GEN. C. H. HOWARD, MANAGING ENTON W. B. LLOYD O. MCG. HOWARD BERTHA NORTON

Farm, Field and Fireside Chicago

471

September 29th, 1897.

Gen. O. O. Howard,

Burlington, Vt.

Dear Brother:-

I wrote you rather hastily September 22nd in regard to some land which Mr. Culver had found belonging to Kean; at any rate, I have not heard from you directly concerning the matter, and Mr. Culver came in to-day and showed me your letter, which I think indicated that I did not make some points clear. I have no interest whatever except your interest in this matter, and if when you have all the facts before you, you come to a decision to your own satisfaction that is all that I ask. I have no disposition to persuade you to any particular view of the case.

In the first place, the persons that I consulted valued the land at \$10,000., but in order to be entirely conservative I put it at \$8,000. Of this it was proposed that you should have five-eights and Bishop Hartzell three-eights. It was divided in that way because your debt, counting it in every way, including interest, would not amount to over \$5,000. On that account it would take the two combined in order to bid off the property at a proper valuation, as you would not want to bid a cent higher for your share than your debt.

Now, the part that I did not make perfectly plain was in reard to the widow. She would not be entitled to any dower right until after the death of Mr. Kean. If she should die before Mr. Kean, there would be no lien whatsoever upon the property, that is, no dower right. As long as Mr. Kean lives there would be no dower right, and please take

(A. C. H. NOWARS, NAVARRA BELTO W. R. LLOVO O. W.O. 100/WARD BERTYA TORTON

Farm, Field and Fireside



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note of this second condition.

Third, if Mr. Kean should die before Mrs. Kean she would then be entitled to her dower. This dower is not absolute, but only entitles her to the actual income from one-third. If there was no income from the land she would get nothing. If there was an income of \$30. she would get \$10., and so on; but at the same time, the widow would be compelled to pay one-third of the taxes, leaving only two-thirds of the taxes for you to pay. Now, you speak of your having something to pay out. The only thing on which you would have to pay, and the only chance of payment, as I understand it, would be the taxes after you had obtained the certificate from the court. There would be a redemption right after that for fifteen months. If the whole debt were paid, including the taxes, then you would give up the land. Of course, you would be willing to give up the land if you got your full debt and interest on it, including the reimbursement of any taxes you might pay. Mr. Culver is willing to stipulate and agree, to save you from any costs, putting any cash costs that may accrue in this process of obtaining the land upon Bishop Hartzell's part, for the reason that you have been longer in the litigation and have paid considerable costs, whereas the Bishop has come in later, and up to the present time, has not paid costs.

Now, to recapitulate, you see there is rather a small chance that you would have any dower whatever to pay, and if you paid anything it would certainly be a small amount, being only the income as long as you held the land, which would probably be nothing from that source; and if you sold the land it would not be more than the legal interest on the one-third, which could not exceed, I think, \$100. a year.

Now on the supposition that your share of the land brought you \$5000.

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Now on the supposition that your share of the land brought you \$5000.

in cash you could better afford to pay the 5% on one-third and take up with this plan than your other plan of settling for 35% of your debt.

I will add this for your information — that we can borrow in Chicago one-third of the value in real estate, that is to say, if the property is worth \$5000. you could borrow money to the amount of \$1500. or \$1600. at the rate of 6% for five years. That amount of cash would be equal to the 35% which you agreed to settle for, and you would still own the property, which is increasing in value. Mr. Culver says that if the case goes through, that is, provided you are willing to take this land in this way with the Bishop, he would then be glad to settle with you on the 35% basis which you had previously proposed, and that should be net — he being fully paid, all the costs paid, all your obligations settled, and you having your 35% net; so that taking your former offer of settling for 35% net you could accept that after securing this land.

Now, what I look at is the certainty of having this property, which could not burn up or run away, and with title from the court you could hold it against everybody and everything. Besides this outline of the case, there is the possibility, which I mentioned, and I may say probability, that Mrs. Kean would quitclaim the whole thing to you on the ground that your debt was missionary funds. Mr. Kean has already agreed that he would quitclaim to anything on behalf of a church or missionary fund. It seems that Bishop Hartzell's debt was of the same kind, and Mr. Kean agreed that he would quitclaim in favor of that, and I feel confident he would do the same for this which was missionary funds, and if you decide to have Mr. Culver recover that property for you in that way, as soon as the matter is secure, then I will go to Mr. Kean and ask him whether he can get a quitclaim from his wife on

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Affectionately yours,

P. S. If you conclude to take this

Cond ac cording to the plan, I would active that you have it an a downtood with Mr. bular that he wint tile a vale of the land before howing his fees or (if you prope and could money) until you borrow money on the land as recurity. But of Course I prefer you would keep this or confin dential as I do not come to incere the charge of interfering with Mr. Co besides,

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Hew York, sept. 29, 1897 189

My dear General:-

You have received before this time a notice of the meeting of the Society of the Tennessee. I expect to leave here on the 24th or 25th of October for Milwaukee in my car, and shall expect you to be with me as usual. I expect to go and return this time in my car. Father Sherman is going to deliver the oration; no doubt it will be a good one, and I look to see a very large gathering at Milwaukee, as they are taking a great interest in the matter there.

Please let me know as early as possible what your movements will be.

Very truly and cordially

General Oliver O. Howard,
Burlington, Vermont.

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Bellins Jalls Henored Lin 518913 The Secretary of our J. M. le. a in formed me yester day That we had secred you for ou amenorisary Innday evening greatly himored to entertain you mrs Jullertile is an Otis and am fun 13arl make and from Boudon Coll Will you kindle

inform us on what will make you tram you will anfeel you one rive Saturdag and helping me as perple meet you o Our decretaine Cordially. thought you would by willing to speak J. J. Fullerton in the America also- and hive our Amon or the largest in the village! 2 should 1/52 most happy to have you occupy my kulpih with serve sickness

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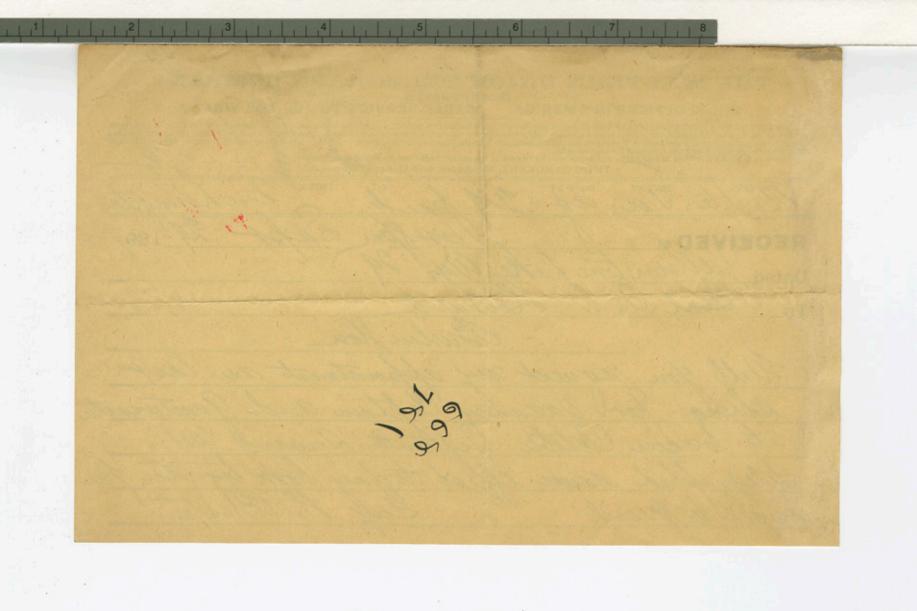
THE WESTERN UNION TELEGRAPH COMPANY. - INCORPORATED

21,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

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after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above. THOS. T. ECKERT, President and General Manager. REC'D BY CHECK Dated



J.W. HOWARD, CIVIL ENGINEER, No. I BROADWAY, NEW YORK. 448

Sept. 29, 1897.

Dear Father:-

Shore and Nickel Plate, have just arrived. I note that you are to speak in Erie on the night of Oct. 7th, therefore, I will leave New York on Wednesday, Oct. 6th, by West Shore road, going to Albany and be in Stanwix Hotel at or about 5 P. M. to meet you there. You write that you will leave Burlington at noon on Wednesday, Oct. 6th. Therefore, you or I will arrive first at Stanwix Hotel and wait for the other, for I do not know the exact hour at which I can arrive at the hotel.

Late in the evening at 9 or 10 o'clock, or the hour at which the western train leaves Albany, we can go together from Albany to Ravenna Station, thence by West Shore and Nickel Plate, you stopping off at Erie, I going on.

Affectionately Your Son,

J. W. Howard

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Division of

GEN. C. H. HOWARD, MANAGING EDITOR W. B. LLOYD O. MGG. HOWARD BERTHA NORTON

Farm, Field and Fireside Chicago

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September 30th, 1897.

Gen. O. O. Howard,

Burlington, Vt.

Dear Brother:-

You will perhaps call to mind that I have been trying for many years to secure for Mr. H. C. Hooker payment of his Indian depredation claims. The Government has owed him over \$40,000. since about the year 1872, at the time you were down there. He had some other claims from depredations which occurred in 1883, when I was in that country, and I succeeded in collecting those, but the old claim, which accumulated from about 1866 to 1872 and 1873, remains unpaid. One Inspector and Commissioner reported in favor of paying some \$21,000. or \$22,000. of it, but before the payment was reached the Secretary of the Interior pointed out the fact that it was barred out by statute of limitation. Afterwards that law was repealed, and then I thought surely I was going to secure the payment of the claim. I have been to Washington many times and labored with different committees in Congress, and otherwise and with varying success. Finally the drift of public opinion seemed to be in favor of putting all these claims into the regular Court of Claims, and finding that this was likely to be the only practicable way of success, I favored this and went before the committees of Congress to promote the passage of the bill. It went through Congress and became the law, but it passed in such form as to require new evidence and the method is to send out a Commissioner from the Attorney-General's office. They are very slow in this. A Commissioner will go out and work a while in New Mexico, and before he reaches Arizona will change his plans or

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Farm, Field and Fireside

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Hooker, and went over the case. He did not find all his witnesses; in

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or been killed by the Indians, and I fear from the testimony taken, if

it depends wholly upon that, that he will only get three or four thou
sand in place of \$40,000., which is actually due him. By my contract

with Mr. Hooker I should be entitled to \$10,000. if he collected the

whole claim. I should have said that he was in partnership with Hinds

of South Bend, Ind., and I had a similar contract with him as to my

commission or fee for collecting the claim.

Now, there is no question that this is due Mr. Hooker, and I cases think in where the men are dead whose affidavits we have and which have become a record of the Interior Department, the Court under proper pressure would allow it to be used.

Your old classmate, Butterfield, has been co-operating with me. It was at first Deane & Butterfield, but Deane has since died.

It was, as you understand, your old friend Llewellyn Deane. Butterfield is accurate and careful, but not brilliant, nor, I fear, greatly influential either in the Department or would be be, I apprehend, with the Court.

Now, my purpose in writing you is to ask, when this means so much to me and so much to Mr. Hooker, who is a good and honorable citizen of the United States whom I have known intimately for fifteen years, who is honorably connected not only in California where he has a banker brother in San Francisco, and another brother in a large business firm of Los Angeles, and who was a relative of Major-General Hooker, and

get sick, or stop for one reason or another. Finally a commissioner, De Witt by name, went out this last summer or spring and summoned Mr. Hooker, and went over the case. He did not find all his witnesses; in fact, only one or two. Some five or six of his best witnesses have died or been killed by the Indians, and I fear from the testimony taken, if it depends wholly upon that, that he will only get three or four thousand in place of \$40,000, which is actually due him. By my contract with Mr. Hooker I should be entitled to \$10,000. if he collected the whole claim. I should have said that he was in partnership with Hinds of South Bend, Ind., and I had a similar contract with him.as to my commission or fee for collecting the claim.

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whose family originated in Connecticut where he has honorable connections with the celebrated Hooker stock - my purpose is to ask whether you would not take hold with me in this case, and if necessary go before the Court of Claims with Butterfield and push it in right good earnest. I need not assure you that I would be willing to make any contract to divide with you which you might dictate, but it would be better probably for our purposes to make no such contract and no such agreement preliminary. If you could go as a witness, knowing about Mr. Hooker's operations for the benefit of the Government in supplying both the army and the Indian Agencies, and could testify in his behalf as to his character and to his operations, and could co-operate in this way as a friend of justice and of right and could be able to say, if questioned, that you were not directly interested in the case, probably your testimony would go for more and your influence would be greater with the judge. I have little doubt that the present judge of the Court of Claims, Chas. C. Nott, may be a personal acquaintance of yours; at any rate, he knows of you and your character, and personality would have immense weight. If we could get this case through now, it appearing before the Court in the name of Deane & Butterfield and not in a way to bring either me or you into prominence, no doubt the end might be reached and appropriation made next winter.

From what you know of my circumstances and what I have told you of our business, you will easily understand that this would be of immense service to me. You have done many kind brotherly acts. It seems to me that most of the kindnesses and brotherly services have been on your part toward me and that I have not done much in response to the same, but I am sure you recognize my loyalty of heart and affec-

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As I have intimated, owing to the death of eye witnesses our evidence is not all that we would like, but I believe it will be possible, with your frank and earnest spirit, to bring out the injustice of the case, if this testimony should be thrown out, in such a way that the Court would admit it and let it have its proper weight, whatever that weight should be; and he should admit the whole record wherein the Commissioner of Indian Affairs recommended the payment of \$20,000.; and I believe in regard to another \$20,000. which was from the loss of cattle stolen by the Indians from a certain camp near Tucson, that your familiarity with the country at that time, and with the habits of the Indians and your knowledge of all the circumstances and with the character of Mr. Hooker, would do much to strengthen the evidence that we have. The difficulty is that the eye witnesses to the stealing of the cattle are mostly dead. We have their affidavits taken while they were living. One of them who testifies to having seen the Indians drive away cattle at different times was at last accounts alive but could not

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be found when Commissioner De Witt was last in Arizona. We have, however, his affidavit taken before a Justice of the Peace. We have the testimony of the book-keeper to the number of cattle that were stolen or reported to him as stolen. The foreman of the herd, when cattle were stolen by the Indians, reported to him and he kept the record. His name is Lacey and he is, also, now living, but he could not testify as an eye witness, but simply to the fact that so many cattle were reported to him as lost, and he believed that to be a true report. The fact is that the cattle were taken away in bunches of different numbers and the actual number could not be known at the time. The herders would chase the Indians until they were fired upon and driven back and sometimes would recover some of the cattle stolen. The only way to confirm the exact estimate of the number stolen was to round up the herd and count. This they would do afterwards and find that there were a certain definite number gone and then they would report it to the book-keeper, and to Mr. Hooker, -

could form some judgment about the case. Of course, it does not require any immediate action, but I am sure our friend Butterfield would be greatly encouraged if you would consent to come on and testify, or, if it is thought best, if you would act as a kind of assistant counsel with him. He could put you on the stand as a witness just as well if you were assistant counsel and you could appear otherwise in arguing the merits of the case, if it seemed appropriate and desirable that you should do so. Possibly this last could not be allowed in the practice of the Court, but I am quite sure that the judge would be so friendly to you and the attorney representing the United States on the other side

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be found when Commissioner De Witt was last in Arizona. We have, however, his affidavit taken before a Justice of the Peace. We have the testimony of the book-keeper to the number of cattle that were stolen or reported to him as stolen. The foreman of the herd, when cattle were stolen by the Indians, reported to him and he kept the record. His name is facey and he is, also, now living, but he could not testify as an eye witness, but simply to the fact that so many cattle were reported to him as lost, and he believed that to be a true report. The fact is that the cattle were taken away in bunches of different numbers and the octual number could not be known at the time. The herders would chase the Indians until they were fired upon and driven back and sometimes would recover some of the cattle stolen. The only way to confirm the exact estimate of the number stolen was to round up the herd and count. This they would do afterwards and find that there were a certain definite number gene and then they would report it to the book-keeper.

I thought I would give you enough of these facts so that you could form some judgment about the case. Of course, it does not require any immediate action, but I am sure our friend Butterfield would be reatly encouraged if you would consent to come on and testify, or, if it is thought best, if you would act as a kind of assistant counsel with him. He could put you on the stand as a witness just as well if you were assistant counsel and you could appear otherwise in arguing the merits of the case, if it seemed appropriate and desirable that you should do so. Possibly this last could not be allowed in the practice of the Court, but I am quite sure that the judge would be so friendly to you and the attorney representing the United States on the other side

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He is a man over seventy years of age.

Affectionately. who would be the Attorney-General or some assistant, that we would at least gain great strength by having you associated with us, and of course you will understand that I should recognize in every proper way your kindness. I have no doubt that your presence would be required in Washington karrara sometime in the winter. It seems to be something worthy of your attention for three different reasons: First, because of the intrinsic justice and the great wrong it is to a worthy man and citizen to be kept out of his rights; second, the help it would be to me; third, the benefits to yourself. The 25% which I mentioned, which according to my contract would be coming to me would be diminished by a certain percentage, also defined in the contract, which is to be allowed to Butterfield or Deane & Butterfield. Of course you will understand I have done far the greater amount of the work as compared with that firm, and have been engaged on it many years. I may say that there never was any time however when the collection of the claim seemed to be so sure and, as it were, in sight, as now, and certainly there never has been a time when I needed so much to have proper compensation for the time and services I have bestowed upon it.

Now, please, dear brother, take plenty of time to think of this andtell me whether you would not be willing to co-operate. There is no politics involved; there is no chance for any reproach to any person. You will see from the evidence that it is clearly a case of great wrong to have kept a man out of his just dues for forty years. He is deprived, not only of the property all this time, but interest on it, and by the constant postponement has been cut off from the very evidence which he once had, as death itself has come in to deprive him of his witnesses, and it looks as though, unless he gets his claim this very winter, as if he would not be likely to aver live to collect it.

(Over)

He is a man over seventy years of age.

istant, that we would at you associated with us, and of least gain great strength course you will understand that I should recognize in every proper way your kindness. I have no doubt that your presence would be required in Washington kxxxxx sometime in the winter. It seems to be something worthy of your attention for three different reasons: First, because of the intrinsic justice and the great wrong it is to a worthy man and citizen to be kept out of his rights; second, the help it would be to me; third, the benefits to yourself. The 26% which I mentioned, which according to my contract would be coming to me would be diminished by a certain percentage, also defined in the contract, which is to be allowed to Butterfield or Deane & Butterfield. Of course you will understand I have done far the greater amount of the work as compared with that firm, and have been engaged on it many years. I may say that there nover was any time however when the collection of the claim seemed to be so sure and, as it were, in sight, as now, and certainly there never has been a time when I needed so much to have proper compensation for the time and services I have bestowed upon it.

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Overlake, 618973

(Near) Burlington,Vt.

My Dan In Armus four Kind to Congratuld Auto on my election as Ford of the In Ocolloput associan is mudesano I was Chairmen of two Meeting, Which Bapeches She organizate + En Ton Carrole Page tras Clicked Fresident. It may funtion decides to meofsorde south The General Law offractically deligate au prove to a Braid of Memany of 15. with the Part. Theat for feet Foul Ex office lumbu of the Boned. Delines to ha manage wto

Established 1873.

James B. Sond,

Cable Address: "STAMPHIX."

Exercit House. 330 BERGEN AVENUE, JERSEY CITY HEICHTS, N. J.

218 Fourth Avenue.

New York-

Sept. 30th, '97.

Gen. O. O. Howard,

Burlington, Vt.

Dear Gen. Howard:-

Enclosed please find contract

J.B. Pond

for Erie, Pa., Thursday evening, Oct.

7th, \$120.

Sept. 30th, '97. Gen. O. O. Howard, Borlington, Vt. Dear Cen. Howard:-Enclosed please find contract for Erie, Pa., Thursday evening, Oct. 7th, \$120.

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LECTURE CONTRACT.



JAMES B. POND,2_

EVERETT HOUSE, NEW YORK.

New York, Sept. 13th, 189 7

The Undersigned hereby agree to engage of JAS. B. POND

Ma Gen. 0. 0. Howard,
to appear in Hall,
Erie, Pa.,
on Thursday evening, October 7th, 187
To furnish Opera House, Hall, or Church, well heated, lighted, and in good order, with necessary attaches, stage accessories for entertainment, and license (if any be required), do all advertising, and announce attraction as having been secured
through Jas. B. Pond, New York.
The Undersigned further agree to pay for the attraction aforesaid
One hundred and twenty (I20.00) Dollars,
settlement to be made on the evening of the entertainment, before eight o'clock, in
currency, with Gen. Howard.
and in Consideration thereof, the said JAS. B. POND hereby agrees that the said attraction shall be furnished at the time, place, and upon the terms above written. If, on account of sickness, accident, or unavoidable circumstances, the party engaged fails to appear, this contract shall be considered null and void.
It is Understood that JAS. B. POND is simply agent for the parties to this contract, with no proprietary right therein.
D. Morrison
John S, amold
J. B. Pona
Subject:

Howard TOWN OR CITY Eric Pa DATE Odl. 7 11 AUSPICES J. M. P. S CORRESPONDENT J. In Monnisci TERMS \$ 120.00. HALL LEAVE. ARRIVE. SUBJECT. HOTEL