

MESSAGE
FROM THE
PRESIDENT OF THE UNITED STATES.

TRANSMITTING

A report relative to the compensation of Henry B. Carrington, a special agent for the sale of certain Indian lands.

FEBRUARY 24, 1890.—Read and referred to the Committee on Indian Affairs.

To the Senate and House of Representatives :

I transmit herewith a communication of the 18th instant from the Secretary of the Interior, submitting a copy of a report of the Commissioner of Indian Affairs and accompanying item for insertion in the bill making appropriations for the current and contingent expenses of the Indian Department, which makes provision for further compensation of Henry B. Carrington, special agent, appointed under the act of March 2, 1889, "to provide for the sale of lands patented to certain members of the Flathead band of Indians in Montana Territory, and for other purposes," to secure the consent of the Indians thereto and appraise the lands and improvements thereof; for an appropriation to remove the Indians whose lands have been sold to the Jocko Reservation, and for additional legislation considered necessary to complete this matter as suggested by the Commissioner of Indian Affairs.

I also transmit a copy of the report of Special Agent Carrington and its inclosures.

The matter is presented for the early consideration of Congress.

BENJ. HARRISON.

EXECUTIVE MANSION, *February 24, 1890.*

DEPARTMENT OF THE INTERIOR,
Washington, February, 18, 1890.

The PRESIDENT:

In accordance with the provisions of an act entitled "An act to provide for the sale of lands patented to certain members of the Flathead band of Indians in Montana Territory, and for other purposes," approved March 2, 1889, Henry B. Carrington, of Massachusetts, was appointed a special agent of this Department to obtain the consent of the Indians to their removal to the Jocko Reservation, in Montana, and to appraise their lands as therein provided.

A copy of his report, showing the work done under his instructions,

is herewith submitted, together with a communication of 12th instant from the Commissioner of Indian Affairs, returning the report for the approval of the Department.

The Commissioner transmits an item for insertion in the bill making appropriations for the current and contingent expenses of the Indian Department, etc., which provides for the further compensation of Special Agent Carrington, for his services and actual and necessary expenses while engaged in his work, and for an appropriation to enable the Secretary of the Interior to remove said Indian patentees, with their families, and settle them upon the Jocko Indian Reservation, in Montana, as provided in said act, and also for the disposal of certain tracts for which no patents have been issued, for the benefit of the Indians who have occupied and improved the same, and who have consented to relinquish their rights and titles and interest therein upon the same terms and conditions as are provided in the act referred to, regarding the tracts for which patents were issued.

I have approved the report of Special Agent Carrington, and have the honor respectfully to request that it, with its inclosures, may be also transmitted to Congress for its information in connection with and in explanation of the necessity for the additional legislation submitted.

I have the honor to be, very respectfully, your obedient servant,
 JOHN W. NOBLE,
Secretary.

DEPARTMENT OF THE INTERIOR,
 OFFICE OF INDIAN AFFAIRS,
Washington, February 12, 1890.

SIR: I have the honor to acknowledge the receipt of your communication of the 29th ultimo, with which was transmitted the report of General Henry B. Carrington, upon the matter of the surrender and appraisal of lands (and improvements thereon) in the Bitter Root Valley, in Montana, which are covered by patents issued to certain Flathead Indians, under the act of Congress approved June 5, 1872 (17 Stats., 226).

In your letter transmitting the said report and accompanying papers, you instruct this office to make a careful examination of the matter, and, if the work is found to have been performed in a correct manner, to prepare the report for your approval. You also direct that a draught of suitable legislation providing further compensation to General Carrington, and also a requisition for printing the report and appendix (if found correct) be prepared by this office.

General Carrington was appointed to do this work on September 24 last, under the provisions of the act approved March 2, 1889 (25 Stats., 871), and his compensation was fixed at \$5 per day, with the allowance of \$3 per day in lieu of subsistence and also his actual and necessary traveling expenses.

The first section of the said act of March 2, 1889, provides—

That the Secretary of the Interior, with the consent of the Indians severally to whom patents have been issued for lands assigned to them in the Bitter Root Valley, in Montana Territory, under the provisions of an act of Congress approved June fifth, eighteen hundred and seventy-two, entitled "An act to provide for the removal of the Flathead and other Indians from the Bitter Root Valley, in the Territory of Montana," or the heirs at law of such Indians, be, and he hereby is, authorized to cause to be appraised and sold in tracts not exceeding one hundred and sixty acres, all the lands allotted and patented to said Indians; said lands shall be appraised as if in a state of nature, but the enhanced value thereof, by the virtue of the settlement and

improvement of the surrounding country, shall be considered in ascertaining their value: *Provided*, That the improvements thereon shall be appraised separate and distinct from land: *Provided further*, That where any such patentee has died leaving no heirs, the lands and improvements of such deceased patentee shall be appraised and sold in like manner for the common benefit of the tribe to which said patentee belonged.

The second section provides the conditions of the sale of the said lands, which will be under the direction of the General Land Office.

Section 3 provides—

That the net proceeds derived from the sale of the lands herein authorized shall be placed in the Treasury to the credit of the Indians severally entitled thereto, and the Secretary of the Interior is hereby authorized to pay the same in cash to original allottees and patentees, or the heirs at law of such, or expend the same for their benefit in such manner as he may deem for their best interest.

Section 4 provides that patents shall issue under the homestead and pre-emption laws to purchasers of said lands when they have made full payment for the land and improvements.

Section 5 appropriates \$500 for carrying out the provisions of the act.

Section 6 provides—

That, in the event of the sale of the lands herein authorized, it shall be the duty of the Secretary of the Interior to remove the Indians whose lands shall have been sold to the general reservation known as the Jocko Reservation, in the Territory of Montana.

From a careful examination of the work done by General Carrington, it appears that the consent of each patentee has been regularly and properly secured, except in cases of death or legal disability of patentee, and in each of such cases the signature of a guardian properly appointed under the laws of Montana has been secured except when the heirs were all of age.

There are several cases, however, to which I desire to invite the special attention of the Department.

As above stated, the patents to those lands were issued in accordance with the provisions of the act of June 5, 1872 (17 Stats., 226), section 3 of which provides as follows:

That any of said Indians, being the head of a family or twenty-one years of age, who shall, at the passage of this act, be actually residing upon and cultivating any portion of said lands, shall be permitted to remain in said valley and pre-empt without cost the land so occupied and cultivated, not exceeding in amount one hundred and sixty acres for each of such Indians; for which he shall receive a patent without power of alienation.

It will be observed that the report sets forth that the allotment numbered 55 is occupied by A-quois poo-ka-nee; that it is situated as follows: SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ sec. 30, T. 10, R. 19, 40 acres; and NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 30, T. 10, R. 19, 40 acres; in all 80 acres; that this land was settled upon and occupied by the said A-quois-poo-ka-nee, and that no patent issued to him, owing to the omission of the allotting agent to include his name in the description of the tract in his report.

Allotment numbered 56 is stated to be held by Antoine-koo-koo-wee under the same conditions as No. 55, and is described as follows: SE. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 18, T. 10, R. 19, 40 acres; and E. $\frac{1}{2}$ NW. $\frac{1}{4}$ sec. 19, T. 10, R. 19, 80 acres.

In view of the fact that these two Indians have resided upon and improved these several tracts, I concur in the views of General Carrington that a mere clerical omission of the allotting agent should not be allowed to deprive them of their right to their allotments.

The act of 1872, as above set forth, provides certain conditions to be

complied with before the claims of these Indians are perfected, and upon compliance with these conditions it provides that each Indian "shall receive a patent." It will be observed that the act provides no limit of time within which such patent shall be issued, but the later act of March 2, 1889, above referred to, provides "that the Secretary of the Interior, with the consent of the Indians severally to whom patents have been issued," shall cause to be appraised and sold "all the lands allotted and patented to said Indians."

These two Indians have no patents for the lands they occupy and claim, but they are, in equity and also under the provisions of section 4 of the general allotment act of February 8, 1887 (24 Stats., 388), entitled to the tracts occupied by them. They should be compensated for their surrender of their rights to said lands or should be secured in the possession thereof. As they have consented to surrender their rights, titles, and interests in and to said tracts, it is considered best to treat them as the patentees are treated, and in order to do this it is believed to be necessary for Congress to amend the act of March 2, 1889, so as to provide therefor. To that end a draft of a clause for that purpose is inserted in an item herewith presented for submission to Congress.

In the allotment numbered 54 it is shown that the tract taken by "Old Felix" was greatly reduced by reason of the fact that it embraced land within the "Owen grant," provided for in the fourth section of the said act of 1872; that Felix attempted to assign it to Rev. J. d'Aste and abandoned it, specifying that *two acres* constituting the Indian burying-ground were to be preserved as such burying-ground, and that he made an alternate selection in lieu of that portion of the tract included in the "Owen grant." By the terms of the act of 1872 the assignment to Rev. J. d'Aste is void, and it will be observed that Felix consents only upon condition that the burying-ground be preserved.

This tract of land should therefore be sold subject to the condition that the burial-ground be preserved. With regard to the alternate selection made by "Old Felix," which was made while these negotiations were in progress, it seems that there is no authority to confirm such selection, or to issue a patent therefor as the selection was not made in compliance with said conditions of the act of 1872, and I respectfully recommend that only the land remaining and covered by his patent be sold for his benefit.

With regard to the case of Louis Vandenburg, who occupies a different tract from the one patented to him, I respectfully recommend that the allotment covered by his patent be sold for his benefit without regard to the tract upon which he now resides. The two tracts are reported to be nearly of an equal value. If, however, the value of the improvements put by him upon the unpatented tract can be secured for him by the General Land Office from A. M. Beckwith, who has gone upon it, I think it should be done.

I would also invite the attention of the Department to a certain "agreement" (see page 26, report) entered into between General Carrington and Chief Charlos Victor stipulating that the said Chief Charlos shall be located upon the old Arlee property upon the Jocko Reservation; that thirty-two destitute families of his people shall have provisions sent to them at Stevensville for distribution; and that the burial-ground near St. Mary's Mission shall be protected. The burial ground is the two acres above referred to.

In my opinion that portion of the said agreement providing for the occupation of the Arlee property by Charlos should be carried into effect if entirely satisfactory to the Indians now upon the Jocko Reser-

vation, and provided Congress shall make the necessary appropriation for the removal of these Indians. The fulfillment of the promise to furnish provisions has been complied with. With regard to the stipulation respecting the burial ground, I have the honor to suggest that the General Land Office be instructed to respect this portion of the said agreement, if practicable, when the tract upon which it is situated shall be disposed of.

I therefore respectfully recommend that the said report be approved, subject to the views herein set forth, and that it be provided in such approval that the agreement with Charlos, herein referred to, so far as it relates to his settlement and location upon the Arlee property on the Jocko Reservation, shall be fulfilled if it shall be found to be practicable and for the best interest of all of the Indians concerned.

In compliance with your instructions I inclose a draft of an item to be inserted in the proper appropriation bill setting apart the sum of \$1,057 for the further compensation of General Henry B. Carrington, the special disbursing agent, and the sum of \$5,500 for the removal of the Indians whose lands are to be sold to the Jocko Reservation, as provided in section 6 of the said act of March 2, 1889, and also the additional legislation considered necessary to complete this matter as hereinbefore suggested.

In further compliance with your instructions I transmit herewith a requisition for printing the report (including the map). This office does not see the necessity for printing more than 500 copies, but the number of copies is left blank in order that you may insert such number as you may desire to have printed. I venture to suggest, however, that if the report is sent to Congress for its information in connection with, and in explanation of, the necessity for the additional legislation submitted, it may not be necessary for the Department to have the report printed, since if it is sent to Congress it will be put in print as an executive document, and this may be the better plan for getting it in print, as by that means it takes its place in the bound volumes of the records and documents of Congress, will be a permanent record, and will be more accessible for reference and use than if printed by the Department.

Anticipating that this suggestion may meet with your approval, I have caused to be made two copies of the report and of such of the accompanying documents as are considered necessary to be put in print, and they are respectfully herewith transmitted.

In conclusion I desire to express my high appreciation of the thoroughness and completeness of the work performed by General Carrington.

When the consents executed by these Indians and the appraisements shall receive the approval of the Department, the disposition of these lands will come within the jurisdiction of the General Land Office.

Very respectfully, your obedient servant,

R. V. BELT,
Acting Commissioner.

The SECRETARY OF THE INTERIOR.

IN RE APPRAISEMENT AND SALE OF THE BITTER ROOT VALLEY
LANDS, AUTHORIZED 1890.

REPORT OF GENERAL HENRY B. CARRINGTON, "SPECIAL DISBURSING
OFFICER IN THE FIELD," TO THE SECRETARY OF THE INTERIOR.

IN RE EXECUTION OF INSTRUCTIONS, UNDER ACT OF CONGRESS APPROVED MARCH
2, 1889, AUTHORIZING THE SECRETARY OF THE INTERIOR TO SECURE THE CON-
SENT OF CERTAIN FLATHEAD INDIANS, HOLDING LANDS IN SEVERALTY IN THE
BITTER ROOT VALLEY, MONTANA, TO THE APPRAISEMENT AND SALE OF THEIR
LANDS, AND THE REMOVAL OF SAID INDIANS TO THE JOCKO RESERVATIONS, MONTANA.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., January 29, 1890.

SIR: I have the honor to report that the provisions of an act of Congress approved
March 2, 1889, whereby the Flathead Indians, of Bitter Root Valley, Montana, hold-
ing lands in severalty, were to be requested to consent to the appraisement and sale
of said lands, with view to their own removal to Jocko Reservation, Montana, have
been complied with, under your instruction of September 24, 1889.

ABSTRACT OF REPORT.

I. The Bitter Root lands.

- (a) Careless allotments.
- (b) The patents.
- (c) Settlers' claims and conflicts.

II. Consents.

- (a) Statement of legal exhibits.
- (b) Interpreter's certificates.
- (c) Specific consents.
- (d) Chief Charles's agreement (and note).

III. Appraisements.

- (a) The principle of the appraisement.
- (b) Improvements.
- (c) Specific appraisements.
- (d) Itemized values. Total \$97,931.33.

IV. Sale of the Indian lands.

- (a) Removal of the Indians.
- (b) Systematic removal desirable.
- (c) Preparations for removal.

V. Unadjudicated Indian claims adjusted.

- (a) Old Felix.
- (b) Aquois-poo-ka-nee.
- (c) Antoine-koo-koo-wee.
- (d) Louis Vandenburg.

VI. Miscellaneous suggestions.

- (a) The reservation.
- (b) Hospital needed.
- (c) Guard-house and jail.
- (d) Education and labor.
- (e) The appropriation expended.

VII. Map of Bitter Root Valley.

(Scale of half inch to a mile.)

- (a) Indian lands as marked (x).
- (b) Settled lands as marked (d).
- (c) Course of St. Mary's River.
- (d) Line of branch of Northern Pacific Railroad.

REFERENCES.

(1) Letter of J. Q. Smith, Commissioner Indian Affairs, to the Flathead agent, April 4, 1876; cited in Special Agent Carrington's letter to Indian Commissioner Morgan December 3, 1889, respecting non-patented allotments and Indian claims.

(2) Letter of Special Disbursing Agent in the Field Carrington to Commissioner of Indian Affairs Morgan, October 28, 1889, respecting farms, houses, irrigation, and schools on the Jocko Reservation.

(3) Letter of same to same (No. 2, of October 28, 1889), respecting refusal of probate judge to entertain jurisdiction in the matter of guardians for Indian heirs.

(4) Letter of the same to same, November 13, 1889, acknowledging telegram, "Probate court has jurisdiction." "Proceed regularly under the laws of the State."

(5) Letter of same to same, of November 17, 1888, respecting the Indian status in the Bitter Root Valley and that of white settlers in said valley.

(6) Letter of same to same, November 27, 1889, as to waiting or not for the return of Indians absent on their autumn hunt, and if not, whether to leave the blank form submitted for the Indian Flathead agent to perfect.

(7) Letter of Indian Commissioner Morgan to Carrington, December 5, 1889, calling his attention to the limited appropriation, leaving "to his discretion and judgment," as "desirable, while on the ground, to complete the work," what course to take.

(8) Letter of Carrington to Commissioner Morgan, December 17, 1889, that "in the exercise of his discretion, he shall carry proceedings through, since to suspend work and treat the order as impossible of execution because of limited appropriation would unsettle the relations of Indians and settlers for a year and place both the United States and its agent in a strange attitude"

(9) Letter of same to same, of December 26, 1889, announcing completion of his mission, and that vouchers for payments made will not be filed in excess of the appropriation of \$500.

EXHIBITS.

I. Roll of consents, fifty-six in number.

II. Roll of appraisements, fifty-seven in number.

III. Patents returned, fifty-one in number.

IV. Interpreter's certificates, three in number.

V. Court of record entries, seven in number.

VI. Charles's agreement. Embodied in report.

VII. Map of Bitter Root Valley, with course of St. Mary's River and of the Valley Branch of the Northern Pacific Railroad, with location and relation of the Indian lands and pre-empted or homestead lands, and names of settlers and Indians. Drawn to scale of 2 inches to the mile. (For same map, reduced to scale of half inch to the mile, see last page of report.)

I. THE BITTER ROOT VALLEY LANDS.

These lands lie in nine different townships, the extreme tracts being 24 miles apart. The original "allotters" were fifty-four in number, but patents issued only to fifty-one, because the other three tracts allotted overlapped the "John Owen donation grant." The allotters had the privilege either to accept the land so diminished or to select other lands. In the case of Widow Matte her representatives have accepted the lands, less the loss of seventy-seven hundredths of an acre. In the case of Widow Maltine her representatives have accepted the land, less the loss of 14 acres. In the third case, that of Old Felix, an infirm and blind Indian, he has indicated the choice of less land, viz, 120 acres, quite near his original allotment, since nearly half of his said first allotted land encroached upon the Owen tract. With his consent, and to secure from deprecation the Indian burial-ground, which was upon his tract as first allotted, the Rev. J. D'Aste has filed a pre-emption or homestead claim upon the same, has fenced and built upon it, and occupied the same for several years. He will also assume that care of the Indian burial ground which Chief Charles demanded before he would sign the contract of November 3, 1889.

(a) CARELESS ALLOTMENTS.

General Garfield, in 1872, remained at Stevensville over one night only, and failed to learn the real wishes of the Indians. His error as to the signature of Chief Charles induced a hostility of that chief which never changed until he was recently shown the original contract, without his mark, and he found his statement fully confirmed. The allotments were made by two parties, at different times, omitting parties who had rights and giving land to parties who had no rights. Allotments were omitted where lands were occupied and cultivated. Two cases call for action and full recognition.

- Aquois-poo-ka-nee, the Black Sun, known as Isaac Abraham, son of an old chief, introduced water upon his land and still lives upon it. Antoine-koo-koo-wee, has occupied his land for ten years, built a cabin, and more than a mile of fence. He has also raised wheat, potatoes, corn, and grass. These Indians have as good claims to the lands occupied by them as any in the valley. Their statements and consents, with those of widows Matte and Maltine and old Felix, are therefore made part of this report.

(b) THE PATENTS.

These "inalienable" patents, issued by President Grant, March 13, 1876, have remained in the iron safe at the agency until I took charge of them. I return them, each accompanied by a legal "consent" to appraisement and sale of the lands therein respectively described. Successive agents had been instructed to "deliver" these patents and take receipts therefor; but, under the influence of Chief Charles, the Indians held back. The Indian occupation of land in Bitter Root Valley was therefore very loose and ill-defined. Their admitted original rights in the valley, recognized by the act of April 15, 1872, added its influence to withhold any act which would separate them from their tribal relation, such as an acceptance of the patents directly required. As a rule, however, they selected or occupied lands upon creeks and natural water-courses. But neither Chief Charles nor Louis Vandenburg resided upon the lands allotted them.

The case of Louis Vandenburg requires special notice. He settled upon the NE. $\frac{1}{4}$ Sec. 7, T. 8 N., R. 20 W., the same being bounded on three sides by Indian lands, with the understanding that he owned the tract. He built a house and has reared a large family at this home. The land has advanced in value and he has expended \$250 in improvements. On the 1st of January, 1885, Arthur M. Beckwith filed a "pre-emption claim" on this land but changed to a "homestead" soon to mature. At date of filing he knew that Vandenburg had built a cabin and had fenced and cultivated 20 acres. The following is his personal statement taken down in his presence and approved by him: "I never perfected original claim. I saw it was impossible to do so. I could not expect to get the Indians out of the way and so went in for a homestead." Beckwith is a single man. He had built a small cabin and partially cultivated 10 or 12 acres before abandoning his claim. His expenditures will not exceed \$200. It would only be just, if practicable, that said Beckwith be required to pay Vandenburg for his improvements before receiving a patent, or that the land be sold for the benefit of Vandenburg and Beckwith be re-imbursed for his improvements.

(c) SETTLER'S CLAIMS AND CONFLICTS.

Under patent two, Joseph Colluyer, three encroachments are noted. G. A. Bennett, a large owner of thoroughbred sheep and cattle, has 280 rods of fence upon an inclosed portion of part of this land worth 75 cents a rod as it stands, or \$210.

Stephen Fruin has fenced and occupied another portion, on the west side of the St. Mary's River, and built a small cabin. The fence has a value of \$50 and the cabin \$20.

Mrs. F. C. Ives has fenced a portion also on the west side, to the value of \$90.

These amounts are liens upon the proceeds of the sale of said lands, as are all the amounts named in connection with the following specified encroachments:

Under patent three, Mary Mouchelle, nearly one half of the tract, fully 75 acres, and perhaps 90, forms part of the Bass or "Pine Orchard Farm," and is in high cultivation of timothy grass or grain. This great farm of 800 acres has fifty thousand fruit trees, and sent to market in the fall of 1889, 100,000 pounds of apples alone. A mile and a quarter of fence, of tamarack and split rails, worth \$300, incloses the Indian portion; the fence, growing out of certain financial conditions, being the property of Virginia and Ettie Bass. Its removal will cost \$100. I gave to Mr. Bass the privilege of removing the same in case he did not purchase the land at the public sale. If the purchaser shall buy the fence, the half cost of removal for a boundary fence is to be credited on the value of the same.

The Indian patentee lives under a canvas lodge in the woods, on the adjoining portion of her land, and has had privileges of pasture and other aid from Mr. Bass.

The usufruct of this land has fully compensated Mr. Bass for all cost of its cultivation.

Under patent seven Battice (Baptiste) Mouchelle' Louis Pielle has improved and kept the property in order, and is by consent of the patentee, to have \$100 from the proceeds of the sale, as compensation therefor.

Under patent twelve, Stephen James, the patentee, an old and ignorant Indian, entered into a confused trade, giving a ninety-nine year lease or quit-claim to Thomas M. Slocum, an owner, with his brother, of several tracts, and so conveyed Chief Adolph's land instead of his own, receiving from said Slocum \$365. Upon the sale of the real land of this patentee, Slocum should be re-imbursed, less \$200, the value of saw-mill timber cut by said Slocum from the Adolph tract. (See notes under patent, forty-three; Adolph.)

This \$200 should be paid to the widow of Chief Adolph.

Under patent eighteen, Esuck Red Wolf, G. A. Bennett has the whole tract in use, with house, sheep-shed, a well, pump, and 480 rods of fence, including that of a yard and one cross fence, the said improvements having a value of \$680.

Under patent nineteen, Widow Susteen, G. A. Bennett, ranchman, sheep and cattle dealer, referred to under patents two and eighteen, has the whole tract in use as pasture, with 320 rods of fence, valued at \$190. Some of the fence is poor.

Under patent twenty-two, Westimine James, Charles Cook, supposing that his son's homestead tract included what really was Indian land, fenced and used for pasture, or other purposes, 80 acres. Three-fourths of a mile of rail fence, and one-fourth of a mile of wire fence, using four spools of wire, have a present value of \$220. (Spools of wire are given at the price of wire when bought, varying in size and quality, from \$6 to \$7.50 per spool, including also staples and labor. The discount from use is inconsiderable, except in rails, and that has been considered, as well as the usufruct of soil, in reaching a just valuation.)

Under patent twenty-six, Chief Henry Aurley (Arlee, or Henri), "French Ed" (Edward Caron) has a lien upon the proceeds of the sale of this land for twenty spools of wire and $1\frac{1}{2}$ miles of fence, of the value of \$280.

Under patent twenty-seven, Widow Nine Pipes, Mrs. C. F. Kenney has encroached upon and cultivated 40 acres. The fence on three sides of said 40 acres, including two spools of wire, staples, and labor, and a length of 240 rods, has a value of \$195.

Under patent thirty-seven, Alex. Bear Track, the whole tract immediately south of Stevensville is under cultivation by Lyman Young, carpenter, farmer, and builder. A well 54 feet deep cost \$100. Two and a quarter miles of fence have a value of \$320. Fruit trees are worth \$75. House, barn, paling, and ditch are worth \$900.

Under patent thirty-nine, Battice (Baptiste) Matte, Zeb. M. Harris, and John Chadwick have used the land, and fenced the north half partly with rail and some wire, including one cross-fence, 560 rods, worth, average, 60 cents per rod, or \$336.

A corral and building for a slaughter-house, built by said Chadwick, is valued at \$190.

Under patent forty, Joseph Matte, Thomas McFarland, living on the land, brings in a quit-claim deed, signed by Alden Lent, son of Harvey Lent, deceased, for said land, described as "being the same land that was heretofore surveyed for Joseph Matte, and by him conveyed to Philip Carr, and by Philip Carr to said Harvey Lent." The paper bears date December 15, 1885. Joseph Matte was then, and ever since, insane, incapable of an intelligent business transaction. I proved his insanity by witnesses before the district court of Missoula County, as will appear from the certified records of said court, which form a part of this report.

The brother, Alexander Matte, an intelligent, English-speaking Indian, now the blacksmith on Jocko Reservation, is the legal guardian of said Joseph. A mile and a quarter of fencing, worth 70 cents per rod, or \$280, and three small cabins, costing \$120, are a lien upon the proceeds of a sale of this land. Said McFarland is an intelligent, hard-working farmer, desiring a permanent home, and entirely clear of any dishonest intent in his occupation and use of said land.

Under patent forty-three, Chief Adolph, deceased, comes the claim of Thomas M. Slocum, referred to under No. 12. The matter is rightly adjusted in that connection. Stephen James thus explains the matter: "I swapped my place with John Hill, who had swapped with Adolph." (This John Hill owns next to the James tract. He is a Nez Perces Indian, who visited Washington with Charles, Vandenburg and others, but has no interest in any of these lands.)

Under patent forty-nine, Shawnee Jake, William B. Moore is in possession, claiming to have "purchased the same from Preacher Hendrickson for \$250 worth of stock." A cabin, worth \$40, a mile of poor fence, worth 40 cents a rod, or \$128, and ditching commenced, at cost of \$220, constitute the improvements. He wrote me afterwards that he had made too low an estimate, and that he had spent \$700; but his figures varied only \$20 (under) my personal estimate, and the improvements were so crude and unprofitably made that I could not justly change the figures.

Under patent fifty, Louis Dominick, G. T. Jones, an experienced farmer of high standing, and only a quarter of a mile from the town of Corvallis, has made extensive improvements, viz: a valuable ditch, at an expense of \$950, a granary, 12 feet by 30, worth \$100, a milk-house, 16 feet square, with an 8-foot cellar, stone walled and plastered, worth \$200, a stock-shed, 12 feet square, worth \$40, a stable, worth \$80, a house worth \$250, a fruit orchard of nearly an acre, with one hundred trees, and berry plants, costing \$120, and 3½ miles of fence, worth \$600.

Under patent fifty-one, Frank Merengo, Mrs. F. C. Ives, living near by, has occupied a portion, as well as of No. 2, before mentioned, and built a fence, of the present value of \$90.

Under allotment fifty-four, Old Felix, Rev. J. D'Aste, for twenty years in charge of the St. Mary's Mission, founded by "Father De Smedt," has erected house and fences, and improved, at a cost of \$700. This case has been elsewhere noticed, with the recommendation that his entry be perfected, with responsibility for the preservation and care of the Indian burial ground upon the same, and that the choice of said Old Felix to other land be confirmed, and the same sold with the other tracts for his benefit.

II. CONSENTS.

The "Consents," severally, of allottees and patentees, of one insane patentee, through a guardian, of all adult heirs, and of all minor heirs, through guardians, legally appointed, have been secured and confirmed by the district court of Missoula County, wherein said lands are situated. Upon receiving the written opinion of the county attorney of said county, after application formally made, that "the probate court had no jurisdiction of this subject matter," I forwarded the papers to Washington for instructions. On receipt of telegraphic and written instructions that said courts "had jurisdiction," and to "proceed under the laws of Montana," I applied to the district court, which, under the State constitution, adopted October 1, 1889, had superseded the territorial probate court in all matters of probate and guardianship for relief. The instructions seemed to involve an "impossible order." An advertisement, oath, bond, and appraisal, distribution of the proceeds of sale, and title, which were reserved for control by the United States, offered difficulties, especially when the patents remained in the hands of the United States, and the Indians had refused to receive or to receipt for the same.

The district judge replied that, "while doubting jurisdiction, he would give a properly presented case a hearing, 'on the relation of the United States,'" and assigned a day for said hearing. Finding it impossible to obtain legal aid for less than the entire amount of the Congressional appropriation, I was permitted, as an attorney of the United States Supreme Court bar, to prepare the papers and conduct the case. A written brief was required, and a form of decree, in case the court should grant the prayer of the petition.

The issue pressed was this, that "as the court was sole judge of the necessity for the sale of lands in the interest of minor heirs of insane persons, and of persons gone to parts unknown, and sole judge as to notice, bonds, etc., therefore, acting *pro hac vice*, it could declare that consent judicially, and could designate guardians for the execution of its mandate without advertisement or the imposition of a useless oath or bond." The prayer of the petition was granted.

(a) STATEMENT OF LEGAL EXHIBITS.

Duly certified copies of the record of the case, over the seal of said court, are furnished and made part of this report.

They are as follows: (1) copy of petition, (2) copy of brief, (3) copy of original decree, (4) supplemental petition, called for by said decree, (5) supplemental decree, (6) second supplemental petition, (7) second supplemental and final decree.

Said original decree also gives the finding upon competent testimony of the insanity of one of the patentees, with appointment of guardian for said insane person.

(b) INTERPRETER'S CERTIFICATES.

As full assurance of the completeness of the "consents," I also furnish, as part of this report, the certificates of the three interpreters that "said consents correctly described the true heirs and representatives of all deceased patentees."

Said certificates are those of Rev. J. D'Aste, for twenty years the religious adviser of the Flathead Indians, Michelle Revais, the official interpreter at the Flathead Agency, and of Eneas Fronsway (Francois), patentee, personally known to every member of the tribe.

This precaution was taken because the misnomer of patentees, repeated marriages

and widow-hoods, and different sets of children with the same baptismal names, as well as the protracted absence of men, women, and children on their "fall hunt," had caused decided differences, even among the interpreters themselves.

A few instances are given as explanatory of the apparent changes on the "roll of consents." Under patent one, Daniel Brooks (called "Neil Brooks") was named as an heir by the interpreter at the reservation. At Stevensville Cornelius Brooks, also called "Neil Brooks," was given as the heir. At St. Ignatius mission, 70 miles to the north, I found that the two alleged heirs were one, baptised as Cornelius Daniel Brooks.

In the second case, marked "error," viz, No. 21, certain signatures were actually obtained under the information that "widow Pallicens" was afterwards "widow Shearigen." The latter proved to be living, and was not a patentee nor even a Flathead Indian. At last, when a conference with Charlos and the older Indians was held to solve the unsettled cases, a boy of twelve, pointing out the identity of different Indian children in a photographed group, described one as "Little Pallacheno." This boy Pallocheno's mother, Marguerite, deceased, was the daughter of the true patentee, widow Pallacheno.

In the case, No. 46, Widow Suseen, in the patent, two Indians claimed their wives' mother to be the real Suseen, or Susan. It was admitted that the real Suseen (Susan) was from the Blackfoot country, where her husband was killed, before the removal to Bitter Root Valley. On the very last day of the conference the genuine Suseen (Susan), old and infirm, and nearly blind, appeared, was identified, and thus closed the entire list, without one missing or defective.

The widow of Chief Adolph claimed that she had a daughter Mary Ann living at Stevensville. The woman came, answering to the name of Mary Ann, but of another family, and the real Mary Ann had been willfully killed by her husband some years before, as Charlos intimated, "to get a younger wife."

These instances are stated because of the greed, jealousy, and ignorance of this people, which appears strikingly in widow Adolph's assertion, that "one of her late husband's children was begotten of another woman, illegitimately, and had no share in his estate." It proved that the heir was her step-son, born of a former wife of Adolph.

The entire list of patentees was read aloud at many conferences, and Chief Charlos, as well as all the older Indians, pronounced the consents as correct, and the heirs properly and fully represented.

The question of the distribution of the proceeds of sales is vitally affected by this detail of such conflicts. There is not an Indian in the tribe that can dissent from the conclusions reached and the consents executed.

The double form of Chief Charlos's consent, No. 33, is to be explained. After violently declaring that "he would kill himself before he would sign," he said, "You may sell Victor's land (his father's), but I will not sign." He repeated this three times upon request, and then it was attested as a "verbal power of attorney." He subsequently signed cheerfully.

(c) SPECIFIC CONSENTS.

1. Widow Therese Brooks, Joseph Brooks (son), for self and as guardian for Cornelius Brooks and Louis Brooks. Louis Brooks for himself when found to be of age. Sophie Brooks Murengo (married daughter).
2. Joseph Colluyer. Signed in person.
3. Widow Mary Mouchelle. Signed in person. Antoine Mouchelle, only son also signed.
4. Medicine Pere. Rosaline (widow) signed. Sophie (only child) signed.
5. Narcisse Trochee. Signed in person.
6. Joseph La Moose. Signed in person.
7. Battice (Baptiste) Mouchelle. Signed in person.
8. Peter Brown. Signed in person.
9. Charles Qualchinee. Signed in person.
10. Charles La Moose (deceased). Joseph (son), Francois (son), Sophie (daughter), Cecile (daughter), Louis Kiser (married daughter), and Echinee (widow), for herself and as guardian for Cecile, under age, signed.
11. John Kiser. Francois (brother), and Louise (widow), and Echinee, mother of Louise, claiming an interest, signed.
12. Stephen James. Signed in person.
13. Sapelle James. Signed in person.
14. Big Samuel. Signed in person.
15. Antoine Numchee. Signed in person.
16. Francois Kiser. Signed in person.
17. Eneas (Eneas) Kiser. Signed in person.

18. Esuk Red Wolf. Alexander Parker, grandson, and Rosaline Parker (granddaughter), signed.
19. Widow Susteen. Signed by Tymothy Chimsah (only child).
20. Indian Quieuley. Signed by Celestine (widow), and by Red Mountain (only child).
21. Widow Pallachino (Pallacheno). Martin (grandson), Antoine (grandson), Anna Bazile (married granddaughter), and Charles, guardian of and for Cecile (a minor granddaughter), signed.
22. Westimine James. Jane Westimine (wife of Thomas Able Adams, and an only child), signed.
23. Joseph Pehotchee. Signed in person.
24. Sapelle Chinlough. Signed in person.
25. Delaware Jim. Moses (son) and Narcisse (daughter), both minors, by Rev. J. D'Aste, guardian, Pierre (son), Louis (son), Joha (son), and Mary (second wife), signed.
26. Henry Aurley (Arlee, or Henri). Mary (widow), Joseph and Mary (minor grandchildren), by the widow, as guardian, and Mary Louise Swathaw (married granddaughter), signed.
27. Widow Nine Pipes. Signed in person.
28. Antonine Nine Pipes. Signed in person.
29. Gabrielle Laumphrey. Louis and Charley (sons), and Sophie (widow), signed.
30. Thomas Coosah. Signed in person.
31. Eneos Fronsway (Francois). Signed in person.
32. Peter Fronsway (Francois). Signed in person.
33. Eneos Victor. Charlos (only son) signed.
34. Antonine Palloo. Signed in person.
35. Josephine Slocum. Catharine Kiser (granddaughter and sole heir) signed.
36. Josephine Enumsco. Alexander (son) and Mary Pierre Sapelle (married daughter) signed.
37. Alexander Bear Track. Victor, Charlotte, Joseph Moses, Pierre, Maltine, and Francaise (grandchildren), signed, and also Louis Vandenburg, as guardian of and for Joseph and Pierre, who were found to be under age.
38. Louis Vandenburg (not Louise). Signed in person.
39. Baptiste Matte. Signed by Alexander Matte, his attorney in fact.
40. Joseph Matte (insane). Signed by his brother Alexander, guardian.
41. Charlos Victor. Signed in person.
42. Cecellia Parker. Alexander (son) and Rosaline (daughter) signed.
43. Chief Adolph. Therese (widow) signed. Thomas Abel Adams (Red Arm), guardian for Eneos and Louise (great-grandchildren of Adolph, by Anna, second wife of Adams, whose said wife was the daughter of Eneos, son of Adolph), signed. Madaline (widow of Eneos, son of Adolph, for herself and as guardian of Katherine, minor child, begotten by Eneos), signed. Luke (son of Eneos by a half-sister) signed.
44. Cierelle. P. Freoncice (only son) signed.
45. P. Freoncise Cierelle. Signed in person.
46. Widow Suseen (Susan). Signed in person.
47. Gabereille Cecellin. Signed in person.
48. Battise (Baptiste) Murengo. Aurietta (widow) signed for herself and as guardian for Baptiste and Lucy (minor children). Cecile Cotore (married daughter) signed.
49. Shawnee Jake. Mary (widow), Mary Malta (married daughter), and Angelica Malta Victor (wife of Charlos's son), signed.
50. Louis (not Louise) Domminick. George Red Crow (nephew) signed for himself and as guardian of and for Therese (widow), no children surviving. Agate Dominick (niece) signed.
51. Frank Murengo. Sophia (widow) signed for herself and as guardian of and for her minor son Louis McShawl, and for Frank Murengo, minor son of her husband by a former wife.
52. Widow Matte. Signed in person.
53. Widow Maltine. Leon Carron (grandson) signed in person. Rev. J. D'Aste signed as guardian of and for Anna, John, and Julia (minors), who are being educated under his care.
54. Old Felix. Signed in person.
55. Aquois-poo-ka-nee. Signed in person.
56. Antonine-koo-koo-wee. Signed in person.

(d) CHARLOS'S AGREEMENT (AND "NOTE").

Articles of agreement, made this 3d day of November, A. D. 1889, between Henry B. Carrington, "special disbursing agent in the field," designated by the Secretary of the Interior to secure the several "consents" of certain of the Flathead Indians

to whom patents were issued for lands assigned to them in the Bitter Root Valley, Montana Territory, under the provisions of an act of Congress, approved June 15, A. D. 1872, entitled "An act to provide for the removal of the Flathead and other Indians from the Bitter Root Valley, in the Territory of Montana, or the heirs-at-law of said Indians," to the appraisal and sale of said lands, under the provisions of an act of Congress, approved March 2, 1889.

Of the first part, and the hereditary chief, Charlos Victor, sole surviving chief of said Flathead Indians, who alone of the three chiefs then living, viz, Charlos, first chief; Arlee, second chief; and Adolph, third chief, did not sign the contract called the Garfield agreement, dated at Jocko Reservation, Flathead Indian Agency, August 27, 1872.

Witnesseth, that for himself and his heirs, and as the heir of his father, Eneus Victor, hereditary chief of the Flathead tribe of Indians, deceased, he does hereby consent to the appraisal and sale under the direction of the Secretary of the Interior of the lands assigned to his father, Chief Victor, and to himself, to wit, the S. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of sec. 32, T. 9 N., R. 20 W., and the N. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of sec. 5, T. 8 N., R. 20 W., containing 160.81 acres, and, as well also, the N. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of sec. 27, T. 9 N., R. 20 W., with the N. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of sec. 28, of T. 9 N., R. 20 W., said last two tracts containing 160 acres.

And the said second party, as the hereditary chief of the Flathead Indians, known as Charlos's band, agrees also to move with the Indians of his tribe, now in the Bitter Root Valley, to the Jocko Reservation in the spring of the year 1890, upon the acceptance given in writing upon this day and date of propositions submitted, viz., that besides the choice of location on the Jocko Reservation allotted him in paper of this date, viz., the old Arlee property, for the benefit of himself and his children and grandchildren, and the removal of himself and effects without cost to him, that the thirty-two families of his people, who, on account of the dry season last past, have had scant crops, and who in view of their removal in the spring will need aid, shall have sent to Stevensville for distribution, according to their actual necessities, sufficient flour, sugar, coffee, tea, rice, and bacon, to prevent suffering, until the time of their removal, and that the burial ground near St. Mary's Mission, and the graves of the buried Flathead Indians, shall have due protection and honor.

(Signed)

HENRY B. CARRINGTON,
Special Disbursing Agent in the Field to secure consent to Flathead Indians.

his
CHARLOS X VICTOR,
mark.

Hereditary Chief of the Flathead Indians.

Witnesses:

J. R. McLAREN.
T. M. SLOCUM.

NOTE.—Before Charlos signed he wished to know definitely as to his future, and the disposition of the proceeds of the sale of his land. He was assured that he would have the benefit of the sale of his land. The main personal item desired was "a new wagon and harness." He needs these and they were promised.

He requested "that upon reaching the reservation the families having young children, but no cow, should be supplied with a cow." This was promised.

He desired to occupy the old Arlee property. This was promised him, when at Washington. I confirmed the promise by embodying it in the contract. Widow Arlee and her heirs are satisfied. It was fully explained to them.

He desired a "two-seated, covered, spring wagon, to use in visiting his people, and getting them settled at work." This was promised, but to be charged to him, if the Government can not furnish. Several of the Indians on the reservation have them, and they are of great service where a heavy wagon is almost useless.

III. APPRAISEMENT.

The phraseology of the act of Congress was so exhaustive in its requirements as to these lands, whether in a state of nature or as affected by settlement, and so injunctive as to all improvements, that only a personal inspection of every tract, and varying parts of tracts, of all buildings, fences, and kinds of culture, could meet its requirements.

It was found that eighty one 40-acre tracts of Indian land lay within the township where Stevensville is located. Some of the most prosperous farmers in the county had occupied and improved Indian lands. Some tracts crossed river or creek beds, losing from 10 to 30 acres. Some were arid, and others, of rich soil; some were absolutely without water. A few had a surplus, from springs; some had much good timber; others had little or none. A visit to every Indian cabin or lodge in the valley with an interpreter was the only avenue to success, and in some cases three trips were made to settle conflicts as to corners, boundaries, improvements, or felled timber.

(a) THE PRINCIPLE OF THE APPRAISEMENT.

In view of the expense incurred by white settlers, who acted in good faith, or carelessly, it was not deemed wise to mark these lands at their highest possible value, but at a price so fair that the settlers could afford to buy them in without straining sacrifice, and yet invite competition. If the appraisement were overbid it would help the Indian and stimulate a healthful settlement of the country.

(b) IMPROVEMENTS.

The appraisal of improvements has not always accepted original cost as a fair standard, especially of fences and old cabins, but as they would be judged by a purchaser, not counting the usufruct of the land against the occupant, yet considering that as a fair equivalent for use and diminished values. The judgment of interested and disinterested parties was alike entered in "field-notes." The drift of homestead or pre-emption settlement towards or around Indian lands was also noted, as well as the course of the railroad through or near Indian lands.

To preserve these data in distinct form, with their relations to the Indian lands, separately, and as a whole, I prepared a map of the valley, which is made part of this report, distinguishing the Indian lands by red x lines, and specifying all settlers' lands by the names of owners, or where unknown by x in black. This map will enable a stranger to understand the actual and relative position of every Indian tract in the valley. I know of no other map of the kind which incorporates as much of detail, the railroad course included. The streams, mostly dry, and the few roads in practical use are given as well as hills or bench-land, with approximate accuracy.

(c) SPECIFIC APPRAISEMENTS.

The mere statement of total amounts in the roll of appraisements furnished by the Department for report as to said amounts, can not advise bidders of the character of the lands to be sold. Substantial data from field-notes are therefore supplied, also a reduced map, which omits names, but otherwise indicates the location and relation of the lands.

No. 1.—S. $\frac{1}{4}$ NW. $\frac{1}{4}$ and N. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 15, T. 9, R. 20, acres 160. On west bank of river; has some pine and cottonwood; a small cabin, but no considerable cultivation; the northwest corner is crossed by railroad; the land corners to that of Mary Mouchelle, which is part of the Bass Farm; it is superficially gravelly, but can be turned into grass land. It is appraised at \$11 per acre.

No. 2.—E. $\frac{1}{4}$ SW. $\frac{1}{4}$ and W. $\frac{1}{4}$ SE. $\frac{1}{4}$ sec. 10, T. 9, R. 20, acres 160. Both river and railroad run through this land; the "bottom" on the east side is subject to overflow, but is good grass land, and the same has been utilized by those named under head of "settlers' claims and conflicts." The liens for fencing, as therein specified, amount to \$310. No Indian improvements; a few acres are lost in the river; the land is appraised at \$12 per acre.

No. 3.—N. $\frac{1}{4}$ NW. $\frac{1}{4}$ and N. $\frac{1}{4}$ NE. $\frac{1}{4}$ sec. 16, T. 9, R. 20, acres 160. The north half is under culture, as part of the celebrated "Pine Orchard Farm," with a lien of \$300 for fencing; that half is appraised at \$20 per acre. The south half, which has scattered timber, more than enough for fuel, including some good pines, is appraised at \$9 per acre. It can be easily watered.

No. 4.—N. $\frac{1}{4}$ NW. $\frac{1}{4}$ sec. 10, T. 9, R. 20, and S. $\frac{1}{4}$ SW. $\frac{1}{4}$, sec. 3, T. 9, R. 20, acres 160. The railroad runs through the center and the river through the eastern portion. Neither fenced nor improved; a gravelly soil, but judged by similar lands which have responded to cultivation, is appraised at \$9 per acre. It can be divided into 80 or 40 acre tracts, for sale.

No. 5.—N. $\frac{1}{4}$ NW. $\frac{1}{4}$ sec. 8, T. 8, R. 20, and S. $\frac{1}{4}$ SW. $\frac{1}{4}$, sec. 5, T. 8, R. 20, acres 160. This is in the main good land, with gravelly portions, but a portion has raised good wheat. The railroad nearly bisects it; a small cabin and fencing are worth \$140; there is some "bench-land." It is appraised, as a tract, at \$13 per acre.

No. 6.—NE. $\frac{1}{4}$ sec. 12, T. 8, R. 21, acres 160. This land is bench, meadow, and timber land, in successive belts. The timber is not largely saw-mill timber, although there are some good trees. The meadow is finely developed, and the stock upon it showed their appreciation of it. Improvements, with fencing, are valued at \$220. The tract is appraised at \$16 per acre. Water is easy of procurement.

No. 7.—NW. $\frac{1}{4}$ sec. 7, T. 8, R. 20, acres 147.64. This is good land, with water close by. No timber of special value, except for fuel. It adjoins No. 6 to the eastward. Louis Pielle is to receive \$100 for the care of this land. There is a good triple cabin, worth, with fencing, \$280. The land is appraised at \$14 per acre.

No. 8.—S. $\frac{1}{2}$ NW. $\frac{1}{2}$ and N. $\frac{1}{2}$ SW. $\frac{1}{2}$ sec. 8, T. 8, R. 20, acres 160. This land is directly south of No. 5, alike bisected by railroad and county road. It has more gravel, and little timber. A cabin, root-house, stable, and 2 miles of fencing (the latter out of order) are worth \$440. This land is appraised at \$11 per acre.

No. 9.—S. $\frac{1}{2}$ NE. $\frac{1}{2}$ and S. $\frac{1}{2}$ NW. $\frac{1}{2}$ sec. 6, T. 8, R. 20, acres 151 $\frac{1}{10}$. This is a narrow strip, 1 mile long, rocky, in portions, with sufficient nearness to the mountains to secure irrigation, but at considerable expense. The improvements are nominal, placed at \$90. The land is appraised at \$7 per acre.

No. 10.—SE. $\frac{1}{4}$ sec. 6, T. 8, R. 20, acres 160. This has some "bench-land," moderate supply of timber, considerable brush, improvements valued at \$210, and is appraised at \$9. It is just south of part of No. 9, but is better land.

No. 11.—SW. $\frac{1}{4}$ sec. 6, T. 8, R. 20, acres 145.8. This land, adjoining No. 10, westward, is similar in position and quality, with some improvements in patches, and a small cabin worth \$40, and fence worth \$30. The land is appraised at \$9 per acre.

No. 12.—SE. $\frac{1}{4}$ sec. 24, T. 7, R. 21, acres 160. This land is gravelly at foot of good "bench land," and adjoins that of Edward Burrows, who has made good land of very similar soil by irrigation from "Fred Burr Creek." There is no timber of special value, but a cabin worth \$25. The land is appraised at \$5 per acre. It is on the county road, but needs some outlay to give it immediate value, except as a scant pasture.

No. 13.—SW. $\frac{1}{4}$ sec. 19, T. 7, R. 20, acres 155.20. Adjoins No. 12, eastward, has some timber, is crossed by the railroad, is without substantial improvement, and is appraised at \$6 per acre.

No. 14.—NE. $\frac{1}{4}$ sec. 18, T. 10, R. 19, acres 160. No improvements. The land is quite gravelly, without timber, used for pasture only. Appraised at \$4 per acre.

No. 15.—SE. $\frac{1}{4}$ sec. 7, T. 10, R. 19, acres 160. North of No. 14, but better land, with some timber, a portion set in grass. The tract is entirely fenced. A small cabin and fence are worth \$280. The land is appraised at \$6 per acre.

No. 16.—SW. $\frac{1}{4}$ sec. 8, T. 10, R. 19; acres, 160. No improvements. A portion of the higher part was once plowed. This land is quite gravelly, but irrigation has done much for land further up the "Eight Mile Creek," and this land can be in like manner developed. It is appraised in its present state at \$4 per acre.

No. 17.—SE. $\frac{1}{4}$ sec. 8, T. 10, R. 19; acres, 160. No improvements. Lies east of 16, on "Rouge's Fork," or "Eight-Mile Creek," and is appraised at \$4 per acre.

No. 18.—SE. $\frac{1}{4}$ sec. 1, T. 9, R. 20; acres, 160. This land has been rented by G. A. Bennett. The buildings, well, and fencing are valued at \$980. The land is appraised at \$9 per acre.

No. 19.—SW. $\frac{1}{4}$ sec. 1, T. 9, R. 20; acres, 160. This land, adjoining No. 18, has also been fenced by G. A. Bennett and used as pasture. The value of the fence as stated under "Claims and Conflicts" is \$190. The land is appraised at \$8 per acre.

No. 20.—SW. $\frac{1}{4}$ sec. 6, T. 9, R. 19; acres, 157.74. On Three-Mile Creek. No improvements. Gravelly. No timber. Needs irrigation from system started by others higher up the creek. Appraised at the present value of \$3.

No. 21.—SE. $\frac{1}{4}$ sec. 6, T. 9, R. 10; acres, 160. No improvements. As in the case of No. 20, the bed of "Three-Mile Creek," so generally dry late in summer, only lessens the quantity of tillable land, and the present value is placed at \$3.

No. 22.—SW. $\frac{1}{4}$ sec. 29, T. 9, R. 19; acres, 160. Portions of this land excellent. Two branches of Burnt Fork cross it. Water is ample. Some rocky portions. Fences on the land have a value of \$220. The land is appraised at \$10 per acre.

No. 23.—SE. $\frac{1}{4}$ SE. $\frac{1}{4}$ and N. $\frac{1}{4}$ SE. $\frac{1}{4}$ sec. 30, T. 9, R. 19; acres, 120. Some excellent land; cabin, shed, and fences valued at \$100. Water is ample, and the land is appraised at \$12 per acre.

No. 24.—S. $\frac{1}{4}$ NW. $\frac{1}{4}$ sec. 31, T. 9, R. 19; acres, 79.75. Good land. A branch of Burnt Fork runs through it; small cabin and fence, valued at \$135; land appraised at \$12 per acre.

No. 25.—N. $\frac{1}{4}$ NE. $\frac{1}{4}$ sec. 36, and S. $\frac{1}{4}$ SE. $\frac{1}{4}$ sec. 25, T. 9, R. 20; acres, 160. Excellent land for the most part, abundantly watered and much rich loam. Small cabin and fences valued at \$165. Land appraised at \$15 per acre.

No. 26.—N. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 30, T. 9, R. 19, and N. $\frac{1}{4}$ SE. $\frac{1}{4}$ sec. 25, T. 9, R. 20; acres, 159.62. Good land with very little gravel. No timber. Water accessible. Rail and wire fence of the value of \$280. Land appraised at \$15 per acre.

No. 27.—SW. $\frac{1}{4}$ sec. 25, T. 9, R. 20; acres, 160. This land is unsurpassed in Bitter Root Valley. Much of the soil is a rich loam. The cabin and fences are worth \$300. Numerous springs render water from Burnt Fork superfluous. It is divisible into 40 or 80 acre tracts. Widow Kenney has fenced 40 acres at a cost of \$195, to be re-im-bursed unless she buy the land. The land is appraised at \$20 per acre.

No. 28.—NW. $\frac{1}{4}$ sec. 36, T. 9, R. 20; acres, 160. This land adjoins No. 27, and is of the same excellent quality. Fencing and improvements are valued at \$180. Appraised value of the land, \$20 per acre.

No. 29—N. $\frac{1}{4}$ NW. $\frac{1}{4}$ sec. 35, T. 9, and S. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 26, T. 9, R. 20; acres, 160. This land, one-fourth of a mile southeast from the town of Stevensville, lies open, without timber, is in places somewhat gravelly, has sage brush, and is fair land; water accessible. It is appraised at \$15 per acre.

No. 30—NE. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 26, T. 9, R. 20; acres, 40. This land, north of No. 27, of similar character, is appraised at \$15 per acre.

No. 31—N. $\frac{1}{4}$ SE. $\frac{1}{4}$ sec. 15, T. 9, R. 20; acres, 80. This is fair land, used mostly for pasture; was tilled by owner before he removed to Jocko Reservation; three cabins, corral, and fences are valued at \$660. It extends to the river. The portion near the river, although sometimes overflowed, is good for grass. It is appraised at \$10 per acre.

No. 32—N. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 14, T. 9, R. 20; acres, 80. East of 31; somewhat more gravelly; no improvements; appraised at \$9 per acre.

No. 33—N. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 27, T. 9, R. 20, and N. $\frac{1}{4}$ SE. $\frac{1}{4}$ sec. 28, T. 9, R. 20; acres, 160. This land is divided and loses more than 20 acres by the wide river bed at this point. The 40 acres, corner of the town plat of Stevensville, is worth \$20 per acre. The 40 acres next west, including river bed and some land subject to overflow, is valued at \$8 per acre. The 80 acres, more or less, west of the river has sufficient pine timber to give it an average value of \$9 per acre.

No. 34—S. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 27, T. 9, R. 20, and S. $\frac{1}{4}$ SE. $\frac{1}{4}$ sec. 28, R. 20; acres, 160; adjoins 33 on the south. The 40 acres, more or less, east of the river, is gravelly and pasture land; water can be brought to it; its location gives it value; it is appraised at \$10 per acre. The tract west of the river (river-bed included) has considerable saw-mill timber, besides fire-wood, and is valued at \$10 per acre.

No. 35—NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ sec. 27, T. 9, R. 20; acres, 40. This 40 acres, adjoining the west half of the town plat of Stevensville, is valued at \$40 per acre. It is unimproved, open pasture land at present.

No. 36—E. $\frac{1}{4}$ NE. $\frac{1}{4}$ sec. 34, T. 9, R. 20; acres, 80. A dry slough of coarse gravel, impossible to cultivate, ruins nearly or quite one-third of this 80-acre tract. The land is appraised at \$7 per acre. Off-setting, good, fair, and worthless.

No. 37—W. $\frac{1}{4}$ NE. $\frac{1}{4}$ and E. $\frac{1}{4}$ NW. $\frac{1}{4}$ sec. 34, T. 9, R. 20; acres, 160. This land, under irrigation and culture, on the county road, 1 mile south from Stevensville, has large developed value. The buildings, fences, and improvements, before adverted to under "Claims and conflicts," have a value of \$1,305. The same gravel-bed that injures No. 36 also affects the northern portion of this. The land, as a tract, with this allowance, is appraised at \$15 per acre.

No. 38—SW. $\frac{1}{4}$ sec. 33, T. 9, R. 20; acres, 160. This is the best timbered tract among the Indian lands. Much of it will be overflowed in high water, but the soil is in the main fair and tillable after removal of the timber. It is appraised at \$12 per acre.

No. 39—E. $\frac{1}{4}$ NW. $\frac{1}{4}$ and W. $\frac{1}{4}$ NE. $\frac{1}{4}$ sec. 26, T. 9, R. 20; acres, 160. This is fair land, used partly for pasture, but has borne grain. It is near Stevensville, and upon the basis of recent assessments for loans, this land, although inferior to the Burnt Fork lands, for agricultural purposes, is appraised at \$16 per acre. The value of fencing is \$336.

No. 40—W. $\frac{1}{4}$ NE. $\frac{1}{4}$ sec. 31, and SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ sec. 30, T. 9, R. 20; acres, 120. This tract is fair farming land for the most part, of which 40 acres is excellent, in the Burnt Fork district. The improvements have been valued at \$400. The land is appraised at \$9 per acre.

No. 41—S. $\frac{1}{4}$ SE. $\frac{1}{4}$ sec. 32, T. 9, and N. $\frac{1}{4}$ NE. $\frac{1}{4}$ sec. 5, T. 8, R. 20; acres, 160.81. The two tracts named in this patent lie in different townships, and by the "range correction lines" do not connect. The former, occupied by Charles, has \$200 in value of improvements. There is timber for fuel and a few saw-mill trees. A few acres, not more than 20, have borne good crops. It is well located and is appraised at \$10 per acre. The second tract is unimproved, just south of No. 38, and has considerable good timber. It is appraised at \$11 per acre.

No. 42—NW. $\frac{1}{4}$ sec. 33, T. 9, R. 20; acres, 160. This is a fair land and fairly timbered. The railroad bisects it. The land is appraised at \$13 per acre.

No. 43—SE. $\frac{1}{4}$ sec. 29, T. 9, R. 20; acres, 160. This land lies well and is fairly timbered. It is appraised at \$12 per acre.

No. 44—N. $\frac{1}{4}$ NW. $\frac{1}{4}$ sec. 34, T. 10, R. 20; acres, 80. This is good land with some timber and is appraised at \$13 per acre.

No. 45—S. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 27, T. 10, R. 20; acres, 80. This is a good land, with water accessible without great cost. It is appraised at \$13 per acre.

No. 46—N. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 27, T. 10, R. 20; acres, 80. This land, a tract of 80 acres, north of No. 45, is similar in character, with more timber. It is appraised at \$15 per acre.

No. 47—S. $\frac{1}{4}$ NW. $\frac{1}{4}$ sec. 34, and N. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 34, T. 10, R. 20; acres, 160. This land is a part of a tract which includes the last three named tracts in a good farming district near the mountains, and within reach of ample water, and is appraised at \$13 per acre.

No. 48—S. $\frac{1}{4}$ NE. $\frac{1}{4}$ sec. 34, T. 10, R. 20; acres, 80. This is gravelly soil, in places rocky, with little timber. It is east from No. 57, is crossed by railroad and county road; will need water to give it equal value with the others named. It is surrounded by occupied lands and is appraised at \$9 per acre.

No. 49—NE. $\frac{1}{4}$ sec. 4, T. 6, R. 20; acres, 159.68. This land is crossed by "Willow Creek," but its wide gravelly bed and various dry sloughs break up the land considerably, and injure its value as a whole. The improvements made, to the value of \$380, are mostly valuable for the ditching begun. A large ditch, with plenty of water, will soon be within reach of this land. It is appraised, as it stands, at \$8 per acre. It is within three-quarters of a mile of Corvallis, and is by the side of the well cultivated Jones farm.

No. 50—E. $\frac{1}{4}$ NW. $\frac{1}{4}$ and SW. $\frac{1}{4}$ and NW. $\frac{1}{4}$ S. W. $\frac{1}{4}$ sec. 4, T. 6, R. 20; acres 159.72. This land is on the county road, a quarter of a mile south from Corvallis. The "Willow Creek" injures a portion. The 80 acres on the county road is valued at \$20 per acre, and the northeast 40 acres is valued at \$10 per acre. The southeast 40 acres, adjoining No. 49, is valued at \$8 per acre. The improvements, as stated under "Settlers' claims and conflicts," are valued at \$2,340.

No. 51—NE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and NW. $\frac{1}{4}$ NE. $\frac{1}{4}$ sec. 15, T. 9, R. 20; acres, 80. Has a cabin and has been fenced and used; the river bisects it. It lies just south of No. 2, and partakes of its character; the improvements have a value of \$120; fence included; the river cuts out several acres; the land is appraised as it stands at \$10.

No. 52—SE. $\frac{1}{4}$ sec. 21, T. 9, R. 20; acres, 159.63. This land has considerable timber, portions of which have been cut off; railroad cuts it diagonally through the west half; the land also touches the river; a saw-mill has been erected upon the land by a settler who owns adjoining land; his shingle and planing machines are movable; the water-power machinery and the buildings are valued at \$950; the land is near the railroad station, is on the county road, and is appraised at \$12 per acre.

No. 53—N. $\frac{1}{4}$ SW. $\frac{1}{4}$ and S. $\frac{1}{4}$ NW. $\frac{1}{4}$ sec. 23, T. 9, R. 20; acres, 146. This is open, substantially unimproved pasture land, somewhat gravelly, within reach of irrigation, adjoining the "Owen tract" on the east, only half a mile from Stevensville; it is appraised at \$16 per acre.

No. 54—Lots three and four, sec. 27, T. 9, R. 20; acres, 88. This land is part of allotment to "Old Felix," which greatly encroached upon the "John Owen grant." He abandoned it, after assigning 2 acres for an Indian burial-ground. Rev. J. d'Aste, as stated under "Claims and conflicts," has "filed" upon this land, and expended \$700 upon the same. The land is appraised as follows: 40 acres, including burial-ground, at \$20, and west portion, reaching the river, at \$10 per acre. The alternate land selected by "Old Felix" is thus described, viz: S. $\frac{1}{4}$ and NE. $\frac{1}{4}$ of the NE. $\frac{1}{4}$ sec. 28, T. 9, R. 20, acres 120 (only 40 subject to selection). This land is unimproved, containing some timber, large and small, west of the river, and between Nos. 33 and 52. It is appraised at \$9 per acre. (See consent No. 54 for details.)

No. 55.—SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 19, T. 10, R. 19, acres 40. W. $\frac{1}{4}$ NW. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 30, T. 10, R. 19, acres 120. Total acres 160 (loses 80 by pre-emptions). This land has been noticed under "Careless allotments." The Indian occupant has introduced water and has cultivated a portion. The land, quite gravelly in portions and bordered by poor land, is appraised at \$4. (See consent, 55).

No. 56.—SE. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 18, T. 10, R. 19, acres 40, and E. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 19, T. 10, R. 19, acres 80. Total acres 120. The Indian occupant has had portions under culture for ten years. His cabin and fence are valued at \$220. The land, a little better than 55, is appraised at \$5 per acre.

Special tract.—NE. $\frac{1}{4}$ Sec. 7, T. 8, R. 20. This land, occupied and built upon for years by Louis Vandenburg, upon which he has improvements to the value of \$250, as set forth under topic "The patents," is for the most part good land, and is appraised at \$10 per acre. Acres 160. This is the land upon which Beckwith has a maturing homestead claim, referred to under "Careless allotments." His statement there made gives the history of his claim. (See also "Unadjudicated Indian claims adjusted.")

ITEMIZED VALUES.

No.	Amount.	Total.	No.	Amount.	Total.
1	\$1,760.00	\$1,760.00	33	\$800.00	
2	470.00			320.00	
	1,920.00	2,390.00		720.00	\$1,840.00
3	300.00		34	1,600.00	1,600.00
	1,600.00		35	1,600.00	1,600.00
	720.00	2,620.00	36	560.00	560.00
4	1,440.00	1,440.00	37	160.00	
5	2,080.00			320.00	
	140.00	2,220.00		75.00	
6	2,500.00			900.00	
	220.00	2,780.00		2,400.00	3,795.00
7	100.00		38	1,920.00	1,920.00
	280.00		39	336.00	
	2,066.96	2,446.96		1,760.00	2,096.00
8	440.00		40	280.00	
	1,760.00	2,200.00		120.00	
9	90.00			1,080.00	1,480.00
	1,120.00	1,210.00	41	300.00	
10	210.00			80.00	
	1,440.00	1,650.00		888.80	1,988.80
11	40.00		42	2,000.00	2,080.00
	30.00		43	1,920.00	1,920.00
	1,440.00	1,510.00	44	1,040.00	1,040.00
12	25.00		45	1,040.00	1,040.00
	800.00	825.00	46	1,200.00	1,200.00
13	931.20	931.20	47	2,080.00	2,080.00
14	640.00	640.00	48	720.00	720.00
15	280.00		49	40.00	
	960.00	1,240.00		120.00	
16	640.00	640.00		220.00	
17	640.00	640.00		1,277.44	1,657.44
18	980.00		50	950.00	
	1,440.00	2,420.00		100.00	
19	190.00			200.00	
	1,280.00	2,470.00		40.00	
20	473.22	473.22		80.00	
21	480.00	480.00		250.00	
22	220.00			120.00	
	1,000.00	1,820.00		600.00	
23	100.00			1,600.00	
	1,440.00	1,540.00		400.00	
24	135.00			356.85	4,096.85
	957.00	1,092.00	51	90.00	
25	165.00			300.00	
	2,400.00	2,565.00		800.00	920.00
26	280.00		52	950.00	
	2,394.30	2,676.30		1,916.56	2,866.56
27	300.00		53	2,336.00	2,336.00
	195.00		54	700.00	
	3,200.00	3,695.00		800.00	
28	180.00			480.00	1,980.00
	3,200.00	3,380.00	54 additional	360.00	360.00
29	2,400.00	2,400.00	55	320.00	320.00
30	600.00	600.00	56	600.00	820.00
31	660.00				
	800.00	1,460.00			
32	720.00	720.00			
			Total		97,931.33

IV. SALE OF THE INDIAN LANDS.

The sale of the land appraised should be made at Stevensville as early as March 15, 1890. Plowing begins in that valley, even earlier, but by that date plans are perfected for the ensuing season. Large accumulations of forage will lie over for spring use, and it is vital to all who have extensive improvements upon Indian lands that they know very early whether they have purchased the lands occupied by them or have been outbid, and have changes to make. It is equally important that purchasers have opportunity to enter upon their purchased lands, and so utilize their first year of occupation to the best advantage.

The "appraisement" has given so full a description that with the map in hand, the lands can be grouped, and visited from Stevensville, with economy to settlers and buyers. No other method will insure a just and profitable sale. I recommend that this report, omitting, if deemed best, the court exhibits, which simply assure the legality of the "consents," be printed in pamphlet form as early as practicable for the information and guidance of settlers and bidders.

(a) REMOVAL OF THE INDIANS.

The condition of thirty-two families is one of comparative want. The young men are demoralized and lazy. During the last year of unprecedented drought in the valley, very few of the older Indians secured even a fair crop for themselves or their stock.

Even Charlos was compelled to seek aid, and without the supply recently furnished, which I was morally compelled to pledge his people, at the date of his "consent," the citizens of that section would have been overwhelmed by importunate, restless, hungry, and needy Indian beggars.

(b) A SYSTEMATIC REMOVAL DESIRABLE.

A few will remove to Jocko Reservation at their pleasure. Many are lame, old and decrepid. There are many very young children. Some will require railroad transportation. Some can move with their own teams and lodge as on a hunt. It is for their interest and that of purchasers of their lands that the removal be fully accomplished as early as practicable after the sale, and not be allowed to drag along at individual choice.

(c) PREPARATIONS FOR REMOVAL.

As early as practicable the Indians should know the proposed period of their departure. The Indian agent at the Jocko Reservation should also make arrangements for the assignment of locations for their lodges until permanent homes are provided. Upon concluding the consents I advised Agent Ronan of the fact, and recommended that he estimate accordingly. He knows most of the Indians personally, and very nearly what will be needed.

Chief Charlos is willing to settle down near the agency, where Chief Arlee lived. There are not many vacant cabins at disposal, but there is time for logs to be hauled to the mill and converted into lumber for early use.

I recommend that from the very start the Indians who are able-bodied be made to understand that they are not to be rovers on a vast reservation, but must have a domicile and a fixed home, where they are to be industrious, orderly, and co-workers with the authorities for their benefit. They have been advised, upon signing their "consents," that the proceeds of the sale of their lands will not be distributed in a loose way for their indiscriminate use, but under the direction of the Secretary of the Interior, who will consult their several interests. They are also advised that while said funds would make their settlement on the reservation one of greater comfort than belonged to their old homes and surroundings, they must bear their part in building cabins and raising grass, stock, and grain.

V. UNADJUDICATED INDIAN CLAIMS ADJUSTED.

The following cases, viz, Nos. 54, 55, 56, and 57 ("special tract"), named in the report as entitled to recognition on the sale of the Bitter Root Indian lands, are specifically explained after careful examinations at the General Land Office. Patents issued or pending affected tracts which were actually occupied and cultivated by Indians. These examinations became necessary, therefore, in order to avoid delay in giving to the act of Congress the earliest possible practical effect.

With the disposition of these cases every condition precedent to the required sale whether in the nature of description, title, lien, or claim, has been legally and justly filled.

The cases are as follows:

(a) The alternate selection by Old Felix, referred to under "Settlers and conflicts" (No. 54), and under "Specific appraisements" (No. 54), will hold good only in part, viz, the SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 28, T. 9 N., R. 20 W., which the records of the Land Office show to be "vacant" of citizen claim. This 40 acres is disposable for the Indian's benefit under his executed "Choice and consent" (No. 54).

If the homestead claim of Rev. J. D'Aste (acquiesced in by Old Felix as per his said consent) be not confirmed respecting the residue of the original Felix tract not cut off by the Major Owen "donation claim," the sale of that 88 acres would be just for the benefit of Felix, less improvements made by said D'Aste and the $\frac{1}{2}$ acres set apart for the Indian burial ground. In that case, the United States must provide for the protection of said Indian burial ground, under the "Charlos agreement" of consent.

(b) The case of Aquois-poo-ka-nee (consent No. 55), referred to under "Careless allotments," only admits the sale of the following portion of the land occupied and

improved by him, viz: Lots two and three, otherwise described as SW. $\frac{1}{4}$ NW. $\frac{1}{4}$, and the NW. $\frac{1}{4}$ SW. $\frac{1}{4}$, sec. 30, T. 10 N., R. 19 W., containing 80 acres. The residue of the land described in his consent has been anticipated by claims on record in the General Land Office. (Given as corrected in "Itemized values.")

(c) In the case of Antoine-koo-koo-wee, referred to under "Careless allotments" and under "Consents" and "Specific appraisements No. 56," his possession is assured, and the same can be sold for his benefit. The NE. $\frac{1}{4}$ NW. $\frac{1}{4}$, sec. 19, T. 10 N., R. 19 W., is "vacant" and certain "filings" upon the residue, viz, the SE. $\frac{1}{4}$ NW. $\frac{1}{4}$, sec. 19, T. 10 N., R. 19 W., and the SE. $\frac{1}{4}$ SW. $\frac{1}{4}$, sec. 18, T. 10 N., R. 19 W. (never perfected), have expired. (Given as corrected in "Itemized values.")

(d) This tract is fully referred to under "Careless allotments," and also under "Settlers claims and conflicts," and under "Specific appraisements," and "Itemized values."

VI. MISCELLANEOUS SUGGESTIONS.

In accordance with instructions to report upon matters incidentally associated with the special mission to these Indians, I have the honor to state facts that warrant suggestion or comment.

(a) THE RESERVATION.

So far as the Flathead Indians are concerned, the Jocko Valley and the Mission Valley are their homes. I made full report to the Commissioner of Indian Affairs as to the "Jocko Valley" on the 28th day of October, 1889, and of the school work, at St. Ignatius Mission, in Mission Valley, on same day of October, 1889. Increased irrigation is the first immediate necessity. The Jocko River, never before as low as in 1889, is an ample source of water supply for the north side of the valley. Directly back of the agency is another available source, from springs and lakes, for the eastern and narrower portion of the valley.

The irrigation ditch now in use is 6 miles long, with 6 drops, and that the proper fall (one-eighth of an inch to the rod) for free flow without injury to the banks or plank conduits. The timber was hauled by the Indians, the lumber was sawn at the agency mill, and the work was well done, at a price per rod rather than by the day or hour. They are ambitious to till the land and raise crops and stock. Here, as at the Mission Valley, they pay toll on grain ground or logs sawed. In this way they learn mechanical arts and habits of self-supporting industry. Everything that inspires this spirit reduces their roving tendency, and inculcates the business qualities of actual training. But the limit of this class of industry has been reached. The valley will not profitably support a larger number without more water.

Having no instruments for determining levels over a valley so extensive, only proximate levels were taken. The increase of the capacity of the ditch three-fold will more than quadruple the productive capacity of the valley. By opening the Jocko 300 yards higher the ditch can be made to reach all the bench lands along the mountain slope. A supply from the mountain back of the agency can be piped for fire-use, as well as irrigation. Both are wise measures.

(b) HOSPITAL NEEDED.

Accommodations for the aged and infirm, and for cases of malignant fever, will be a still greater necessity after the accession from Bitter Root Valley. The case of one patient, a young man of intelligence, and respected by all the whites, was only one sad example calling for removal from a lodge or a single-room cabin. In fact, all Indian houses should be required to have more than one room, and thus break up the "lodge style" of eating, living, and sleeping in a horseshoe, or circle, about the fire. It is impossible to care for the old and the sick without a special building for the purpose.

(c) GUARD-HOUSE OR JAIL.

I made it my business to see the Indian judges, three in number, and their police. It was the unanimous opinion that "no Indian officer would dare shoot even a fractious Indian, unless in absolute self-defense. Gambling and drunkenness are best punished by confinement or restrictive conditions.

At the Mission settlement the managers of the St. Ignatius school are adequately providing for the sick. But a jail is needed there, even more than at the agency. A log building was built, but it is insecure. The trading road, from the Northern Pacific Railroad to the Flathead Lake, drifts into and upon the Indian settlement, ir-

responsible parties, half-breed, or white, as well as Indians; and a safe lock-up for the drunken and ugly is indispensable. For this the United States should provide. No white settlement in the country would expect peace and good order without such a place.

(d) EDUCATION AND LABOR.

The result of a visit to the reservation "contract" school, known as St. Ignatius Mission, was given in full in a communication to the Commissioner of Indian Affairs, and has been referred to. Every class of boys and girls, in every grade, every shop, kitchen, or dormitory, and at all hours, from 6 a. m. until all lights were out, was visited. The deportment, discipline, and apparent ambition to do well, would do credit to any schools of same grade and intelligence elsewhere. But the age of pupilage stops too soon, and the tendency of parents to get their children home, to be slaves to their lazy humor, cuts off the branch just as it begins to have self-sustaining strength.

All old Indians are still children, and an education which simply returns youth to the lodge, with no necessity to support themselves, tends to make them simply a little smarter go-betweens among the tribe, and more easily wrought upon by half-breeds or whites in gambling and the use of liquor. This statement of a fact does not militate against the education given, but shows that primary education must be followed up by a higher course, or the youth must be put to work when they leave school. In this very line of thought is another of kindred bearing. The system of interpreters is overworked. I know from personal experience in the years 1866-'67-'68-'69, that both Indians and the Government suffered from using one or more interpreters only as the sole medium of intercourse. This was inevitable then, but with the use of tools and as barter and sale develop their methods, and contact with white men brings knowledge of law and a sense of responsibility for violated law, there is no reason why the simple every-day knowledge of the English language should not be acquired.

The names of substantives and qualities, which, with signs, is so largely "Indian talk," can be acquired. If made to learn the name of what they want before it is given they will be quick to learn it. This will have special value in the systemization of labor. And that labor should be another condition of aid where the Indian is able-bodied. The fatality attaching to the old reservation system was the practical isolation of barbarian tramps with some privileges not accorded to whites without the legal responsibility which overhung the whites. The disposition shown by the more intelligent of the Bitter Root Valley Indians to select homes and cultivate them is a good indication. The encouragement of that tendency by teaching the simple elements of every-day English will diminish their taste for roaming at will without profit to themselves and a nuisance to everybody else. This is not Eutopian but practical sense if the Indian is to be lifted to a self-respecting and respectable citizenship. Let him learn to "seek if he would find," and to work if he demand the hire.

Special incentive should be given labor. Let some agricultural implement or other special reward be offered for the best average per acre. Have a "harvest day" for reports and exhibition of stock, grain, fruits, and vegetables. This is in the line of some of their own feasts and they will work many days in the anticipation of a roast ox, games, and a holiday. It is in lines of recreation as with children that the Indian may find some way to pass time without gambling and when an enforced day's work for which he is to be paid leaves him just tired enough for a good rest he seeks rest. "That," says General Armstrong, of the Hampton school, "is a great factor in our success." When my blind interpreter, Michelle-Revais, whistled and then hummed "Sweet by and by," "Marching through Georgia," and "John Brown's body," as we rode through a dense wood he blazed a path which developed would conduct his people to prosperity and peace.

The aptitude for vocal and instrumental music shown by the Indian children should banish the impression that their melodies can only have a fit accompaniment in the Chinese gong. On the Flathead Reservation a brass band and good choir singing, with organ accompaniment, is a daily joy at their school.

If the American people sincerely desire to civilize the Indian, and not to hurry his extinction, it can be accomplished only by the same processes which convert the old border settlers into peaceable and law-respecting citizens. But it is not desirable that the contact of the Flathead Indians with the whites be that of immediate neighbors, as it has been in the Bitter Root Valley. If they can sell their surplus stock and grain in market, that is well; but with their propensities to gamble they are better off by themselves. Their judges and police, and Eneoc Paul, the chief of the Kootenays, put the case very strongly in thus stating their condition: "The white men sit up all night, with music and whisky, and over the doors it says, 'Licensed gambling saloon.' If the Indian gambles or drinks whisky, they punish him.

Why don't they punish the white man?" They also protest against the half-breeds hiring white men and herding cattle for white men, Eneas said "We have men who are willing to work, and they ought to have the work and the wages. We can do all the work on the reservation if you will let us. Some of these half-breeds call themselves Indians when they want the Indian's right to hunt, and call themselves white men when they want the white man's rights to gamble and drink whisky."

The efficient Flathead agent, Ronan, was engaged at the time of my departure in driving out stock of white men, which, under fictitious contracts of sale to half-breeds, was ruining the pasture which hardly sufficed for the stock of the legitimate Indian occupants of the reservation. There is no doubt that most of the whisky smuggled into use is done by half-breeds, who hold the double relation complained of; but their separation from the full Indian is impracticable. Three-fourths of the children at school are more like the white than the red race in facial appearance; but all the public work requiring manual labor should be done by legitimate Indian settlers so far as they are able and willing to work. Enforced labor, enforced education, and enforced acquisition of the simplest use of the English language are conditions of the prosperity and reasonable progress of this people.

(c) THE APPROPRIATION EXPENDED.

The sum of \$500, appropriated by Congress to be re-imbursed on sale of the Indian lands, was placed at my disposal.

Transportation to the field, in the field, and as far as Washington en route to Hyde Park, Mass., where orders reached me to report for instructions, amounts to	\$251.38
Subsistence at hotels and on cars	188.00
Miscellaneous, including court fees, telegrams, etc.	60.62
Total	500.00

Instructions received, stated "allowances to be \$5 per day for services, and \$3 per day in lieu of subsistence."

The acceptance of courtesies respecting horse hire, lodgings, and meals was awkward when entire freedom from social obligations was desirable under peculiar professional responsibility. The actual number of days' service, without including six of preliminary examination of the history of the Flathead Indians and their lands, has been up to date one hundred and thirteen days, with an average daily labor of eleven hours per day.

No provision was made in the appropriation for that extended examination which accompanied the settlement of conflicting claims and the adjustment of liens upon the various tracts.

No provision was made for a difficult and protracted issue in the courts respecting minor Indian heirs, nor for the services of legal counsel.

Vouchers filed explain the expenditure of the \$500. It was one-third the sum required. The appraisements, amounting to nearly \$100,000, are full warrant to Congress for a just compensation for the work done.

It is hardly to be supposed that the complete accomplishment of every requirement of the act without exceeding the appropriation will be taken as gratuitous contribution of service to the extent involved in the duty done. With the exception of official copies of the judicial record, and a small sum, as per voucher, paid, all clerical work, including legal documents, contracts, and "consents," has been done without charge to the appropriation.

The work was willingly undertaken in the spirit which actuated earlier dealings with the Indians of the Northwest. I respectfully refer in this connection to Senate document No. 33, first session of the Fiftieth Congress, which, after lying "among miscellaneous, unclassified papers" for more than twenty years, appeared at last too late for emigration to benefit by its data; too late for an immediate and substantial settlement of all Indian conflicts along the Montana route, or to guide contemporary military movements to economical, humane, and early success; but in time to vindicate the accuracy of its history and suggestions during the life of the author.

Respectfully submitted.

HENRY B. CARRINGTON,

U. S. Army (Retired), Special Disbursing Agent in the Field.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, February 18, 1890.

This report is approved subject to the recommendations of the Acting Commissioner of Indian Affairs, as set forth in his letter to this Department of February 12, 1890, with

regard to the tracts claimed by Aquois-poo-ka-nee, Antoine-koo-koo-wee, Louis Vandenburg, and Old Felix, and also subject to the condition that the agreement with Charlos, herein included, shall be fulfilled if it shall be found to be practicable and for the best interest of the Indians.

JOHN W. NOBLE,
Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., January 30, 1890.

SIR: I am instructed by the Secretary of the Interior to submit for his action a statement of the sum required, in addition to appropriation of \$500 to meet the requirements of my recent mission to the Flathead Indians, of Bitter Root Valley, Montana, and make an estimate for work not distinctly specified in said act of Congress, but essential to the full performance of the duties involved.

My account current gives the expenditures of the sum appropriated, none of it being for services rendered.

My instruction allowed \$5 per day for services and \$3 per day in lieu of subsistence.

The number of days' service, as per report, not counting preliminary work of six days, is one hundred and thirteen, at \$5.....	\$565.00	
For sixteen days needed in developing report and map	80.00	
		\$645.00
Subsistence for one hundred and thirteen days, at \$3	339.00	
Subsistence for sixteen days, at \$3.....	48.00	
		387.00
		1,032.00
Credit by cash from fund on account of subsistence, sixty-two and two-thirds days, at \$3		183.00
		944.00
Attorney's fees in district court of Montana.....		200.00
		1,044.00
Transportation to Boston, where orders took effect.....		13.50
		1,057.50

Respectfully submitted.

HENRY B. CARRINGTON,
Special Disbursing Agent, in the field.

General THOMAS J. MORGAN,
Commissioner of Indian Affairs.

In Re.—THE CONSENT OF THE FLATHEAD INDIANS OF BITTER ROOT VALLEY, MONTANA, TO THE APPRAISEMENT AND SALE OF THEIR LANDS, HELD IN SEVERALTY, SECURED BY GENERAL HENRY B. CARRINGTON, UNDER DIRECTION OF THE SECRETARY OF THE INTERIOR, PURSUANT TO ACT OF CONGRESS APPROVED MARCH 2, 1889.

ABSTRACT OF REPORT.

I. The Bitter Root lands :

- (a) Careless allotments.
- (b) The patents.
- (c) Settlers' claims and conflicts.

II. Consents :

- (a) Statement of legal exhibits.
- (b) Interpreter's certificates.
- (c) Specific consents.
- (d) Chief Charlos' agreement (and "note").

III. Appraisements :

- (a) The principle of the appraisement.
- (b) Improvements.
- (c) Specific appraisements.
- (d) Itemized values. Total, \$97,511.33.

IV. Sale of the Indian lands :

- (a) Removal of the Indians.
- (b) Systematic removal desirable.
- (c) Preparations for removal.

V. Unadjudicated Indian claims adjusted :

- (a) Old Felix.
- (b) Aquois-poo-ka-nee.
- (c) Antoine-koo-koo-wee.
- (d) Louis Vandenburg.

VI. Miscellaneous suggestions :

- (a) The reservation.
- (b) Hospital needed.
- (c) Guard-house and jails.
- (d) Education and labor.
- (e) The appropriation expended.

VII. Map of Bitter Root Valley. (Scale of half inch to a mile.)

- (a) Indian lands as marked. (x)
- (b) Settled lands, as marked. (o)
- (c) Course of St. Mary's River.
- (d) Line of branch of Northern Pacific Railroad.

REFERENCES.

(1) Letter of J. Q. Smith, Commissioner of Indian Affairs, to the Flathead agent, April 4, 1876; cited in Special Agent Carrington's letter to Indian Commissioner Morgan, December 3, 1889, respecting non-patented allotments and Indian claims.

(2) Letter of special disbursing agent in the field, Carrington, to Commissioner of Indian Affairs Morgan, October 28, 1889, respecting farms, houses, irrigation, and schools on the Jocko Reservation.

(3) Letter of same to same (No. 2 of October 28, 1889) respecting refusal of probate judge to entertain jurisdiction in the matter of guardian for Indian heirs.

(4) Letter of same to same, November 13, 1889, acknowledging telegram: "Probate court has jurisdiction; proceed regularly under the laws of the State."

(5) Letter of same to same of November 17, 1889, respecting the Indian status in the Bitter Root Valley, and that of white settlers in said valley.

(6) Letter of same to same, November 27, 1889, as to waiting or not for the return of Indians absent on their autumn hunt, and, if not, whether to leave the blank form submitted for the Indian Flathead agent to perfect.

(7) Letter of Indian Commissioner Morgan to Carrington, December 5, 1889, calling attention to the limited appropriation, leaving "to his discretion and judgment," as "desirable while on the ground to complete the work," what course to take.

(8) Letter of Carrington to Commissioner Morgan, December 17, 1889, that "in the exercise of his discretion, he shall carry proceedings through, since to suspend work, and treat the order as impossible of execution because of the limited appropriation, would unsettle the relations of Indians and settlers for a year, and place both the United States and its agent in a strange attitude."

(9) Letter of same to same of December 26, 1889, announcing completion of his mission, and that vouchers for payments made will not be filed in excess of the appropriation of \$500.

EXHIBITS.

- I. Roll of consents.
- II. Roll of appraisements.
- III. Patents returned, fifty-three in number.
- IV. Interpreter's certificates, three in number.
- V. Court of record entries, seven in number.
- VI. Charlos's agreement. (Embodied in report.)
- VII. Map of Bitter Root Valley, with course of St. Mary's River and of the Valley Branch of the Northern Pacific Railroad, with location and relation of the Indian lands and pre-empted or homestead lands, and names of settlers and Indians. Drawn to scale of 2 inches to the mile. (For same map, reduced to scale of half inch to the mile, see last page of report.)

UNITED STATES INDIAN SERVICE,
FLATHEAD INDIAN AGENCY,
Dated Arlee P. O., Mont., December, 1889.

The undersigned, a Flathead Indian and official interpreter at the agency on the Jocko Reservation, Montana, do certify that I acted as interpreter for General Henry B. Carrington, special agent of the Interior Department, both at said agency and for

several days at Stevensville, in the Bitter Root Valley, where the patented Indian lands lie, and upon examination of the "consents" secured to the appraisement and sale of fifty-three tracts, do state as my best conviction and belief that the parties signing the same are the true heirs and representatives of the deceased patentees whom said signers answer for in said executed consents.

ENEOS (his x mark) FRONSWAY. [SEAL.]

Witnesses:

HENRY B. CARRINGTON, U. S. Army, [SEAL.]
Special Agent.
 PETER RONAN, [SEAL.]
U. S. Indian Agent.

UNITED STATES INDIAN SERVICE,
 FLATHEAD INDIAN AGENCY,
St. Ignatius Mission, December 13, 1889.

The undersigned, principal of the St. Ignatius Mission School, and for more than twenty years spiritual adviser and pastor of the Flathead Indians in Bitter Root Valley, acquainted with their families and their language, hereby certify that I was present at interviews between General Henry B. Carrington, "special disbursing agent in the field" (who has been acting under the orders of the Secretary of the Interior to obtain the consent of Flathead Indian patentees, of lands in Bitter Root Valley to the appraisement and sale of said lands), and many of those Indians, including Chief Charlos and the widow of Chief Adolph, and upon examination of the "consents" secured to the appraisement and sale of fifty-three tracts, do state as my best conviction and belief that the parties signing the same are the true heirs and representatives of the deceased patentees whom said signers answer for in said executed "consents."

J. D'ASTE, S. J. [SEAL.]

Witnesses:

HENRY B. CARRINGTON. [SEAL.]
 J. PAQUIN, S. J. [SEAL.]

UNITED STATES INDIAN SERVICE,
 FLATHEAD INDIAN AGENCY,
Arlee P. O., Mont., December —, 1889.

The undersigned, a Flathead Indian patentee of land in Bitter Root Valley, now living near the agency, on the Jocko Reservation, Mont., do certify that I acted as interpreter and guide for General Henry B. Carrington, special agent of the Interior Department, during his negotiations with Chief Charlos and other Indian patentees of lands in Bitter Root Valley, Montana; that I accompanied him to the lands under examination, and upon examination of the "consents" secured to the appraisement and sale of fifty-three tracts, do state as my best conviction and belief that the parties signing the same are the true heirs and representatives of the deceased patentees whom said signers answer for in said executed "consents."

MICHEL (his x mark) REVAIS. [SEAL.]

Witnesses:

HENRY B. CARRINGTON, U. S. Army,
Special Agent.
 PETER RONAN,
U. S. Indian Agent.

On the relation of the United States, by Henry B. Carrington, agent, attorney, etc.—
 In the district court, Missoula County.—Second certificate supplemental to order of court.

Pursuant to an order of court entered December 7, 1889, I do hereby certify that Chief Charlos Victor, of the Flathead tribe of Indians, the grandfather of Victor, minor son of said Charlos Victor, by Margret Pallicino, only daughter of widow Pallicino, a Flathead Indian patentee, deceased, has acted as guardian of said minor and executed his consent to the sale of the lands patented to the grandmother aforesaid, the mother of said Victor having also deceased.

HENRY B. CARRINGTON,
Agent and Attorney for the United States and for the Flathead Indians aforesaid.

On the relation of the United States, by Henry B. Carrington, its agent and attorney for certain Flathead Indians.—Before district court of Missoula County, Mont.—Second supplemental order.

It appearing that Henry B. Carrington, relator on behalf of the United States, respecting guardians for minor heirs of certain Flathead Indians, has filed a second certificate, such as was directed by order of this court in such case provided, showing the designation and action of Chief Charlós Victor of said tribe of Indians, as guardian of his minor son Victor, the grandson of Widow Pallicino, by his first wife Margarite, since deceased, it is ordered that the action in said behalf, as set forth in said certificate, be confirmed, the same to have full force and effect, which belongs to the original order in this case made respecting guardians and minors therein set forth, December 20, 1889.

C. S. MARSHALL,
Judge of Fourth Judicial District Court, State of Montana.

STATE OF MONTANA,
County of Missoula, ss :

I do hereby certify the above and foregoing to be a full, true, and complete copy of a petition filed, and the order of said district court thereon, made and entered in the order book of said court on the 20th day of December, 1889.

Given under my hand and the seal of said court this 20th day of December, 1889.
[SEAL.]

JNO. L. SLOCUM, *Clerk.*
By WM. LANDERS, *Deputy Clerk.*

Know all men by these presents that I have appointed my brother, Alexander Matte, of the Flathead Indians, living on the reservation of said tribe known as the Jocko Reservation, my good and lawful attorney in fact to transact business for me and in my name during my absence, and especially to execute any and all legal papers that may be necessary with view to the appraisal and sale of my land in Bitter Root Valley derived by patent from the United States, viz, E. $\frac{1}{4}$ NW. $\frac{1}{4}$ and W. $\frac{1}{4}$ NE. $\frac{1}{4}$, Sec. 26, T. 9, R. 20 W., containing 160 acres, more or less, hereby confirming whatever my said attorney may do for me and in my name, the same as if I were personally present and did the same.

BATTISE (his x mark) MATTE. [SEAL.]

Witnesses:

THOS. E. ADAMS. [SEAL.]
PETER RONAN, [SEAL.],
U. S. Indian Agent.

JOCKO RESERVATION, October, 1889.

On the relation of the United States, by Henry B. Carrington, agent, attorney, etc.—On the district court, Missoula County.—Certificate supplemental to order of court.

Pursuant to order of court entered December 7, 1889, touching guardians for certain Indians theretofore appointed and thereafter to be appointed, I do hereby certify that Rev. J. D'Aste, of St. Ignatius Mission, by virtue of said order, has acted as guardian for Moses and Narcisse (Delaware minor children of Delaware Jim, deceased), and as guardian of Anna, John, and Julia Curren, grandchildren of Widow Maltius, an Indian allottee of Indian land, deceased; also as guardian of Lonis, who also signed, although a minor of mature years.

Also that Mary Arlee, widow of Chief Arlee, acted as guardian for her minor grandchildren, Joseph and Mary.

Also that Thomas Adams, father of Eneos and Louise, great-grandchildren of Chief Adolph, an Indian patentee, acted as guardian for his said children.

Also that Madaline, widow of Eneos, son of Chief Adolph, acted as guardian for her daughter Katharine.

Also that Avrietta, widow of Battise Merengo, Indian patentee, deceased, acted as guardian for Lucy and Battice, minor children of said patentee.

Also that Sophie Merango, mother of Louis (Nishau) Merango, acted as guardian for heirs, as well as for her step-son Frank, son of her deceased husband by a former wife.

And said action made is hereby filed pursuant to the order of court aforesaid.

HENRY B. CARRINGTON,
Agent and Attorney for the United States and for the Flathead Indians aforesaid.

On the relation of the United States, by Henry B. Carrington, its agent and attorney and attorney for certain Flathead Indians.—Before the district court of Missoula County, Mont.—Order of court.

In re application for the appointment of guardian for certain Indian minors and for Indian patentees absent in parts unknown and for an insane Indian, the more fully to carry into effect an act of Congress approved March 2, 1889, whereby the Secretary of the Interior was directed to have appraised and sold certain lands in Bitter Root Valley, Montana, which had been patented or allotted to Indians, upon securing the "consent" of said patentees or their heirs to the end that said lands might be sold for the benefit of said patentees or their heirs and the Indians be removed from said valley and the lands aforesaid be opened for settlement under the pre-emption and homestead laws of the United States.

Pursuant to assignment of said petition for hearing, appeared at 10 o'clock a. m., December 7, 1889, at the court-house of said Missoula County and before the district judge thereof, the said Henry B. Carrington, agent and attorney aforesaid, whereupon said petition came on to be heard, with the evidence in support thereof, showing, to the satisfaction of said court, that by act of Congress approved March 2, 1889, the Secretary of the Interior was directed to designate some person to appraise the lands patented to certain Indians in the Bitter Root Valley, with view to the sale of said lands to bona fide settlers, upon first obtaining the consent of said allottees or patentees, or their heirs, and that Henry B. Carrington aforesaid was designated for such duty; that he has already secured the said required consent of the hereditary chief and that of nearly all the adult members of said tribe; that the sale is to be made by the United States, and the net proceeds thereof are to be disbursed by the United States for the benefit of said patentees and their heirs; that an Indian patentee, viz, Joseph Matte, as appearing from the testimony of Peter Ronan, Indian agent, having him under his care, and the testimony of John Dade, attending physician at the agency, is insane and not to be produced in court without danger; that there are minor heirs of deceased patentees incapable of giving legal consent, such as required, and that certain of the parties in interest have departed to parts unknown; whereupon it is ordered that the prayer of said petition be granted and made of record as a muniment of title under the act of Congress aforesaid, as follows, to wit:

First, that Alexander Matte, brother of said Joseph Matte, insane as aforesaid, be appointed guardian to execute for him and in his behalf, without bond, the "consent" required by the act of Congress aforesaid.

Second. That Rosaline Pere, widow of Medicine Pere, Indian patentee, deceased, be appointed guardian of her minor children, Samuel, Joseph, and Adaline, to execute for them and in their behalf, without bond, the consent required by said act of Congress.

Third. That George Red Crow, nephew and heir of Louis Dominick, Indian patentee, deceased, be appointed guardian of Therese Dominick, the widow of Louis Dominick, who has gone to the Snake country, or parts unknown, being without child by her late husband, and that said George Red Crow execute for her and in her behalf, without bond, the consent required by said act of Congress.

And whereas it appears in evidence that other cases than those specified in said petition in like manner require the interposition of this court, it is further ordered that Rev. J. D'Aste, principal of the Indian school on the Flathead Reservation, and for twenty years the spiritual adviser of said Indians, be appointed guardian of all minor heirs of deceased patentees who are in his care, and that he be authorized for them and in their behalf to execute, without bond, the consent required by said act of Congress.

Also, that Joseph Brooks, oldest son of Therese Brooks, Indian patentee, deceased, be appointed guardian of his younger brother Cornelius, residence unknown, and his minor brother Louis, to execute for them and in their behalf, without bond, the consent required by said act of Congress.

Also, that Echine La Moose, widow of Charles La Moose, Indian patentee, deceased, be appointed guardian of Cecille La Moose, a minor daughter, to execute for her and in her behalf, without bond, the consent required by said act of Congress.

Also, that Louis Vandenburg, the father of Mary, widow of Alexander Bear Track, Indian patentee, deceased, be appointed guardian of his minor grandchildren, Charles, Mary, and Pierre, for them and in their behalf to execute, without bond, the consent required by said act of Congress.

And it is further ordered that, if minor heirs be found who have neither relative nor friend to act as their guardian in this behalf, or the absence in parts unknown of any other patentee shall render his consent unattainable in time to secure the early execution of said act of Congress, the certificate of the said agent, attorney and relator, in this behalf, of the facts, shall be his authority for signing the consent of said parties, and be taken as the order of this court to that intent and purpose; provided that in such cases, and where guardians have been appointed, but the names

of said minors have not appeared in this order, because unknown, the names shall be afterwards furnished the clerk of this court by said agent, attorney and relator, to be filed with other papers belonging to the subject-matter of the petition in this case considered.

C. S. MARSHALL,

Judge Fourth Judicial District of Montana in and for Missoula County.

STATE OF MONTANA, *County of Missoula, ss :*

I, the undersigned, clerk of the district court of fourth judicial district of the State of Montana in and for Missoula County, do hereby certify the above and foregoing to be a full, true, and complete copy of the order made by said court, and duly entered in the order book of said court on pages 127, 128, and 129, and that the same was made and duly entered on the 7th day of December, 1889.

In witness whereof I have hereunto set my hand and have affixed the seal of said court on this 7th day of December, 1889.

[SEAL.]

JOHN L. SLOCUM, *Clerk,*
By WM. LANDERS, *Deputy Clerk.*

STATE OF MONTANA, MISSOULA COUNTY.—PETITION TO DISTRICT COURT.

In Re : On the relation of the United States asking such aid as lies within the power of said district court to facilitate the execution of the act of Congress approved March 2, 1889 (25 Stats., 87), respecting consent of certain Flathead Indians, their representatives, or heirs, to the appraisement and sale by the United States, through the Secretary of the Interior, of certain lands in Bitter Root Valley, for which patents in severalty were issued, with view to the expenditure of the net proceeds of said sale under the directions of the Secretary of the Interior, for the benefit of said patentees, or their heirs, and the removal of said Indians to Jocko Reservation in the State of Montana.

Your petitioner, Henry B. Carrington, special disbursing agent in the field, duly authorized by the Secretary of the Interior, under the act of Congress approved March 2, 1889 (25 Stats., 87) to secure the consent of certain Flathead Indians, to whom patents have been issued for lands in severalty, lying in Bitter Root Valley, Montana, or the heirs of said patentees, to the appraisement and sale of said lands, for the benefit of said Indians, in order that said lands may be opened to bona fide settlers, under the homestead laws of the United States, and said Indians be permanently removed to the Jocko Reservation, in the State of Montana, respectfully states the facts, and calls for such aid and relief as may be within the grant of the district court of Montana, which said court, under article 11 of the constitution of Montana, adopted October 1, 1889, has jurisdiction of matters of probate, guardianship, and the settlement of estates.

Your petitioner respectfully represents that the proceeds of said sales, when made, are, by act of Congress cited aforesaid, at the disposition of the Secretary of the Interior, and that the title of said lands, when sold and paid for to the acceptance of the authorities of the United States, will issue to the purchaser, as in case of lands secured under the homestead laws of the United States; and that appraisement with view to said sale is definitely assigned to your petitioner, acting in behalf of said Secretary of the Interior under the act of Congress aforesaid.

Your petitioner further states that in the execution of said duty, to wit, to secure the consent of said Indian patentees, or their heirs, or of the proper representatives of said patentees, if themselves legally disqualified to execute said consent, he has been instructed to proceed under the laws of Montana, and to avail himself of the benefit and authority of said laws, being the laws of the late Territory of Montana still in force, so far as they can be applied, to give full effect to said act of Congress. He still further represents—

(1) That one Joseph Matte, an Indian living upon the Jocko Reservation, in the State of Montana, the patentee of 160 acres of land lying in the Bitter Root Valley, which said land is subject to appraisement and sale as aforesaid provided, is hopelessly insane, and legally incapacitated to execute the consent required by said act of Congress; that his brother, Alexander Matte, also living on the reservation aforesaid, is of sound and disposing mind, familiar with the English language, of business habits, and fully competent to act in behalf of his said brother. Your petitioner therefore respectfully asks of your honorable court that letters of guardianship without bond, or an order of court, issue, authorizing the said Alexander Matte to execute the consent aforesaid, in the name and in behalf of the said Joseph Matte, and that said order or proceedings, with this petition, be made of record as a muniment of

title in case any issue in the future should arise as to the consent called for by the act of Congress aforesaid, or that your honorable court will in such other form as may be within its control, declare its jurisdiction in the matter of the petition hereby presented.

(2) Your petitioner further represents that one Medicine Pere, a patentee of certain lands patented, a Flathead Indian, deceased, leaving a widow, Rosaline, and four children, three of whom, viz, Samuel, Joseph, and Adaline, are under twenty-one years of age; that each of said minor children executed a request before competent witnesses requesting that their mother act as their guardian and sign the request, consent on their behalf; that said widow in her own right and Sophie, the adult heir, in her own right executed said consent; and your petitioner therefore requests that your honorable court will, as in the case of Joseph Matte, herein before prayed for, recognize said widow Rosaline (and so order) as the rightful guardian for and on behalf of said minor children, heirs aforesaid, to execute the said consent; and that the same with this petition be made of record for the purpose and to the extent hereinbefore set forth.

(3) Your petitioner further represents that one Louis Dominick, a patentee of certain lands aforesaid, also an Indian, deceased, leaving a widow, Therese, but no children; that his heirs at law are a nephew and niece, both of adult age; that each has executed the consent called for by said act of Congress; that the said widow has departed to the so-called Snake country or to the Lemhi Reservation, in the State of Idaho; that said Dominick came to the Flathead country from the Red River of the North, and that the said Therese was a Nez Percé Indian, and that the period of her absence is uncertain and the means of obtaining her personal consent beyond control. Your petitioner therefore requests that your honorable court will appoint and recognize us the good and sufficient guardian of the said Therese Dominick, the nephew, and one of the two rightful heirs of said Louis Dominick, viz, George Red Crow, of adult age, and fully competent to act in this behalf and execute said consent, and that the same be made of record for the purposes and to the extent hereinbefore provided.

(4) Your petitioner further represents to your honorable court that certain settlers, ignorant of the exact boundaries of said patented lands, many of which were deserted or unoccupied by the patentees, made improvements thereon, including not only fences, but buildings, and in other cases cultivated said lands, greatly enhancing their value thereby; that nearly all of said patented lands are surrounded by pre-emption or homestead claims; that the interest of white settlers and Indians alike call for the earliest possible execution of said act of Congress, in order that said Indian lands be opened for settlement, and the Indians surrender their claims for their full equivalent, and be removed from the Bitter Root Valley to the ample accommodations set apart for their use and cultivation in the Jocko Reservation aforesaid:

Your petitioner therefore prays that your honorable court will make such order in each of the cases in this petition presented as will lay the foundation for similar actions in any other cases that may arise, where minor heirs may require the appointment of parent or next of kin, or some other proper and competent person, to act in their behalf.

HENRY B. CARRINGTON,

Special Disbursing Agent in the field, on behalf of the Secretary of the Interior.

Filed December 5, 1889.

JNO. L. SLOCUM, *Clerk.*

STATE OF MONTANA, MISSOULA COUNTY.—DISTRICT COURT IN RELATION OF THE UNITED STATES.

In Re: Petition of Henry B. Carrington, special disbursing agent in the field, respecting consent of certain heirs of patented lands in the Bitter Root Valley, to appraisement and sale by the Secretary of the Interior of said lands for the benefit of said heirs, with a view to the removal of said Indians to Jocko Reservation and open said lands to settlement.

STATEMENT OF CASE.

Grants were made in behalf of fifty-four Indians under the act of Congress of June 5, 1872, referred to in the petition pending, and the succeeding treaty made by James A. Garfield as special commissioner, August 27, 1872. Fifty-one patents were issued, the remaining three grants were suspended until adjustment of their interference with a donation grant to Maj. John Owen. The patents bear date March 13, 1876. The said patents were without power of alienation, but to the patentees and their

heirs. The Garfield treaty cited was erroneously reported as signed by the hereditary First Chief Charlos. He did not sign it, nor did he ever consent to leave the Bitter Root Valley and remove to the reservation until the negotiation now in progress; but he did sign a special treaty to that effect at Stevensville, Mont., November 3, 1889, just past.

As a matter of fact the said Charlos and the various patentees refused to receipt for said patents and take them from the agent of the Jocko Reservation, who was instructed to deliver them and take receipts therefor. They are still in the possession of the United States. The act of Congress approved March 2, 1889, takes no advantage of the failure of said patentees to accept and receive their said patents, but provides that the money equivalent for the sale of said lands shall be substituted therefor, upon the consent of the said Indians to the appraisal and sale thereof. Said act practically reserves to the United States, through the Secretary of the Interior, the disposition of said funds by the provision that the "net proceeds shall be paid in cash to the original allottees and patentees, or the heirs at law of such, or expended for their benefit in such manner as he may deem for their best interest," but that in event of said sale he shall remove the Indians to the Jocko Reservation aforesaid.

No control is left to the Indian patentees, but the act of March 2, 1889, perfunctorily follows the entailment indicated by the terms of the patent, and therefore calls for the consent of heirs of patentees where patentees have deceased.

As said act of Congress in its liberality overlooked the question whether said patents have ever been more than escrows, and that the gift of said land as a perfected title it seems to embarrass the execution of the very conditions upon which the patents were issued, even after sale. No guardian or other Territorial or State official has the title to said lands under control; but the deed or patent emanates from the United States as in other cases under the homestead law of the United States.

It is obvious that the full proceeds of the issue of letters of guardianship could never obtain in these cases, without defeating the interest as well as conflicting with positive provisions of said act. The sole prerogative of a guardian in said cases is to consent to said appraisal and sale for the benefit of the heirs, or any patentee who is legally disqualified to give a responsible consent. Even in ordinary regular process, when the question of the sale of real estate by a guardian would arise, the decision respecting his power and duties in that behalf is not within his own discretion, but is the judicial prerogative of the court having jurisdiction of probate matters, guardianship, and the settlement of estates. Hence this matter of consent, so nearly pro forma in the cases under notice, would be a matter for the court to consider in adjudicating for the best interests of the heirs, and to that end, all matters of notice to absentees, or bonds, are fully within the control to the end that the interests of patentees who have gone to parts unknown, or heirs, are protected. In case the United States should after sale place moneys at the disposal of minor heirs, and not distribute as a benefactor or guardian of its own choice and right, it might be that a necessity would arise for the issuance of regular letters of guardianship.

The Secretary of the Interior and the Commissioner of Indian Affairs, this matter having been formally submitted for the opinion of the Attorney General of the United States, in reply earnestly desire that your petitioner, acting in this behalf, should call attention to the general allotment act of February 8, 1887 (24 Stats., 388), where it is presumed that "every Indian living within the territorial limits of the United States to whom allotments have been made under this act, or under any law or treaty, is declared to be a citizen of the United States, entitled to all the rights, privileges, and immunities of such citizens." Whatever bonds might be required of a guardian in case the United States should desire to pay money, proceeds of said sale, to a legal guardian for the benefit of any minor, the consent precedent to said sale is the condition upon which any funds will be at disposal. The fact that lands have been assigned to these Indians, and patents issued therefor, seems to secure to this court all the jurisdiction called for to give full effect to the act of Congress now under execution.

I respectfully submit that whenever an act of Congress makes conditions upon compliance with which certain benefits shall inure to any citizen, the courts of the State wherein that citizen resides must of necessity have jurisdiction to assure these benefits, and that the exercise of that jurisdiction, however unprecedented in form, must find some method of procedure that will exactly meet the case; in other words, that the attaches to probate jurisdiction in the cases before the court, the full capacity to give to the heirs of patentees or others interested the full benefit of the act of Congress without prejudice to the rights of any.

Neither can it ever be the prerogative of any heirs or purchasers under the proposed sale to question the title of the original patentees, the United States itself, or the wisdom and authority of the court which gives to the actions of the United States its complete fruition.

Very grave questions attach to the issue presented in this petition. Many of the patentees live on the reservation already. Many never occupied their lands, and

they remain in a state of nature. Bona fide settlers have hemmed in this land by pre-emption and homestead titles. So vague has been the Indian holdings that the cultivation by settlers has overlapped Indian lands to the extent of 40, 80, and even 120 acres. Long leases for ninety-nine years were procured by settlers from Indians under the mistaken advice that these inalienable lands could thus be taken out from the control of distinct conditions. Fences, buildings, irrigating ditches, and other improvements have in like manner been placed upon Indian lands, large crops have been raised. The hope of these settlers is that under a just appraisal and recognition of their expenditures they may become purchasers, while the Indians will have the benefit of enhanced value of the soil which has accrued without his toil.

The question of crops in 1890 hangs upon the earliest possible solution of the proposed sale, and a delay of consent will be certainly a sacrifice to settlers, with no possible benefit to the Indians.

The demoralization of a social kind is still more emphatic. In township No. 9, section 27, only 6 miles square, the town of Stevensville occupies less than 80 acres. And yet there are eighty-one Indian tracts, of 40 acres each, in that township, as per diagram herewith submitted. An Indian village of seventeen cabins, besides tepees, adjoin the main street, and the road southward from Stevensville has to run for a mile through or by Indian lands.

The Indians themselves, looking to removal (for that is settled) are a burden to the community about them, but they can not be removed until the lands are sold, and sales hinge upon consent first obtained. The cases calling for the action of the court are not many. In every case where there are minors the adults sign cheerfully. It certainly can not be possible for children, all of whom want to go, to impede this movement already so near completion, and I represent their interest herein. I say frankly that I had doubts whether the existing laws could be carried out in detail, even as to the appointment of a guardian, but under the act of 1887 and the general principle that there is an inherent capacity in the court having probate jurisdiction to execute all trusts committed to it, directly or indirectly, by act of Congress, I see no difficulty in such an order as will dispose of the cases submitted and several others that will be filed. In the case of the insane patentee, known to me personally to be insane, I can, if the court deem the case as one definitely provided for by statute, summon the physician who has his case in charge to give evidence in that behalf.

Respectfully submitted.

HENRY B. CARRINGTON,
*Agent and Attorney for the United States,
and for the Flathead Indian Patentees.*

STATE OF MONTANA, *County of Missoula, ss :*

I hereby certify the foregoing to be a true copy of the petition and argument filed in the district court of fourth judicial district, State of Montana, by Henry B. Carrington, relating to consent of minors and the appointment of guardians, and having reference to Indian lands in the Bitter Root Valley, in said State.

Given under my hand and the seal of said court, this 9th day of December, 1889.

[SEAL.]

JNO. L. SLOCUM,

Clerk,

By WM. LANDERS,

Deputy.

AN ITEM for insertion in the bill making appropriations for the current and contingent expenses of the Indian Department, etc.

That the following sums, or so much thereof as may be required, are hereby appropriated out of any moneys in the Treasury not otherwise appropriated, to enable the Secretary of the Interior to carry out the provisions of the act of Congress approved March second, eighteen hundred and eighty-nine; first, for the further compensation of Henry B. Carrington, special agent, for his services and his actual and necessary expenses while engaged in securing the consent of certain Indian patentees of lands in the Bitter Root Valley, in Montana, and in appraising said lands and improvements thereon, as provided in said act, the sum of one thousand and fifty-seven dollars; and secondly, to enable the Secretary of the Interior to remove said Indian patentees, with their families, and to settle them upon the Jocko Indian Reservation in Montana, as provided in section six of said act, five thousand five hundred dollars; in all, six thousand five hundred and fifty-seven dollars.

The Secretary of the Interior is hereby authorized and directed to dispose of the following described tracts, for which no patents have been issued, for the benefit of the Indians who have occupied and improved the same, and who have consented to

relinquish their rights and titles and interests therein, upon the same terms and conditions as is provided in the act, above referred to, regarding the tracts for which patents were issued to the allottees, viz:

Aquois-poo-ka-nee, southwest quarter, northwest quarter, section thirty, township ten north, range nineteen west, forty acres; northwest, quarter, southwest quarter, section thirty, township ten north, range nineteen west, forty acres; in all, eighty acres. Antoine-koo-koo-vee, southeast quarter, southwest quarter, section eighteen, township ten north, range nineteen west, forty acres; east half, northwest quarter, section nineteen, township ten north, range nineteen west; in all, one hundred and twenty acres.

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