitioner was summoned by said Marshal Donaldson as a member of a posse of some three or four hundred on that occasion; that your petitioner, on arriving at Lawrence on that occasion, by order of said Marshal Donaldson, hitched his horse in said city of Lawrence; and which said horse was then and there taken possession of, and pressed into the service of the military companies then marshalling and mustering in the immediate vicinity of said city of Lawrence, known as the free-State army or free-State party; that your petitioner regards the taking of said horse as the result of the disorder which prevailed in said Territory from November 1, 1855, to December 1, 1856, on account of the political differences between the free-State and pro-slavery parties; your petitioner states that he did not voluntarily contribute said horse, nor did he have the least intention to do so; that he, your petitioner, is now, and was, at the time of the taking of said horse, a citizen of Leavenworth county, in said Territory; and that said horse was a bay with a star in his forehead, about eight or nine years old, fifteen and a half hands high, and worth one hundred and forty dollars; and that with him was taken a saddle and bridle worth thirteen dollars; that said horse, saddle and bridle, were never recovered, but lost to petitioner; your petitioner therefore prays your honorable body to audit, allow and certify, the value of said horse, saddle and bridle, at one hundred and fifty-three dollars; your petitioner further states that he is able to make abundant proof of said loss and the value thereof, and offers in support thereof the following testimony.

ROBERT S. MERCHANT.

Sworn to and subscribed before me on this 2d day of July, A. D. 1859. Witness my hand and notarial seal.

[L. s.]

C. E. SCHOLLKOPF,
Notary Public.

At the same time and place came William G. Sharpe, of lawful age, who, being by me first duly sworn, on his oath, states : That he knows the petitioner, Robert Samuel Merchant; was with him at Lawrence at the destruction of the stone hotel in May or June, A.

D. 1856, both acting under the orders of Marshal Donaldson; when we were ordered to dismount and hitch our horses, I saw said Merchant hitch his bay horse aforesaid at said city of Lawrence; which horse during that day was pressed and taken into the service of the free-State army, or companies of free-State men then organizing; and said Robert Samuel Merchant thereby lost said horse entirely; and having resided near and being on terms of close intimacy with said Merchant, I am positive that he has never recovered said horse; said horse was a bay about eight years old, fifteen and a half hands high, had a star in his forehead, and was worth one hundred and forty dollars; the saddle and bridle on said horse at the time he was taken was taken with him, and was worth about thirteen dollars.

W. G. SHARPE.

Sworn to and subscribed before me this 2d day of July, A. D. 1859.
As witness my hand and notarial seal.

[L. S.]

C. E. SCHOLLKOPF,
Notary Public.

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

I, H. C. Fields, clerk of the probate court within and for the county and Territory aforesaid, do hereby certify that C. E. Schollkopf, whose genuine signature is affixed to the foregoing acknowledgments, was, at the time of signing the same, a notary public, duly authorized by law to take such acknowledgments, and that full faith and credit are due to all his official acts as such.

Witness my hand and the seal of said court, (which is a court of record,) this 2d day of July, A. D. 1859.

H. C. FIELDS, *Clerk,*
By WM. C. McCLELLAND, *Deputy Clerk.*

TERRITORY OF KANSAS, *Leavenworth County, ss :*

In the matter of the application of Robert Samuel Merchant to the commissioners appointed to audit and allow claims for losses growing out of the general disturbances in said Territory from November, 1855, to December, 1856.

Said R. S. Merchant, in support of said claim, having heretofore presented the testimony of William G. Sharpe, now presents as a witness Robert H. Calvert, who, being duly sworn, on his oath, states : That he was at the destruction of the hotel in the city of Lawrence, in Kansas Territory, in the month of May or June, A. D. 1856. I know that said Robert S. Merchant was there; that he took there with him on that day a bay horse, about eight years old, about 15½ hands high. I know that he was hitched by said R. S. Merchant in said town of Lawrence, and was, during that day, taken by some person

unknown to affiant, and as affiant is fully satisfied and believes was pressed into the service of some military company, then in the vicinity of Lawrence. Affiant further states that said R. S. Merchant did not intend, at any time, to contribute said horse to any such services; and being his near neighbor and in close intimacy with him ever since, I am certain that he never recovered said horse, nor any pay for him. I am also satisfied the loss of said horse grew out of the difficulties between the pro-slavery and free-State parties in this Territory, between the 1st of November, 1855, and the 1st of December, 1856; and that said horse was worth \$140; that with said horse was taken a saddle and bridle belonging to said Merchant, worth \$13.

ROBERT H. CALVERT.

TERRITORY OF KANSAS, *Leavenworth County, ss:*

Be it remembered that on this 5th day of July, A. D. 1859, personally appeared before me the undersigned, clerk of the county and Territory aforesaid, Robert H. Calvert, and after being duly sworn according to law, says that the foregoing account or claim is just and correct, to the best of his knowledge and belief.

Sworn to before me and signed in my presence this 5th day of July, A. D. 1859.

H. C. FIELDS, *Clerk.*
By WM. C. McCLELLAND, *Deputy Clerk.*

In the matter of the petition of Robert Samuel Merchant.

Petitioner claims for—

One horse, saddle, and bridle, lost by him in the attack on Lawrence, May 21, 1856. He swears he was serving in the marshal's posse, and values said property at - \$153 00

His participation in the attack is fully proven, and the loss of the horse. The horse ridden by Captain Shaumbert, and killed at the attack on Titus's house, was regarded as property taken or destroyed in the war, and allowed for accordingly. The above claim is allowed.

Add interest, 2½ years, at 6 per cent. - - - 22 95

Total award - - - - 175 95

EDWARD HOOGLAND.
HENRY J. ADAMS.
SAMUEL A. KINGMAN.

JULY 9, 1859.

No. 455.

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

To the honorable the commissioners appointed to audit and certify all claims for the loss of property taken or destroyed, and damages resulting therefrom, during the disorder which prevailed from November 1, 1855, to December 1, 1856 :

The undersigned, Lewis Burnes, your petitioner, respectfully states that during the aforesaid disturbances, and about the month of August A. D. 1856, he was a resident of Salt Creek valley, in Leavenworth county, in Kansas Territory; that the disturbances growing out of the political differences between the pro-slavery and free-State parties being then approaching its greatest height, that about that time your petitioner was engaged in farming, and had his stock running about his residence at large in said Salt Creek valley; that the Kickapoo Rangers, a military company engaged actively in the disorders growing out of the aforesaid disturbances, took possession of two horses and two mules of your petitioner, as they were running at large near the residence of himself and family in Salt Creek valley aforesaid; that one of said mules, a light bay, about five or six years old, was never recovered by your petitioner; that he recovered the two horses about two or three weeks after they were taken by said Rangers. Your petitioner recovered one of said mules after the close of said disturbances, being about six weeks deprived of the services of said mule. The other mule your petitioner states he never did recover, nor hear of after he learned it had escaped from the Kickapoo Rangers, and had probably been recaptured by another military company engaged in the service with the said Kickapoo Rangers. Your affiant and petitioner states that said mule, so taken and never restored to him, was a valuable young mule, from fourteen to fifteen hands high, and worth the full sum of one hundred and fifty dollars. Your petitioner further states that he sustained damages on account of being deprived of the use of said mules and horses to the amount of at least one hundred dollars, and that said mules and horses were none of them returned or delivered to your petitioner, but that he lost much time and expended much money in hunting and searching for the recovery of said stock, amounting to at least the sum of fifty dollars, for all of which, with the value of the unrecovered mule, amounts to the sum of three hundred dollars; all of which your petitioner prays you may audit and allow, or so much thereof as you may deem just and right. Your petitioner further states that he is now and was, at the taking of said stock, a resident of Leavenworth county, Kansas Territory.

LEWIS BURNES.

THE TERRITORY OF KANSAS, *Leavenworth County, ss :*

Before me, George O. Sharpe, personally appeared Lewis Burnes, who is well known to me as a resident of the county and Territory aforesaid, who, being first duly sworn, on his oath, says that the matters and things set forth in the foregoing petition are true to the best of his knowledge, information, and belief; and I also believe that the captain, lieutenants, or other officers of said company, are not in this county, nor do I believe in the Territory.

GEORGE O. SHARPE,
Justice of the Peace.

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

I, H. C. Fields, clerk of the probate court within and for the county and Territory aforesaid, do hereby certify that George O. Sharpe, whose genuine signature is affixed to the foregoing acknowledgment, was, at the time of signing the same, a justice of the peace of said county, duly authorized by law to take such acknowledgment, and that full faith and credit are due to all his official acts as such.

Witness my hand and the seal of said court, (which is a court of [L. s.] record,) this third day of July, A. D. 1859.

H. C. FIELDS, *Clerk.*
By WM. C. McCLELLAND, *Deputy Clerk.*

TERRITORY OF KANSAS, *Leavenworth County, ss :*

Personally appeared before the undersigned, a justice of the peace in and for said county, William Hobbs, who, being by me duly sworn, deposeth and saith: That about the first of August, A. D. 1856, two mules and two horses were pressed into service whilst running on the prairie; said mules were the property of Lewis Burnes as well as the horses, and I know they were taken without the knowledge of Lewis Burnes and used by different persons in the company known as the Kickapoo Rangers, commanded by Captain J. W. Martin, and which company continued in the field during and to the close of the disturbances between the pro-slavery party and Lawrence and General Lane parties in that year; said horses and mules were used in said company some two or three weeks, until one of the men, riding one of the mules in the company, was better suited in a saddle horse, and turned the mule loose on the prairie, somewhere in Jefferson county, beyond Stranger; I have never heard of said mule since and believe it entirely lost to said Burnes; the mule was a light bay or nearly sorrel; the mule was about five or six years old, between fourteen and fifteen hands high, and was worth about one hundred and fifty dollars; said

Lewis Burnes was not a member of Captain Martin's company, nor was he with said company.

WILLIAM HOBBS.

Sworn to and subscribed before me this 1st day of July, 1859.

GEORGE O. SHARPE,
Justice of the Peace.

And at the same time and place personally appeared before me the undersigned, a justice of the peace as aforesaid, J. M. Robinson, who, being duly sworn, deposeth and saith: That about the first of August, 1856, there were pressed into the service of a company known as the Kickapoo Rangers, by some of its members, a mule and a horse, or pony, which were on the prairie in Salt creek valley, which were the property of Lewis Burnes, near the residence of the said Lewis Burnes where he then resided with his family; I know the mule and pony were taken without said Burnes's knowledge or consent; they, the mule and horse, were used in the company, but finally the mule was turned loose, or at least I saw it running loose, and some one said it ought to be caught; others said no, let it run, Burnes was able to lose it; but afterwards I saw men of another company from Delaware City of this county after the mule, and I suppose it was caught by them; the Kickapoo Rangers were then out in the field; this was during their service in the disturbances between the pro-slavery party and the General Lane and Lawrence parties in 1856, prior to the first of December, 1856. The above-mentioned mule was a light bay, I think, about six years old, and an average mule for size; worth about one hundred and fifty dollars; I never heard of the mule being found and believe it was lost to said Burnes entirely; I understood and believe that more of Burnes's stock was pressed, but know but little of it; Lewis Burnes was not out with the company, nor was he at any time in the service that I know of during the disturbances of the wars.

J. M. ROBINSON.

Sworn to and subscribed before me.

GEORGE O. SHARPE,
Justice of the Peace.

I do hereby certify that the above-mentioned W. Hobbs and J. M. Robinson are both known to me, and were by me sworn, and in my presence made the above statements under oath and in my office, and by me written down.

GEORGE O. SHARPE,
Justice of the Peace.

KICKAPOO CITY, July 1, 1859.

In the matter of the petition of Lewis Burnes.

Petitioner claims for loss and damage to property, \$300; no special damage proven. The mule lost is proven to be worth about \$150; an award for that amount is supposed sufficient to cover the loss and interest and is allowed, \$150.

SAMUEL J. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JULY 4, 1856.

No. 456.

To the board of commissioners appointed to receive proof of claims under the act of February 7, 1859:

The petitioner, Alexander A. Davis, states: That he is a citizen of Kansas and has been since the month of August, 1856; that on or about the 28th day of August, 1856, your petitioner sustained loss by reason of the political difficulties prevailing in the Territory, amounting to the sum of two hundred and fifty dollars; that said loss consisted of two mares, one a dark brown or black, the other a light bay with a bald face; each of said mares was valued at one hundred and twenty-five dollars; that said mares were taken from him without his consent and by force, by one F. G. Palmer, for the use of the pro-slavery forces in Colonel Stringfellow's regiment; that no part of the loss herein mentioned has ever been paid to your petitioner, nor has he ever recovered any part of the property above described and lost as aforesaid.

Your petitioner asks that his petition and proof may be taken into consideration by your honorable board, and an award be made for the said sum of \$250.

ALEXANDER A. DAVIS.

Subscribed in my presence and sworn to before me this 30th day of June, A. D. 1859.

[L. s.]

JOHN W. DAY,
Clerk Probate Court.

TERRITORY OF KANSAS, *Jefferson County, ss:*

J. C. W. Davis, being duly sworn, on his oath, says: That he is a citizen of Kansas and has been since the month of August, 1856; that he is a brother to Alexander A. Davis, whose petition is hereto appended; that he is personally acquainted with the circumstances connected with the loss set forth in his said petition; that on or about the 28th day of August, 1856, he saw one F. G. Palmer take, without the said Alexander A. Davis's consent and by force, the mares in said

Alexander A. Davis's petition described; that he estimates said mares to be worth each one hundred and twenty-five dollars; that the statements made in said Alexander A. Davis's petition are true to the best of his knowledge, information, and belief, in substance and in fact.

J. C. W. DAVIS.

Subscribed in my presence and sworn to before me this 30th day of June, A. D. 1859.

[L. s.]

JOHN W. DAY,
Clerk of Probate Court.

In the matter of the petition of Alexander A. Davis.

Petitioner claims for loss of two horses	-	-	-	\$250	00
Sustained by the proof.					
Add interest, 2½ years, at 6 per cent.	-	-	-	37	50
Total award	-	-	-	287	50

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JULY 4, 1859.

No. 457.

To the board of commissioners appointed to receive proof of claims under the act of February 7, 1859 :

The petitioner, William Hosford, on behalf of Benjamin Underwood, states : That the said Benjamin Underwood is a citizen of Kansas, and has been since the month of August, 1856 ; that on or about the 28th of August, 1856, the said Benjamin Underwood sustained loss by reason of the political difficulties prevailing in the Territory, to the amount of one hundred and fifty dollars, consisting of a large "clay-bank" horse ; that said horse was taken from him without his consent and by force, by one Captain F. G. Palmer, for the use of the pro-slavery forces in Colonel Stringfellow's regiment ; that no part of the loss herein mentioned has ever been paid to said Benjamin Underwood, nor has he ever recovered the said property, lost as afore-said ; that business has called said Benjamin Underwood from this Territory to Iowa, and he cannot appear before your honorable board by his own petition.

Your petitioner asks that his petition and proof, on behalf of said Benjamin Underwood, may be taken into consideration by your honorable board, and an award be made for the said sum of one hundred and fifty dollars.

WILLIAM HOSFORD.

TERRITORY OF KANSAS, *Jefferson County, ss:*

I, William Hosford, do solemnly and sincerely declare and affirm that the statements made in the foregoing petition are, to the best of my knowledge, information, and belief, true in substance and in fact.
 WILLIAM HOSFORD.

Subscribed in my presence and affirmed before me this 1st day of July, 1859.

[L. s.]

JOHN W. DAY,
Clerk Probate Court.

TERRITORY OF KANSAS, *Jefferson County, ss:*

Daniel Low and J. C. W. Davis, each being duly sworn, on their oath depose and say: That Benjamin Underwood is a citizen of Kansas, and has been since the 3d day of May, 1856; that said Benjamin Underwood sustained loss by reason of the political difficulties prevailing in the Territory in the year 1856, to the amount of one hundred and fifty dollars in property, consisting of a large clay-bank horse; that said horse was taken without his consent and by force, on or about the 29th day of August, A. D. 1856, by one Captain F. G. Palmer, for the use of the pro-slavery forces under command of Colonel Stringfellow's regiment; that no part of said loss has ever paid to the said Benjamin Underwood, nor has he ever recovered said property, or any part thereof; that said Benjamin Underwood is now absent from the Territory on business.

J. C. W. DAVIS.
 DANIEL LOW.

Subscribed in my presence and sworn to before me this 27th day of June, A. D. 1859.

[L. s.]

JOHN W. DAY.
Clerk Probate Court.

In the matter of the petition of Benjamin Underwood.

The petitioner claims for loss of one horse of the value of	\$150 00
The loss is sustained by the proof.	
Add interest, 2½ years, at 6 per cent.	22 50
Total award	<u>172 50</u>

SAMUEL A. KINGMAN.
 HENRY J. ADAMS.
 EDWARD HOOGLAND.

JULY 4, 1859.

No. 458.

To the board of commissioners appointed to receive proof of claims under the act of February 7, 1859 :

The petitioner, William H. Coffin, states that he is a citizen of Kansas, and has been since the month of April, A. D. 1855; that between the 1st day of November, 1855, and the 1st day of December, 1856, he sustained loss by reason of the political difficulties prevailing in the Territory, amounting to the sum of one hundred and thirty dollars, the property lost consisting of one large bay horse, for which your petitioner paid, but a few weeks previous, in cash, the said sum of one hundred and thirty dollars; that on or about the 1st day of September, 1856, said horse was taken from your petitioner's agent, Mr. John Critchfield, by an armed body of men then camped on Little Stranger creek, near the widow Critchfield's residence, and taken from her enclosure without the consent of your petitioner's said agent, and by force; that no part of the loss herein set forth has ever been paid to your petitioner, nor has he ever recovered said horse.

Your petitioner asks that his petition and proof may be taken into consideration by your honorable board, and an award be made for the amount herein claimed.

WILLIAM H. COFFIN.

TERRITORY OF KANSAS, *Jefferson County :*

I, William H. Coffin, do solemnly and sincerely declare and affirm that, according to the best of my knowledge, information, and belief, the facts set forth in my foregoing petition are true in substance and in fact.

WILLIAM H. COFFIN.

Subscribed in my presence and affirmed before me this 30th day of June, A. D. 1859.

[L. s.]

JOHN W. DAY,
Clerk Probate Court.

TERRITORY OF KANSAS, *Jefferson County, ss :*

Jerry Critchfield, being duly sworn, on oath says : That he is acquainted with William H. Coffin, and has been since the spring of 1855; that he knew the horse described in said William H. Coffin's petition to the board of commissioners appointed to receive proof of claims under the act of February 7, 1859; that on or about the 15th of September, 1856, he saw said horse in the possession of the proslavery forces under command of Captain A. B. Miller; that according to the best of his knowledge, information, and belief, the facts set forth in the said petition of William H. Coffin, are true in substance and in fact.

JERRY CRITCHFIELD.

Subscribed in my presence and sworn to before me this 30th day of June, A. D. 1859.

[L. s.]

JOHN W. DAY,
Clerk of Probate Court.

In the matter of the petition of William H. Coffin.

The petitioner claims for loss of horse.....	\$130 00
The proof sustains the claim.	
Add interest, 2½ years, at 6 per cent.....	19 50
	<hr/>
Total award.....	149 50
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SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

JULY 4, 1859.

No. 459.

To the commissioners of claims appointed under the act of February 7, 1859:

Your petitioner, Jasper R. Perkins, states: That he is a citizen of Kansas, and has been since April, 1856; that during the month of August or September, 1856, a yoke of oxen, the property of petitioner, was taken away from him by a body of armed men, said to be from South Carolina, and "pressed" into their service in their expedition to Lawrence. The oxen were worth eighty dollars. Six months or so afterwards one of the oxen was recovered, after repeated efforts of your petitioner and the consequent expenses of the search. Your petitioner states the remaining ox was not at that time nor has been since heard from by your petitioner, and is to him a clear loss. With this statement, the premises considered, your petitioner asks the commissioners to grant him such aid and indemnity as to them under the circumstances may seem fit; and, as in duty, &c., he will ever pray.

JASPER R. PERKINS,
Per R. C. FOSTER, JR.

WYANDOTTE COUNTY, ss:

R. C. Foster says he is the agent for petitioner, who is now absent from Wyandotte county, and that the statements of the foregoing petition are true.

R. C. FOSTER, JR.

Sworn to before me July 4, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Jasper R. Perkins.

WYANDOTTE COUNTY, ss :

R. C. Foster, being duly sworn, says : That the petitioner, Perkins, is a citizen of Kansas, and has been since the spring of 1856; that in the summer or fall of that year, while petitioner was living in Delaware, Leavenworth county, a yoke of oxen belonging to him, of the value of eighty dollars, was, without his leave or consent, taken from him by a body of armed men from South Carolina, and pressed into service. Several months afterwards one of said oxen was recovered at a cost of ten dollars at least. The other ox never was recovered, nor has petitioner ever got any compensation for him, to my knowledge. He has no other witness in this county, that I know of, by whom the above facts can be proven.

R. C. FOSTER, JR.

Sworn to before me July 4, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Jasper R. Perkins.

The petitioner claims in this case for loss of a yoke of oxen, one recovered.....	\$50 00
The proof sustains the claim. Add interest.....	7 50
Total award.....	57 50

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

JULY 4, 1859.

No. 460.

To the commissioners of claims appointed under the act of February 7, 1859 :

Your petitioner, Ulysses T. Shipp, represents : That he is a citizen of the Territory of Kansas, and was such in the year 1855 ; that in the year 1855, about the 1st of November, his house was torn down and his goods and property destroyed by a band of armed men from the vicinity of Parkville and Delaware city, and he was compelled to leave the place with his family ; the loss of property to him at that time was \$100, or over. Afterwards, in the year 1856, he was engaged in farming and gardening in the vicinity of Leavenworth City :

that about the 1st of September of that year he had on hand a large quantity of garden vegetables, which he had contracted to sell at Fort Leavenworth; that about that time a party of armed men, said to be Captain Buchanan's men, came to his house and took, ate, and destroyed the larger part of his produce and property; this annoyance and destruction of property continued until after the arrival of Governor Geary in the Territory; the losses sustained by the petitioner at this period was at least \$200, making an aggregate loss of \$300.

ULYSSES T. SHIPP.

Sworn and subscribed before me this 4th day of July, 1859.

HENRY J. ADAMS.

Rebecca C. Shipp, being duly sworn, says: She is the wife of the petitioner; that he resided in the Territory of Kansas in the year 1855 and 1856, and does now; in the year 1855 we resided west of Delaware city, on Nine-Mile creek; the country, about November of that year, was infested by marauding parties of armed men; they frequently came to our house and ordered us to leave the country; made many threats in case we did not; they came there three times in one day, first in the morning early, before breakfast; we were compelled to leave for safety; when leaving, a part of our furniture and goods were left behind, which were destroyed and lost; the house was also destroyed after we left it; the value of the property thus lost was at least \$100. In the year 1856 we resided near the city of Leavenworth in what is now South Leavenworth; we had a large and fine crop of vegetables, and had we not been disturbed would have made several hundred dollars; nearly everything was destroyed; we did not save sufficient to live on ourselves during the winter. In the month of August and September, 1856, our house and place was frequently visited by bands of armed men, who, from time to time, took and destroyed nearly everything; they would ride their horses into the field and garden, take corn, potatoes, or anything else they might fancy, and carry them off, trample and destroy the vines, &c.; would go into the house and cellar, eat and carry off anything that suited them, and destroy whatever they did not choose to take; the value of the property thus destroyed could not have been less than \$400 or \$500. The crops were destroyed, fences torn down, and cattle and stock allowed to run wherever they chose; the destruction of property was complete.

REBECCA C. SHIPP.

Sworn by me this 4th day of July, 1859.

HENRY J. ADAMS,
Commissioner.

I hereby certify that the garden for which Mr. Shipp makes this claim was situated in South Leavenworth, and was frequently seen by me during the summer of 1856, and from my recollection of it might be of the value claimed. Of its destruction I know nothing, but from the disorder prevailing in that region during that summer and fall I should think its destruction extremely probable. I was living in Leavenworth at that time.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Ulysses T. Shipp.

Petitioner claims for one house burned about November 1, 1855	\$100
Garden destroyed, worth	200
	<hr/>
	300
	<hr/> <hr/>

The evidence is uncertain as to date of burning of house—not shown within the time specified by law. The proof in regard to loss of garden is satisfactory as to the facts. Upon the whole proof we award \$200.

EDWARD HOOGLAND.
HENRY J. ADAMS.
SAMUEL A. KINGMAN.

JULY 5, 1859.

No. 461.

John Spaulding respectfully represents: That he is a resident of Kansas Territory, and has been a resident of said Territory since the month of September, 1855; that since that time he has resided on a claim about five miles from Lawrence; that on the 1st of September, 1856, this petitioner was the owner of one yoke of work cattle of the value of \$120; that on said 1st day of September, 1856, the said cattle were running near the house of Mr. C. C. Emery, a neighbor of the petitioner, and that during the night of said 1st of September a body of men, under Stringfellow and others, drove off the said yoke of cattle, and this petitioner never recovered them again, though seeking diligently for them afterwards; and your petitioner further states that he never received any remuneration for said loss in any manner or form whatever, and prays that he may be allowed for said loss, as in such cases made and provided.

Schedule.

One yoke of cattle	\$120
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JOHN SPAULDING.

John Spaulding, being duly sworn, upon oath says, that the matters and things set forth in the foregoing petition are true and correct.

JOHN SPAULDING.

Sworn to before me and subscribed in my presence June 27, 1859.

CALEB S. PRATT,

Clerk of Probate Court, Douglas County, K. T.

C. C. Emery, being duly sworn, says: That he has lived on the claim adjoining that of the petitioner, John Spaulding, since June, 1855, and has been acquainted with said Spaulding since the fall of 1855; that on the 1st of September, 1856, the said Spaulding was the owner of one yoke of cattle of the value of \$120; the cattle were sold to said Spaulding by this affiant; that on said day, viz: September 1, 1856, an armed body of men, under Stringfellow and others, had possession of the country around about the house of Mr. Spaulding, and nearly every citizen living in the vicinity left their homes, through fear of said body of men, and went to Lawrence, among whom was Mr. Spaulding; that the cattle of Mr. Spaulding and of this affiant were running together on the said 1st day of September, 1856, as this affiant saw that day; that during the night of the 1st of September the said body of men drove off a portion of the said drove of cattle, and among the cattle thus driven off was the said yoke of cattle belonging to Mr. Spaulding; this affiant saw said yoke in the drove aforesaid on the 1st of September, and on the 2d day of September following he visited the said drove, and the said yoke of cattle was not in the drove; the said yoke of cattle was not yoked together. Mr. Spaulding could not have remained at home with safety during the 1st and 2d of September, 1856, and could not exercise any care of said cattle during that time on account of said armed body of men; that the said Spaulding never recovered said cattle, as this affiant verily believes, nor any compensation whatever, to the knowledge of this affiant.

CHARLES C. EMERY.

Sworn to before me and subscribed in my presence June 27, 1859.

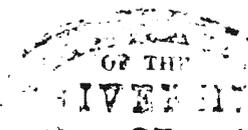
CALEB S. PRATT,

Clerk of Probate Court, Douglas County, K T.

In the matter of the petition of John Spaulding.

The petitioner claims for loss of one yoke of oxen..... \$120 00

The claim is sustained by proof, and an award for that amount is made. There is no proof of the kind of oxen, and it is thought that the above amount is sufficient to cover interest. Total award..... 120 00



SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

JULY 4, 1859.

No. 462.

Charles C. Emery respectfully represents : That he is a resident of Kansas Territory, and has been a resident of said Territory since the 1st day of June, 1855 ; that since the month of June, 1855, he has resided on a claim about five miles from Lawrence ; that on the 1st day of September, 1856, this petitioner owned one yoke of work cattle and twelve head of cattle, consisting of one ox and the balance of cows ; that said cattle were at the house of the petitioner, and during the night aforesaid, viz : the 1st day of September, a body of men, under the command of Stringfellow and others, drove off the said yoke of cattle, and this petitioner never recovered them again, though diligently seeking for them afterwards ; that during the summer and fall of 1856 this petitioner was unable to stay on his farm or in the vicinity for fear of the armed bodies of men at that time infesting that vicinity, and was totally unable to hire help or to cut hay himself to feed the said twelve head of cattle, and that in consequence of thus being prevented from cutting hay and securing provender for his cattle, ten of said cattle died in the months of January and February, 1857, of starvation, whereby the petitioner suffered the entire loss of said ten cattle ; that the value of said yoke of cattle, taken away as aforesaid, was \$100, and the value of the ten head of cattle, starved to death as aforesaid, was \$20 each ; and your petitioner states that he never received any remuneration for said loss in any manner or form whatever, and prays that he may be allowed for said losses as in such cases made and provided.

Schedule.

1 yoke of work cattle.....	\$100 00
10 head of cattle, \$20.....	200 00
	300 00
	300 00

CHARLES C. EMERY.

Charles C. Emery, being duly sworn, says that the matters and things set forth in the foregoing petition are true and correct.

CHARLES C. EMERY.

Sworn to before me and subscribed in my presence June 27, 1859.

CALEB S. PRATT,

Clerk of Probate Court, Douglas County, K. T.

John Spaulding, being duly sworn, says: That he has lived on the claim adjoining that of the petitioner, Charles C. Emery, since September, 1855, and has been intimately acquainted with Mr. Emery ever since that time; that Mr. Emery has lived on a claim five miles from Lawrence since said time; that on the 1st day of September, 1856, the said Emery was the owner of a yoke of work cattle of the value of \$100; that on said day an armed body of men had possession of the country around about the house of Mr. Emery, and nearly every citizen living in the vicinity left their homes through fear of said body of men and went to Lawrence, among this number was Mr. Emery; that the cattle of Mr. Emery and of this affiant were running together on the said 1st day of September, 1856, as this affiant saw on his journey to Lawrence; that during the night of said 1st of September the said body of men drove off a number of cattle from the drove then running near Mr. Emery's house; among those which were driven off was the aforesaid yoke of cattle belonging to Mr. Emery; this affiant saw the said yoke of cattle on the 1st of September in said drove; and when he next saw the drove, on the 4th of September after, the said yoke of cattle was missing; the cattle were not yoked together. Mr. Emery could not have remained at home with safety from the 1st to the 4th of September, 1856, and could not exercise any care of said cattle on account of fear of said armed body of men. That the said Emery never recovered the said cattle, as this affiant verily believes; and that the value of said cattle and loss to the said Emery was \$100. This affiant further states that grass was not fit to cut in 1856 until the 1st day of August, 1856, and that the petitioner, Emery, was not able to cut any hay during the summer of 1856 in consequence of the depredations of said body of men; that said Emery was at home but very little during the time that grass was fit to cut for hay, not sufficiently to cut any amount of hay—not over a ton of hay; and that the said Emery owned during the summer and fall of said year 60 head of cattle. That said Emery could not hire any men at the time aforesaid, nor keep them on his place in consequence of the troubles which then existed. That in the months of January and February, 1857, ten of Mr. Emery's cattle died in consequence of want of food, said want of food having been caused by the prevention of Mr. Emery from carrying on his work, and by Mr. Emery's having been driven away from his farm as aforesaid. Mr. Emery had fed out all the corn he had, and all the feed of every kind he could get hold of before the cattle starved to death as aforesaid; that the value of said cattle was \$20 each—total value of ten cattle, \$200. That said Emery never received any compensation for said losses, as this affiant believes.

JOHN SPAULDING.

Sworn to before me and subscribed in my presence June 21, 1859.

CALEB S. PRATT,

Clerk of Probate Court, Douglas County, K. T.

In the matter of the petition of Charles C. Emery.

Petitioner claims for one yoke of oxen taken	-	-	\$100
10 head of cattle, (starved,) at \$20	-	-	200

The 10 head of cattle were lost in 1857, and not a subject for consideration by this board under the law.

For the oxen we award in full	-	-	-	\$100
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SAM'L A. KINGMAN.
HENRY J. ADAMS.
EDW'D HOOGLAND.

JULY 4, 1859.

No. 463.

In the matter of the petition of the Trustees of the Wyandotte Methodist Episcopal church.

WYANDOTTE COUNTY, ss:

Lucy B. Armstrong, being duly sworn, saith: I am a native of Ohio; my father's name was Russel Bigelow; he was a Methodist minister; I was married February, 1838, to John M. Armstrong, of the Wyandotte nation; he died in April, 1852; I have five children; I was formally adopted into the Wyandotte nation in May, 1838; the Wyandotte nation originally consisted of ten tribes, designated as follows: The Bear, Deer, Turtle, Little Turtle, Sea Turtle, Snake, Porcupine, Raccoon, and two others, names forgotten; one of them was obsolete and had died out before my marriage, and the other has died out since; I was adopted into the Little Turtle tribe, as my husband belonged to the Bear tribe, and according to the usages of the nation two members of the same tribe could not marry together.

I am one of the trustees and petitioners above named. The Wyandotte nation of Indians came from Upper Sandusky, Ohio, in the spring of 1843, and were located at the mouth of the Kansas river, where the city and county of Wyandotte are now represented on the maps; the nation then numbered about 700 souls; Francis Hicks was then head chief; the chiefs were elected annually; the nation had a Methodist Episcopal church organization in Ohio, and, on removal to the Kansas river as aforesaid, brought their missionary, Rev. James Wheeler, with them, who remained their pastor here till 1846. Rev. Edward Peery, formerly of the Missouri conference, who had been in this Territory already 15 or 20 years as a missionary, succeeded to the Wyandotte mission against the pretest of the official members of the church, 160 members, who had resolved that they would not accept a minister from south of a line proposed in the general conference in 1844; Mr. Peery remained till the fall of 1848, previous to which time a large

majority of the Wyandottes petitioned the Ohio Methodist Episcopal conference for a preacher to be sent to them; the prayer was granted. Rev. James Gurly was sent from Ohio; he arrived in November or December, 1848; in November, 1848, just before Mr. Gurly arrived, the Indian mission conference of the Methodist Episcopal church *south* had sent Rev. J. Thompson Peery as successor of Edward Peery, and he came and took possession of a brick church which the people had built, partly by subscription and partly by appropriation from the national council, "*for the Wyandottes.*" The sum thus appropriated was \$500; a parsonage had also been erected from the proceeds of the Wyandotte mission farm at Upper Sandusky. This brick church and the parsonage were taken possession of by the Rev. J. Thompson Peery, apparently anxious to get control of the same before Mr. Gurly's arrival. About 50 or 55 members of the church adhered to Mr. Peery; up to the middle of December, 1848, the records of the Methodist church among the Wyandottes had been kept without the distinction of "north" or "south." Thenceforward, as I have understood, that portion of the Wyandottes and those who held that church and parsonage have made the distinction of Methodist Episcopal church *south*. The records of that portion of the denomination adhering to and recognizing Rev. Mr. Gurly, were kept in the old name, "Methodist Episcopal church" and without distinction merely recognize the "Wyandotte Methodist Episcopal church."

Rev. Mr. Gurly remained only till the last of January, 1849, when he was expelled from the nation by the United States Indian agent (who was frequently intoxicated) through the influence of parties connected with the Methodist Episcopal church *south*, as was generally believed and understood. Said agent's name was Richard M. Hewitt; Secretary Ewing soon substituted in his place Major Moseley, on learning from the Wyandottes the cause of expulsion.

The Wyandottes remained without a minister (except the minority under Mr. Peery) until October, 1849. During the summer of 1849 a church about 30 by 45 feet, formed of hewed logs, with shingle roof, good floors, and comfortably finished off, was erected by the members and adherents of the Methodist Episcopal church; it was located about two miles from the present city of Wyandotte; this church was the result of voluntary contributions and labor, without any assistance or contributions by any members or adherents of the Methodist Episcopal church *south*. This church was about ready for use when Rev. Thomas Markham came from the Missouri Methodist Episcopal conference. His successors were Rev. James Witten, Rev. M. T. Klepper, Rev. J. M. Chivington, and Rev. John H. Dennis, up to 1856.

In January, 1854, a treaty was concluded between the Wyandottes and the United States, by which the Wyandottes became entitled to citizenship. In 1855 the surveyor general's office and a grog shop were simultaneously established at Wyandotte city. During the latter part of 1855 and in 1856 the surrounding whites had inaugurated a system of terrorism and partisan or sectional warfare on the slavery question. During November, 1855, efforts were made in and about Wyandotte to obtain recruits to join the army organizing at Westport, Missouri, and about to proceed against Lawrence, at the commence-

ment of the "Wakarusa war." About thirty persons from this neighborhood, consisting of twelve or fifteen Wyandottes, in whom white blood prevailed, and who were adherents of the Methodist Episcopal church *south*, joined the said forces. About this time these Wyandottes, who had become citizens (our old Indian laws being superseded in their operation by the effect of the treaty, leaving our reserve without any laws) or a portion of such, who were intimate at the Shawnee Mission and about Westport, and who probably did not fully understand the differences existing among the whites, affiliated with and lent their support to the Missourians. Those who went up to Lawrence threatened (directly or indirectly under the influence of whiskey) that when they came back they would drive out the "abolitionists" from the nation; would give them "fits;" would destroy their property, meaning by abolitionists those who adhered to the old regular organization of the Methodist Episcopal church. Such threats were made and circulated during the winter and spring.

About the 1st February, 1856, three Wyandottes entered the log church mentioned, and burned the Bible belonging to the Methodist Episcopal church which had been used in Ohio and contained names of old missionaries and chiefs of the nation; it was worth \$10 intrinsically, but was highly prized from old associations.

About sundown on the 8th of April, 1856, the log church mentioned was set on fire and burned down, totally destroyed, with its contents, including a library for the teachers' missionary, and Sunday school of the nation; some of said library had been brought from Ohio, being donations; the library was worth \$150; the church was worth \$1,500 according to the best information, judgment, and belief of deponent; the church stove, worth \$20, was also destroyed; I live about two miles from the site of the log church; did not know of its destruction until next morning; there had been no fire in the church for two Sabbaths previously; from the state of feeling prevailing in the neighborhood and the influence and company usually concentrated or disseminated from the grog shop already mentioned, and noises that I heard on said evening, and the passing of certain persons whom I recognized, I have no doubt but that said church was set on fire and destroyed as aforesaid by persons such as I have already described. On the same evening, 8th of April, 1856, the brick church already mentioned was also burned and destroyed; that church was half a mile from my dwelling-house; I taught school in the basement of said church previously to and on the day of its destruction; I left the building all locked up about 5 p. m.; it was so pleasant that we had had no fire in the school room that week. About seven o'clock that evening a company of half a dozen persons, whom I recognized as Wyandottes, who were under the influence of the pro-slavery party, passed my house from the direction of the log church towards the grog shop, and about ten o'clock p. m. I heard the same persons, whom I recognized by their voices, passing my house again, going towards the brick church, and heard noise subsequently in that direction; I had not yet retired; did not retire till 11 o'clock; the last thing before going to bed, I looked out of doors, but saw no light; I was informed by a neighbor next morning that he discovered the brick church on fire at about 1 o'clock

that night; I knew nothing of the destruction of the building until morning; that building, I think, was 35 by 50 feet, well finished and built; I think it was worth about \$3,500; I am convinced, from my general knowledge of affairs, that the whites aided, abetted, and counselled the burning of both said churches; said brick church was regarded as national property; it was built, as stated, partly by a national appropriation, and the subscription papers for the balance declared it was to be a "Wyandotte meeting-house," or "church," but specially excluding and ignoring at the time any denominational name. The national council yet act for the nation and have control of affairs relating to Wyandotte interests; the present council or chiefs are as follows: John Sarrahass, head chief; William Johnston, Lewis Lumpey, Irvin P. Long, and John Hicks. As representatives aforesaid, I believe they are the proper and only persons authorized to make application for remuneration for such church. In 1856 the bitterness of feeling among the members of the two churches respectively was not as great as it had been in 1848-'49, when Rev. Mr. Gurly was expelled; in 1849 no difficulties of a serious character or destruction of property took place in the nation; that was rather a mere religious schism and division; in 1856 the Wyandottes had nominally acquired citizenship, and their hostility of feeling was the result of political circumstances.

LUCY B. ARMSTRONG.

Sworn to before me this 1st day of July, 1859.

EDW'D HOOGLAND,
Commissioner.

WYANDOTTE, KANSAS TERRITORY,
July 1, 1859.

GENTLEMEN: On the evening of the eighth of April, 1856, the building built and occupied by the Methodist Episcopal church as a house of worship was destroyed by fire, evidently the work of incendiaries, since no fire had been made in the house for the previous ten days. The Bible belonging to and used in said church had been burned by three persons about two months before; two of the persons were of the party who marched upon Lawrence in December, 1855.

The value of the church was fifteen hundred dollars; the Bible was worth ten dollars; there was a Sabbath school library in the church, worth one hundred and fifty dollars; a stove, worth twenty dollars; total loss, (\$1,680) sixteen hundred and eighty dollars.

There is no doubt that the destruction of said property was caused by the lawlessness which existed in the Territory at that time.

The denomination to which the property belonged had existed in this Territory for many years, was then, and still is, in existence, and many of the society which worshipped in the building up to the time of its destruction are still living here, whom we represent as trustees of the Methodist Episcopal church, and respectfully petition that you,

gentlemen commissioners, will allow to us a full indemnity for the loss sustained by us as above set forth. The trustees of said church are C. R. Stuckslager and Lucy B. Armstrong. The society is known and denominated as the Wyandotte Methodist Episcopal church.

COMMISSIONERS FOR THE ADJUSTMENT OF CLAIMS.

WYANDOTTE COUNTY, ss:

Lucy B. Armstrong, being duly sworn, says: She is one of the trustees of the church and property, for the destruction of which an award is sought of the board of commissioners, and that she believes the statements of the foregoing petition are true.

LUCY B. ARMSTRONG.

Sworn to before me July 1, 1859.

SAMUEL A. KINGMAN,
Commissioner.

WYANDOTTE COUNTY, ss:

Cyrus R. Stuckslager, being duly sworn, saith: I am one of the trustees of the Wyandotte Methodist Episcopal church mentioned in the annexed petition, and am informed and believe that the facts therein stated are true.

C. R. STUCKSLAGER.

Sworn to before me July 1, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Trustees of Wyandotte Methodist Episcopal church.

Petitioners claim for one log church burned April 8, 1856...	\$1,500 00
Library.....	150 00
Bible	10 00
Stove	20 00
	<hr/>
	1,680 00
	<hr/> <hr/>

The testimony shows that the Wyandottes were made citizens by treaty, and participated largely in the excitement which prevailed in the Territory in 1856, growing out of the political aspect of the slavery question; and the commissioners think the evidence is sufficiently strong to justify them in concluding that the burning of the

church grew out of the disorder prevailing then in the Territory and awarding the amount claimed, without interest—\$1,680.

HENRY J. ADAMS.
EDW'D HOOGLAND.
SAM'L A. KINGMAN.

JULY 4, 1859.

(See testimony in No. 463.)

No. 464.

In the matter of the petition of Henry D. Oden.

COUNTY OF JACKSON, (formerly Calhoun:)

Henry D. Oden, the above-named petitioner, being duly sworn, deposes and saith: That he made a statement of his actual losses incurred during the difficulties of 1856 to H. J. Strickler, late commissioner for auditing claims, which statement was true and correct, to the best of the knowledge and belief of this deponent. This deponent therefore respectfully asks that the proof, papers, and testimony taken before said commissioner, upon which he made his award in his favor, be received by the board of commissioners appointed in accordance with the provisions of an act entitled "An act to provide for the adjustment and payment of claims" as his petition and testimony under the present law.

Your petitioner would further represent that he settled in Kansas in June, 1856, and has continued to be a citizen of Jackson (late Calhoun) county, of said Territory, until the present time, and that he has resided all the time at Elk City, in said county.

This deponent would further represent that he has never received compensation or indemnification for said losses in any way whatever.

HENRY D. ODEN.

Subscribed and sworn to before me this 12th day of July, A. D. 1859.

C. J. CAWELL,
Justice of the Peace.

TERRITORY OF KANSAS, *County of Jackson, (late Calhoun,)* ss:

William Bøttcher, Godfrey Hafer, and Samuel Phillips, being severally sworn according to law, depose and say: That they are acquainted with Henry D. Oden; that he is a citizen of Kansas, and lives at Elk City, Jackson (late Calhoun) county, in said Territory, and has lived there for the last three years, or thereabouts.

WM. BØTTCHER.
SAMUEL PHILLIPS.

GODFREY ^{his} × HAFER.
mark.

Sworn to and subscribed before me this 12th day of July, A. D. 1859.

C. J. CAWELL,
Justice of the Peace.

KANSAS TERRITORY, *Calhoun County* :

Before the Hon. H. J. Strickler, auditor of public claims in Kansas Territory, Henry D. Oden states : That the following described property belonging to him was wrongfully taken by force and stolen from him during the difficulties in Kansas Territory, in 1856, by persons wholly unknown to him, and will be totally lost unless allowed as by an act of the legislature of Kansas Territory at its late session, to wit :

One brown or black mare, of the value of	-	-	-	-	\$125
One saddle, bridle, and blanket	-	-	-	-	20
One bay horse	-	-	-	-	80
One set of harness, two-horse wagon, new	-	-	-	-	25
One box surgical instruments, to wit: one scarificator, worth					6
One fine set cupping instruments	-	-	-	-	8
One silver watch	-	-	-	-	25
One mattress, two blankets, comfort, quilt, and sheets, worth					20

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He states, further, that the valuation put upon the items above are not greater than their real value ; and further, that the mare, saddle, and bridle, mentioned above, were forcibly wrested from him, in the presence of Mr. William C. Willock, by an armed band of seven or eight men wholly unknown to this claimant, said claimant being without arms of any description, and unable to defend himself or protect said property ; and further, that he left the horse, mentioned above, running in the commons around Elk City when he left for Missouri, and was told by divers individuals on his return that he had been caught and taken off in open daylight by a large band of armed men, and that, as to the rest of the property, he will only state that he had his medical shop in Skinner & Croysdale's store, and lived there, as his family was in Missouri, and has good reasons to believe they were taken out when the said store was robbed, and that he can give no more full account of the loss of the same than the above.

Henry D. Oden, the claimant, makes oath and says that the matters and things set forth in the above petition are correct.

HENRY D. ODEN. [L. s.]

Subscribed and sworn to before me, C. G. Allen, judge of the probate court of Calhoun county, Kansas Territory, this 27th November, 1859.

C. G. ALLEN,
Probate Judge, Calhoun County, K. T.

TERRITORY OF KANSAS, *County of Calhoun, set* :

I, James Kuykendall, clerk of the commissioners' court in and for the county of Calhoun, do certify that C. G. Allen has been duly commissioned probate judge of Calhoun county by the governor of said

Territory, and that he has taken the oath of office as prescribed by law, and that full credit should be given to all his official acts.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at Calhoun, this 30th day of November, A. [L. s.] D. 1857.

JAMES KUYKENDALL, *Clerk,*
By J. M. KUYKENDALL, *Deputy.*

In the matter of the petition of Henry D. Oden, before the Hon. H. J. Strickler, commissioner and auditor of public accounts in Kansas Territory.

William C. Willock, being duly sworn, deposeth and saith: That he has heard said petition read, and knows that the black mare was taken, as described in said petition, together with the rigging; and that he considers the same not to be overcharged as to value, but that he considers the same to be worth \$145, as charged in said petition; and further, that certain armed men told him they had been trying to catch the bay horse mentioned in said petition, and intended to have him if it took them three days to catch him, and that he afterwards saw said horse in the possession of the same men, and that said horse was worth \$80; and, as to the harness, mattress, and bed-clothes, he saw them in the storehouse the day before said store was robbed, and knows they were missing the next day, and believes they were worth what is charged for them in said petition; and further, that, as to the surgical instruments, he knows Dr. Oden is a physician, but does not remember anything concerning said instruments, nor does he know aught about the loss of the watch; and further, the individuals who took each and all of the above property were and are wholly unknown to this deponent, and, moreover, this deponent has good reasons to believe said Oden has never recovered any of said property, or received any remuneration for the same.

In testimony whereof, he has hereunto set his hand and seal this 27th November, 1857.

WILLIAM C. WILLOCK. [L. s.]

KANSAS TERRITORY, *Calhoun County:*

Subscribed and sworn to before me this 27th November, 1857.

C. G. ALLEN,
Probate Judge, Calhoun County, K. T.

said, and has still resided at the above place, from that time until the present, with only an occasional absence.

HENRY D. ODEN.
WM. F. WALKUP.
G. M. GROOMER.

Sworn to and subscribed before me this 12th day of July, A. D. 1859.

C. S. COWELL,
Justice of the Peace.

Before the honorable H. J. Strickler, auditor of public claims in Kansas Territory.

TERRITORY OF KANSAS, *County of Calhoun :*

Robert Pence, of Calhoun county, Kansas Territory, says: That the following described property belonging to him was, during the difficulties in 1856, in Kansas Territory, wrongfully taken from him by persons unknown to the claimant, and will be a total loss to said claimant unless allowed, as by an act of the territorial legislature at its late session, to wit: One yoke of work steers, of the value of \$100; ten acres of corn, \$150. He states further that he does not consider the above items to be estimated above their real value. He further states that he considered himself in danger, because of the difficulties just then breaking out in the Territory, and left for Missouri; and the work steers were taken by some persons unknown to this claimant, shortly after his departure for Missouri, and drove from the Territory, the details of which he thinks he can give more fully by other testimony. And claimant further states that during his absence, and the pending difficulties aforesaid, the ten acres of corn above mentioned was destroyed or stolen, by whom this claimant does not know; but considers it to have been so destroyed or stolen, because of the existing difficulties rendering it dangerous to his person to return to the Territory in time to gather and endeavor to save said corn. Robert Pence, the claimant, makes oath and says that the matters and things stated in the above petition are true.

ROBERT PENCE.

Subscribed and sworn to before me, C. G. Allen, judge of the probate court of Calhoun county, Kansas Territory, the 14th December, 1857.

C. G. ALLEN.

In the matter of the petition and complaint of Robert Pence, before the Hon. H. J. Strickler, auditor of public claims in Kansas Territory.

Jacob Morrow, sr., being duly sworn, deposeth and saith: That he has heard the petition and complaint of said Pence read, and will state that he saw a yoke of work steers, which he knows belonged to said Pence, in the possession of an armed band of men, to him wholly unknown, and who threatened to follow said Pence on his road to Missouri, to get possession of other property in his possession, and who had just left for that State, and only refrained from pursuing him, as this deponent believes, because of deponent's stating to them that said Pence had a lady with him; and moreover, deponent further says that they said they would have another yoke of steers belonging to said Pence, provided they could find one of them which was missing; and deponent further says he believes the said steers taken as above, were worth at least \$100; and he has good reason to believe that Pence has never recovered said steers, nor received any remuneration for the same. And deponent further states that he knows said Pence had a field of corn, as much probably as stated in his affidavit, and that corn was very high at that time; and that the above price of \$150 is not more than said corn, if secured in time, would have sold for in the country. And deponent further states that much property was lost, as he believes, in consequence of the difficulties then existing in Kansas, making it dangerous for any one to pass to and from the river; and does not doubt but that Mr. Pence's corn was lost to him because of his dread to return to Kansas in a proper time to gather and secure the same; and further this deponent says not.

JACOB MORROW.

KANSAS TERRITORY, *Calhoun County, ss:*

This day personally appeared before the undersigned, judge of the probate court of Calhoun County, Jacob Morrow, sr., who is personally known to the undersigned to be the individual whose name is subscribed to and embodied in the above affidavit, and made oath that the matters and things contained therein are correct.

Given under my hand this 14th December, 1857.

C. G. ALLEN.

In the matter of the petition of Robert Pence.

Petitioner claims for one yoke of cattle taken	-	-	\$100	00
Ten acres of corn destroyed, at \$15 per acre	-	-	150	00
				<hr/>
			250	00
The proof sustains the claim.				
Add interest, 2½ years, at 6 per cent.	-	-	37	50
				<hr/>
Total award	-	-	287	50
				<hr/> <hr/>

EDWARD HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

AUGUST 29, 1859.

No. 466.

To the commissioners appointed under the act of February 7, 1859, to provide for auditing and adjusting claims for damages for losses of property between the 1st day of November, 1855, and the 1st day of December, 1856:

Your petitioner, Charles B. Garrett, (agent for Russell Garrett, who is now absent from the Territory on a visit to Ohio,) represents: That the petitioner, Russell Garrett, is a citizen of Kansas, and has been since the year 1843; and that in the year 1856 he was the owner of a black horse, worth \$75; and that between the 1st and 10th of June, of that year, said horse was stolen, as your petitioner believes, by a gang of desperadoes then infesting the Territory; the horse was picketed out in the evening, with one other horse, and stolen during the night; the horse was taken on Blue river, at the crossing of the military road from Fort Leavenworth to Fort Riley.

Your petitioner asks that an award be made for the value of the horse and interest.

CHARLES B. GARRETT.

Sworn and subscribed before me this 22d day of July, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Russell Garrett.

Charles B. Garrett, being duly sworn, deposes and saith: That the petitioner is a citizen of Kansas, and has been since July, 1843; that in the year 1856 the petitioner was the owner of a black horse; that about the first of June of that year the affiant, the petitioner, and others, were engaged in locating and laying out a road from Tyromie, on Kaw river, to Vermillion; that some time between the 1st and the 10th of the month, the horse, with another horse belonging to Henry Garrett, now deceased, was picketed out in the evening, at the crossing of the military road from Fort Leavenworth to Fort Riley, at Tyromie; they were both stolen during the night, as affiant believes and has no doubt, by some bands of marauders then in that part of the country; the Territory, at the time, was filled with armed bands of men, who were constantly stealing and carrying off whatever suited their convenience or fancy. The horse owned by Russell Garrett was worth \$75; the one owned by Henry Garrett, now deceased, was worth \$150.

CHARLES B. GARRETT.

Sworn to before me this 22d of July, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Russell Garrett.

Petitioner claims for one horse taken, worth -	-	-	-	\$75 00
The proof sustains the claim.				
Add interest, 2½ years, at 6 per cent.	-	-	-	11 20
				<hr/>
Total award -	-	-	-	86 20
				<hr/> <hr/>

EDWARD HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

AUGUST 29, 1859.

No. 467.

To the commissioners appointed under the act of February 7, 1859, to audit and adjust the payment of claims for losses of property in Kansas between the 1st of November, 1855, and the 1st of December, 1856 :

Your petitioner, Charles B. Garrett, administrator of the estate of Henry Garrett, deceased, represents : That he is a citizen of Kansas; that the deceased was a citizen, and had been from the year 1843 to the period of his death in 1857; that in the year 1856 the deceased was the owner of a brown bay horse, worth \$150; some time between the 1st and the 10th of June of that year, the horse was stolen, as your petitioner believes, by armed marauders then infesting the country; the horse, with one other, was lariated out at night, at a place called Tyromie, on Blue river, at the crossing of the military road from Leavenworth to Fort Riley, and was stolen during the night.

Your petitioner asks that an award be made for the value of said horse and interest.

CHARLES B. GARRETT.

Sworn to and subscribed before me this 22d day of July, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Charles B. Garrett, administrator of Henry Garrett, deceased.

Henry Bishop, being duly sworn, deposeth and saith : That he was acquainted with Henry Garrett, deceased, in his lifetime, and that he was a citizen of Kansas Territory up to the period of his decease; that he is also acquainted with Russell Garrett, who was and is now a citizen of the Territory; that in the year 1856 the deceased was the

owner of a brown bay horse, and that Russell Garrett was the owner of a black horse; about the 1st of June of that year, affiant was in the employ of and laboring for Mr. Charles B. Garrett; some time from the 1st to the 10th of June, 1856, the Messrs. Garrett and others were engaged in laying out a road from the Blue river, at the crossing of the military road from Fort Leavenworth, to Fort Riley and Vermillion. The two horses above referred to were picketed out by me in the evening at Tyromie, the crossing of Blue river, as aforesaid; one of them was secured by a stake driven in the ground, the other by tying the lariat around a log; they were both stolen during the night; at the time the horses were taken the country was filled with marauding or thieving parties, and horse stealing was of almost every day occurrence; the horses were, beyond doubt, taken by some of these armed bands. The horse owned by Henry Garrett was worth \$150, and would have sold readily for that amount—he was a very fine horse; the one owned by Russell was worth, I think, over \$75; I know that he paid that sum for him, and think that he purchased him very cheap.

HENY BISHOP.

Sworn to before me this 22d day of July, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Henry Garrett's administrator.

Petitioner claims for one horse taken	-	-	-	\$150	00
The proof sustains the claim.					
Add interest, 2½ years, at 6 per cent.	-	-	-	22	50
Total award	-	-	-	172	50

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

AUGUST 20, 1859.

No. 468.

To the commissioners appointed under the act of February 7, 1859, to audit and adjust claims for damages for loss of property in the Territory of Kansas, from the 1st day of November, 1855, to the 1st day of December, 1856:

Your petitioner, Richard M. Ainsworth, represents: That he is a citizen of the Territory of Kansas, and was such in the month of March, in the year 1855; at that time he was located, in the practice

of medicine, in Wyandott, in said Territory; and had and kept an office supplied with medicines, instruments, medical library, &c.; that the country, at the time, was under great excitement from political causes, and that the country was infested with armed bands of marauding parties who were in the constant habit of committing outrages and violence.

Your petitioner was the owner of the following property, to wit, and of the value affixed thereto :

Book containing accounts against patients, amounting to not less than.....	\$1,500 00
Library, consisting of medical works.....	200 00
Surgical instruments.....	150 00
Drugs and medicines.....	250 00
50 barrels of corn, at \$3.....	150 00
Wearing apparel, bedding, and office furniture.....	250 00
One gun, saddle and bridle.....	40 00
	<hr/>
	2,540 00
	<hr/> <hr/>

Your petitioner represents that about the month of May, 1856, the corn mentioned in the foregoing bill was in a crib near Isaac Brown's, where the city of Wyandott now stands; that it was taken, used, and destroyed, by an armed party then rendezvousing at that place, immediately prior to the attack on Lawrence of the 21st of May; his office was located immediately in the southern part of what is the city of Wyandott; about the time of the sacking of Lawrence, he was notified that he must leave the country; being in danger of his life, and frequently hunted and pursued by the men quartered in and about the surveyor general's office, then located at Wyandott, he was compelled to get out of the country as best he could; he succeeded in getting to Kansas City in the night, and went on a boat down the Missouri river, leaving the property mentioned in his office, not being in a condition to save it or to carry it away with him. In the month of July thereafter he again returned to the Territory and remained for two or three weeks at the house of Mr. Guthrie, about three or four miles from Wyandott; being compelled to keep himself secreted, he was unable to look after his property; at the end of two or three weeks as aforesaid, his retreat was discovered, and he was again compelled to fly for safety, and did not return until the following November or December, at which time no trace of the property was to be found; and that he has never recovered any part of it, nor received any compensation therefor.

R. M. AINSWORTH.

Sworn to and subscribed before me this 25th day of July, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of Richard M. Ainsworth.

Robert J. Lawrence, being duly sworn, says: He is acquainted with the petitioner, R. M. Ainsworth; that he was a citizen of Kansas in 1855 and 1856, and is now; that he was a practicing physician, located at Wyandott. He recollects that about the month of May, 1856, the petitioner had a crib of corn, near Isaac Brown's, in Wyandott; at that time a party of men (a part of them South Carolinians) rendezvoused at Wyandott preparatory to marching against Lawrence. The corn was taken by these men and used for feeding their horses and mules. There were probably about fifty barrels; he had two wagons hauling corn for two or three days; it was worth \$3 per barrel. I was acquainted at the doctor's office, and had some acquaintance with his business, being intimate, and frequently at his office. Some time in the early part of October, 1855, about the time of the Wyandott payment, I assisted the doctor in making out his accounts for medical services, for collection at the payment. There remained unpaid of his bills at that time, after the payment, about \$600; those bills still remained unpaid at the time of the loss of his books, in the summer of 1856, together with his business, or charges which had accumulated on his book from October, 1855, to May, 1856, I have no doubt would amount to \$1,500; he had a good and profitable practice; and the Indians rarely pay at any other time than when they receive their annual payments or annuities, which was, at that time, in the fall; he had a good medical library—anatomical works, with fine large steel engravings; the library was new. I am of the opinion that the library would be cheap at \$200; he had a fine lot of surgical instruments; I am not a judge of such instruments, and cannot say what their value would be, but would suppose they were worth what is charged for them in the bill; he had a stock of medicines, as good, I think, as is generally found in doctors' offices; I am not a judge of medicines, or of their value, but from the apparent quantity and what I at the time understood, I have no doubt his stock was worth \$250. His office was furnished as such offices generally are—shelving and cases for medicines, a good office table, chairs and lounge, and bed and bedding; his wearing apparel was kept in the office; what the value of these articles were I could not say; his clothing was apparently good, as good as any in the country; he had one coat, I recollect, about such a one as I paid \$28 for. I know that he was in great danger, and that he was compelled to leave the country; I saw, at one time, J. D. Pennybaker after him with a bowie-knife; I heard many threats made against him by parties from whom no mercy need have been expected had they succeeded in getting hold of him. The first time I saw Dr. Ainsworth, after he was driven away, was in the winter of 1856-'57; he was then at Quindaro; at that time it was unsafe for him to return to Wyandott. I am satisfied that all his property was lost and destroyed, and that he never recovered any of it.

ROBERT J. LAWRENCE.

Sworn to and subscribed before me this 25th day of July, 1859.
SAM'L A. KINGMAN.

In the matter of the petition of Richard M. Ainsworth.

Petitioner claims for—					
1. Book accounts destroyed	-	-	-	-	\$1,500 00
2. Medical library -	-	-	-	-	200 00
3. Surgical instruments -	-	-	-	-	150 00
4. Drugs and medicines -	-	-	-	-	250 00
5. Fifty barrels of corn, at \$3	-	-	-	-	150 00
6. Wearing apparel and office furniture	-	-	-	-	250 00
7. Gun, saddle, and bridle	-	-	-	-	40 00
					<hr/>
Total claimed	-	-	-	-	2,540 00
					<hr/> <hr/>

The proof is general and vague. Necessarily so, owing to the facts set forth in explanation.

Item 1 is inadmissible.

Item 2 allowed	-	-	-	-	\$200 00
Item 3 allowed	-	-	-	-	150 00
Item 4 indefinite—allowed as probable	-	-	-	-	100 00
Item 5 allowed	-	-	-	-	150 00
Item 6 allowed	-	-	-	-	250 00
Item 7, no proof.					
					<hr/>

					850 00
Add interest, 2½ years, at 6 per cent.	-	-	-	-	127 50
					<hr/>
Total award	-	-	-	-	977 50
					<hr/> <hr/>

EDW'D HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

AUGUST 20, 1859.

No. 469.

To the commissioners appointed under the act of February 7, 1859, to audit and adjust claims for losses sustained between the 1st day of November, 1855, and the 1st day of December, 1856:

Your petitioner, George Ruf, represents: That he is a citizen of Kansas Territory, and has been since the year 1854; that in the year 1856 he was residing and doing business in the city of Delaware, in Leavenworth county; that he was the owner and possessor of the following property, to wit:

4 barrels cognac brandy, 40 gallons per barrel, 160 gallons, at \$2 per gallon in St. Louis	-	-	-	-	\$320 00
Paid freight from St. Louis	-	-	-	-	22 50
8 barrels whiskey, 320 gallons, at 50 cents, with freight	-	-	-	-	160 00
2 barrels wine, 64 gallons, at \$1 50, with freight	-	-	-	-	96 00
10 dozen oysters, at \$8	-	-	-	-	80 00
12 dozen sardines, at \$6	-	-	-	-	72 00
Cheese	-	-	-	-	55 00
Tobacco	-	-	-	-	25 00
Cigars	-	-	-	-	32 00
5 barrels lager beer	-	-	-	-	50 00
2 barrels crackers	-	-	-	-	10 00
Bed, bedding, and furniture	-	-	-	-	100 00
1 bag coffee	-	-	-	-	20 00
1 barrel Orleans sugar	-	-	-	-	14 00
					1,056 50

That in the summer of 1856 the country was in a state of civil war, and disorder prevailed generally; that lodges of armed men were stationed and encamped in and about the city of Delaware, who were in the constant habit of taking and destroying the property of the citizens with impunity. These men were generally from the State of South Carolina, and were called Kansas militia, and were under the command of a man called General Jones. In the months of June and July, 1856, these men, so quartered at Delaware City aforesaid, took and destroyed the property of the petitioner before mentioned; much of the liquors and other goods were drank and eaten up by them, the heads of the barrels broken in and the liquors destroyed, &c.; a considerable portion of the brandy and whiskey was destroyed immediately on its arrival from St. Louis. The prices fixed to the several articles are the actual cost in cash and freights; the bills of purchase were lost and destroyed by this band of men at the destruction of the other property. A bureau, in which the petitioner kept his papers, was broken to pieces with his other furniture, and the papers torn up and destroyed. He asks that the commissioners award him the amount of his bill, with interest thereon.

GEORGE RUF.

Sworn to and subscribed before me this 1st day of August, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of George Ruf.

Jacob Haiter, being duly sworn, says: That he is acquainted with the petitioner, George Ruf; he was a citizen of Kansas Territory in the year 1856, and is now; that in the year 1856 he boarded with the petitioner, in Delaware City; he was then engaged in keeping a gro-

cery and boarding-house at that place; affiant was well and intimately acquainted with the business and property of the petitioner; he had a good establishment, and was doing a good business prior to the destruction of his property by the bands of armed marauders from South Carolina and other places, stationed in and about Delaware City, in the summer of 1856. I know from my own certain knowledge that he owned and had on hand all the property set forth in his petition; and, from my knowledge of what he paid for the goods, know that the prices charged was what the property actually cost him. This property was all destroyed and taken by a set of lawless desperadoes quartered at Delaware City, mostly from South Carolina, calling themselves Kansas militia. The destruction of the property was commenced about the middle of June; they would take and carry off whatever suited them, break up and destroy the furniture and goods, stave in the barrel heads, and destroy the brandy and whiskey—at least what they could not drink. This scene of plunder and robbery was continued until about the last of July, at which time Mr. Ruf was completely stripped of everything he had, and was entirely broken up.

JACOB HAITER.

Sworn to and subscribed before me this 1st day of August, 1859.

HENRY J. ADAMS,
Commissioner

In the matter of the petition of George Ruf.

Joseph Guttler, being sworn, says: That he is acquainted with the petitioner, George Ruf; that he is a citizen of Kansas Territory, and was such in 1856. In the summer of 1856 affiant boarded at the house of the petitioner, who was then keeping a boarding-house and grocery in Delaware City, in this Territory; that he was well and intimately acquainted with his goods and business; I worked for him in and about the store, and am well acquainted with the quantity and value of the goods and property on hand. I know that he had all the property on hand that is set forth in his petition, and that the prices charged were the actual cash cost of the goods and freights, and that no retail or speculative prices are charged. The property was taken away, eaten, and destroyed by a band of outlaws from South Carolina and other places, then infesting the country, calling themselves Kansas militia. The destruction of the property was commenced about the middle of June and continued until about the last of July. The item in the petition of bed, bedding, and furniture, was bedding and furniture in the dwelling-house and not in the grocery. The furniture was broken up and destroyed, and the bedding carried off; the articles embraced in this item and taken and destroyed were well worth \$100. Mr. Ruf was completely stripped of all his property and broken up.

JOSEPH GUTTTLER.

Sworn to and subscribed before me this 1st day of August, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of George Ruf.

The petitioner claims, in this case, for the taking and destruction of property, \$1,056 50.

The proof in this case sustains the charges generally, but the items are fixed at prices that induce the board to think that an allowance of \$800 will be a liberal one, covering interest. An award for that amount is made—\$800.

SAMUEL A. KINGMAN.
EDWARD HOOGLAND.
HENRY J. ADAMS.

AUGUST 31, 1859.

No. 470.

TERRITORY OF KANSAS, *Johnson County, ss:*

To all persons to whom these presents shall come, greeting:

Know ye, that whereas Samuel L. McKinney, late of the county of Johnson, Kansas Territory, died intestate, as it is said, at Salt Lake City, Utah Territory, having, at the time of his death, property in this Territory which may be lost, destroyed, or diminished in value if speedy care be not taken of the same; to the end, therefore, that the said property may be collected, preserved, and disposed of according to law, we do hereby appoint Thomas H. Ellis administrator of all and singular the goods and chattels, rights and credits, which were of the said Samuel L. McKinney at the time of his decease, with full power and authority to secure and dispose of said property according to law, and collect all moneys due said deceased, and in general to do and perform all other acts and things which are or hereafter may be required of him by law.

In testimony whereof, I, S. B. Myrick, clerk of the probate court in [L. s.] and for Johnson county, Kansas Territory, hereto sign my name and affix the seal of the said court, at office, at Olathe, this 18th day of August, A. D. 1859.

S. B. MYRICK.
Probate Clerk.

To the honorable the commissioners appointed by act of the territorial legislature, approved February 7, 1859, to audit and certify claims for the loss of property taken and destroyed, and damages resulting therefrom, during the disorder which prevailed in the Territory from November 1, 1855, to December 1, 1856.

Thomas H. Ellis, of Lexington, in the county of Johnson, and Territory of Kansas, respectfully represents: That he is administrator of all and singular of the goods and chattels, rights and credits, which were

of Samuel L. McKinney, late of said Lexington, in the county and Territory aforesaid, now deceased.

That the said Samuel L. McKinney was a citizen of Kansas from and during the year 1855, up to and until the time of his death, in the year 1858, and was a resident of Lexington aforesaid, engaged in a general freighting and cattle business. That by reason of the disorder which prevailed in the Territory of Kansas aforesaid from November 1, 1855, till December 1, 1856, the said Samuel L. McKinney sustained losses and damage, for which petitioner, as administrator aforesaid, claims indemnity under the act entitled "An act to provide for the adjustment and payment of claims," approved February 7, 1859. That the facts and circumstances of said loss were as follows:

For many years previous to 1856 said McKinney was engaged in business as a freighter on the plains, transporting goods and merchandise from the frontier towns of Missouri through the Indian Territory (now Kansas) to New Mexico and California and the various military posts in the interior.

In the month of May, 1856, said McKinney, under contract, sent out to New Mexico a large train of wagons and the necessary cattle supplies and fixtures, transporting goods from Kansas City for Beck & Johnson, of Santa Fé; Moore & Reese, Tuckalote, and Barclay's Fort, at Moro, on the Moro river, New Mexico; some for Corly, at Los Vegas. Said train, when it started, consisted of twenty-one wagons, six yoke of cattle to each wagon; some extra cattle and horses, together with wagon implements and fixtures and appurtenances. The wagons were in charge of Thomas Truitt, wagon-master; Samuel W. Broomfield, assistant wagon-master, and twenty-two teamsters. Said train reached New Mexico in due time, and, after discharging freight and disposing of some of the cattle and wagons, started homeward, and on reaching the vicinity of Willow Springs, Palmyra, or Prairie City, about the 2d day of September, 1856, said train was reduced to and consisted of ten wagons, sixty-six cattle, two horses, three mules, and a quantity of guns, ammunition, blankets, and provisions, in all of the value of \$6,542, as specified and set forth in the schedule hereto annexed, marked A, all which property, excepting the wagon and oxen, so specified and deducted, was unlawfully and violently seized and taken from the care and custody of said McKinney's said agents, Truitt and Broomfield, by a party of men known as the free-State volunteers, there assembled in arms, and numbering in force about 300, concentrating and stationed on the Santa Fé road, at or near Palmyra aforesaid, and waging war or making reprisals upon their opponents, denominated pro-Slavery men.

Deponent saith that in the month of August, 1856, the Territory of Kansas was in a state of actual war, and armed parties, belonging to or co-operating with the several factions, occupied and possessed the public roads of the Territory, seizing and plundering under the alleged sanction of war.

Deponent further saith that, of his own knowledge, the said McKinney fitted out and owned the said train, cattle, fixtures, and appurtenances. Deponent helped fit out said train for starting, and verily believes, from all the information he has been able to gather, as well

as from his general knowledge of the facts and circumstances which are familiar to all citizens of Kansas, that said McKinney was at the time mentioned engaged in a lawful and legitimate business, not participating in the war on either side, and had not provoked the assault or seizure aforesaid by interfering with the belligerents. His train had been beyond the bounds of civilization for more than two months preceding. And deponent further saith that no part of the property so taken or captured was ever recovered by said McKinney during his lifetime, (except as shown in said schedule A,) nor by his administrator or personal representatives, nor has any compensation been recovered therefor by or for the benefit of his estate.

THOMAS H. ELLIS,
Administrator of S. L. McKinney's Estate.

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

Thomas H. Ellis, being duly sworn, saith: That the above petition is true in substance and effect.

THOMAS H. ELLIS.

Sworn to before me August 26, 1859.

EDWARD HOOGLAND,
Commissioner.

A.

Schedule of losses sustained by Samuel L. McKinney, by the taking of his train at Hickory Point, Kansas Territory, September 2, 1856.

9 large Santa Fé wagons, with bows and side boards, at \$175	\$1,575 00
3 canvas covers to each wagon, worth \$7 each, \$21 × 9....	189 00
3 yokes, \$7 50 ; 3 ox chains, \$10 50 ; \$18 × 9.....	162 00
1 water cask, \$3 × 9	27 00
2 pairs blankets, at \$5 each, \$10 × 9	90 00
2 guns, worth \$10 to \$20 each, \$15 × 9.....	135 00
2 other guns, \$15 each ; 4 revolvers, worth \$25 each	130 00
Tools axes, chisels, &c., worth.....	25 00
3 saddles, \$8 each, \$24 ; 3 bridles, \$7 50 ; 3 saddle blankets, \$1 each.....	34 50
3 or 4 sacks flour, \$6 or \$8 per sack, say.....	25 00
About 300 pounds of bacon, at 14 cents per pound, \$42 ; 20 whips, \$10	52 00
3 mules, one very good, average, \$100	300 00
2 horses, not very extra, worth \$75 each.....	150 00
60 head of cattle, at \$110 per yoke.....	3,300 00
25 extra yokes, at \$2 50, \$62 50 ; 30 extra chains, at \$3 50, \$105	167 50
Gold and silver taken from train.....	180 00
	<hr/>
	6,542 00
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Besides interest thereon from said 2d day of September, 1856.

Of the ten wagons and other property, one wagon and three yoke of cattle were given to the teamsters to continue their journey to Kansas City.

THOMAS H. ELLIS,
Administrator of S. L. McKinney's estate.

TERRITORY OF KANSAS, *Leavenworth County, ss :*

Samuel W. Brumfield, being duly sworn, saith: I reside at Westport, in the State of Missouri, and have resided in that vicinity about 12 years last past. I was acquainted with Samuel L. McKinney; knew him ever since 1851. In May, 1856, said McKinney hired me to go out to New Mexico as assistant wagon-master, with his train of freight wagons then preparing for the journey. My engagement commenced on the 18th day of May, 1856. Said McKinney then resided at Lexington, Johnson county, Kansas, where his home continued until his death, in fall or winter of 1858.

Said train consisted of 21 wagons, 12 of them new and 9 good wagons that had only been run out to Santa Fé once or perhaps twice:

To 20 of the wagons there were, when we started, six yoke of cattle.....	240
To 1 wagon; 2 yoke of cattle, 4, and 17 extra head.....	21
Making a total of cattle.....	261

The wagons were all provided with the usual equipments of extra wagon sheets, ox yokes, bows, water casks, ox chains, blankets, fire-arms, and herding horses.

Thomas Truitt, the wagon-master, was from Clay county, Missouri. The company in charge of the train consisted of Truitt, myself, and 22 teamsters. I recollect the names of some of the latter as follows: William Taylor and Allen Taylor, of Bates county, Missouri; John Taylor, Wisconsin; Jacob Weddington, Henry Akers, and Tandy Witcher, Cass county, Missouri; William Holland, St. Louis; Jesse Le Seur and Robert K. Robb, of St. Louis; Thomas Watkins, of Buffalo, New York, and others. I do not know where those men are now, except that I am informed and believe that Le Seur is a printer, working in the Republican office, St. Louis. I do not know where Truitt now is. We left Westport on 20th May, 1856, and were 40 days going out to Santa Fé. We stayed there one day; started for home with the train, after delivering freight to Beck & Johnson, Santa Fé; Moore & Reese, Tuckalote & Barkley's Fort on the Moro; we lost some cattle going out; some cattle and all the poorest and defective wagons were sold at Santa Fé, Los Vegas, and other points in New Mexico. I think we were about 36 days on our homeward journey, when we reached the vicinity of Hickory Point, near Palmyra, on the Santa Fé road, in Douglas county, Kansas Territory, on or

about the second day of September, 1856, (I cannot now specify the exact date,) at which time we numbered 10 wagons, 66 head of cattle, 2 horses, 3 mules, and 22 men in all, with equipments, provisions, fire-arms, &c., as hereinafter mentioned.

Having been absent so long, travelling on the Santa Fé road, we knew nothing of the actual condition of affairs then prevailing in the Territory, nor of the events that had taken place; and, having got within the line of settlements three or four days journey, entertained no suspicion of difficulty or molestation, our previous fear having been entirely confined to hostile or thieving Indians; but, on reaching Hickory Point, or Palmyra, we were surprised, about 11 o'clock a. m. on said day, by between 300 and 400 armed men, mostly mounted, under command of Captain or Doctor Calvin Cutter, who overtook us, coming out of the timber, and ordered us to halt. A parley took place between Truitt and me on one side and Captain Cutter and his men on the other. Cutter inquired where we were going and where we had been. We told him we had been to Mexico with freight, and we were going to Kansas City to load again and go immediately back. He asked whose train it was. We answered Samuel L. McKinney's, of Lexington, Johnson county. He then ordered all our teamsters in a line and examined each man separately, as to where they were from, what were their principles, &c. The men answered as they saw fit, or deemed most expedient. Most of them, however, told the truth in all respects. A man named Westfall, of Little Santa Fé, was with Captain Cutter, and he personally knew some of the men belonging to the train, as well as Mr. McKinney. Captain Cutter explained, as a reason for stopping us, that the Missourians had just been to Osawatomie, and burned the whole town and carried away the property there, and he was informed that this train belonged to a Missourian, and he intended to take it as a reprisal. He separated the men from their teams, said he had sent an express to General Lane, and, after detaining us a couple of hours, or so, informed us that the train would be held as a lawful prize, but that the men were at liberty to go on, and he would let them have one wagon and three yoke of cattle to complete the journey. Subsequently deponent became convinced, and is now satisfied, that said Cutter, Dr. Westfall, and their companions had confounded Samuel L. McKinney, the owner of the train, with Captain Frank McKinney, (no relation or connexion of S. L. McKinney,) who resided then at Little Santa Fé, Missouri, who had taken an active part in affairs at that time. Said Frank McKinney had been a wagon-master and connected with trains on the plains, and hence, undoubtedly, arose the confusion of the names and acts of the two McKinneys.

After the arrival of the express, Captain Cutter gave us a wagon and fixtures and equipments, with three yoke of cattle started us eastward, some on foot and some in the wagon, sending with us an escort of mounted men who accompanied us about four miles. He also allowed us provisions enough to serve us home or to Kansas City. We made no attempt at resistance. Before we started on we saw Cutter's men turn the balance of the teams around and drive off westwardly. The whole property taken from us was as follows:

9 large Santa Fé wagons, with bows and side-boards, worth \$175 each, on average.....	\$1,575 00
3 canvas covers to each wagon, worth \$7 each, \$21 × 9 ...	189 00
3 yokes, at \$2 50, \$7 50; 3 ox chains, at \$3 50, \$10 50; \$18 × 9.....	162 00
1 water cask, \$3 × 9	27 00
2 pairs blankets, worth \$5 each, \$10 × 9.....	90 00
2 guns, worth from \$10 to \$20 each, average \$15 × 9.....	135 00
2 other guns, \$15; 4 revolvers, worth \$25 each....	130 00
Tools, axes, chisels, &c., worth \$25; 3 saddles, \$8 each \$24	49 00
3 bridles, \$7 50; 3 saddle blankets, each \$1, \$3	10 50
3 or 4 sacks flour, worth \$6 or \$8 per sack, say.....	25 00
About 300 pounds of bacon, worth 14 cents per pound....	42 00
3 mules, 1 very good, average \$100	300 00
2 horses, not very extra, worth \$75 each.....	150 00
And 54 head of cattle to wagons, and 6 head loose, making 60 head in all, worth, on an average, from \$100 to \$120 per yoke, 30 yoke, at \$110 per yoke.....	3,300 00
Said cattle were in good condition, and worth more than when we started with them. I know that for some of them Mr. McKinney paid \$120 per yoke, and, as cattle were selling, they were worth that amount. Besides, in May, many of the cattle were wild, unbroken, and thin in flesh, and on our return they were in good order, well broken, tough, and we had saved only the very best one of the whole drove with which we started. When taken by Captain Cutter, many of the cattle were fat and fit for beef.	
25 extra yokes, at \$2 50, \$62 50; 30 extra chains, at \$3 50, \$105.....	167 50
Mr. Truitt, before our departure, was compelled to unlock the private box on one of the wagons and surrender to Captain Bell, one of Cutter's men \$180 in gold and silver (mostly gold) belonging to Mr. McKinney, and which had been kept secure with papers and records of the train.....	180 00
20 whips, say 50 cents each	10 00
Total value of property taken.....	<u>6,542 00</u>

Deponent further saith that Samuel L. McKinney is now deceased, and that no part of said property has ever been recovered or paid for from any source whatever.

SAMUEL W. BRUMFIELD.

Sworn to before me this 26th day of August, 1859.

EDWARD HOOGLAND,
Commissioner.

KANSAS TERRITORY, *Leavenworth County, ss:*

Thomas H. Ellis, being duly sworn, saith: I reside at Lexington, in Johnson county, Kansas Territory, and have resided there ever since the 18th day of May, 1857. During 1855 and 1856 I resided in Westport, Missouri. I was acquainted with Samuel L. McKinney. He was a citizen of Kansas from 1855 till his death. He resided at Lexington, Johnson county. After I moved there he made his home at my house. He founded said town of Lexington, and put up several buildings there. He was, during 1855 and 1856, extensively engaged in freighting on the plains from Kansas City westward, and spent much of his time with his teams. I remember when the train under Truett's command was fitted out in May, 1856. I knew the condition and value of the wagons and cattle that constituted said train, and sold to McKinney the necessary provisions and supplies for said train. Good Santa Fé wagons were then worth from \$175 to \$200. McKinney's wagons were good, and most of them entirely new; their equipments were complete in all respects. I have examined the schedule prepared according to the testimony of Mr. Burnsfield, the wagon master, and from my general knowledge of the value of wagons and equipments, as well as my absolute knowledge of the particular value of the constituents of McKinney's train, I believe the articles and values affixed thereto are correctly stated, and that said property was worth the sums respectively charged in said schedule. The items, such as wagon cloths, extra yokes, extra chains, &c., were those resulting from a sale or disposition of a part of the cattle and wagons originally sent out, and firearms, herding horses or mules, provisions, whips, water-casks, &c., the usual appendages of trains of freight wagons.

I know nothing of the particulars of the taking of said property by Captain Cutler's party, except from hearsay and general report. The circumstance elicited at the time general notoriety; and the facts, as then generally understood, were in substance as specifically set forth by Mr. Burnsfield. Mr. McKinney was rendered poor and dependent by the taking of the property mentioned; and since his decease it is found that he was so much involved, pecuniarily, that his wife is left in destitute and dependent circumstances. He started for Salt Lake with a train of wagons, during 1858, intending to return as soon as practicable, but died at Salt Lake City in December, 1848. I was the general agent, secretary, and manager for said McKinney, at Westport and Lexington, from March, 1855, till December, 1857, and know fully the facts and circumstances relating to his business during said period.

THOMAS H. ELLIS.

Sworn to before me August 26, 1859.

EDW'D HOOGLAND,
Commissioner.

TERRITORY OF KANSAS, *Leavenworth County, ss :*

Thomas H. Ellis, being duly sworn, saith : That the reason why the petition in this case was not filed before this date is, that the necessary legal evidence of the death of said McKinney, at Salt Lake, could not be sooner obtained, owing to the absence of necessary witnesses.

THOMAS H. ELLIS,
Administrator of S. L. McKinney's estate.

Sworn to before me August 26, 1859.

EDW'D HOOGLAND,
Commissioner.

TERRITORY OF KANSAS, *Leavenworth County, ss :*

Francis Gallup, being duly sworn, saith : I reside in Westport, Missouri ; was acquainted with Samuel L. McKinney ; knew him in 1853 and thenceforward till his death. During 1853 and 1854 McKinney lived on his farm in Jackson county, Missouri. He became a citizen of Kansas in the spring of 1855, and continued such citizen until his death in or about December, 1858. McKinney was one of the original founders of the town of Lexington, in Johnson county, Kansas, and as soon as said town was surveyed out in 1856 he commenced erecting there a large building for a hotel, and made that his home when not absent on business. As a freighter he was obliged to be absent and travel a great deal ; and finally accompanied one of his trains to Salt Lake City on a freighting expedition, intending to return as soon as possible, when he was taken sick and died. His business was extensive. He was an energetic man, and of good business habits. I resided in Westport in September, 1856, when information was received that McKinney's train had been captured at Palmyra. It was a matter of general comment and notoriety. I know when said train was fitted out and when it started, and that McKinney was the owner thereof and of the property mentioned in the petition as having been taken. I was intimately acquainted with the business relations and affairs of said McKinney. He used all of his available means in fitting out said train, and also became somewhat involved in so doing. The seizure of the nine wagons and the cattle and equipments was such a serious loss to him that it almost broke him up ; destroyed entirely his business for a long time ; and, finally, when he attempted to pursue his business by fitting out another train, he became yet more embarrassed, and his death has left his wife and family entirely destitute and in suffering circumstances. I know that no portion of the property mentioned in the schedule has been recovered or paid for from any source whatever. The wagons composing said train were nearly all new, and the equipments, ox yokes, &c., were all good and suitable for the trade and business. I saw the cattle composing the teams when they started. Cattle were very high

in the spring of 1856, and very ordinary cattle were sold in and about Westport for \$100 to \$125 per yoke. I think the cattle that went out were then worth, on an average, over \$100 a yoke. They were principally selected cattle, and above the medium of drove or train cattle.

It is considered by freighters and cattle dealers along the frontier that cattle surviving the Santa Fé trip and returning in good order are worth 25 per cent. more on their return than similar appearing cattle unaccustomed to the usage of the trip.

From an examination of the schedule I know that McKinney owned such property, and that the general market value and price of wagons, cattle, and equipments are reasonably stated.

In 1856 there resided at or near Little Santa Fé or Oxford a man named Francis McKinney, who had been connected with the freighting business over the plains, and from his participation in the warfare existing that season was known as Captain McKinney. Persons not acquainted with the two McKinneys frequently spoke of one when meaning the other. Mr. Samuel McKinney took no part in the difficulties, but confined himself to his legitimate business of freighting and building.

FRANCIS GALLUP.

Sworn to before me August 26, 1859.

EDW'D HOOGLAND,
Commissioner.

In the matter of the petition of Thomas H. Ellis, administrator, &c., of Samuel L. McKinney, deceased.

Petitioner claims for wagons, cattle, &c., of a Santa Fé train, nine wagons, sixty cattle, two horses, three mules, and other items, returning from New Mexico, and captured at Hickory Point, Santa Fé road, September 10, 1856	\$6,542 00
The evidence is clear and unequivocal in regard to the above claim, and the facts connected with the taking so well known that no doubt exists of the justice of the claim. The above amount is allowed with interest, 2½ years, at 6 per cent.	981 30
Total award	<u>7,523 30</u>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

No. 471.

TERRITORY OF KANSAS :

To the honorable the commissioners appointed by an act of the territorial legislature, approved February seventh, A. D. 1859, to audit and certify claims for the loss of property taken or destroyed and damages resulting therefrom, during the disorder which prevailed in this Territory from November first, A. D. 1855, to December first, A. D. 1856 :

This petitioner, Hugh Ward, of the city and county of Leavenworth, respectfully represents to your honorable board : That he sustained losses on account of the disorder and the political difficulties which prevailed in this Territory between the first of November, A. D. 1855, and the first of December, A. D. 1856 ; and that for said losses he has never received any compensation whatever ; and that he presented his claim and proved the same before H. J. Strickler, esq., the commissioner appointed by act of the territorial legislature, and approved on the twenty-third day of February, A. D. 1857, and he would refer your honors to the same for proof of the justness of his claim ; and your petitioner would still further represent that the reason he did not come in and present his claim to your honors at an earlier day is as follows : that he gave a competent person full authority to present it, but that said person neglected to do so, and that your petitioner acted in the matter just as soon as he learned that his claim had not been presented ; and your petitioner would further add that, at the time of said losses he was, and at the present time is, a resident of the Territory of Kansas ; wherefore your petitioner claims an award for the sum of three hundred and fifty dollars, with interest thereon.

his
HUGH + WARD.
mark.

Statement of loss of Hugh Ward.

One horse, valued at	-	-	-	-	-	-	-	-	-	\$125
One horse, damaged	-	-	-	-	-	-	-	-	-	50
Cigars, liquors, and provisions	-	-	-	-	-	-	-	-	-	100
Wagon, damaged	-	-	-	-	-	-	-	-	-	25
Damage to house and furniture	-	-	-	-	-	-	-	-	-	50
										350
										350

A true statement of my loss and damage sustained.

his
HUGH × WARD.
mark.

Sworn to before me August 29, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Hugh Ward.

Petitioner claimed for loss of property and damages sustained, as proven and allowed before Strickler	-	-	-	\$430	00
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The new petition excludes the inadmissible items of the original claim and the evidence proves a loss of	-	-	-	350	00
Add interest, 2½ years, at 6 per cent.	-	-	-	48	50
<hr/>					
Total award	-	-	-	398	50
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EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

AUGUST 29, 1859.

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

Petition of Hugh Ward, of the county and Territory aforesaid, under an act of the territorial legislature, entitled "An act to provide for the auditing of claims," approved February 23, 1857 :

I, Hugh Ward, of the county of Leavenworth and Territory aforesaid, represent unto the honorable commissioner: That I have sustained losses in consequence of and growing out of the difficulties in this Territory, by way of loss of property since the organization of the Territory, as follows, to wit: The loss of one fine horse, of the value of one hundred and twenty-five dollars, which was taken forcibly and illegally from my possession, by a body of men in the service of the pro-slavery party, and by them never returned; the loss of one certain other horse of the value of seventy-five dollars, which said horse was also forcibly and illegally taken from my possession by a body of men in the service of the pro-slavery party, but which I subsequently recovered after the termination of the difficulties, but not until hard usage had so greatly impaired his value as to induce me to exchange him for twenty-five dollars worth of pork, making the actual loss sustained by the depreciation in value of the horse fifty dollars, besides the loss occasioned by the deprivation of his services; that on several occasions bodies of men in the service of the pro-slavery party have invaded my house, taken possession of my bar and dining-room, and drank and consumed my liquors and provisions, whereby I was injured and sustained loss to the amount of one hundred dollars; that my house was used as an hospital for a man who was wounded and died during the difficulties; that said man lingered in my house some five or six days, during which time I was entirely deprived of the use of that portion of my house occupied by him and his attendants, whereby I was damaged and sustained a loss to the amount of thirty dollars; that my wagon was taken by the pro-slavery party, and after being detained by them for three weeks and upwards was returned

greatly broken and in no condition to be used, whereby I was injured and sustained loss to the amount of twenty-five dollars; that my house was taken possession of by a body of men in the service of the pro-slavery party, under the command of Captain H. Charles Dunn, who occupied it for twenty-four hours, and at the expiration of that time withdrew from it, leaving behind, however, several of their number, who continued there for the space of one week, whereby I was damaged and sustained loss to the amount of fifty dollars; that my house was invaded by a number of men acting in the service of the pro-slavery party, during my absence therefrom, with the intention of seizing me and compelling me to leave this Territory; that said body of men became so exasperated at not finding me that they assailed my house, tearing up the beds and destroying the furniture, whereby I was injured and sustained loss to the amount of fifty dollars; that I have never recovered said property or any part thereof, nor compensation or indemnity therefor, except in manner and form and to the extent above specified.

HUGH ^{his} × WARD.
mark.

Sworn to and subscribed before me this 31st day of October, A. D. 1857.

JOHN M. TAYLOR, *J. P.*

TERRITORY OF KANSAS,
County of Leavenworth, City of Leavenworth, } ^{85:}

This day, personally appeared before the undersigned, John M. Taylor, a justice of the peace in and for Leavenworth county and Territory aforesaid, Thomas Fahey and Michael Ward, of the same city, county, and Territory, who, having been duly sworn, upon their oaths depose and state: That during the late difficulties in the Territory one Hugh Ward, of the aforesaid city, county, and Territory, sustained the several losses hereinafter mentioned, in consequence of and growing directly out of the said difficulties, to wit: The loss of one fine horse, of the value of one hundred and twenty-five dollars; the loss of one other horse, worth at the time at which he was taken seventy-five dollars, but when returned worth only twenty-five dollars, for which amount he was exchanged, and by reason of which said ward sustained loss to the amount of fifty dollars; the loss sustained by said Ward in the invasion and occupation of his bar-room and dining-room, together with consumption of his liquors and provisions by a body of men in the service of the pro-slavery party, whereby he was injured to the amount of one hundred dollars; the loss sustained by the said Ward by reason of the use of his house as an hospital during the difficulties, whereby he was damaged to the amount of thirty dollars; the loss sustained by said Ward by reason of damage done to his wagon, whereby he was injured to the amount of twenty-five dollars; the loss sustained by said Ward by reason of the occupation of his house by a

portion of Captain Dunn's command for twenty-four hours, and by the residue for the space of a week, whereby he was damaged to the amount of fifty dollars; the loss of fifty dollars sustained by said Ward, by reason of the damage done to his house and furniture at the time his house was invaded for the purpose of seizing him and sending him out of the country.

MICHAEL WARD.
THOMAS FAHEY.

Sworn to and subscribed before me this 31st day of October, A. D. 1857.

JOHN M. TAYLOR, *J. P.*

UNITED STATES OF AMERICA,
Territory of Kansas, First Judicial District, } ss:

I, James R. Whitehead, clerk of the first district court of the United States in and for the district and Territory aforesaid, do hereby certify that John M. Taylor, whose name appears to the above, was, at the time of signing the same, an acting justice of the peace of Leavenworth township, in Leavenworth county, and that full faith should and of right be given to all his official acts as such justice, and that the above signature purporting to be his is genuine. In testimony whereof I have hereunto set my hand and the seal of said court, at office in Leavenworth City, this 13th day of November, 1857.

[L. S.]

JAS R. WHITEHEAD, *Clerk,*
By W. L. KUYKENDALL, *D. C.*

Statement of the damage sustained by Hugh Ward during the recent disturbances in the Territory of Kansas:

Damage sustained by reason of the loss of one horse.....	\$125 00
The loss of one other horse	50 00
The repeated and constant seizure of his liquors and provisions, as also the use of his house by the pro-slavery party...	100 00
The use of his house as an hospital.....	30 00
Injury to wagon	25 00
Occupation of his house by a company under the command of Captain H. C. Dunn.....	50 00
Injury to house and destruction of furniture	50 00
Total amount.....	430 00

No. 472.

TERRITORY OF KANSAS, *Jackson County* :

To the honorable commissioners appointed in conformity to an act of the legislature of Kansas Territory, approved February 7, 1859, to audit and certify all claims for the loss of property taken or destroyed and damages resulting therefrom during the disorder which prevailed in said Territory from November 1, 1855, to December 1, 1856 :

The undersigned, your petitioner, would state: That in the month of August or September, 1856, his house was forcibly searched by an armed force of some twenty-seven men, under pretence of wanting horses and fire-arms, but finding none at that time they left, after taking a saddle, worth about fifteen dollars, which was the chief loss your petitioner sustained at that day; your petitioner further says that on the night of the first Monday in the month of October, 1856, there was taken from him in said county of Jackson, (then Calhoun,) three head of horses, worth at least four hundred and fifty dollars, which is a total loss; your petitioner further states that in the summer or first part of the fall, in the year 1856, the then acting governor of said Territory made a requisition upon him for his ferry-boat, for the purpose of crossing troops, &c., at Lecompton, which boat was then but a few weeks old, and had been used but a few times, said boat was kept at Lecompton during that fall, winter, and the next spring, by which your petitioner lost the use of his ferry during that time, as well as the injury that was done to the boat, by all of which your petitioner's loss he believes to be as much as two hundred dollars, together with the losses aforesaid he believes to be worth \$665. For which losses he asks for such relief as your honors may think right and just. And will ever, &c.

JAMES KUYKENDALL.

Petitioner further states that he is a *bona fide* citizen of Kansas Territory, and has resided with his family where he now resides, viz: Calhoun, three miles from Tecumseh, and same distance from Topeka, ever since August, 1854, and that he has never recovered any of said property nor received compensation therefore.

JAS. KUYKENDALL.

Sworn to before me August 20, 1859.

EDWARD HOOGLAND.

*Commissioner.*TERRITORY OF KANSAS, *County of Shawnee, ss* :

James M. Kuykendall, of lawful age, being first duly sworn according to law, on his said oath deposes and says: That he is now, and was during the year A. D. 1856, a citizen of Calhoun, now Jackson, county, Kansas Territory.

And this deponent further says that during the summer and fall of the year A. D. 1856 the Territory of Kansas, and particularly Jackson

(Calhoun) county of said Territory, was infested by many unlawful bands of armed men, whose avowed purpose was robbery, and that the greater portion of these armed men, as aforesaid, were under the command of one Captain Cleveland, as this deponent verily believes.

And this deponent further says that in the month of August or September in the year aforesaid, and in open daylight, one of these bands of robbers—about thirty in number—came to and surrounded my father's house, and in a threatening attitude and menacing manner demanded that he, my said father, should surrender to them immediately all arms, ammunition, and horses that he might then be possessed of. They then searched the premises, and departed, and took with them one good and almost new saddle, worth twenty dollars, as this deponent verily believes.

And this deponent further says that during the night of the first Monday in October of the said year, A. D. 1856, another party or band of said outlaws came to my father's house and stable, and forcibly and violently and unlawfully took from said premises three horses, to wit, two sorrel horses and one gray horse. Said horses were worth, at least, four hundred and fifty dollars, (\$450.)

And this deponent further says that during the spring of the said year, A. D. 1856, my father built, or caused to be built, a substantial ferry-boat, for the purpose of keeping a ferry across the Kansas river at the town of Calhoun, in the county aforesaid, and that said boat, when launched and completed, was actually used for said purpose.

And this deponent further says that Daniel Woodson, the then acting governor of said Territory, did, some time during the month of August or September, send to my said father a demand, amounting to a requisition, to forthwith send to him, the said governor, the said boat. Said order was complied with, much to the damage of my said father. And this deponent verily believes that the loss of said boat, and the damages accrued thereby, were at least two hundred and fifty dollars, (\$250.) My father's name is James Kuykendall. And this deponent further says that none of the articles or property hereinbefore mentioned were ever returned to him, nor has he ever received any pay therefor. And further saith not.

J. M. KUYKENDALL.

Sworn to and subscribed before me this 19th day of August, A. D. 1859.

[L. S.]

E. B. SMITH,
Notary Public.

SHAWNEE COUNTY, ss:

Raleigh J. Fulton, being duly sworn, saith: I resided in the immediate vicinity of James Kuykendall (about three miles distant) during the summer of 1856, and was well acquainted with said Kuykendall. Knew the horses mentioned and described in the petition. Two of said horses were sorrels, and one a gray. They were good animals, and were worth, on an average, at least one hundred and fifty dollars

each ; one of the sorrels was worth more than that sum. All I know about the taking of the horses is, that on election day, 1856—first Monday in October—I saw said animals in Judge Kuykendall's lot. The poll for the election district was held at his house ; many persons gathered there to participate in the election. There I recognized three men, armed, whom I believed to have been part of the company who took the saddle mentioned, as on the day said saddle was taken the same company of about twenty men visited my house, and thence went to Kuykendall's. The day after the election I heard that Kuykendall's horses were stolen. Much excitement and uncertainty in regard to property prevailed in Calhoun county until quite late in the fall of 1856. Many reckless and disorderly persons were constantly prowling around, who had participated, as was understood generally, in the warlike expeditions from Nebraska and Iowa. I never saw said horses after said election day. Judge Kuykendall never recovered them. He is a citizen of Kansas, and was such citizen in the summer and fall of 1856.

R. J. FULTON.

Sworn to before me August 20, 1859.

EDW'D HOOGLAND,
Commissioner.

SHAWNEE COUNTY, ss :

Perry Fleshman, being duly sworn, saith : I knew Judge Kuykendall, the petitioner, and the three horses mentioned, in the summer of 1856. Said horses were worth one hundred and fifty dollars each, or more. I saw said horses on election day 1856, as mentioned by the last witness, and have never seen them since. It was a matter of general notoriety in the neighborhood the day after the election that said horses had been stolen ; and from the pre-existing condition of affairs in the surrounding country, and the retirement about that time of a large body of armed men from Topeka to Nebraska, it was supposed, and virtually traced out, that said horses were taken by said bands of armed men. Judge Kuykendall never recovered said horses. I know that a saddle was taken from Kuykendall, as mentioned. I saw it in possession of a company of armed men, under command of Captain Cleveland, of Topeka, two days after the same was taken, as mentioned. It was worth fifteen dollars or twenty dollars.

PERRY FLESHMAN.

Sworn to before me this 20th day of August, 1859.

EDW'D HOOGLAND,
Commissioner.

TERRITORY OF KANSAS, *Shawnee County, ss :*

James Kuykendall, Perry Flesham, David Milne, and Raleigh J. Fulton, being duly sworn, severally depose and say: That the reason why they have heretofore delayed and postponed presenting their several petitions to the commissioners of claims was that they expected the said commissioners would have held a session at Oskaloosa or Osawkee, and have availed themselves of the earliest opportunity to present their petitions after learning that no such session would be held.

JAMES KUYKENDALL.
PERRY FLESHMAN.
DAVID MILNE.
RALEIGH J. FULTON.

Sworn to before me August 20, 1859.

EDWARD HOOGLAND,
Commissioner.

LECOMPTON, KANSAS TERRITORY,
August 20, 1856.

DEAR SIR: We are in great need of an additional boat at our ferry as there will be much crossing here, and wish you to send us yours immediately; believing in the high character you have for devotion to the cause we expect a hearty compliance.

Respectfully,

THOMAS J. P. CRAMER,
Com'y for Com. of Safety.
SAMUEL J. JONES,
JOHN DONALDSON,
Committee.

Judge KUYKENDALL.

LECOMPTON, KANSAS TERRITORY,
Executive Office, August 21, 1856.

DEAR SIR: It is impossible for us to cross over the river the troops and our friends who are coming to our aid in this hour of need, without a ferry boat. For the sake of our country and humanity let us have your boat; send it down *at once*. You shall be compensated as soon as practicable for your trouble and expense.

Very truly, your friend,

DANIEL WOODSON,
Acting Governor Kansas Territory.

Judge KUYKENDALL.

TERRITORY OF KANSAS, *County of Calhoun, ss :*

I, James Kuykendall, of the county and Territory aforesaid, wishing to avail myself of the benefits of an act entitled "An act to provide for auditing claims," passed February 23, 1857, would respectfully petition the commissioner, appointed for the purpose of auditing and certifying all claims of persons who may have sustained any loss or damage in consequence of or growing out of the difficulties in said Territory, that, on or about the 21st day of August, 1856, I was keeping a ferry on the Kansas river, at a point between Tecumseh and Topeka, which ferry was licensed in accordance with the laws of the Territory, which ferry was of great value to your petitioner, at which ferry he had just launched a new boat, when the acting governor of the Territory made a polite requisition upon him for said boat. Said boat was then taken to LeCompton, and the ferry of your petitioner entirely stopped until late in the spring of 1857, when he built a new boat, which was of great damage to the petitioner. He further states that, on or about the 8th day of September, 1856, an armed company of men came to his house for the purpose (as they said) of robbing him, or taking his horses and guns. Not being able at that time of finding the horses and guns as aforesaid, after a search of some time, they left, taking a saddle of great value, to wit: of the value of \$20; and again, on the first Monday in October, 1856, your petitioner had three horses taken from him of great value, one of which was worth \$150; one worth \$100; the other a stray, which he had taken up and posted under the stray law, a short time previous, appraised at \$75.

For all of which losses your complainant has received no satisfaction or recompense whatsoever. He therefore asks an allowance for said losses and damages of the sum of \$445, the amount of his losses, and he therefore presents this his petition.

JAMES KUYKENDALL.

Sworn to before me this 24th day of November, A. D. 1857.

W. T. KUYKENDALL,

Clerk of the Com. Court.

By J. M. KUYKENDALL,

Deputy Clerk.

TERRITORY OF KANSAS, *County of Calhoun, ss :*

Celia Kuykendall, on oath, states: That on or about the 8th day of September, 1856, an armed body of men came to the house of James Kuykendall in said county, and, after searching every room in the house except the negro kitchen, when about to leave they took a man's saddle, remarking that they would return it when the war was over,

which they have not yet done. I suppose the saddle was worth some \$20, and further says not.

her
 CELIA × KUYKENDALL.
 mark.

Subscribed and sworn to before me this 24th day of November, 1857.

W. T. KUYKENDALL,
Clerk of the Com. Court.

By J. M. KUYKENDALL,
Deputy Clerk.

On or about the 23d day of August we took the boat down to Lecompton, and delivered it to the acting governor, Woodson, and the committee of safety, Cramer, Jones, and Donaldson. That the damages sustained on the boat were \$100. I know that the saddle was taken, for when I was standing on the hill at my father's home I saw a body of men, thirty in number, three of them being prisoners. The saddle was valued at \$20. After that time there were three horses taken; one out of the stable, and one from the lot, and the other outside, one of the value of \$150; the other two were of the value of \$100 each. This covers all the items I have alleged in my petition.

J. M. KUYKENDALL.

Sworn to and subscribed before me December 12, 1857.

WILLIAM O. YAGER, *P. J.*

James M. Hands, being duly sworn, says: On or about the first Monday of October, 1856, the petitioner had taken from him three horses; were supposed to have been taken by a body of men which were unknown to your deponent. He says that one of the horses was worth \$150; the other, \$100. The deponent says that he saw the petitioner's boat at Lecompton, and crossed in it. The deponent says the prices herein set forth are fair and reasonable. The petitioner is a citizen of the Territory.

J. M. HANDS.

Sworn to and subscribed before me December 12, 1857.

WILLIAM O. YAGER, *P. J.*

Perry Fleshman, being duly sworn, says: That I am well acquainted with the petitioner. In regard to the saddle, I saw it in the possession of a body of armed men at Indianola, a few days after the saddle was taken. I know that the boat was taken to Lecompton, for I crossed in it, and saw the troops crossing in it; and further says that he knows that the petitioner was the owner of three horses, which were taken

at the time of the difficulties, and further says that the prices herein alleged are fair and reasonable; that the petitioner has been a citizen of the Territory for three years, and is now.

PERRY FLESHMAN.

Sworn to and subscribed before me December 12, 1857.

WILLIAM O. YAGER,
Probate Judge, Shawnee County, K. T.

In the matter of the petition of James Kuykendall.

Petitioner claims for three horses taken by Captain Cleveland's company	-	-	-	-	-	-	-	-	\$450	00
One saddle	-	-	-	-	-	-	-	-	15	00
									<hr/>	
									465	00
									<hr/>	
The original proofs before Strickler show that one horse was worth	-	-	-	-	-	-	-	-	150	00
One horse was worth	-	-	-	-	-	-	-	-	100	00
And one was stray that did not belong to petitioner.										
Saddle, say, by that proof	-	-	-	-	-	-	-	-	20	00
									<hr/>	
Total	-	-	-	-	-	-	-	-	270	00
The charge of \$200 for a ferry-boat, furnished by Gov. Woodson's orders, is inadmissible, the same as in Waysman's case, \$200.										
Add interest on \$270, 2½ years, at 6 per cent.	-	-	-	-	-	-	-	-	40	50
									<hr/>	
Total award	-	-	-	-	-	-	-	-	310	50
									<hr/>	

EDWARD HOOGLAND.
 SAMUEL A. KINGMAN.
 HENRY J. ADAMS.

AUGUST 29, 1859.

No. 473.

To the honorable board of commissioners appointed by the legislature of the Territory of Kansas, by an act approved February 7, 1859, to audit and adjust and certify all claims for losses sustained by the citizens of said Territory for the loss of property taken or destroyed, and damages resulting therefrom, during the disorder which prevailed in the Territory from November 1, 1855, to December 1, 1856:

Your petitioner would represent to your honors: That on or about the 7th day of September, 1856, an armed body of twenty-seven men came to my house, in the county of Calhoun, (now Jackson,) and robbed

me, in a turbulent manner, of one horse, worth, at least, \$125; three guns, worth each \$15, making \$45; one revolver, worth \$25; three saddles, worth \$30—\$10 each; four bridles, worth \$8—\$2 each; four blankets, \$10—\$2 50 each; two pair martingales, worth \$2—\$1 each; two buffalo robes, worth \$10—\$5 each, for which your petitioner has never received any compensation, nor recovered said property. Your petitioner further says that he is and has been a *bona fide* citizen of said Territory ever since the month of November, 1854. Your petitioner would ask your honors for such redress and relief as they may think him entitled to; and will ever pray, &c.

R. J. FULTON.

Sworn to before me August 20, 1859.

EDW. HOOGLAND,
Commissioner.

Perry Fleshman, being duly sworn, saith: That he lived in the immediate neighborhood of the petitioner, Raleigh J. Fulton, at the time of the robberies in Calhoun (now Jackson) county, and knew the property mentioned in said petition to be in the possession of said Fulton at the time the difficulties commenced, and has no doubt but they were taken as mentioned in said petition. I saw the pistol taken, and saw the horse in the possession of the same men that were at my house; said men (27 in number) said they were a part of Lane's army, and were commanded by Captain Cleveland. I believe the property mentioned in said petition is put at a very low estimate, and that said Fulton has never had any of said property since the difficulties, to my knowledge and belief. I know said Fulton resided in Calhoun (now Jackson) county, Kansas Territory, since the year 1854.

PERRY FLESHMAN.

Sworn to before me August 20, 1859.

EDWARD HOOGLAND,
Commissioner.

TERRITORY OF KANSAS, *County of Shawnee, ss:*

James Kuykendall, of legal age, on oath, says: That he is well acquainted with R. J. Fulton, and has lived near him ever since 1854, in the county of Jackson, Kansas Territory; knows that about the time of the troubles in the Territory the report was that the said Fulton was robbed of the articles set forth in his petition, the truth of which report I have no doubt was true; never have seen the things in the said petition named since that time, nor any of them; cannot say what the value of those things were; and further saith not.

JAMES KUYKENDALL.

Sworn to before me August 20, 1859.

EDWARD HOOGLAND,
Commissioner.

Perry Fleshman, being duly sworn, says: I know the petitioner; he has been a citizen of the Territory of Kansas for over three years; I saw the horse charged in his declaration in the possession of an armed band, a part of Lane's forces. I saw one Captain Southwick, of said forces, demand and take from him the revolver charged. I did not see the other things taken, but know that he had the guns and saddles; believe they were taken as he states. The prices charged for the horse, saddles, and guns, are as low as any person would estimate them in this Territory.

PERRY FLESHMAN.

Sworn to and subscribed before me December 12, 1859.

WM. O. YAGER, *P. J.*

DECEMBER 12, 1857.

In conformity with an act passed by the legislative assembly of the Territory of Kansas, approved February 23, 1857, I, Raleigh J. Fulton, do certify that on or about the 8th day of September, 1856, I was robbed by a body of armed men of the following property, to wit:

1 bay horse, six years old, value	-	-	-	-	\$125 00
1 Colt's revolver, value	-	-	-	-	25 00
3 muskets, \$16 each, value	-	-	-	-	48 00
2 saddles, value	-	-	-	-	20 00
3 bridles and martingales, value	-	-	-	-	9 00
2 buffalo robes, value	-	-	-	-	10 00
1 blanket, value	-	-	-	-	3 00
					<hr/>
					240 00
					<hr/> <hr/>

TERRITORY OF KANSAS, *County of Calhoun, ss:*

This 10th day of December personally appeared before me James Kuykendall, clerk of the commissioners' court in and for said county, Nancy Fulton, and states that she was personally known to the taking of the property as above stated, and that she believes said property to be worth the amounts respectfully stated above.

NANCY FULTON.

Sworn to and subscribed this 12th day of December, 1857.

JAMES KUYKENDALL, *Clerk.*

In the matter of the petition of Raleigh J. Fulton.

Petitioner claims for one horse, guns, blankets, &c., taken from him by Captain Cleveland's company	-	-	-	\$240	00
The present proof and the papers before Strickler sustain the claim.					
Add interest, 2½ years, at 6 per cent.	-	-	-	36	00
Total award	-	-	-	276	00

EDW'D HOOGLAND
 SAM'L A. KINGMAN.
 HENRY J. ADAMS.

AUGUST 9, 1859.

No. 474.

TERRITORY OF KANSAS, *County of Leavenworth:*

To the honorable the commissioners appointed by act of the territorial legislature to audit and certify claims for losses of property taken and destroyed, and damages resulting therefrom, during the troubles which prevailed in this Territory between November 1, 1855, and December 1, 1856, approved February 7, 1859:

Simon Kohn respectfully represents to your honorable board: That he sustained losses during the troubles which prevailed in the Territory of Kansas; that he lost one fine pony, valued at forty dollars, and said pony was taken by the pro-slavery party during the month of September, 1856, and was known to have been in their possession four weeks after it was taken; also, that on the night of the election, on the first Monday of September, 1856, your petitioner suffered loss to the amount of \$20, on account of property stolen from him at that time, consisting of blankets and comforts. Your petitioner would further represent that he was a resident of Kansas at the time of said losses, and that he is now a resident of Kansas. And your petitioner still further represents that he has never recovered any of said property, nor has he received any compensation for the same, nor for any part thereof. Wherefore your petitioner prays that he may be awarded the sum of sixty dollars, (\$60.)

SIMON KOHN.

Sworn to before me August 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Simon Kohn.

TE-TIMONY.

F. W. Otte, of the city and county of Leavenworth, being duly sworn, deposeth and saith: That he is acquainted with the petitioner; knows that he was a resident of Kansas at the time of the loss of the

pony and blankets, and that he is now a resident of the Territory ; sold the pony to Kohn ; knows that the pony was stolen from Kohn some time during September, 1856 ; the pony was once taken by a pro-slavery man, and recovered by Kohn, and again stolen ; it was taken at the same time when the pro-slavery men were taking every horse they could lay their hands upon ; knows he had blankets and comforts ; knows that many things were stolen from Kohn on the night of the fire ; heard next day that he lost blankets and comforts ; the pony was worth between \$35 and \$40.

F. W. OTTE.

Sworn to before me August 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Simon Kohn.

TESTIMONY.

Frederick Graser, of the city and county of Leavenworth, being duly sworn, deposeth and saith : That he is acquainted with the petitioner in this case ; knows that he was a resident of Kansas at the time of the loss of said property, and that he is now a resident ; knows that he had a black pony, and that he lost said pony during the month of September, 1856 ; knows that during the time of the fire at Wetherell's some blankets and comforts were used to stay the fire, and that they were stolen during the night, and that Kohn did not get them again.

FREDERICK GRASER.

Sworn to before me August 29, 1859.

EDW. HOOGLAND,
Commissioner.

In the matter of the petition of Simon Kohn.

Petitioner claims for pony and other property stolen	-	\$60 00
The claim is proven and allowed, with interest 2½ years	-	9 00
Total award	- - - - -	69 00

SAMUEL A. KINGMAN.
HENRY J. ADAMS.
EDWARD HOOGLAND.

AUGUST 30, 1859.

No. 475.

To the commissioners of claims under act approved February 7, 1859:

The undersigned petitioner, James M. Hands, being duly sworn, saith: That he is a citizen of Kansas, and was such a citizen previous to the year 1856, and has been ever since then, and now resides at Calhoun, Jackson county; that during the summer of 1856 he resided in Tecumseh, Shawnee county, and there sustained losses by being robbed and plundered by the United States troops under command of Colonel Johnson, for which he claims indemnity under the above-mentioned act. The facts and circumstances of such losses are fully set forth in the petition and testimony filed with the late commissioner of claims, General Strickler, to which petitioner prays reference may be had, and the same be received as evidence under this petition. The facts are therein fully stated. Petitioner has never received any compensation for his said losses from any source, nor recovered any portion of the property claimed for.

JAMES M. HANDS.

Sworn to before me August 20, 1859.

EDW'D HOOGLAND,
Commissioner.

TERRITORY OF KANSAS, *County of Shawnee, ss:*

Petition of James M. Hands, of said county and Territory, under an act of the territorial legislature entitled "An act to provide for the auditing of claims," approved February 23, 1857.

I, James M. Hands, of the county and Territory aforesaid, represent unto the honorable commissioner that I have sustained losses in consequence of, and growing directly out of, the difficulties in this Territory by way of loss of property, since the organization thereof, as follows: On or about the 21st day of July, A. D. 1856, I was keeping a grocery and variety store in the town of Tecumseh, in said county; on the evening of that day a party of about forty soldiers, belonging to and part of the command of Colonel Johnson, of the United States army, which had encamped for the night in said town of Tecumseh, on their route to Topeka, as an escort or support for the marshal, J. B. Donaldson, in executing the laws, rushed into my said storehouse during my usual hours of business, and took and carried away sundry articles of my stock charged in the schedule annexed to this petition and made a part thereof; with the assistance of my friends, and begging and entreaties, I succeeded in drawing them out of my said storeroom, when I immediately closed my doors and secured the same as usual. I then retired to my usual place of rest, and during the night said storeroom was broken open and all the articles charged in my schedule taken away or destroyed, as I verily believe, by the same United States soldiers who commenced robbing and pillaging from said storeroom before I closed it, as above stated. I made due com-

plaint to Colonel Johnson, the officer in command, without procuring the slightest redress or promise of indemnity. The prices I have charged for all of said articles are fair, just, and reasonable. I have never received pay for said articles, in whole or in part

JAMES M. HANDS.

Sworn to and subscribed before me this 4th day of December, 1857.
WM. O. YAGER.

Territory of Kansas to James M. Hands, Dr.

1856.—To	½ box tobacco, 65 lbs., at 60 cents	-	-	-	\$39 00
	1 box fine segars	-	-	-	5 00
	glassware	-	-	-	10 00
	ready-made clothing	-	-	-	50 00
	boots and shoes	-	-	-	75 00
	1 barrel whiskey, 40 gallons, at \$3	-	-	-	120 00
	½ barrel whiskey, 20 gallons, at \$1 50	-	-	-	30 00
	½ barrel cherry bounce, 20 gallons, at \$4	-	-	-	80 00
	1 keg Holland gin, 11 gallons, at \$5	-	-	-	55 00
	10 gallons port wine, at \$6	-	-	-	60 00
	8 gallons brandy, at \$8	-	-	-	64 00
					<hr/>
					588 00
					<hr/> <hr/>

JAMES M. HANDS.

Carl Casper, being duly sworn, says: I know the petitioner, James M. Hands; he is a citizen of this Territory; I have heard his petition and schedule read; I know that on or about the 21st day of July, A. D. 1856, a great number of United States soldiers, then encamped in Tecumseh, did crowd into Mr. Hands's storeroom, as he alleges, and did take and carry away different things belonging to Mr. Hands, such as tobacco, clothing, boots, &c., which I saw them take. They came in numbers sufficient to fill the room, so as to make it difficult to see what was going on or move about. I left the room full, and the next morning saw that the storeroom had been broken into. I believe it was broken open and robbed by the same lot of soldiers.

CARL CASPER.

Sworn to and subscribed before me this 4th December, 1857.

WM. O. YAGER.

N. U. Vance, being duly sworn, says: I know the petitioner, James M. Hands; have heard his petition and schedule read; he is a citizen of this Territory; I was present in the storeroom of the petitioner on

or about the 21st of July, when it was crowded into by a number of United States soldiers—about 40 or 50—and saw them taking articles from his store; I don't know the value of the things taken by them; I know that at the time he had just such articles as he has charged in his schedule; I think he had as many as he has charged; I think he has charged all the articles at his selling prices. I saw the next morning that the storeroom had been broken into during the night and a great many articles missing. I think that in the aggregate his losses amounted to more than \$500; I believe it was broken into by the United States soldiers belonging to the command of Colonel Johnson, encamped during the night in Tecumseh. A great many of the soldiers were drunk the next day.

N. U. VANCE.

Sworn to and subscribed before me this 4th day of December, 1857.
WM. O. YAGER.

In the matter of the petition of James M. Hands.

Petitioner claims for groceries and property taken by a company of United States troops, under Colonel Johnson, stationed at Tecumseh in July, 1856	-	-	-	-	-	\$588
The general proof warrants an allowance of about	-	-	-	-	-	500
Add interest, 2½ years, at 6 per cent.	-	-	-	-	-	75
Total award	-	-	-	-	-	515

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

AUGUST 29, 1859.

No. 476.

In the matter of the petition of George W. Ward.

TERRITORY OF KANSAS, *County of Douglas, ss:*

George W. Ward, the above-named petitioner, being duly sworn, saith: I presented a statement of my actual losses during the difficulties of 1855-'56 to H. J. Strickler, late commissioner to audit claims under the act of 1857. The witnesses upon whom devolved the proof of my claim were J. M. Tuton, Toussaint La Hay, and Sidney M. Ward; and deponent further saith that the statement so presented to said commissioner was correct and true according to the best of the knowledge and belief of this deponent, and that deponent is unable to obtain the attendance of all of said witnesses before the present board of commissioners, as some of them are absent from the Ter-

ritory, as far as deponent knows or can ascertain. J. M. Tuton, as deponent is informed, is now living in the southwest of Missouri; his testimony being important in this case, deponent respectfully asks of the honorable board of commissioners, appointed to provide for adjustment and payment of claims, that the testimony, proof, and papers originally taken by the former commissioner, H. J. Strickler, be accepted as his petition and testimony under the present law. I have never recovered any of the property nor received any compensation from any source for the property taken as alleged and set forth in the case so presented to the former commissioner, and upon which his award was made in my favor for thirteen hundred and sixty-five dollars. This deponent settled in Kansas during the fall of 1854. His claim is situated upon Wakarusa, about ten miles from Lawrence.

GEO. W. WARD.

Subscribed and sworn to before me on this 1st day of August, A. D.
[L. s.] 1859.

DAVID T. MITCHELL,
Notary Public.

TERRITORY OF KANSAS, *County of Douglas* :

George W. Ward, being duly sworn, says: That he settled in Kansas Territory in the fall of 1854 upon a claim upon the Wakarusa, about ten miles from Lawrence; he settled, improved, and pre-empted the land for a home, and has occupied and possessed the land up to the present time; from political excitement and prejudice he temporarily absented himself for a short time, but considers it his home, never having abandoned his home in the Territory, never have exercised the elective franchise out of Kansas since his settlement in said Territory, and has done no act to his knowledge to deprive him of any of the rights and privileges of a citizen of Kansas. Your petitioner's delay in presenting his claim was owing to a misapprehension as to the time of commissioners closing their business; and second, that the award made by the former commissioner would be considered by the honorable board without any direct application of the claimant.

GEO. W. WARD.

Subscribed and sworn to before me on this 1st day of August, 1859.
[L. s.]

DAVID T. MITCHELL,
Notary Public.

To the Hon. H. J. Strickler, commissioner for auditing claims:

The petition of the undersigned, a citizen of Douglas county, Territory of Kansas, respectfully sheweth: That your petitioner has lost property and incurred expenses in consequence of the troubles and difficulties that have occurred in this Territory; that on or about the

7th day of September, A. D. 1856, a body of armed men came to the dwelling of your petitioner, turned his family out of the house, robbed and destroyed all his household and kitchen furniture, burned his houses, and that the actual loss of said petitioner, placing a fair and just price upon the articles lost, stolen, and destroyed, amounted in the aggregate to the sum of thirteen hundred and sixty-five dollars, for which the said petitioner has never in any manner received indemnity or compensation for said loss.

GEO. W. WARD.

Sworn and subscribed before me this 17th day of September, 1857.

H. J. STRICKLER,

Commissioner for Auditing Claims.

List of property annexed to the petition of George W. Ward, having been stolen and destroyed by armed bodies of men, to wit:

To two log houses and furniture	- - - - -	\$500
To beds and bedding	- - - - -	190
To one bureau, table, chairs, safe, and cupboard	- - - - -	85
To silver, queensware, and other table-ware	- - - - -	35
To men's clothing, wife's clothing	- - - - -	200
To one steer, hogs, scythe, snead, axe	- - - - -	103
To iron and pot ware	- - - - -	10
To one large stack of hay	- - - - -	15
To one stand, curtains, leather trunk	- - - - -	30
To two large chests and satchels	- - - - -	13
To one side-saddle, bridle, &c.	- - - - -	20
To one clock and mirror	- - - - -	25
To one double-barrelled shot-gun	- - - - -	20
To books, saw, auger, and chisels	- - - - -	60
To stoneware and preserves	- - - - -	14
To miscellaneous articles	- - - - -	10
To corn destroyed	- - - - -	25
To chickens destroyed	- - - - -	10
		1,365
		1,365

GEO. W. WARD.

Sworn to and subscribed before me this 17th day of September, 1857.

H. J. STRICKLER, *

Commissioner.

I certify that the above is a true copy of the original petition and schedule of George W. Ward. Given under my hand August 29, 1859.

H. J. STRICKLER.

In the matter of the petition of George W. Ward.

Sidney M. Ward, who being duly sworn, says: That she is the wife of Mr. George W. Ward; was at home on the 7th of September, 1856. On the evening of that day a body of armed men surrounded the house of the petitioner, (Mr. Ward,) and commenced firing guns; then demanded a surrender of the men; finding there were no men about the premises, they came into the house, took and carried away all the movable effects of Mr. Ward, such as bedding, clothing, &c.; they threatened, at different times, to shoot me if I did not leave the premises; although being in *deshabille*, I was not allowed to take a suit of wearing apparel, but, applying the torch to the houses, burnt up all the furniture and effects of the petitioner. I have examined the schedule annexed to the petition of Mr. Ward, and know that all the articles mentioned were either burned or carried away. Believe that the property, houses, &c., were destroyed by persons engaged in the rebellion, and in direct resistance to the constituted authorities; believe that they destroyed Mr. Ward's property because he differed with them in political sentiments; believe that the estimated value of the property destroyed, stolen, and burned, as shown by the schedule, to be fair and correct.

SIDNEY M. WARD.

Sworn to and subscribed before me this the 22d of September, 1857.

H. J. STRICKLER,
Commissioner for Auditing Claims.

I certify that the above is a true copy of the original affidavit of Sidney M. Ward.

H. J. STRICKLER.

In the matter of the petition of George W. Ward.

John M. Tuton, after being duly sworn, states: That he knows Mr. Ward to be a citizen of the Territory; that he was familiar with Mr. Ward's property and effects, as he had the same under charge during the absence of Mr. Ward; that he has carefully examined the annexed list of property submitted by Mr. Ward, and knows that the property enumerated was carried off or destroyed at the time by an armed body of men; that the price annexed to the articles was about the cash price of the same, and believes that the aggregate sum of the loss incurred by Mr. Ward in consequence of the troubles in the Territory could not, under a fair, just, and reasonable valuation, be less than thirteen hundred and sixty-five (1,365) dollars.

Sworn to before me this 17th day of September, A. D. 1857.

H. J. STRICKLER,
Commissioner.

I certify that this deposition of J. M. Tuton is a true copy of the original taken before me as commissioner, and through inadvertence and neglect of my own was not subscribed.

H. J. STRICKLER.

In the matter of the petition of George W. Ward.

Samuel Walker, of lawful age, being duly sworn, deposes and says: That he is acquainted with George W. Ward; knows that his houses and effects were burned and destroyed in the fall of 1856; it occurred about the 7th of September. The houses were double log-houses; pretty good houses; the houses and effects were destroyed by an armed body of men. I know everything was burnt up; even the clothing of Mrs. Ward was burnt; that she left the premises in her night clothes.

SAMUEL WALKER.

Sworn to and subscribed before me on this 24th day of August, 1859.

[L. s.]

DAVID T. MITCHELL,
Notary Public.

In the matter of the petition of George W. Ward.

Petitioner claims for two houses, furniture, wearing apparel, and other property destroyed September 7, 1856. \$1,365 00

The evidence is conclusive as to the loss and destruction of property, and the value as nearly approximated as the nature and circumstances of the case permit. Captain Samuel Walker's testimony is conclusive. The above amount is the same as allowed by former commission.

Add interest, 2½ years, at 6 per cent.	-	-	-	204 75
Total award	-	-	-	1,569 75
				1,569 75

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

AUGUST 29, 1859.

No. 477.

TERRITORY OF KANSAS, *Jackson County:*

To the honorable commissioners appointed in conformity to an act of the legislature of Kansas Territory, approved February 7, 1859, to audit and certify all claims for the loss of property taken or destroyed, and damages resulting therefrom, during the disorders which prevailed in the said Territory from November 1, 1855, to December 1, 1856:

The undersigned, your petitioner, would state that in the month of August, 1856, his house was forcibly entered by a body of armed men, and took therefrom four guns, powder, lead, and other accoutrements, belonging to your petitioner, worth one hundred and ten dollars; at the same time said band of armed men took one bay horse, worth \$125, and on or about the 7th of September, 1856, a part of the same band and others, amounting to 27 in number, came to your petitioner's, and took from him forcibly one bay horse, one shot-gun, bridle, one buffalo rug, blanket, and lariat, worth one hundred and forty dollars, making in all \$375, for which your petitioner has never received any remuneration whatever, and for which losses he asks for such relief as your honor thinks right and just; and will ever pray.

Your petitioner further states that he is a *bona fide* citizen of Kansas Territory, and has resided in said Territory with his family since April, 1855, at the same place where he now resides, three miles from Topeka and two miles from Indianola.

PERRY FLESHMAN.

Sworn to before me August 20, 1859.

EDWARD HOOGLAND,
*Commissioner.*SHAWNEE COUNTY, *ss:*

Raleigh J. Fulton, being duly sworn, saith: I resided in the immediate neighborhood of Perry Fleshman at the time of the robbery, during the summer and fall of 1856, and was well acquainted with said Fleshman, and knew the horses well mentioned in the petition; both horses were bays, and were good horses, worth \$125 or more each; I also knew the guns mentioned in said petition, and consider them worth more than said petition mentions; said Fleshman has never got said horses or guns or anything returned to my knowledge, and has got no remuneration whatever for his losses; I resided at the time of the robbery within one-half mile of said Fleshman, in Jackson county, (then Calhoun,) and saw the men that did the robbery; they were a part of Lane's army, commanded by Captain Cleveland.

R. J. FULTON.

Sworn to before me August 20, 1859.

EDWARD HOOGLAND,
Commissioner.

TERRITORY OF KANSAS, *County of Shawnee, ss :*

James Kuykendall, of lawful age, being duly sworn, on oath says : That he is well acquainted with Perry Fleshman, and has lived within about three and a half miles of him since the year 1854; said Fleshman is a resident of the county of Jackson, formerly Calhoun; I was acquainted with two bay horses owned by said Fleshman at the commencement of the disorders in said county, and know that he had those horses up to the month of August, and up to the time that robberies in said neighborhood commenced; from the time of said robberies said horses have not been in the possession of said Fleshman, and the report was that he was robbed of said horses, which I have good reason to believe; said horses were worth at least \$125 each. I further know that at the commencement of said robberies the said Fleshman had a very valuable double-barrelled shot-gun and several rifles, two or three at least, since which time I have seen none of those guns, and believe that they were taken from him by those robbers; the shot-gun I believe was worth \$35; I do not know the value of the rifles, but know they were very valuable guns; have not seen said horses or guns since the robberies; and further saith not.

JAMES KUYKENDALL.

Sworn to before me August 20, 1859.

EDWARD HOOGLAND,
Commissioner.

TERRITORY OF KANSAS, *County of Calhoun, ss :*

I, Perry Fleshman, of the county and Territory aforesaid, wishing to avail myself of the benefit of an act entitled "An act to provide for auditing claims," passed February 23, 1857, would respectfully petition the commissioner appointed for the purpose of auditing and certifying all claims of persons who may have sustained any loss or damage in consequence of or growing out of the difficulties in said Territory: That on or about the 30th of August, 1856, an armed body of men came to his house for the purpose, as they said, of robbing him or taking his horses and guns, which they did, that is, one horse, worth \$125; four guns, one a double-barrelled shot-gun, the other three rifles, all worth \$90; one Indian hatchet; powder and lead; two powder flasks, two shot pouches, and powder horns and shot bag, worth \$12.

That on or about the 8th day of September, 1856, a company of armed men came to his house, and took one horse, worth \$125; one gun, worth \$15; one lariat, worth \$1; one bridle, worth \$2; one buffalo rug, worth \$5. For all of which losses your complainant has received no satisfaction or recompense whatsoever. He therefore asks an allowance for said losses, to the amount of \$375, the amount of his losses, and he therefore presents this his petition.

her
EMILY × FLESHMAN.

mark.
PERRY FLESHMAN.

The within and foregoing was duly subscribed and sworn to before me this 10th day of December, A. D. 1857.

JAMES KUYKENDALL,
Clerk of Commissioners' Court, K. T.,
 By J. M. KUYKENDALL,
Deputy Clerk.

Raleigh J. Fulton, being duly sworn, says: I am acquainted with the petitioner, Perry Fleshman; have heard his petition read; I know that he had the property described in the petition; did not see them taken; but saw one of the horses and one gun in the possession of a body of armed men, purporting to be a part of Colonel Harvey's command; Colonel Harvey was an officer under James H. Lane; the horses were worth \$125 each; the gun that I saw in their possession was worth \$30; one other was worth \$30; and the other two guns were worth \$30 each; I know that he had all the articles charged at his house, and know they were missing after Harvey's company were about there.

R. J. FULTON.

Sworn to and subscribed before me this 12th December, 1857.

WILLIAM O. YAGER,
P. J., Shawnee County, K. T.

James Kuykendall, being duly sworn, says: I know that Mr. Fleshman has been a citizen of the Territory for upwards of three years; I know that up to the time of the robberies in August, 1856, he had two horses and several guns; that since then he has never had any; I have never seen this property in his possession since; the report was that they had been robbed, as he states in his petition; I had reasons to believe, and did believe, that said report was correct.

JAMES KUYKENDALL.

Sworn to and subscribed before me December 12, 1857.

WILLIAM O. YAGER,
P. J., Shawnee County, K. T.

In the matter of the petition of Perry Fleshman.

Petitioner claims for two horses, guns, saddles, blankets, and accoutrements, taken from him in August, 1856, by Captain Cleveland's company, Topeka - - - - -	\$375 00
The proof sustains the claim.	
Add interest, 2½ years, at 6 per cent. - - - - -	56 25
Total award - - - - -	431 25

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

AUGUST 29, 1859.

No. 478.

In the matter of the petition of Josiah Goodwin.

Ephraim Husted, being duly sworn, upon oath says: That he is acquainted with the petitioner, Josiah Goodwin; that the said Goodwin has resided in Kansas Territory since the fall of 1855; that this affiant resided on a claim adjoining that of Mr. Husted since the fall of 1855, said claims being about one mile from Osawatomie; that in the month of May a party of men known by the name of the Georgia Colony, which was encamped about one mile from the claim of said Goodwin, came to the house of said Goodwin, and threatened Mr. Goodwin in different way; they told him that if he did not join their company they would kill him; that during the month of July and a part of the month of August, 1856, the said party threatened the said Goodwin at different times to kill him; to drive him out of the Territory, and other remarks of a similar character, which this affiant heard made, and which were made in his presence; the son-in-law of Mr. Goodwin having joined the Georgians, became one of the leaders, and led them to the house of Mr. Goodwin at different times, at which times the said company made the threats as aforesaid; that the said Georgia company committed a large number of depredations upon the property and persons of the citizens living in the immediate vicinity of Mr. Goodwin; so that all the citizens who were known to be free-State men and who could get away left the county for fear of said company; that on the last of August Mr. Goodwin left his house with his family, and went to the State of Missouri, where he had acquaintances, leaving a lot of fowls, a field of sixteen acres of corn, and a garden of over an acre, containing potatoes, onions, tomatoes, and other vegetables, without any person to take care of the same. Mr. Goodwin was compelled to leave and did leave his house on account of said threats and indications of violence; and it was utterly impossible to provide any means for the care of the said fowls, corn, and vege-

tables; that the said Goodwin did not return to his home, nor was it safe for him to return home, until about the 1st of November, 1856; the said Georgians and other parties in that part of the Territory ranging through the country and committing depredations upon the persons and property of the citizens, and making threats against the persons and lives of free-State men, of which Mr. Goodwin was known to be one; that during the necessary and unavoidable absence of Mr. Goodwin from his home, as aforesaid, the property of Mr. Goodwin was carried away; said property consisting of 100 chickens, of the value of 50 cents each; garden of over one acre of potatoes, onions, &c., of the full value of \$25; 16 acres of corn, of the value of \$50 per acre; total value, \$800.

This affiant has resided on the claim adjacent to Mr. Goodwin since the fall of 1855, and has been intimately acquainted with him during that time, and believes that said property was never recovered, nor any part thereof; and this affiant does not know that the said Goodwin ever received any consideration, either in whole or in part, on account of said loss, from any source whatever.

EPHRAIM HUSTED.

Sworn to before me and subscribed in my presence June 18, 1859.

CALEB S. PRATT,

Clerk Probate Court, Douglas County, K. T.

In the matter of the petition of Josiah Goodwin.

In this case, through some mistake or neglect, no petition appears to be on file.

Goodwin appeared as a witness for Ephraim Husted, and Husted has given testimony in relation to Goodwin's loss, as follows:

100 chickens, at 50 cents each	-	-	-	-	\$50 00
16 acres of corn, at \$50 per acre	-	-	-	-	800 00
Garden	-	-	-	-	25 00
					<u>875 00</u>

In the absence of further proof, the claim appears extravagant.

No doubt Goodwin sustained loss, but the proof is indefinite. The board, taking the average of proof, prices, &c., in the vicinity of Osawatomie, for such items, allow for—

8 dozen chickens, at \$2 per dozen	-	-	-	-	\$16 00
16 acres of corn, in field, at \$8 per acre	-	-	-	-	128 00
Garden, say	-	-	-	-	25 00
Including interest	-	-	-	-	<u>169 00</u>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

August 29, 1859.

No. 479.

TERRITORY OF KANSAS, *County of Lykins, ss:*

To the Hon. H. J. Strickler, commissioner appointed by an act of the territorial legislature, entitled "An act to provide for the auditing of claims," approved February 23, 1857.

The petition of Ephraim Husted, of the county aforesaid, respectfully sets forth: That your petitioner is and has been a resident of said county for the last two years; that during the summer of 1856, when this portion of the Territory was in a disturbed condition, occasioned by bodies of armed men travelling over the country, committing robberies and outrages of various kinds upon the property of peaceably disposed citizens; that during the fore part of the month of August, of the same year, a large body of men were in camp near the house of your petitioner, commonly known as the Georgia camp, under the command of one Captain Cook; that on or about the 5th day of August, 1856, said body of men took from the possession of your petitioner four horses, as your petitioner is informed and believes; two of which your petitioner subsequently recovered, at an expense of fifty dollars; the other two valued at \$300, as per schedule hereunto annexed.

Your petitioner would further show that he has never received any compensation for any of the above losses.

EPHRAIM HUSTED.

Subscribed and sworn to before me this 21st day of November, 1857.

CYRUS TATOR,
Judge of Probate, Lykins County, K. T.

Schedule referred to in the foregoing petition.

Two horses, of the value of	-	-	-	-	-	\$300 00
Expense of recovering the same	-	-	-	-	-	50 00
						<u> </u>

LYKINS COUNTY, *ss:*

Josiah Goodwin and Mason A. Fairchilds, of the county aforesaid, being severally sworn, say: That they have heard read the foregoing petition made by Ephraim Husted, and are well acquainted with the facts therein set forth; that the same are true, of their own knowledge. Deponents further say that they were well acquainted with the property mentioned in the above schedule; that the sum set opposite the articles is a fair compensation therefor.

JOSIAH GOODWIN.
M. A. FAIRCHILDS.

Subscribed and sworn to before me this 21st day of November, 1857.

CYRUS TATOR,
Judge of Probate, Lykins County, K. T.

Josiah Goodwin, being duly sworn, upon oath says: That he is acquainted with Ephraim Husted; that said Husted has resided in Kansas Territory since the fall of 1855. Some time in the last of July or 1st of August, 1856, Mr. Husted was living on his claim, about one mile from Osawatomie, and was the owner of a black mare, of the value of \$150; that during said time a party of men, being a portion of a company of men called the Georgia Colony, then camped about a mile from Mr. Husted's house, passed by the house of Mr. Husted, and took said mare from Mr. Husted, and several other horses from his father, then living with him. This affiant states that he went to the camp of said Georgia Colony on the same morning of said robbery, immediately after the robbery, and several of said colony acknowledged to him that said mare had been taken by members of their company, excusing the company from the robbery, by disavowing the act of said portion of the company as the act of the whole colony; that he has resided near the petitioner, Mr. Husted, ever since said robbery, and he believes that Mr. Husted never received or recovered said horse, nor any remuneration whatsoever; that Mr. Husted left his home shortly after the loss of said mare, for the avowed purpose of finding and recovering her, and returned without said mare.

JOSIAH GOODWIN.

Sworn to before me and subscribed in my presence this 18th day of June, 1859.

CALEB S. PRATT.

Clerk of Probate Court, Douglas County, K. T.

In the matter of the petition of Ephraim Husted.

Petitioner claims for one horse taken by the Georgia Colony, under Captain Cook	-	-	-	-	\$150 00
The proof sustains the claim.					
Add interest, 2½ years, at 6 per cent.	-	-	-	-	22 50
Total award	-	-	-	-	<u>172 50</u>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

AUGUST 29, 1859.

No. 480.

To the honorable board of commissioners appointed by the legislature of the Territory of Kansas by an act approved February 7, 1859, to audit, adjust, and certify all claims of the citizens of said Territory for losses of property taken or destroyed, and damages resulting therefrom, during the disorders which prevailed in this Territory from November 1, 1855, to December 1, 1856:

Your petitioner, David Milne, would represent to your honors: That he was, in the year 1856, a resident of the town of Indianola, and on the 26th day of August of said year he made a trip to Leavenworth with his wagon, after a load of provisions, and on said trip he says he was much disturbed with bodies of armed men, but returned home without loss, and on his return to Indianola on the 30th of August he found the town in an uproar and many men there, all armed and in confusion, and on the 31st of August, at night, a valuable mare, which he had tied on the grass, was taken, which mare was worth at least one hundred and twenty-five dollars, for which mare he has received no compensation, but her value is an entire loss to him. Your petitioner further says that he is, and has been since March, 1855, a *bona fide* citizen of Kansas Territory, with his family. He therefore asks your honors for such redress as they may think him entitled to; and will ever, &c.

DAVID MILNE.

Sworn to before me August 20, 1859.

EDWARD HOOGLAND,
Commissioner.

SHAWNEE COUNTY, ss:

Perry Fleshman, being duly sworn, saith: That he is well acquainted with David Milne since the spring of 1855, and knows him to be a resident of Jackson county from that time until the present time, and that he lost a bay mare about the last of August, 1856. Said mare has never been in the possession of said Milne, to my knowledge, since that time. I believe said mare to be worth one hundred and twenty-five dollars or one hundred and thirty dollars at the time she was taken.

PERRY FLESHMAN.

Sworn to before me August 20, 1859.

EDWARD HOOGLAND,
Commissioner.

R. J. Fulton, being duly sworn, says: That he has resided in the immediate neighborhood of David Milne, of Jackson county, Kansas Territory, since the year of 1855, and knows that said Milne lost a

certain bay mare, about the last of August, A. D. 1856, worth one hundred and twenty-five or one hundred and thirty dollars, and has never known of said Milne's having possession of said mare or receiving any pay for said animal.

R. J. FULTON.

Sworn to before me August 20, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of David Milne.

Petitioner claims for one horse taken from him at Indianola, near Topeka, August 30, 1856, worth.....	\$125 00
The proof sustains the claim.	
Add interest, 2½ years, at 6 per cent.....	18 75
Total award.....	<u>143 75</u>

EDW'D HOOGLAND.
SAM'L A. KINGMAN.
HENRY J. ADAMS.

No. 481.

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

To the commissioners appointed by act of the territorial legislature to audit and certify claims for the loss of property taken during the troubles which prevailed in Kansas between November 1, 1855, and December 1, 1856:

Nelson McCracken respectfully represents to your honorable board: That he was a resident of Kansas during the years 1855 and 1856, and that he is now a resident of Kansas, and that he sustained losses between November 1, 1855, and December 1, 1856, originating in and growing out of the political difficulties which prevailed in this Territory at that time; that during the month of September your petitioner was engaged in the grocery and commission business, on the levee, between Cherokee and Choctaw streets, and that, for the lawful prosecution of his said business, he had on hand a large stock of goods, wares, and merchandise; and that at sundry times during the month of September, A. D. 1856, your petitioner was ordered away from the Territory of Kansas by pro-slavery men, under command of one Fred. Emory; and that on or about September 1, 1856, your petitioner was forcibly driven out of this Territory; and that previous to the time when your petitioner was driven out of this Territory certain pro-slavery men entered the store of your petitioner

and took therefrom a large quantity of powder; and that, after your petitioner was driven away, his store on the levee was entered by pro-slavery men, and goods, wares, and merchandise taken and carried away, amounting in value to the sum of *four thousand one hundred and sixteen dollars and eighty-six cents*; and for a statement of the items of said goods, wares, and merchandise so taken and carried away the honorable commissioners are referred to the accompanying account, marked A, which is hereby prayed to be made a part of this petition, which account contains a statement of all the articles taken from your petitioner, both before and after he was driven away from the Territory of Kansas; and for a more full and particular statement of all the facts and circumstances attending the taking of your petitioner's goods, wares, and merchandise, and the particulars concerning the disposal of that part of petitioner's goods, wares, and merchandise not fully explained and accounted for by accompanying affidavits, your honorable board is referred to case filed before them, numbered one hundred and forty-seven, in the matter of Columbus Hornsby, which petition and evidence, so far as it may be applicable to the case of your petitioner, is prayed to be made a part of this petition.

And your petitioner would still further represent that for the aforementioned property taken he has never received any compensation whatever, nor any compensation for any part thereof.

N. McCracken.

Sworn to before me August 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

Petitioner claims award for.....	\$4,116 86
Interest, 3 years, at 6 per cent.....	740 88
	<hr/>
Whole amount.....	4,857 74
	<hr/> <hr/>

A.

A list of goods taken from store and warehouse of N. McCracken in September, 1856, in Leavenworth City, Kansas Territory:

3 kegs rifle powder, at \$10.....	\$30 00
3 kegs of mining powder, at \$8 50.....	25 50
4½ kegs rifle powder, at \$5 50.....	22 00
4¼ kegs rifle powder, at \$3.....	12 00
2 cases canister, 25 lbs. each, 4 dozen, at \$9.....	36 00
2 cases canister, 12½ lbs. each, 4 dozen, at \$7 50.....	30 00
10 barrels molasses, 43 gallons each, 430 gallons, at \$1.....	430 00
8 barrels golden syrup, 330 gallons, at \$1 25.....	412 50

5 $\frac{1}{2}$ -barrels molasses; 125 gallons, at \$1.....	\$125 00
5 $\frac{1}{2}$ -barrels golden syrup, 125 gallons, at \$1 25	156 25
5 kegs syrup, 50 gallons, at \$1 25	62 50
1 keg bar lead, 250 lbs., at 12 $\frac{1}{2}$ cents.....	31 25
13 kegs assorted nails, at \$6 50.....	84 50
15 kegs 3-penny nails, at \$8 50.....	127 50
67 sacks extra flour, at \$4 50.....	301 50
10 barrels extra flour, at \$9.....	90 00
2 barrels mackerel, at \$10.....	20 00
1 barrel brown sugar, 300 lbs., at 12 $\frac{1}{2}$ cents per pound	37 60
2 barrels crushed sugar, 348 lbs., at 16 $\frac{2}{3}$ cents per pound...	58 00
2 barrels powdered sugar, 523 lbs., at 16 $\frac{2}{3}$ cents per pound...	87 17
10 bags Rio coffee, 1,665 lbs., at 16 cents per pound.....	266 40
5 bags No. 18 coffee, 811 pounds, at 18 cents per pound.....	145 98
8 boxes yeast-powders, at \$3	24 00
2 boxes vermicelli, at \$4 50	9 00
3 boxes macaroni, at \$4 50.....	13 50
3 boxes yellow bank tobacco, at \$4 50.....	13 50
2 barrels soda, 212 pounds, at 10 cents per pound.....	21 20
1 barrel smoking tobacco, 81 pounds, at 15 cents per pound..	12 50
5 boxes lemon syrup, at \$4 50.....	22 50
2 boxes brandy cherries, at \$9.....	18 00
3 boxes claret wine, at \$9.....	27 00
1 box 10 dozen sardines, $\frac{1}{4}$, at 4 50	45 00
1 box 5 dozen sardines, $\frac{1}{2}$, at \$7 50.....	37 50
3 dozen oysters, at \$12.....	36 00
$\frac{1}{2}$ gross S. B. cards, at \$18 per gross	9 00
$\frac{1}{2}$ gross excelsior cards, at \$30 per gross.....	15 00
1 box rock candy, 34 lbs., at 25 cents	8 63
3 boxes corn candy, \$4 50	13 50
5 boxes star candles, 200 lbs., at 30 cents per pound.....	60 00
10 $\frac{1}{2}$ boxes star candles, 200 pounds, at 30 cents per pound...	60 00
9 bags buck-shot, at \$3 12.....	28 13
9 bags bird shot, at \$3.....	27 00
1 box Harles's tobacco, 122 lbs., 35 cents per pound.....	42 70
1 box tobacco, 103 lbs., at 45 cents per pound.....	46 35
2 small boxes tobacco, 14 lbs. each, 29 lbs., at 45 cents per lb.	13 05
2 boxes twist tobacco, 40 pounds, at 50 cents per pound.....	20 25
$\frac{1}{2}$ chest imperial tea, 52 lb., at \$1 per pound.....	52 00
$\frac{1}{2}$ chest gun-powder tea, 63 pounds, at \$1 per pound.....	63 00
3 boxes prunes, at \$1 50 per box.....	4 50
4 drums figs, at \$1 50.....	6 00
2 cases $\frac{1}{2}$ double-soled boots, at \$35 per case.....	70 00
1 case $\frac{1}{2}$ double-soled calf boots.....	54 00
1 case $\frac{1}{2}$ double-soled gilt top boots.....	48 00
2 cases Green's double-soled gent's boots, at \$40 per case.....	80 00
1 case, 60 pair, women's shoes, at \$1 25 per pair.....	75 00
2 $\frac{1}{2}$ dozen women's kid boots, at \$1 50.....	45 00
2 $\frac{1}{2}$ dozen women's calf boots, \$1 50.....	45 00

Travelling expenses of trips in September and October, 1856 :

4 passages from Leavenworth to St. Louis, at \$12 each.....	\$48 00	
9 days' board in St. Louis, at \$6 50.....	58 50	
4 passages from St. Louis to Keokuk, Iowa, at \$4 50..	18 00	
2 days' board at Keokuk, at \$6 50.....	13 00	
4 stage fare from Keokuk to Ottumwa, Iowa, at \$5 50	22 00	
4 passages from Ottumwa, Iowa, to Nebraska City, at \$15	60 00	
8 days' board at Kirksville, Iowa, at \$5	40 00	
Board from Ottumwa to Nebraska City, 5 days.....	30 00	
4 days' board at Nebraska City, at \$5.....	20 00	
4 passages from Nebraska City to Leavenworth, at \$12 50.....	50 00	
		\$359 50
		4,116 86

In the matter of the petition of Nelson McCracken.

TESTIMONY.

TERRITORY OF KANSAS, County of Leavenworth, ss:

James W. Skinner, of the city and county of Leavenworth, being duly sworn, deposeseth and saith: That he is acquainted with the petitioner, Nelson McCracken; know that he was a resident of the Territory at the time of the troubles, and that he is now a resident of Kansas; know that the petitioner was engaged in the grocery and commission business on the levee, between Choctaw and Cherokee streets, during the month of September, 1856, and for a long time previous; know that he suffered losses growing out of the political difficulties which prevailed in the Territory at that time, during the month of September, A. D. 1856; know that the petitioner was ordered to leave the Territory by pro-slavery men—by members of Emory's company—and that he was finally driven out of the Territory, on board of the steamer Emma; that after petitioner was driven away his store was entered and the goods taken and carried away under the direction of pro-slavery men; that he saw a large quantity of goods carried away on drays; saw the name of McCracken marked on some of the boxes; that he has heard the petition and testimony in the case of Columbus Hornsby read, and testifies to the truth of the general facts therein contained, so far as they bear upon Mr. McCracken's case. Merrit Young came to this affiant (this affiant being a steamboat agent) and wished him to ship to Weston, Missouri, a large quantity of barrel freight, consisting of flour, molasses, whisky,

fish, and nails, which this affiant saw taken from Nelson McCracken's store on the levee; this affiant did not ship it, but know that it was shipped, as I saw it on the boat; affiant cannot give a very correct estimate of the value of the goods so taken and shipped—there was a large quantity; asked Merrit Young what he was going to do with the goods; Young said he was going to take them up home, (he lived at Weston, Missouri;) affiant then asked Young what he was going to take the goods for; he (Young) said that McCracken was owing him a balance on flour, and he was going to take these goods; affiant then said to Young, "that is a big pile of goods;" Young said, "I know it, but the balance of them are going in and I am going in to get all I can." Affiant has examined the accompanying account, marked A; should think that amount of goods was taken away from McCracken's store; should think the value of the goods certainly as much as is stated in account, marked A. Affiant has been in the freighting business four years; am well acquainted with the kind of goods mentioned in account A; know the value of such goods; have been called upon often to act as appraiser upon such kind of goods. Affiant means to say that he thinks the value of *all the goods* that were taken from McCracken's store, and which *belonged to McCracken*, including both the goods that went up the river and those that were taken and appropriated by pro-slavery parties here in the city, amounted to the sum stated in account A, and even more than the sum therein stated.

J. W. SKINNER.

Sworn to before me August 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petitioner of Nelson McCracken.

TESTIMONY.

Augustus M. Sattig, of the city and county of Leavenworth, being duly sworn, deposeth and saith: That I am acquainted with the petitioner; he carried on his business on the levee, next door but one to mine; was in his place every day; knows that he suffered loss; was driven away from the Territory in September, 1856; left all his property; just before he was driven away he received a very large stock of goods, consisting of groceries, boots, and shoes; I saw Fred. Emory, with his company of one hundred men, after they shot William Phillips; they disarmed me and took some of my goods; they went to McCracken's warehouse; were going to break open the door; Mr. Woodward, one of McCracken's clerks, told them not to break open the door, he would give them the key; gave them the key and they went in; saw them take out some goods—some ten or fifteen kegs of powder, boots and shoes, and sugar, and while they were taking out the goods I was obliged to leave; afterwards I came back; in about

three or four weeks I came back. Mr. Ragan, who was left in charge of McCracken's store, showed me a bill of the goods taken by Emory's men; the items in the accompanying account, marked A, correspond with the one Ragan showed me at the time of my return; think the amount about the same; know that the goods were worth the amount stated in account A; have been in the grocery business twelve years; Ragan informed me that he had taken the St. Louis prices in making out the account he showed me; saw a portion of them on the levee before I left; Ragan told me that a part of the goods were shipped to Weston, Missouri, and a part were carried to the commissary department at the Union school-house in this city, where they were distributed by J. L. Roundy, as I have been informed by persons who say they have received a portion of them.

AUGUST. M. SATTIG.

Sworn to before me this 30th day of August, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Nelson McCracken.

TESTIMONY.

Simon Kohn, of the city and county of Leavenworth, being duly sworn, deposes and saith: That he is acquainted with the petitioner; did business on the levee near him; knows that he had a good stock of goods on hand at the time of the troubles, about the first of September. He was driven off in the same boat that I was driven away on. For certain reasons, they let me come back to the city the same day; next day saw armed men of Emory's company, and others, enter McCracken's store and warehouse, who were taking out goods and loading them upon drays. The goods consisted of sugars, coffee, hams, salt, tobacco, whiskey, and other articles. They took the goods to the Union school-house. Knows that the petitioner never got them again.

SIMON KOHN.

Sworn to before me this 30th day of August, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Nelson McCracken.

TESTIMONY.

Charles Holborn, of the city and county of Leavenworth, being duly sworn, deposes and saith: That he is acquainted with the petitioner in this case; knows him to be a resident now and at the time

of the troubles; did business near the petitioner on the levee; knows that he had a large stock of goods on hand during the summer of 1856; knows that he was driven from this Territory about the first of September. Saw armed men of Emory's company go into McCracken's warehouse and take out goods, in barrels and boxes, and load them upon drays, and carry them to the Union school-house. Don't think petitioner recovered any of them afterward.

CHARLES HOLBORN.

Sworn to before me August 30, 1859.

EDWARD HOOGLAND.

In the matter of the petition of Nelson McCracken.

Petitioner, in this case, claims for goods, wares, and merchandise, taken from his store in Leavenworth City in the early part of September, 1856.....	\$4,116 86
The commissioners think the proof warrants an award for the whole amount claimed.....	4,116 86
Interest, 2½ years, at 6 per cent.....	617 53
	4,734 39
	4,734 39

HENRY J. ADAMS.
EDWARD HOOGLAND.
SAMUEL A. KINGMAN.

No. 482.

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

To the honorable the commissioners appointed to audit and certify claims for losses sustained during the troubles which prevailed in this Territory from November 1, 1855, to December 1, 1856:

Your petitioner, Frederick Schluter, of the city and county of Leavenworth, respectfully represents : That he sustained losses during the troubles that prevailed in this Territory between November 1, 1855, and December 1, 1856; that during the month of September your petitioner was engaged in business on Main street, between Choctaw and Cherokee streets, carrying on a boot and shoe business and a repair shop; that in the early part of the month of September, 1856, a company of pro-slavery men, consisting chiefly of Carolinians, came to my place of business, and threatened your petitioner's life, and took and carried away his entire stock of boots and shoes, valued at the sum of six hundred dollars. And your petitioner would further represent that for said stock, consisting of boots and shoes, so

taken and carried away, he has never received any compensation whatever, nor for any part thereof. And your petitioner would still further represent that he was at the time of said loss and is now a resident of the Territory of Kansas. Wherefore your petitioner prays that he may be awarded the sum of six hundred dollars.

F. SCHLUTER.

Sworn to before me August 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Frederick Schluter.

TESTIMONY.

John Hogner, one of the first settlers of the city and county of Leavenworth, and now a resident thereof, being duly sworn, deposeth and saith: That he knew the petitioner in September, 1856; knows that he had on hand a good supply of boots and shoes; knows that the petitioner had the boots and shoes, and that after the visit of the Carolinians they were all gone; they took lasts and all; do not know of anything being recovered.

JOHN HOGNER.

Sworn to before me August 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

In the matter of the petition of Frederick Schluter.

TESTIMONY.

Jacob F. Strobel, of the city and county of Leavenworth, being duly sworn, deposeth and saith: That he is acquainted with the petitioner in this case; knew him at the time of the troubles; knows he kept a boot and shoe shop on Maine street during the month of September, 1856; lived opposite to him on Main street; knows that he had on hand a good stock of boots and shoes. About the third day of September, saw a large party of Carolinians enter Schluter's store on Main street; heard them threaten the petitioner's life; knows that they took the entire stock of boots and shoes and loaded them upon a dray, and carried them off; don't think the petitioner has recovered anything; should think six or seven hundred dollars worth were taken.

JACOB F. STROBEL.

Sworn to before me this 30th day of August, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Frederick Schluter.

Petitioner claims for loss of property..... \$600 00

The proof shows a loss, and one witness thinks the amount was \$600 or \$700. The board think an award for the amount claimed, including interest, is as much as the proof authorizes. Award..... 600 00

SAMUEL A. KINGMAN.
EDW'D HOOGLAND.
HENRY J. ADAMS.

AUGUST 31, 1859.

No. 483.

To the commissioners of claims under act of February 7, 1859 :

The undersigned, James Blood and William Hutchinson, respectfully represent: That they are each and both of them citizens of Kansas Territory, and have been such citizens ever since the fall of 1855; that they have sustained losses by reason of the disorder which prevailed in Kansas from November 1, 1855, till December 1, 1856, for which they claim indemnity under the act passed February 7, 1859; that the facts and circumstances of such losses are as follows: During the summer of 1856 petitioners jointly procured and obtained 200 stand of percussion cap muskets, which were *en route* in the early part of the month of September in said year, to be delivered to petitioners at Lawrence, according to their orders; that said guns or muskets were in charge of Robert Morrow, as the agent and employé of petitioners, who brought them via Nebraska City through Nebraska Territory to the Nebraska and Kansas boundary, and within Kansas Territory, when the teams and wagons containing and bringing said guns were stopped by Colonel P. St. George Cook, United States army, who then and there had under his command and drawn up in battle array across the road a large body of United States dragoons, with three or four pieces of artillery; the number of troops was six or eight hundred; by order of Colonel Cook, the train of wagons containing said guns was searched, and all of said guns and a large amount of percussion caps, in all of the aggregate value of three thousand dollars, were unlawfully seized and taken from the agent and employé of petitioners, and retained or so disposed of (the particulars of which petitioners have never been able to ascertain) that said guns and gun caps were wholly and absolutely lost to petitioners; and petitioners further say that said guns and caps were ordered long before Governor Geary's arrival in Kansas, and were being brought into the Territory by their agent for delivery as aforesaid, without any knowledge on the part of their agent that any proclamation to the contrary

had been issued by the governor; but petitioners are informed and believe that the seizure of said guns was made in pursuance of the governor's orders, and with the understanding or declaration that they should be re-delivered to the owners; no resistance was offered to such seizure, and none could have been effectual; subsequent to such seizure, and ever since the same occurred up to the present time, petitioners have frequently and at all times endeavored to find, recover and obtain, said guns and caps, but without avail; none of them were ever recovered, nor have they ever received any compensation therefor; they therefore pray that they may be awarded the said sum of \$3,000, and interest thereon, according to law.

J. BLOOD.
WM. HUTCHINSON.

DOUGLAS COUNTY, ss :

The above named petitioners, being severally duly sworn, say, and each for himself saith: That the facts and circumstances stated and set forth in the above petition are true in substance and effect, to the best of their knowledge, information, and belief.

J. BLOOD.
WM. HUTCHINSON.

Sworn to before me August 5, 1859.

EDW'D HOOGLAND,
Commissioner.

DOUGLAS COUNTY, ss :

Robert Morrow, being duly sworn, saith: I have read the foregoing petition and know the contents thereof; petitioners, Blood & Hutchinson, are citizens of Kansas, and have been such citizens, of deponent's knowledge, ever since the fall of 1855; in the summer of 1856 I was employed by petitioners to go east to take charge of a quantity of arms, consisting of two hundred muskets and a quantity of gun caps, in all of the value of \$3,000, and bring the same to Lawrence, Kansas, for delivery to petitioners; I went east, and according to their orders took charge of and received said guns and caps, and brought the same by teams and wagons through Nebraska into and within Kansas Territory as above set forth; when on or about the 20th day of September, 1856, Colonel Cook, with a large force of dragoons, a portion of the United States army, intercepted, seized, and took away from deponent and his assistants all of said muskets and caps, and the same were retained, lost, or destroyed, so that, to deponent's own knowledge, the same were wholly lost to petitioners, and they were damaged thereby to the amount of \$3,000; that none

of said guns were redelivered or returned to deponent or petitioners, but were wholly lost by reason of such unlawful seizure.

ROBERT MORROW.

Sworn to before me this 5th day of August, 1859.

EDWARD HOOGLAND,
Commissioner.

DOUGLAS COUNTY, ss :

Shalon W. Eldridge, being duly sworn, saith : I was with the train of wagons bringing the above mentioned guns and caps to Blood & Hutchinson in September 1856, and know that the facts specified and circumstances mentioned in the foregoing petition and above affidavit of Robert Morrow are true in substance; I saw said guns and caps; I accompanied them through Nebraska into Kansas; they were collectively worth \$3,000; I know they were forcibly taken by Colonel Cook's command, and were wholly lost to petitioners.

S. W. ELDRIDGE.

Sworn to before me August 5, 1859.

EDWARD HOOGLAND,
Commissioner.

in the matter of the petition of James Blood and William Hutchinson.

Petitioners claim for 200 stand of muskets and equipments, taken by Colonel Cook, United States army, according to command of Governor Geary, value	-	-	-	\$3,000
The proof sustains the claim and an award is therefore made for said amount, and interest, 2½ years, at six per cent.	-	-	-	450
Total award	-	-	-	<u>3,450</u>

EDWARD HOOGLAND.
SAMUEL A. KINGMAN.
HENRY J. ADAMS.

AUGUST 29, 1859.

No. 484.

TERRITORY OF KANSAS, *County of Leavenworth :*

To the commissioners appointed to audit and certify claims for property taken and destroyed, and damages resulting therefrom, during the troubles which prevailed in Kansas between November 1, 1855, and December 1, 1856, by act of legislature approved February 7, 1859 :

Your petitioner, William Rosenfeld, of the city and county of Leavenworth, respectfully represents : That he sustained loss, originating in and growing out of the political difficulties which prevailed in this Territory between November 1, 1855, and December 1, 1856 ; that

he was a resident of Kansas at the time of said loss, and is now a resident; that on or about the 1st of September, 1856, the room of your petitioner was entered by some members of the Carolinian company and his trunk broken open and a box containing jewelry and a suit of clothing were abstracted therefrom; the said box was of the value of fifteen dollars, and its contents, consisting of rings, breast-pins, pencils, and lockets of the value of one hundred and fifty dollars, and said clothing being of the value of thirty-five dollars. And your petitioner would still further represent that he has never recovered said property, taken as aforesaid, nor has he received any compensation therefor, nor for any part thereof. Wherefore your petitioner claims an award for two hundred dollars.

WILLIAM ROSENFELD.

In the matter of the petition of William Rosenfeld.

TESTIMONY.

Louis Weil, of the city and county of Leavenworth, being duly sworn, deposes and saith: That I am acquainted with the petitioner in this case; know that he was a resident at the time of the troubles, and that he is now a resident; know that he had a box containing jewelry; should think it was worth one hundred and fifty dollars; think the box worth fifteen dollars; know he lost a suit of clothes; think the suit worth thirty-five dollars; know that he lost the aforementioned articles during the early part of September, 1856; don't think he ever recovered any part of the things lost.

LOUIS WEIL.

Sworn by me this 31st day of August, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of William Rosenfeld.

TESTIMONY.

Simon Kohn, of the city and county of Leavenworth, being duly sworn, deposes and saith: That I am acquainted with the petitioner in this case; knew him at the time of the troubles in September, 1856; he was book-keeper in my store on the levee at that time; know that he had a valuable box, containing jewelry, because when I first employed him he told me he had some jewelry and he showed me the box containing it at that time, and I told him he could not sell any jewelry at my store, as I kept an assortment of jewelry for sale; know the jewelry was not worth less than a hundred dollars

without the box ; the box was of handsomé dark brown, of good workmanship, worth certainly fifteen dollars. Petitioner had a good salary and did wear, and could afford to wear nice clothes ; had a good supply of clothing ; know he lost the box and never recovered it or its contents ; know his trunk was opened and the box taken on or about the 1st of September, 1856, at the same time of my losses.

SIMON KOHN.

Lost and stolen from the subscriber, during the troubles in Kansas in the year 1856, while engaged as clerk in the dry goods and clothing store of Mr. Simon Kohn, known as the firm Abeles & Kohn, on the levee in this city, which account I most respectfully submit to your inspection.

One box, containing jewelry, valued at	-	-	-	\$150 00
One fancy box	-	-	-	15 00
One suit of clothing	-	-	-	35 00
Total loss	-	-	-	<u>200 00</u>

WILLIAM ROSENFELD.

In the matter of the petition of William Rosenfeld.

Petitioner claims for loss of jewelry	-	-	-	\$150 00
Fancy box, \$15 ; clothing, \$35	-	-	-	50 00
				<u>200 00</u>

The proof shows the loss of the box, clothing, and jewelry ; the value of the box and clothing is fixed at the price claimed ; the jewelry at \$100	-	-	-	150 00
Add interest, 2½ years, at 6 per cent.	-	-	-	22 50
Total award	-	-	-	<u>172 50</u>

SAMUEL A. KINGMAN.
EDWARD HOOGLAND.
HENRY J. ADAMS.

AUGUST 31, 1859.

No. 485.

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

To the honorable the commissioners appointed by act of the territorial legislature to audit and certify claims for losses of property taken and destroyed, and damages resulting therefrom, during the trouble which prevailed in the Territory, between November 1, 1855, and December 1, 1856, approved February 7, 1859:

Abeles & Kohn, copartners, of the city and county of Leavenworth and Territory of Kansas, respectfully represent: That they suffered losses during the troubles which prevailed in this Territory between November 1, 1855, and December 1, 1856. That during the summer of 1856 your petitioners were engaged in trade in the city of Leavenworth; they were trading in dry goods, clothing, fancy goods, and furnishing goods; and that during the months of August and September their store, in the store building, on the levee between Cherokee and Choctaw streets, was visited by armed bands of pro-slavery men, who were members of Captains Clarkson's and Miller's companies, and South Carolinians, and that they intimidated your petitioners by threats to take their lives, and took and carried away our goods, consisting of dry goods, cutlery, jewelry, furnishing goods, musical instruments, and firearms, and boots. And that they carried away, at different times, during the aforementioned months and year 1856, goods amounting in value to *twelve hundred and fifty-one dollars and eighteen cents*, (\$1,251 18.) And that one of your petitioners was driven from the Territory of Kansas, the other being away on business; and that from the driving away of your petitioner and the hasty packing of their remaining goods, their stock was damaged to the amount of nineteen hundred dollars. And that for said goods taken, and for the damage to said remaining stock, your petitioners have never received any compensation whatever, nor for any part thereof. Your petitioners further represent that they were citizens of Kansas at the times of said losses, and are now. Wherefore your petitioners pray your honorable board to make them an award for the sum of three thousand one hundred and fifty-one dollars and eighteen cents, (\$3,151 18. And for the statement of said losses your honors are referred to the accompanying account marked A.

J. ABELES & KOHN.

Sworn to before me this 30th day of August, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Abeles & Kohn.

TESTIMONY.

Augustus Gates, of the city and county of Leavenworth, being duly sworn, deposeth and saith: That I am acquainted with the petitioners; knew them in 1856, during the troubles; know they were residents of

Kansas then, and that they are now; also, that they suffered losses growing out of the troubles; kept a saloon underneath Abeles & Kohn's store; that during the latter part of August or the first of September I was in their store, when a company of five or six pro-slavery men visited their store, saw them take clothing without paying for it; know they had a large stock of goods, consisting of clothing, dry goods, fancy goods, and furnishing goods.

AUGUSTUS GATES.

In the matter of the petition of Simon Kohn.

TESTIMONY.

Augustus M. Sattig, of the city and county of Leavenworth, being duly sworn, deposeth and saith: That he is acquainted with the petitioners in this case; knew them during the time of the troubles; they kept a store on the levee, block No. 1; my store was on lot 5; they kept dry goods, clothing, furnishing goods, and fancy goods; know that they suffered loss during July, August, and September; was in their store almost every day; have seen parties of Miller's and Clarkson's men in and about the store; saw them take goods, consisting of flannel shirts and pants, bowie-knives and firearms; saw them break a valuable chandelier; threatened Kohn's life; presented a pistol at his head; kept a very large stock of goods, largest in the city; went to the store and took goods several times, to my knowledge, without paying for them; generally reported that Kohn was driven out of the city; know that he was ordered away from the city.

A. M. SATTIG.

Sworn to before me this 29th day of September, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Simon Kohn.

TESTIMONY.

J. W. Skinner, of the city and county of Leavenworth, being duly sworn, deposeth and saith: That I am acquainted with the firm of Abeles & Kohn; know they were residents of the Territory during the troubles; know that they are now residents; between November 1, 1855, and December 1, 1856, I was engaged in business on the levee, next door north of Abeles & Kohn; know that they suffered losses during the month of September, 1856; know that he was driven away from the Territory; know that during that month a band of men, a portion of some of the pro-slavery companies then in the city, went into the petitioners' store and took a carpet bag and some other

articles, without paying for the same; two or three days after the taking of the carpet bag and other articles, three men of the pro-slavery party visited their store and took and carried away knives, pistols, and other articles; saw a box of dry goods broken open, and was informed that it was broken open by pro-slavery men, and the contents taken; none of the articles taken were paid for; saw Kohn driven out of his store, and driven aboard the boat, by threats, and a man put a pistol to Kohn's head, and told him if he did not go aboard the boat at the levee, immediately, he would blow his brains out; Kohn asked the privilege to go after his wife and children, and was answered that if he did not go aboard the boat they would land him in hell in a minute.

J. W. SKINNER.

Sworn to before me August 29, 1859.

EDWARD HOOGLAND,
Commissioner.

A.

Statement of Abeles & Kohn's loss.

Whole amount of stock sent to Leavenworth City by	
Abeles & Kohn	\$20,533 52
Off store-fixtures, boxes, &c.	738 36
	<hr/>
Balance	19,795 16
Stock on hand, including goods sold	18,543 98
	<hr/>
Deficiency in stock	1,251 18
Stock damaged by removal and packing (10 per cent.)	1,900 00
	<hr/>
Whole amount of stock lost and damaged	<u>3,151 18</u>

In the matter of the petition of Abeles & Kohn.

TESTIMONY.

Charles Holborn, of the city and county of Leavenworth, being duly sworn, deposes and saith: That I am acquainted with the petitioners in this case; know they were citizens of Kansas at the time of the troubles; know that they are residents of Kansas at the present time; did business on the levee, second door from Abeles & Kohn, during the fall of 1856; know that they had a large stock of goods, consisting of dry goods, clothing, furnishing goods, hats and

caps, boots and shoes, jewelry, and firearms; know that some pro-slavery men forced Kohn to open his store. Saw armed pro-slavery men drive Kohn away from his store aboard the steamboat lying at the levee.

CHARLES HOLBORN.

Sworn to before me August 30, 1859.

EDWARD HOOGLAND,
Commissioner.

In the matter of the petition of Abeles & Kohn.

TESTIMONY.

Augustus Sporleder, of the city and county of Leavenworth, being duly sworn, deposeth and saith: That he has been engaged in the dry goods business for about twenty years; should think the damages (all things included) on a stock of \$20,000, in their removal in times of excitement, would be about ten per cent.; knows Abeles & Kohn had a large stock; knows they were forced to move them away in haste at the time of the troubles during the month of September, 1856.

AUGUSTUS SPORLEDER.

Sworn to before me August 30, 1859.

SAMUEL A. KINGMAN,
Commissioner.

TESTIMONY.

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

William Rosenfeld, of the city and county of Leavenworth, being duly sworn, deposeth and saith: That he is acquainted with the petitioners; was bookkeeper for the firm of Abeles and Kohn during the troubles; kept their books, and had a general supervision of their business; have examined the accompanying account, marked A, and knows the same to be a correct statement of the loss of Abeles & Kohn; took charge of the packing of the goods; knows that some of them were damaged 50 and 25 per cent.; knows that the general damage to the entire stock must have been more than 10 per cent.; have been in the dry goods business about ten years.

WILLIAM ROSENFELD.

In the matter of the petition of Abeles & Kohn.

TESTIMONY.

Abram K. Arnold, of the city and county of Leavenworth, being duly sworn, deposes and saith: That I have been in the dry goods and clothing business about eight years; should think that the damage on a stock of the character of Messrs. Abeles & Kohn, packed up in haste and at such a time as their stock was packed up and sent off, would be at least ten per cent.

ABRAM K. ARNOLD.

In the matter of the petition of Abeles & Kohn.

The petitioners in this case claim for the taking of property at different times	-	-	-	-	-	-	\$1,251 18
Damage to goods by removal	-	-	-	-	-	-	1,900 00
Total claimed	-	-	-	-	-	-	<u>3,151 18</u>

The claim for damage to stock of goods by removal is inadmissible.

The commissioners think the claim for goods taken is proven, and award accordingly	-	-	-	-	-	-	1,251 18
Interest, at 6 per cent., for 2½ years	-	-	-	-	-	-	187 67
Total award	-	-	-	-	-	-	<u>1,438 85</u>

HENRY J. ADAMS.
SAMUEL A. KINGMAN.
EDW'D HOOGLAND.

AUGUST 31, 1859.

No. 486.

TERRITORY OF KANSAS, *County of Leavenworth:*

To the honorable the commissioners appointed by act of the territorial legislature to audit and certify claims for the loss of property taken and destroyed, and damages resulting therefrom, during the troubles that prevailed in the Territory between November 1, 1855, and December 1, 1856, said act approved February 7, 1859:

Your petitioner, John C. Grund, of the city and county of Leavenworth, respectfully represents to your honorable board: That he sustained loss during the troubles which prevailed in the Territory between the times mentioned in said act of the legislature; that on or about

the 1st of September, A. D. 1856, he had taken from him a fine horse, valued at the sum of one hundred and twenty-five dollars; that said horse was taken by one Hugh Campbell, a member of Captain Miller's company—a pro-slavery company.

Your petitioner would further represent that he was a resident of the Territory of Kansas at the time of said loss; that he is now a resident, and that he has never received any compensation for said loss, nor for any part thereof.

Wherefore your petitioner prays that he may be awarded the sum of one hundred and twenty-five dollars, with interest thereon.

JOHN C. GRUND.

Sworn by me this 1st day of September, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of John C. Grund.

TESTIMONY.

Gustave Stahl, of the city and county of Leavenworth, being duly sworn, deposeth and saith: I am acquainted with the petitioner in this case; know that he was a resident of this Territory at the time of said loss, and also that he is a resident of Kansas now; know that he had a valuable horse at the time of the troubles; know, also, that the said horse was lost; think said horse was worth from one hundred and fifty dollars to one hundred and sixty dollars. Petitioner was at my house almost daily; saw petitioner with the horse frequently during the month of August, 1856; know the horse was taken by a member of Captain Miller's company; two or three days after the horse was taken saw the horse in possession of Miller's company; have resided in Kansas since the spring of 1855.

GUSTAVE STAHL.

Sworn to before me this 1st day of September, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of John C. Grund.

Lafayette Mills, of the city and county of Leavenworth, being duly sworn, deposeth and saith: I am acquainted with the petitioner in this case; know that he was a resident of this Territory at the time of said loss, and also that he is a resident of Kansas at the present time; know that he had a valuable horse at the time of the troubles; believe, also, that the said horse was lost; am acquainted with the

value of horses ; think petitioner's horse was worth one hundred and twenty-five dollars ; heard that his horse was taken about the first of September ; heard that it was taken by one Hugh Campbell ; petitioner was a neighbor, and before the first of September was accustomed to see the horse almost every day ; believe the horse was taken by said Campbell.

LAFAYETTE MILLS.

Sworn to before me September 1, 1859.

SAM'L A. KINGMAN,
Commissioner.

In the matter of the petition of John C. Grund.

Petitioner claims in this case for a horse stolen.....	\$125 00
The proof sustains the claim.	
Add interest, at 6 per cent., 2½ years	18 75
Total award.....	<u>143 75</u>

HENRY J. ADAMS.
EDW'D HOOGLAND.

LEAVENWORTH, *September 1, 1859.*

No. 487.

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

To the board of commissioners for auditing claims :

The petition of the subscriber respectfully represents: That he was in company with William H. Baley in the mercantile business in the spring of 1855; that the said William H. Baley and the subscriber, Scott J. Anthony, were then residents of the Territory aforesaid, and have resided in said Territory since the spring of 1855; that an inventory of our stock of dry goods, groceries, hardware, jewelry, clothing, boots, and shoes, &c., &c., was taken about the middle of August, A. D. 1856, and the stock invoiced upwards of \$12,000; that on the morning of the 25th day of August aforesaid, our stock of goods was in a building situated on the corner of Delaware and Second street, in Leavenworth City; that on said 25th day of August, a man representing himself to belong to a company of pro-slavery men from Platte county, Missouri, came to the store and notified the undersigned that he had been informed that a pro-slavery man was interested in said store; that it was the determination of his company

to burn out the building, then occupied by us, and he gave notice that we might move our stock to Missouri if any pro-slavery man was interested in the store, or have them burned; that on the night of the second of September the store of George Wetherill, which was connected with the store occupied by us by wooden buildings, and was situated on the second lot west of us, was set on fire by pro-slavery men, as he believes, for the purpose of burning that building together with the one occupied by the undersigned; that a crowd of persons entered the store occupied by us and carried away all the goods contained therein, damaging and destroying goods to the amount of one thousand three hundred and sixty-eight dollars, (\$1,368) the amount now claimed by your petitioner.

SCOTT J. ANTHONY.

Sworn to before me this 1st day of September, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Scott J. Anthony and William H. Baley.

Benjamin Luce, being sworn, deposes and says: That he resides in the Territory of Kansas; has resided in said Territory since 1854; am well acquainted with Scott J. Anthony and William H. Baley; have known them as residents of this Territory since 1855; they occupied the building on the corner of Delaware and Second streets, in Leavenworth City, in the spring and summer of 1856, until the second day of September of said year, where they carried on the mercantile business; I resided in the building occupied by them in the rear of their store on the second day of September aforesaid; was in the habit of visiting their store very often, and know them to have had a large stock of goods on hand at that time; was present on the night of the fire alluded to in the aforementioned petition, for the particulars of which I refer to the evidence given by me before this board of commissioners for auditing claims in the matter of the petition of George Wetherill; I saw the goods belonging to Scott J. Anthony and William H. Baley carried out of their store by a number of persons in such a manner as must have soiled and damaged them to a considerable amount; the goods were carried out of the store and thrown in heaps or scattered about the streets in a manner that would have damaged almost any sort of goods, particularly a stock such as theirs which consisted of dry goods, watches and jewelry, hardware, clothing, boots and shoes, &c., &c.

BENJAMIN LUCE.

Sworn by me this 1st day of September, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Scott J. Anthony and William H. Baley.

Scott J. Anthony, being duly sworn, deposes and says: That he and William H. Baley were in company with John D. Harper, the said Harper being a resident of Platte county, Missouri, in the mercantile business in the City of Leavenworth, Kansas Territory, in the spring and summer of A. D. 1856, up to the second of September; that an inventory was taken of our stock about the middle of August of said year, at which time our stock of goods amounted to upwards of twelve thousand dollars; that the man spoken of in the petition above came to our store on the morning of the 25th of August, and represented that he was aware that a Platte county pro-slavery man was interested in the store, and as he did not wish to injure any pro-slavery men our goods might be moved out of town, if done within ten days, or the store would be burned; the goods were not taken away until the night of the 2d of September, at the time they were taken out by the crowd at the fire; we then sent for Mr. Harper of Platte county, and made arrangements with him to dispose of the stock then on hand, we surrendering to him the proceeds of all sales made after our inventory was taken in the middle of September, and all the goods remaining; an inventory was taken, and after deducting the losses of the said John D. Harper, the losses sustained by the said Scott J. Anthony and William H. Baley amounted to \$1,368, that being the amount less than the amount of our interest at the time the invoice aforesaid was taken; the invoice when we sold the goods to said Harper and the invoice taken in the middle of August being taken from the cost mark or the price which we paid for the goods when we bought in Philadelphia.

SCOTT J. ANTHONY.

Sworn to before me this 1st day of September, 1859.

HENRY J. ADAMS,
Commissioner.

In the matter of the petition of Scott J. Anthony.

Petitioner claims for goods destroyed or carried away on the night of September 2, 1856	-	-	-	\$1,368 00
The commissioners think the loss is fully proven and award the whole amount, with interest, for two and a half years, at 6 per cent	-	-	-	205 20
Total award	-	-	-	<u><u>1,573 20</u></u>

HENRY J. ADAMS.
EDWARD HOOGLAND.

LEAVENWORTH, September 1, 1859.