

IMPROVEMENTS ON CERTAIN LANDS IN WIND RIVER  
RESERVATION.

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LETTER

FROM

THE ACTING SECRETARY OF THE INTERIOR,

TRANSMITTING,

WITH ACCOMPANYING PAPERS, A REPORT ON THE CHARACTER  
AND VALUE OF CERTAIN IMPROVEMENTS ON LANDS WHICH  
HAVE BECOME A PART OF THE WIND RIVER OR SHOSHONE  
RESERVATION, IN WYOMING.

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FEBRUARY 14, 1899.—Referred to the Committee on Indian Affairs and ordered to be  
printed.

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DEPARTMENT OF THE INTERIOR,  
*Washington, February 13, 1899.*

SIR: The Indian appropriation act, approved July 1, 1898, provides  
as follows:

That the Secretary of the Interior be, and he hereby is, directed, through an Indian inspector, to cause an investigation to be made of the kind, extent, character, and value of the improvements made by certain white men, citizens of the United States, since eighteen hundred and sixty-eight, upon tracts of land settled upon, occupied, and improved prior to the date of the treaty creating the Wind River or Shoshone Indian Reservation, in the State of Wyoming, which embraced within said reservation the tracts of land so previously settled upon, and to report to Congress at the beginning of the next regular session the just and equitable value of said improvements made by the respective claimants thereof, who have been compelled to abandon the same and to remove from the said reservation, and such other facts respecting such settlement as may be of value in the adjustment of any claim arising from such removal.

Under date of September 16, 1898, United States Indian Inspector Charles F. Nesler was directed to make the required investigation, and his report, with accompanying papers, is herewith submitted.

The inspector's report has been considered by the Commissioner of Indian Affairs, as shown by his letter dated 9th instant (copy herewith).

In his report the Commissioner also gives a history and statement of the claims of the settlers who went upon the Wind River Reservation prior to the date of the creation of the same by the treaty of July 3, 1868 (15 Stats., 763), and shows the payments heretofore made to these settlers.

Very respectfully,

THOS. RYAN,  
*Acting Secretary.*

The SPEAKER OF THE HOUSE OF REPRESENTATIVES.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
Washington, February 9, 1899.

SIR: The Indian appropriation act, approved July 1, 1898 (30 Stats., 571), contains the following clause:

That the Secretary of the Interior be, and he hereby is, directed, through an Indian inspector, to cause an investigation to be made of the kind, extent, character, and value of the improvements made by certain white men, citizens of the United States, since eighteen hundred and sixty-eight, upon tracts of land settled upon, occupied, and improved prior to the date of the treaty creating the Wind River or Shoshone Indian Reservation, in the State of Wyoming, which embraced within said reservation the tracts of land so previously settled upon, and to report to Congress at the beginning of the next regular session the just and equitable value of said improvements made by the respective claimants thereof, who have been compelled to abandon the same and to remove from the said reservation, and such other facts respecting such settlement as may be of value in the adjustment of any claim arising from such removal.

The Shoshone or Wind River Reservation was created by treaty of July 3, 1868 (15 Stats., 763). It appears that certain settlers went upon the lands embraced within the boundaries of the said reservation when they belonged to the public domain and in good faith made improvements and cultivation thereon. Subsequently to their residence in 1868 the Government set aside the land, by the said treaty with the Shoshone and Bannock tribes of Indians, upon which these improvements had been made.

These claims were recognized by the Department of the Interior. Under date of March 31, 1875, United States Indian Agent James Irwin was instructed by this office to make a personal investigation of each of the claims of these settlers, the time when each settler located upon the lands he then claimed, the amount, quality, and value of the land, and the character and then value of any improvements made thereon by said claimants and by any others who might be within said reservation, and to report the facts in an itemized statement in tabular form to this office that proper action might be had thereon.

He was instructed to advise the settlers of the fact that there were then no funds at the disposal of this office which were applicable to the payment of the claims.

On February 12, 1876, the said Indian agent, James Irwin, in accordance with instructions from this office dated March 31, 1875, transmitted a tabular statement of the value of improvements made on said reservation by William Boyd and certain other settlers, which improvements commenced previous to the treaty of July 3, 1868, by actual settlement.

The following is a copy of the Indian agent's tabular statement referred to, put, however, for convenience, in schedule form:

*Estimate of improvements made by white men on the Shoshone and Bannock Reservation prior to treaty of 1868, by James Irwin, United States Indian agent, February 12, 1876.*

Wm. Boyd, claim dated spring, 1868:	
1 stone dwelling house, 14 by 16.....	\$300.00
1 log dwelling house, 14 by 16 .....	150.00
1 log building, 14 by 16 .....	50.00
1 vegetable or root cellar.....	50.00
1 corral.....	25.00
1 well.....	25.00
Breaking 60 acres of land.....	300.00
Post and rail fence, 350 rods .....	442.50
100 rods dams and ditches.....	50.00
Total .....	1,392.50

This claim of Wm. Boyd was paid December 4, 1893.

## Wm. Evans, claim dated May 8, 1868:

1 adobe dwelling house, 14 by 16 .....	\$200.00
1 pole building .....	25.00
1 vegetable or root cellar .....	50.00
1 corral .....	50.00
1 grain house .....	50.00
1 well .....	25.00
Breaking 60 acres .....	300.00
Post and rail fence, 350 rods .....	525.00
100 rods dams and ditches .....	50.00

Total ..... 1,275.00

This claim of William Evans was paid May 18, 1892.

## James Rogers, claim dated fall, 1867:

1 adobe dwelling house, 20 by 27 .....	\$600.00
2 log houses .....	75.00
2 vegetable or root cellars .....	100.00
1 corral .....	50.00
Breaking 88 acres of land .....	440.00
Post and rail fences, 640 rods .....	864.00
125 rods dams and ditches .....	125.00

In the original estimate the total is ..... 2,254.00

This claim of James Rogers was paid June 20, 1894.

## William Jones, claim dated fall, 1869:

1 log dwelling house, 26 by 14 .....	\$100.00
1 log granary .....	50.00
1 vegetable or root cellar .....	50.00
1 corral .....	25.00
1 well .....	25.00
Breaking 20 acres .....	100.00
Post and rail fences, 200 rods .....	100.00
50 rods dams and ditches .....	50.00

Total ..... 500.00

No appropriation was ever made to pay this claim of William Jones.

## Thomas Cosgrove, claim dated spring, 1868:

1 sod dwelling house, 18 by 20 .....	\$100.00
1 log granary .....	50.00
1 vegetable or root cellar .....	50.00
1 well .....	25.00
Breaking 35 acres of land .....	175.00
Post and rail fence, 320 rods .....	432.00
200 rods dams and ditches .....	200.00

Total ..... 1,032.00

This claim of Thomas Cosgrove was paid February 24, 1896.

## D. Williams, claim dated June, 1868:

1 stone dwelling house, 12 by 16 .....	\$100.00
1 vegetable or root cellar .....	50.00
1 well .....	25.00
Breaking 25 acres of land .....	125.00
Post and rail fences, 240 rods .....	324.00
40 rods dams and ditches .....	30.00

Total ..... 654.00

This claim of D. Williams was paid September 15, 1894.

N. P. Davidson, claim dated May 8, 1868:

1 log dwelling, 16 by 20.....	\$200.00
1 log granary.....	150.00
1 vegetable or root cellar.....	50.00
1 well.....	25.00
Breaking 30 acres of land.....	150.00
Post and rail fences, 320 rods.....	432.00
50 rods dams and ditches.....	100.00

Total..... 1, 107.00

This claim of N. P. Davidson was paid November 16, 1889.

T. Kutch, claim dated May 8, 1868:

1 log dwelling house, 15 by 30.....	\$250.00
1 log granary.....	75.00
1 vegetable or root cellar.....	50.00
1 well.....	25.00
Breaking 35 acres of land.....	175.00
Post and rail fences, 320 rods.....	432.00
50 rods dams and ditches.....	100.00

Total..... 1, 107.00

This claim of Tilford Kutch was paid November 16, 1889.

John L. Parker, claim dated May 16, 1868:

1 log dwelling house, 14 by 16.....	\$150.00
1 vegetable or root cellar.....	50.00
1 corral.....	20.00
1 well.....	25.00
Breaking 1 acre of land.....	5.00

Total..... 250.00

Payment has been made as above indicated to these settlers by this office, except in the case of John L. Parker. Application has not been made for the amount due him and it is still unpaid.

It will be observed from the foregoing statement that the improvements of one of the settlers were made wholly or in part after the conclusion of the treaty of 1868, namely, those of William Jones, the date of whose claim is the year 1869.

This office recommended to the Department the payment of each of the respective claims, excepting that of Mr. William Jones, in the aggregate \$9,317.50. The Department of the Interior, in different communications, recommended an appropriation for the amount necessary to pay for the improvements of eight settlers, aggregating the said amount. It recommended that Mr. Jones be not paid for his improvements, amounting to \$500. He has not been paid this sum.

Bills were reported favorably from the House Committee on Indian Affairs for the relief of these settlers, except Mr. Jones, in the Forty-sixth, Forty-seventh, Forty-eighth, and Forty-ninth Congresses. By act of March 2, 1889 (25 Stats., 998), Congress appropriated \$9,371.50 to enable the Secretary of the Interior to pay the settlers who, in good faith, had made settlement in the Wind River Valley previous to the time when said valley was included in the Wind River or Shoshone Indian Reservation, created, as above stated, by treaty of July 3, 1868, the value of their homes, as found by appraisement, with the provision that no payment should be made to any one of said settlers until he should have first finally removed from the reservation.

The foregoing is a brief history and statement of the claims of the settlers who went upon the Wind River Reservation prior to the date of the creation of the same by said treaty.

It will be observed from the clause contained in said Indian appropriation act above referred to that the kind, extent, character, and

value of the improvements made by certain white men, citizens of the United States, since 1868, upon tracts of land settled upon, occupied, and improved prior to the date of the treaty creating the said reservation, which embraced therein the tracts of land so previously settled upon, were to be investigated, and that the just and equitable value of said improvements made by the respective claimants thereof who had been compelled to abandon the same and remove from the reservation was to be reported to Congress; also that such other facts with respect to such settlement as might be of value in the adjustment of any claim arising from such removal was to be investigated and reported upon.

Under date of September 15, 1898, this office prepared instructions for the guidance of such United States Indian inspector as the Secretary of the Interior might see fit to designate for these duties, and submitted the same to the Secretary of the Interior for his consideration and approval. The inspector was furnished with a history of these claims. Special attention was invited to the fact that the tabular statement made by the said United States Indian agent indicated the estimate of improvements made by white men on the Shoshone Reservation prior to the treaty of 1868, although the said agent submitted his report to this office on February 12, 1876; that it seemed that his estimate did not include the improvements, if any, made by the said white men between the date of the treaty of July 3, 1868, and the time of their respective removals from the reservation, with the exception of T. Kutch and N. P. Davidson; that the said United States Indian agent, in his report dated February 12, 1876, stated that the value of the improvements of these two parties (Kutch and Davidson) were considered at the time they were required to leave the reservation; that the kind, extent, character, and value of the improvements made by these white men between July 3, 1868, and the date on which they removed from the reservation should be ascertained, estimated, and reported upon, excluding from said estimate any improvements made prior to the date creating the reservation, namely, July 3, 1868; or, in other words, the improvements described in the foregoing part of this report, the value of which was estimated by James Irwin, United States Indian agent of the Shoshone Agency, and submitted to this office February 12, 1876.

The inspector was instructed to investigate the claim of Mr. Jones fully and thoroughly and determine, if possible to do so, whether his improvements above mentioned, in amount \$500, were made prior or subsequent to the date of said treaty of July 3, 1868.

He was further instructed that the date when the respective claimants abandoned the reservation and removed therefrom might be ascertained from the records and files of the Shoshone Agency, or determined by evidence to be furnished by the claimants. He was further instructed to submit, upon the completion of the investigations and estimates above indicated, his report to you through this office, to the end that the same might be laid before Congress.

United States Indian Inspector C. F. Nesler was instructed by you, on September 16, 1898, to proceed to make an investigation of the claims of the settlers upon the Wind River Reservation, Wyo., under the instructions prepared by this office.

On November 14, 1898, he submitted his report. He states that from the testimony of witnesses and old records of the agency it was shown that very little in the way of permanent improvements on the said reservation could have been made prior to July 3, 1868, as the frequent attacks of hostiles at that period rendered work in that direction extremely hazardous; that improvements of a substantial character

were not begun on the reservation until about the year 1870; that from that time until 1876 a large number of permanent improvements of some value were made; that of the original locators, who presented claims and were paid for improvements made prior to July 3, 1868, only two have claims at this time, namely, William Evens (Evaus) and the heirs of James Rogers; that the other present claimants are the owners of improvements made in part by original locators, and that they have acquired title to the same by purchase, except in the case of Stefano Gini.

The inspector further states that it appears from the testimony of the claimants that the appraisal of 1876 made by Agent Irwin included the value of all improvements at that period, not only those made prior to July 3, 1868, but also all improvements in existence at the time of the appraisal, namely, February 12, 1876.

In view of these facts, and as the above-described claims were fully adjusted according to the act of Congress approved March 2, 1869, up to February 12, 1876, the inspector states that it was presumed that the intent of Congress as expressed in said clause was to ascertain the kind, extent, character, and value of the improvements made by white men since 1876 and up to the time of their removal from the reservation with a view of adjusting existing claims and preventing others of a like nature; that with this object in view it was necessary to obtain information as to what improvements were made after February 12, 1876, and up to the time of the removal of the claimants as well as to ascertain the character and value of the same; that in order to determine this the testimony of the claimants and witnesses was taken upon these matters and such official correspondence obtained relative to them as could be found among the files of the agency. The inspector attached to the testimony in each case his estimate of the value of the permanent improvements of each claimant as they existed at the time of taking the same and such as bore evidence of having existed during the periods mentioned. For convenience he marked the testimony in the case of each claimant as an exhibit, commencing with the letter A. He summarized in his report the testimony bearing upon each claim, and gave the value of the improvements thereof as estimated not only by himself but also by the claimant and other witnesses.

#### CLAIM OF WILLIAM EVENS, EXHIBIT A.

The inspector states in his report that Mr. Evens was an original locator; that his testimony shows that he established a location on unsurveyed land in the Wind River Valley about May 12, 1868, which land afterwards became a part of the Wind River or Shoshone Reservation; that he resided thereon continually until his removal of his own accord on November 10, 1890; that his statements show that very little had been done by him in the way of improvements up to August, 1868, a month after the conclusion of the treaty; that he presents a claim for improvements made between February 12, 1876, and November 10, 1890, amounting to \$2,885, as follows:

One frame dwelling, 20 by 22 feet, with adobe extension, 12 by 20 feet .....	\$1,600
320 rods of fence .....	390
An adobe stable, granary, and chicken house .....	150
320 rods of ditch .....	320
360 rods of fence .....	270
Breaking 35 acres of ground .....	105
Log cabin, 16 by 20 feet .....	50
Total .....	2,885

The inspector submits the testimony of J. K. Moore, trader on the Shoshone Reservation, upon this case. Mr. Moore states that \$2,000 or \$2,500 would, in his opinion, be a fair valuation of these improvements.

He next submits the testimony of F. G. Burnett, agency farmer, a disinterested witness, who places the value of these improvements at \$1,600.

The inspector attached to the testimony in this case his appraisement of the improvements last above described. He values them at \$2,293.

Under date of May 29, 1884, Mr. Evens was notified through the United States Indian agent of the Shoshone Agency that he had no legal claim against the Government by reason of the fact that he had made improvements on unsurveyed lands; that he would be permitted to remain temporarily upon the reservation with the understanding, however, that he should make no further improvements and hold himself in readiness to move off the reservation as soon as the claim of \$1,275, first above mentioned, should be adjusted by Congress.

It is proper to state in this connection that the payment of the original claims of these settlers was urged by themselves and not at the request of this office. The office has always denied that they had any legal claim to pay for their improvements, as they had settled upon unsurveyed lands to which they could acquire no title or vested rights as against the United States. It admitted, however, that they had an equitable claim to payment for the value of their improvements made by them before the land was appropriated for other purposes by the Government. It has always been held by the office that they have no possible claim, legal or equitable, for improvements made since that time; that at any time after the establishment of the reservation they could legally have been removed therefrom. Under date of March 24, 1890, this office instructed the United States Indian agent of the Shoshone Agency to notify the several parties above named that they were expected to remove from the reservation within a reasonable time; that should they refuse or neglect to do so, to report the matter for further instructions.

On May 15, 1890, the United States Indian agent advised this office that he had notified, as directed, the several parties named, to wit: Evens, Rogers, Jones, and Yarnell, of the full text of the instructions contained in office letter last mentioned; that they willingly assented to comply with anything thought to be best for all concerned. Subsequent correspondence was had with the Shoshone Indian agent by this office with respect to the removal of these parties. On November 1, 1893, the Indian agent reported that he had that day removed from the Shoshone Reservation Messrs. William Jones and William Rogers, as they had failed to comply with instructions theretofore given by this office; that the claims of other settlers had been vacated. It will be observed from the foregoing remarks that this office is of the opinion that Mr. William Evens is not legally entitled to payment for the improvements made by him upon the reservation from February 12, 1876, up to the time of his removal therefrom. If he is allowed anything for these improvements, it will be on account of the generosity of Congress in dealing with pioneers and settlers on the public domain, and not, as it is believed, on account of any just, legal, or equitable rights against the Government for such payment. With these remarks, the said claim of Mr. Evens is submitted for your consideration.

## CLAIM OF WILLIAM H. ROGERS, ADMINISTRATOR OF THE ESTATE OF JAMES ROGERS, DECEASED, EXHIBIT B.

The inspector states that Mr. James Rogers was an original locator upon unsurveyed lands in the Wind River Valley; that he located therein during the fall of 1867; that the lands upon which he settled were subsequently embraced in the reservation; that from the testimony of William H. Rogers, it appears that the original locator, James Rogers, and his heirs resided continuously upon the land up to the time of their removal, except for a short period in the year 1874; that from the testimony of said William H. Rogers, it appears that the claim for the value of the improvements made prior to February 12, 1876, has been fully adjusted; that he presents a claim for improvements made between February 12, 1876, and October 31, 1893, the date he was ordered to remove from the reservation, amounting to \$7,866.20, as follows:

1 log stable, 35 by 19, valued at .....	\$500.00
1 log granary, 19 by 18, valued at .....	300.00
1 2-story stone dwelling house, 30 by 34.....	4,000.00
1 root cellar, 14 by 17 .....	100.00
2½ miles of fence, 2 wires, and 2 poles.....	1,555.20
1 large ditch, three-fourths mile.....	675.00
1 ditch, three-fourths mile .....	150.00
3 laterals, one-fourth mile each.....	75.00
Breaking and sowing 30 acres alfalfa .....	275.00
300 pounds timothy seed sown.....	36.00
Breaking and cultivating 40 acres of ground.....	290.00
Total .....	7,866.20

The inspector submits the testimony of J. K. Moore, a disinterested witness, who states that he considers \$5,000 a fair valuation for these improvements; also the testimony of F. G. Burnett, agency farmer, who is also a disinterested witness and is familiar with the improvements made. Mr. Burnett thinks that a fair valuation of these improvements would not exceed \$4,000. The inspector's estimate is \$5,363.

It appears that the former claim of James Rogers was overpaid by \$300 (see above). It will be adjusted if appropriation is made in this case.

There is attached to the testimony in this case a document which the inspector states was found among the papers at the Shoshone Agency, wherein one Stefano Gini is acknowledged to be the owner of the undivided one-half of the improvements embraced in the claim of James Rogers.

It appears from this document that said Stefano Gini was a partner of James Rogers (now deceased) in all improvements made on the reservation by him prior to February 12, 1876; that at that time Rogers and Gini dissolved partnership; that Gini made improvements of his own about one-fourth of a mile east of those of Rogers and has presented a claim for them; that the document, from its wording and date, showed Gini to be entitled to half of the present claim of the estate of James Rogers, which was denied by William H. Rogers, administrator of said estate; that, fearing a complication or perhaps a further claim, it was considered advisable to obtain a release from Gini, acknowledged before a clerk of a court of record; that this was done. The inspector attaches to the papers in the case the agreement of release mentioned, to which your special attention is hereby invited.

The facts in the case of James Rogers and his administrator are similar to those as to improvements, removal, etc., of Mr. Evens, above



mentioned. The remarks made by this office in regard to the claim of Mr. Evens are applicable to the claim of the estate of James Rogers, deceased.

## CLAIM OF WILLIAM JONES, EXHIBIT C.

The inspector states that Mr. Jones acquired title to the improvements by purchase; that under the appraisalment of 1876 he presented a claim for improvements amounting to \$500, which claim was not approved by this office on the ground that his improvements were shown by Agent Irwin to have been made wholly or in part after the conclusion of the treaty of 1868; that it appears from the testimony of Mr. Jones that he came into the valley with the intention of locating, but that he made no improvements prior to the year 1873, when he came into possession of certain improvements by purchase; that the original locators upon the land embracing the improvements purchased by Mr. Jones were Robert Espey and Tip Trimble (both now deceased); that they disposed of their improvements to one Thomas Cosgrove (also now deceased); that William Jones purchased the improvements from Mr. Cosgrove in the year 1873; that as no adjustment has been made of the previous claim of Mr. Jones, he now presents a claim for all improvements, including those made prior to 1868 by Espey and Trimble, as well as those made subsequently and up to the time he was ordered to remove from the reservation, October 31, 1893, amounting, in the aggregate, to \$3,540.

The following is a schedule of the improvements made prior to February 12, 1876, alleged to have been purchased by Mr. Jones:

1 log cabin, 14 by 16 .....	\$150. 00
1 shed kitchen .....	40. 00
1 stable .....	50. 00
Outhouses .....	10. 00
1 chicken house .....	25. 00
One-half mile of fence .....	40. 00
Ditches and laterals .....	75. 00
15 acres of land broken .....	90. 00
Total .....	<u>480. 00</u>

The following is a schedule of the improvements made by Mr. Jones after February 12, 1876:

1 log barn, erected in 1891 .....	\$550. 00
1 shed and outhouse, erected in 1891 .....	150. 00
Repairs on fence previously erected .....	20. 00
1 granary .....	100. 00
1 ice house .....	100. 00
1 root cellar, 15 by 20 .....	50. 00
Loss on 20 tons of hay, at \$4.50 per ton .....	90. 00
1 dwelling house .....	2, 000. 00
Total .....	<u>3, 060. 00</u>

Grand total of alleged improvements made and purchased by Mr. Jones .....

3, 540. 00

The inspector presents the testimony of J. K. Moore, Indian trader, who, while apparently not familiar with the improvements made on the Jones place prior to 1876, states that he would consider \$2,000 a fair valuation for the improvements made between 1876 and the time of the removal of Mr. Jones from the reservation; also the testimony of F. B. Burnett, agency farmer, who considers \$2,500 a fair valuation for all the improvements claimed by Mr. Jones.

The inspector appraises the improvements of Mr. Jones at \$2,875.

This report contains a full history of the claim of Mr. Jones. It is thought by this office that he is without any just, legal, or equitable claim against the Government for improvements made by him. He went upon the reservation, as it appears in 1873—long after it was set aside for the Indians by treaty stipulations. He knew he had no rights thereon, and yet he purchased certain alleged improvements and persisted in continuing his residence thereon and in making other improvements. If he obtains payment for his claim for improvements, it will certainly be in the nature of a gift by Congress rather than any right which he may have as against the Government.

#### CLAIM OF NELSON YARNELL, EXHIBIT D.

The inspector states that the testimony of Mr. Yarnell shows that he went upon the reservation in the year 1870 as a Government employee; that he made no improvements prior to 1881; that his claim was originally located by one Doty prior to 1868, who sold the improvements in 1869 to William Boyd, a squaw man, who, it appears, made some improvements and presented a claim, which was adjusted according to the appraisal made by Agent Irwin in 1876; that the claim was then purchased from Boyd by one Charles H. Oldham, a Government employee, in 1877; that evidently no improvements of any importance were added by Oldham between the time of the purchase from Boyd, in the year 1877, up to the time of the purchase by Yarnell, in 1881; that as a description of the improvements existing at the time of the purchase by Yarnell, as is shown in his own testimony, compares favorably with the value of the improvements as appraised by Agent Irwin in 1876, Mr. Yarnell's claim therefore embraces a period between 1881 and the time he was ordered to remove from the reservation, October 31, 1893.

Mr. Yarnell's claim, as presented, amounts to \$1,745.

The following is a schedule of his improvements:

1 barn, log, to accommodate five animals.....	\$200.00
New roof on house and replastering inside and out.....	50.00
1 adobe chicken house.....	40.00
2½ miles barbed-wire fence.....	640.00
Breaking and cultivating 40 acres of ground.....	200.00
Breaking and cultivating 15 acres of ground.....	75.00
400 rods of ditch.....	40.00
50 tons of hay seized by the acting Indian agent.....	500.00
Total.....	1,745.00

The inspector states that Mr. F. C. Burnett, agency farmer, is thoroughly familiar with these improvements, and considers \$1,200 a fair valuation. His appraisal is \$1,355.

It is thought that Mr. Yarnell is not entitled, either in law or equity, to payment for any portion of his claim. The matter, however, is submitted to you for your consideration.

#### CLAIM OF STEFANO GINI, EXHIBIT E.

The inspector states that Mr. Gini was an original locator and partner of James Rogers, deceased (whose claim is represented in Exhibit B), up to February 12, 1876, in which he had a half interest, and at which

time he dissolved partnership with Mr. Rogers and established improvements of his own. The schedule of his improvements is as follows:

1 log house, 15 by 18 .....	\$150.00
1 log stable, 16 by 32 .....	200.00
1 root cellar, 14 by 16 .....	50.00
2 corrals .....	25.00
Total .....	425.00

The inspector states that the improvements in this case were entirely removed by a former superintendent of the Wind River boarding school, the lands on which they were situated being now a portion of the school reserve; that Mr. Gini was ordered to remove from the reservation on October 1, 1893, but was permitted to remain thereon by the agent until the spring of 1894; that the said Mr. Burnett values the improvements of Gini at \$800.

The inspector appraises these improvements at \$425, adding that this appraisement is based upon information obtained from other parties.

It is not seen by this office how Mr. Gini has any claim whatever for improvements made by him after 1876. The evidence shows that he sold his improvements up to that date to James Rogers, now deceased, for which the estate of Rogers has been paid. Mr. Gini knew that the lands had been appropriated for the Indians and that he had no right whatever to begin anew improvements upon the reservation. His claim is certainly without any foundation, either in law or equity.

Duplicate copies of this report are herewith inclosed; also duplicate copies of Inspector Nesler's report, and all the accompanying papers, to the end that the same may be transmitted to Congress as provided in the clause of the Indian appropriation act mentioned.

The original papers are also transmitted herewith. It is thought that they should be returned to this office when they shall have served their purpose with the Department.

Very respectfully, your obedient servant,

A. C. TONNER,  
*Acting Commissioner.*

The SECRETARY OF THE INTERIOR.

UNITED STATES INDIAN SERVICE,  
*Shoshone Agency, Wyo., November 14, 1898.*

SIR: Complying with the instructions prepared by the honorable Commissioner of Indian Affairs, in the matter of an investigation of the claims of certain settlers upon the Wind River or Shoshone Reservation, Wyo., and transmitted with your letter of September 16 last, I have the honor to submit the following report:

I would state that in conducting the investigation of the claims of the settlers herein mentioned, it was found difficult to closely follow the said instructions, for reasons which will appear.

From the testimony of witnesses and old records of the agency office it is shown that very little in the way of permanent improvements on this reservation could have been made prior to July 3, 1868, as the frequent attacks of hostiles at this period rendered work in that direction extremely hazardous.

Improvements of a substantial character were not begun until about 1870, and from that time until 1876 a large number of permanent improvements of some value were made.

Of the original locators who presented claims and were paid for improvements made prior to July 3, 1868, only two have claims at this time, William Evens and the heirs of James Rogers, the other claimants being the owners of improvements made in part by original locator and who acquired title to the same by purchase, except in the case of Stefano Gini.

It appears from the testimony of the claimants that the appraisal of 1876 made by Agent Irwin included the value of all improvements at that period; not only those made prior to July 3, 1868, but also all improvements in existence at the time of appraisal February 12, 1876.

In view of these facts, and as these claims were fully adjusted according to an act of Congress, March 2, 1889, up to February 12, 1876, it is presumed that the intent of the clause in the appropriation act, "Public—No. 175," is for the purpose of ascertaining "the kind, extent, character, and value of the improvements made by white men" since 1876 and up to the time of their removal from the reservation, with a view of adjusting existing claims and preventing others of a like nature.

With this object in view, it was necessary to obtain information as to what improvements were made subsequent to February 12, 1876, and up to the time of the removal of the claimants, as well as to ascertain the character and value of the same.

In order to determine this, the testimony of the claimants and witnesses was taken and is herewith submitted, together with such official correspondence relative to them as could be found among the files of the agency. Attached to the testimony will be found a just and fair estimate of the value of the permanent improvements of each claimant as at present existing or bearing evidence of having existed during the periods mentioned.

For convenience, the testimony in the case of each claimant is marked as an exhibit and will be referred to in alphabetical order.

*Exhibit A.*—Claim of William Evens, an original locator. First is shown the testimony of Mr. Evens, wherein he states that he established a location on unsurveyed land in the Wind River Valley about May 12, 1868, which land afterwards became part of the reservation, and has resided thereon continuously until his removal. His statement also shows that very little had been done in the way of improving up to August, 1868, a month after the conclusion of the treaty.

Mr. Evens left the reservation of his own accord November 10, 1890, and presents a claim for improvements made between February 12, 1876, and November 10, 1890, amounting to \$2,885.

Following this is the testimony of J. K. Moore, an Indian trader on the reservation, who states under oath that \$2,000 or \$2,500 would, in his opinion, be a fair valuation of these improvements.

Next is submitted the testimony of F. G. Burnett, agency farmer, a disinterested witness, who, under oath, places the value of these improvements at \$1,600.

Attached to the above will also be found my appraisal, with a description of each improvement obtained by actual measurement, and valued at \$2,293.

*Exhibit B.*—Claim of William H. Rogers, administrator of the estate of James Rogers, also an original locator. First is shown the testimony of William H. Rogers, from which it would appear that James Rogers located on unsurveyed land in the Wind River Valley in the fall of 1867, which land was subsequently embraced in and made a part

of the reservation, and on which he or his heirs resided continuously up to the time of their removal, except for a short period in 1874.

His testimony shows that his claim for the value of improvements made prior to February 12, 1876, was fully adjusted, but he presents a claim for improvements made between February 12, 1876, and October 31, 1893, the time he was ordered to remove (copy of order attached), amounting to \$7,366.20. Next is shown the testimony of J. K. Moore, a disinterested witness, who states under oath that he considers \$5,000 a fair valuation for these improvements.

Next will be found the testimony of F. G. Burnett, agency farmer, who is also a disinterested witness and familiar with the improvements made. This witness testifies that the value of these improvements would not exceed \$4,000.

Following this is submitted my estimate of the value of the improvements in this case, with a description of each as obtained by actual measurement, and amounting to \$5,363.

Next is shown a document found among the papers at the agency wherein one Stefano Gini is acknowledged to be the owner of the undivided one-half of the improvements embraced in the claim of the estate of James Rogers. It appears that Stefano Gini was a partner of James Rogers in all improvements made on the reservation by him prior to February 12, 1876. At that time Rogers and Gini dissolved partnership, and Gini made improvements of his own about one-fourth of a mile east of those of Rogers and has presented a claim for them. The document, from its wording and date, would show Gini to be entitled to half of the present claim of the estate of James Rogers, which was denied by William H. Rogers. Fearing a complication, or perhaps a further claim, it was considered advisable to obtain a release from Gini acknowledged before a clerk of a court of record. This was done and follows the document above referred to.

*Exhibit C.*—Claim of William Jones, who acquired title to improvements by purchase. Mr. Jones, under the appraisal of 1876, presented a claim for improvements amounting to \$500 in value, which claim was not approved on the ground that his improvements were shown by the tabular statement of Agent Irwin to have been made wholly or in part after the conclusion of the treaty of 1868.

The instructions prepared by the honorable Commissioner referred particularly to the claim of William Jones. It was desired that Mr. Jones's claim be thoroughly investigated, to "determine, if possible to do so, whether his improvements, in amount \$500, mentioned in the foregoing table, were made prior to the date of said treaty—July 3, 1868."

This information is shown in his testimony herewith presented. It appears that he came into the valley with the intention of locating, but made no improvements prior to 1873, when he came into possession of certain improvements by purchase. The testimony shows that the original locators were Robert Espey and Tip Trimble (both now deceased), who made improvements which they disposed of to Thomas Cosgrove (now deceased), from whom William Jones purchased them in 1873. No adjustment having been made of the previous claim, Mr. Jones now presents a claim for all improvements, including those made prior to 1868 by Espey and Trimble, as well as those made subsequently and up to the time he was ordered to remove, October 31, 1893 (copy of order to remove attached), amounting to \$3,540.

Following this is presented the testimony of J. K. Moore, Indian

trader, who, while apparently not familiar with the improvements made on the Jones place prior to 1876, testifies under oath that he would consider \$2,000 a fair valuation for improvements made between 1876 and the time of Mr. Jones's removal.

Next will be found the testimony of F. G. Burnett, agency farmer, who states under oath that he would consider \$2,500 a fair valuation of all improvements claimed by Mr. Jones.

A complete list of the improvements as appraised by myself follows, showing the nature of the improvements and containing a description of each as ascertained by actual measurements. Those marked X bore sufficient evidence of having existed to enable me to determine their character and size. I have appraised the value of Mr. Jones's improvements at \$2,875.

*Exhibit D.*—Claim for improvements presented by Nelson Yarnall, who acquired title to the same by purchase. Mr. Yarnall's testimony shows that he came upon the reservation in 1870 as a Government employee, but made no improvements prior to 1881. This claim, it is learned from the testimony of witness F. G. Burnett, was originally located by one Doty prior to 1868, who sold the improvements in 1869 to William Boyd, "a squaw man," who, it would appear, made some improvements and presented a claim, which was adjusted according to the appraisal made by Agent Irwin in 1876. The claim was then purchased from Boyd by one Charles H. Oldham, a Government employee, in 1877. Evidently no improvements of any importance were added by Oldham between the time of his purchase from Boyd, in 1877, up to the time of purchase by Mr. Yarnall, in 1881. As a description of the improvements existing at the time of the purchase by Yarnall, as shown in his testimony, compares favorably with the tabular statement of the improvements as appraised by Agent Irwin in 1876, Mr. Yarnall's claim, therefore, embraces a period between 1881 and the time he was ordered to remove, October 31, 1893. (Copy of order to remove attached.) Mr. Yarnall's claim, as presented, amounts to \$1,745.

Witness Burnett, thoroughly familiar with these improvements, considers \$1,200 a fair valuation.

I consider \$1,355 a fair appraisalment of the value of these improvements and submit a list of each, with a description obtained by actual measurement.

*Exhibit E.*—Claim of Stefano Gini, an original locator and partner of James Rogers, deceased, whose claim is represented in Exhibit B. Stefano Gini, from evidence shown, was an original locator as partner in the improvements of James Rogers, owning a half interest in the same until the time of appraisalment, in 1876, at which time Gini dissolved partnership and established improvements of his own.

The improvements in this case have been entirely removed by a former superintendent of the Wind River Boarding School, the land on which they were situated being now a portion of the school reserve. Mr. Gini was ordered to remove on October 1, 1893 (copy of order attached), but was permitted by the agent to remain until the spring of 1894. He presents a claim amounting to \$425, which is valued by witness Burnett at \$800. My appraisalment of these improvements is based upon information obtained from others, and I would place their value at \$425.

Attention is called to a copy of a letter attached to the testimony of Evens, Jonas, and Rogers, as well as to copies of official correspondence relative to these cases, marked Exhibit F.

Among the items of improvements mentioned by claimants will be found, in the case of Mr. Yarnall, the value of 50 tons of hay, \$500. In

his testimony Mr. Yarnall states that he did not leave the reservation until October 31, 1893, while in Exhibit F will be found correspondence showing that Mr. Yarnall had vacated his claim in the spring of 1893. Mr. Jones claims the loss on 20 tons of hay; Mr. Rogers, 300 pounds of seed and sowing 30 acres of alfalfa. In determining the value of the improvements claimed these items could not be considered, for the reason that they did not exist; they were not permanent in character and it was to some extent the fault of the claimants that they were lost.

It will also be observed that there is a discrepancy in the description of the improvements existing in 1876, as mentioned by claimants, and those shown in the tabular statement of Agent Irwin. Some difference is also noticeable between the description of the items as exist to-day, and obtained by actual measurement and submitted in my estimates, as compared with those mentioned by claimants in their testimony. This is undoubtedly due to the fact that claimants relied entirely upon memory, and had in no instance kept memorandums of their improvements.

It is considered unnecessary to speak or refer to the equity of these claims. The facts are here, and, embodied with the testimony presented, will no doubt permit of a clear understanding of the claim of each individual.

Of the original settlers mentioned in the appraisal of 1876, Williams, Cosgrove, Kutch, and Parker are dead, and their claims were fully adjusted according to the above-mentioned appraisal. Boyd relinquished the claim now presented by Yarnall, and the payment of November 16, 1889, to Davidson, extinguished any claim he might have for improvements.

Very respectfully,

C. F. NESLER,  
*United States Indian Inspector.*

The SECRETARY OF THE INTERIOR,  
(Through the Commissioner of Indian Affairs),  
*Washington, D. C.*

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EXHIBIT A.

*Deposition of William Evens, taken at Shoshone Agency, Wyo., November 7, 1898, relative to improvements made on the Shoshone Reservation, Wyo., subsequent to 1876.*

- Q. State your name and residence.—A. William Evens, Ogden, Utah.  
 Q. Are you a native-born citizen of the United States?—A. Yes, sir.  
 Q. When did you first locate on the reservation?—A. About May 12, 1868.  
 Q. You made improvements on the reservation during the time you resided on it?—A. Yes, sir.  
 Q. Were you ever paid for any of these improvements?—A. Yes, sir; part of them.  
 Q. Were you paid for all improvements made up to the time of Agent Irwin's appraisal, in 1876?—A. Yes, sir; I was paid according to his appraisal.  
 Q. Was the appraisal satisfactory at that time?—A. No, sir; it was not.  
 Q. Why not?—A. Because he did not appraise them at what they were worth.  
 Q. What did you consider them worth?—A. About double the amount appraised.  
 Q. Were you aware of the fact that it was unsurveyed land and that you could not obtain title to it?—A. I knew it was unsurveyed land, but did not know I could not obtain title to it.  
 Q. When did you learn that it was set aside as a reservation?—A. About August, 1868.  
 Q. What improvements had you made up to that time?—A. Not many improvements.  
 Q. Then why did you remain?—A. Because we supposed we would get title or get paid for it.

Q. What improvements were made between the time you located and the time of the appraisement?—A.—

An adobe house, about 12 by 18 feet, worth about.....	\$700.00
About 200 rods fence, 4 poles, 2 posts to rod.....	200.00
About 160 rods ditch.....	160.00
Log stable, 12 by 20 feet.....	100.00
Cattle corral.....	150.00
Root cellar, 20 by 40 feet.....	100.00
Well.....	20.00
Twenty acres land, broken, at \$6 per acre.....	120.00
Granary attached to stable.....	40.00

1,590.00

Q. Are those all the improvements made from May, 1868, to February, 1876?—A. That is all I can remember.

Q. From the value you place on these improvements, how is it that you previously stated that you considered Dr. Irwin's appraisement unfair?—A. Because we were prevented from making any further improvements by being frequently told by the agent that we were taking our own chances in making these improvements.

Q. When did you leave the reservation?—A. In November, 1890.

Q. You removed of your own accord?—A. Yes, sir.

Q. Had you received notice to do so?—A. No, sir.

Q. Why did you go?—A. Because we were given to understand that it was only a question of time when we would be removed.

Q. I would like to have you give me a list of improvements made after 1876 and up to the time of your removal.—A.—

A frame dwelling 20 by 22 feet, with adobe extension 12 by 20 feet.....	\$1,600.00
520 rods fencing.....	390.00
An adobe stable, granary, and chicken house.....	150.00
320 rods ditch.....	320.00

2,460.00

Q. Is that all?—A. I believe that is all I can remember.

Q. Where are these improvements located?—A. About one-fourth of a mile east of the agency.

Q. If these improvements were located at or near Lander, what would they be worth?—A. About the same.

Q. Were you in the employ of the Government at any time?—A. I was never in the employ of the Government.

Q. Did you enjoy any privileges or benefits not accorded ordinary citizens while residing on the reservation?—A. No.

Q. Did you reside here continuously between 1868 and 1890?—A. Yes; I did.

Q. Did you have any cattle on the reservation?—A. I did.

Q. Did you pay a grazing tax on them?—A. Not at all times.

Q. In view of the fact that you enjoyed the use of these improvements for a number of years, don't you think the Government is entitled to an offset in considering this claim?—A. No, sir.

Q. You say that you have other improvements which you forgot to mention; what are they?—A.—

360 rods of fence, valued at.....	\$270.00
Breaking 35 acres of ground.....	105.00
Log cabin, 16 by 20.....	50.00

425.00

Q. Were these improvements also made between 1876 and the date of your removal?—A. Yes, sir.

Q. And they are to be included in your present claim?—A. Yes, sir.

WILLIAM EVENS.

Personally appeared before me William Evens, who, being duly sworn, deposes and says that he has read the foregoing testimony, and that the statements therein contained are true.

WILLIAM EVENS.

Subscribed and sworn to before me this 7th day of November, 1898, at Shoshone Agency, Wyo.

C. F. NESLER,  
United States Indian Inspector.



*Deposition of James K. Moore, taken at Shoshone Agency, Wyo., October 31, 1898, relative to improvements made on the Shoshone Reservation, Wyo., by William Evens.*

Q. What is your name and residence?—A. James K. Moore, Fort Washakie, Wyo.

Q. You are an Indian trader?—A. Yes, sir.

Q. When did you first come on the reservation?—A. I located at Camp Brown (now the town of Lander and then a part of the reservation) in 1870 and moved to Fort Washakie in 1871.

Q. Are you acquainted with William Evens?—A. I am.

Q. Do you know anything in regard to the improvements made by Mr. Evens since 1876 and up to the time of his removal?—A. I am not thoroughly familiar with them, but know he made many valuable improvements on the claim; perhaps between \$2,000 and \$2,500.

Q. If you were the owner of the improvements would you consider that amount a fair adjustment of the claim?—A. I would.

Q. If these improvements were situated at or near Lander what would they be worth?—A. About the same.

JAMES K. MOORE.

Personally appeared before me James K. Moore, who, being duly sworn, deposes and says that he has read the foregoing testimony and that the statements contained therein are true.

JAMES K. MOORE.

Subscribed and sworn to before me this 31st day of October, 1898, at Shoshone Agency, Wyo.

C. F. NESLER,  
United States Indian Inspector.

*Deposition of F. G. Burnett, taken at Shoshone Agency, Wyo., November 4, 1898, relative to improvements made by William Evens on the Shoshone Reservation, Wyo.*

Q. State your name, occupation, and residence.—A. F. G. Burnett; additional farmer; Shoshone Agency, Wyo.

Q. When did you first come to the reservation?—A. I came here with Agent Irwin in May, 1871, and have been in the employ of the Government or lived in the vicinity since.

Q. Are you familiar with the improvements made by William Evens since the appraisalment of Agent Irwin in 1876?—A. I am.

Q. Do you understand that all improvements made prior to 1876 were paid for?—A. I do.

Q. Tell me what you can in regard to a claim for improvements made by William Evens on this reservation subsequent to 1876, and up to the time of his leaving the reservation?—A. A frame dwelling with an adobe extension, an ice house, and about 250 rods ditch.

Q. Is that all?—A. That is all I remember.

Q. What would you consider a fair valuation for the improvements made by William Evens since 1876 and up to the time of his leaving the reservation?—A. About \$1,600.

Q. Would you consider that a fair adjustment of his claim?—A. I would.

F. G. BURNETT.

Personally appeared before me F. G. Burnett, who, being duly sworn, deposes and says that he has read the foregoing testimony, and that the statements therein contained are true.

F. G. BURNETT.

Subscribed and sworn to before me this 4th day of November, 1898, at Shoshone Agency, Wyo.

C. F. NESLER,  
United States Indian Inspector.

*Appraisalment made by Inspector Nesler of the improvements made on the Shoshone Reservation, Wyo., subsequent to 1876 and claimed by William Evens.*

1 dwelling, adobe and frame, 26 by 30.....	\$1,400.00
1 log outhouse, 8 by 10 .....	25.00
1 log stable, 16 by 20 .....	75.00
1 log ice house, 15 by 15.....	50.00
226 rods ditch.....	113.00
700 rods fence (350 rods renewed).....	525.00

H. Doc. 228—2

35 acres ground broken .....	\$105. 00
1 log cabin, 16 by 20.....	50. 00
	2, 343. 00
From which should be deducted 100 rods ditch included in appraisement of 1876.....	50. 00
	2, 293. 00

Actual measurements are here given and proper deductions made for appraisement of 1876.

C. F. NESLER,  
*United States Indian Inspector.*

SHOSHONE AGENCY, WYO., *May 29, 1884.*

WM. EVANS, Esq.

SIR: By order from the Department of the Interior, I am instructed to give you the following information, viz, that your improvements were appraised at \$1,275 by late Agent Irwin and forwarded by him to the Department February 12, 1876. This claim was favorably reported upon by the Department on May 2, 1876. No definite action has as yet been taken by Congress on the bill for the appropriation of money for the settlement of the claim. Pending such action, however, although having no legal claim against the Government, by reason of having made your improvements on unsurveyed lands, you may be permitted to remain temporarily, during good behavior, with the consent of the Indians and the approval of the agent, with the understanding, however, that you shall make no further improvements and hold yourself in readiness to move off the reservation as soon as your claim has been adjusted by Congress.

Very respectfully, yours, etc.,

S. R. MARTIN,  
*United States Indian Agent.*

A true copy:

C. F. NESLER, *United States Indian Inspector.*

#### EXHIBIT B.

*Deposition of William H. Rogers, taken at Shoshone Agency, Wyo., October 19, 1898, relative to improvements made on the Shoshone Reservation, Wyo.*

Q. Give your name and residence.—A. William H. Rogers; residence near Lander, Wyo.

Q. Are you a citizen of the United States?—A. Yes.

Q. Native born?—A. No.

Q. When were you naturalized?—A. In 1876.

Q. You are the son of James Rogers, the original locator?—A. Yes.

Q. When did James Rogers die?—A. In October, 1889.

Q. Are you the administrator of his estate?—A. Yes, sir.

Q. Was he a citizen of the United States prior to 1868?—A. Yes.

Q. Did James Rogers have any Indian rights by marriage or otherwise?—A. No.

Q. When did he locate on land afterwards a part of this reservation?—A. In the fall of 1867.

Q. Was he in the employ of the Government at that time or at any time since?—A. No.

Q. Can you tell what improvements were made by James Rogers prior to 1868?—A. No.

Q. Can you furnish a list of improvements made up to 1876, when they were appraised by Agent Irwin?—A. No.

Q. In your present claim for improvements what periods are embraced?—A. It embraces a period between 1876 and the time of the removal of the heirs of James Rogers.

Q. When were they removed?—A. In October, 1893.

Q. Then all improvements made up to 1876 are paid for?—A. Yes, sir.

Q. Where are these improvements located?—A. About 1½ miles east of the agency.

Q. To your knowledge did your father, James Rogers, yourself, or any of the heirs receive notice from the agent not to make any improvements on the land occupied?—A. Not to my knowledge.

Q. Let me have a list of the improvements embraced in your claim.—A.—

1 log stable, 35 by 19, valued at .....	\$500.00
1 log granary, 19 by 18, valued at .....	300.00
1 two-story stone dwelling house, 30 by 34 .....	4,000.00
1 root cellar, 14 by 17 .....	100.00
2½ miles of fence, two wires and two poles .....	1,555.20
1 large ditch, three-fourths mile .....	675.00
1 ditch, three-fourths mile .....	150.00
3 laterals, one-fourth mile each .....	75.00
Breaking and sowing 30 acres alfalfa .....	275.00
300 pounds timothy seed sown .....	36.00
Breaking and cultivating 40 acres ground .....	200.00
<b>Total</b> .....	<b>7,866.20</b>

Q. Is that all the improvements you claim?—A. Yes.  
 Q. About what year was the stone house erected?—A. About 1892.  
 Q. Was James Rogers aware of the fact that this was unsurveyed land and that he could not get a title to it?—A. He was.  
 Q. In view of the fact that James Rogers or his family enjoyed the use and benefit of these improvements, don't you think that the Government in considering these claims is entitled to an offset?—A. No.  
 Q. Did James Rogers own any cattle on the reservation?—A. A small bunch; I don't remember how many.  
 Q. Did he pay a grazing tax?—A. Yes.  
 Q. Did he or his family enjoy any privileges not accorded an ordinary citizen while residing on the reservation?—A. No.  
 Q. If the improvements you claim were located at or near Lander, what would they be worth to you?—A. About the same.  
 Q. Did James Rogers or his family live here continuously from the time of his original location to the time of his removal?—A. Yes, excepting four or five months in 1874, when his partner occupied the premises.

WILLIAM H. ROGERS.

Personally appeared before me William H. Rogers, who, being duly sworn, deposes and says that he has read the foregoing testimony and that the statements therein contained are true.

WILLIAM H. ROGERS.

Subscribed and sworn to before me at Shoshone Agency, Wyo., this 19th day of October, 1898.

C. F. NESLER,  
*United States Indian Inspector.*

*Deposition of James K. Moore, taken at Shoshone Agency, Wyo., October 31, 1898, relative to improvements made on the Shoshone Agency, Wyo., by James Rogers and his heirs.*

Q. What is your name and residence?—A. James K. Moore; Fort Washakie, Wyo.  
 Q. You are an Indian trader?—A. I am.  
 Q. When did you first come on the reservation?—A. I located at Camp Brown (now the town of Lander and then a part of the reservation) in 1870, and moved to Fort Washakie in 1871.  
 Q. Are you acquainted with W. H. Rogers, the administrator of the late James Rogers?—A. I am.  
 Q. W. H. Rogers, as administrator, presents a claim for improvements made on this reservation by his father, James Rogers, and his heirs, since July 3, 1868. Can you tell me whether the improvements, as appraised by Agent Irwin, included everything up to February 12, 1876?—A. I believe so.  
 Q. Can you give me a fair valuation of the improvements made since 1876, and up to the time of the removal of the heirs of James Rogers in October, 1893?—A. About \$5,000.  
 Q. If you were the owner of these improvements, would you consider \$5,000 a fair adjustment of this claim?—A. I would.  
 Q. If these improvements were located at or near Lander, would they be worth as much as they are here?—A. I think about the same.  
 Q. Do you think James Rogers or his heirs have received any benefits or advantages they would not have received elsewhere while they lived on the reservation?—A. I don't think so.

Q. In view of the fact that they have had the use of these improvements for a number of years, don't you think that the Government is entitled to an offset on considering this claim?—A. I don't think so.

Q. Were Mr. Rogers or any of his heirs employed by the Government?—A. No, sir.

Q. Did he graze cattle on the reservation during his residence on it?—A. Yes; he did.

JAMES K. MOORE.

Personally appeared before me James K. Moore, who, being duly sworn, deposes and says that he has read the foregoing testimony and that the statements therein contained are true.

JAMES K. MOORE.

Subscribed and sworn to before me this 31st day of October, 1898, at Shoshone Agency, Wyo.

C. F. NESLER,  
United States Indian Inspector.

*Deposition of F. G. Burnett, taken at Shoshone Agency, Wyo., November 4, 1898, relative to improvements made on the Shoshone Reservation, Wyo., by James Rogers and his heirs since the appraisalment of Agent Irwin in 1876.*

Q. What is your name, residence, and occupation?—A. F. G. Burnett, additional farmer, Shoshone Agency, Wyo.

Q. When did you first come on the reservation?—A. I came here first with Agent Irwin in May, 1871, and have been employed by the Government or lived in the vicinity ever since.

Q. Are you familiar with the improvements made by James Rogers and his heirs since the appraisalment of Agent Irwin in 1876?—A. Yes.

Q. Is it your understanding that the improvements included in the aforementioned appraisalment have been paid for?—A. It is.

Q. Can you give me a list of the improvements, and the value of the same, made since 1876 and up to the time of the removal of claimants in 1893?—A. A two-story stone dwelling, a root cellar, a corral, some fencing and ditching, but I can not say how much.

Q. Is that all?—A. That is all I remember.

Q. Will you place what you consider a fair value on all improvements made since 1876 on the Rogers claim?—A. About \$4,000. In this connection I desire to say that about four years ago, upon the representation made to me by builders, I made an affidavit to the effect that the stone dwelling cost \$4,000, but since taking actual measurements I consider that that amount would cover all improvements on the Rogers place since 1876.

Q. Then you would consider \$4,000 a fair adjustment of Mr. Rogers's claim?—A. I would.

Q. Do you know whether Mr. Rogers or his heirs were ever told by any of the agents not to make any further improvements?—A. I do not know.

F. G. BURNETT.

Personally appeared before me F. G. Burnett, who, being duly sworn, deposes and says that he has read the foregoing testimony, and that the statements therein contained are true.

F. G. BURNETT.

Subscribed and sworn to before me this 4th day of November, 1898, at Shoshone Agency, Wyo.

C. F. NESLER,  
United States Indian Inspector.

*Appraisalment, made by Inspector Nesler, of the improvements made on the Shoshone Reservation, Wyo., subsequent to 1876, and claimed by James Rogers and his heirs.*

1 stone dwelling, 30 by 34.....	\$3,200.00
1 log stable, 16 by 22.....	200.00
1 log and lumber shed, 16 by 24.....	100.00
1 log root cellar, 12 by 16.....	100.00
1,122 rods pole fence (640 rods renewed).....	1,122.00
1 pole corral, renewed.....	50.00

566 rods ditch, three-fourths mile main ditch (large).....	\$566.00
70 acres ground broken .....	350.00
	5,488.00
From which should be deducted—	
125 rods ditch, included in appraisalment of 1876.....	125.00
	5,363.00

Actual measurements are here given, and proper deductions made for appraisalment of 1876.

C. F. NESLER,  
*United States Indian Inspector.*

This memorandum, made this the 15th day of November, A. D. 1893:

Witnesseth, that I, William H. Rogers, of the county of Fremont, in the State of Wyoming, do hereby acknowledge that Stefano Gini is the equitable owner of the undivided one-half of the right, title, and interest in and to the premises situated on Trout Creek, upon the Indian reservation in said county, known as the ranch and premises of James Rogers, late of said county, deceased; that said Stefano Gini had said right, title, and interest since the said premises and ranch were first occupied and settled upon; and that he and said James Rogers were joint owners of said ranch and premises since said settlement thereon and occupation thereof; and I hereby agree, as one of the heirs of said James Rogers, deceased, to turn over to said Stefano Gini and pay him all his share of the avails and proceeds of said property which may in any manner come into my hands or under my control.

In witness whereof I have hereunto set my hand and seal the day and year first above written.

WILLIAM H. ROGERS. [SEAL.]

In presence of—

CHARLEY ALLEN,  
WILLIAM JONES,

*As witnesses.*

This indenture, made this 11th day of November, in the year of our Lord one thousand eight hundred and ninety-eight, between Stefano Gini, of the county of Fremont and State of Wyoming, as the party of the first part, and the estate of James Rogers, deceased, William H. Rogers administrator thereof, as the party of the second part:

Witnesseth, that the said party of the first part, for and in consideration of the sum of five (5) dollars, lawful money of the United States of America, and other valuable considerations, to him in hand paid by the said party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby confessed and acknowledged, has remised, released, and quitclaimed, and by these presents does remise, release, and quitclaim unto the said party of the second part, and to his heirs and assigns forever, all the certain property situated in Fremont County, State of Wyoming, and particularly described as follows, to wit:

An undivided one-half interest in and to all the buildings and improvements of whatsoever kind, character, and description now belonging to the said estate of James Rogers, deceased, about one and one-half (1½) miles easterly from the Shoshone Indian Agency, and all situated upon said Shoshone Indian Reservation, in said Fremont County, Wyoming, said property constituting and comprising the settler's claim of said James Rogers, deceased, for improvements made by said James Rogers, deceased, and his heirs thereon, after the appraisalment of 1876, and for which application for payment is now pending in the Department of the Interior, Washington, D. C., for the sum of \$7,716.20, as the "claim of James Rogers, deceased, William H. Rogers, administrator."

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, possessions, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances. To have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and his heirs and assigns forever.

In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

[SEAL.]

STEFANO GINI.

Signed, sealed, and delivered in presence of—

ERVIN F. CHENEY, *County Treasurer,*  
JAMES T. VIDAL, *County Attorney,*

*Witnesses.*

STATE OF WYOMING, *County of Fremont, ss:*

I, John Gillis, county clerk and clerk of the district court in and for the county of Fremont, in the State of Wyoming, do hereby certify that Stefano Gini, personally known to me as the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged said instrument and the execution thereof as his free and voluntary act and deed.

My commission expires on the first Monday of January, A. D. 1899.

(Given under my hand and official seal this 11th day of November, A. D. 1898.

[SEAL.]

JOHN GILLIS,

*County Clerk and ex officio Clerk of the District Court.*

SHOSHONE AGENCY, WYO., *May 29, 1884.*

Mr. JAMES ROGERS.

SIR: By order from the Department of Interior I am instructed to give you the following information, viz:

That your improvements were appraised at \$2,554 by late Agent Irwin and forwarded by him to the Department February 12, 1876; this claim was favorably reported upon by the Department on May 2, 1876; no definite action has as yet been taken by Congress on the bill for appropriation of money for the settlement of the claim.

Pending such action, however, although having no legal claim against the Government by reason of having made your improvements on unsurveyed lands, you may be permitted to remain temporarily during good behavior, with the consent of the Indians and the approval of the agent, with the understanding, however, that you shall make no other improvements and hold yourself in readiness to move off the reservation as soon as your claim has been adjusted by Congress.

Very respectfully, yours, etc.,

S. R. MARTIN,

*United States Indian Agent.*

A true copy:

C. F. NESLER, *United States Indian Inspector.*

UNITED STATES INDIAN SERVICE,

*Shoshone Agency, Wyo., August 31, 1898.*

WILLIAM ROGERS, Esq.,

*Shoshone Indian Reservation, Wyo.*

SIR: By order of the honorable Secretary of the Interior you are ordered to remove from the Shoshone Indian Reservation yourself and family, together with all your personal effects, on or before the 31st day of October, 1898.

You are cautioned not to deface, destroy, or remove any permanent improvements, such as buildings, fences, etc.

Very respectfully, yours,

P. H. RAY,

*Captain Eighth Infantry, Acting United States Indian Agent.*

A true copy:

C. F. NESLER, *United States Indian Inspector.*

#### EXHIBIT C.

*Deposition of William Jones, taken at Shoshone Agency, Wyo., October 19, 1898, relative to improvements made on the Shoshone Reservation, Wyo.*

Q. Give your name and residence.—A. William Jones, Lander, Wyo.

Q. Are you a citizen of the United States?—A. Yes; and was at the time I made this claim.

Q. Are you native-born or naturalized?—A. Naturalized.

Q. When were you naturalized?—A. In 1869, although I declared my intention in 1864.

Q. Have you Indian rights by marriage or otherwise?—A. No.

Q. When did you first locate on this reservation?—A. In the fall of 1867.

Q. Did you locate here permanently in 1867?—A. Not where the improvements are located, but on land subsequently embraced in the reservation.

Q. When did you locate on the site occupied by the improvements claimed by you?—A. In 1873.

Q. Prior to 1873 did you make any improvements on the reservation?—A. Only to haul logs in the spring of 1868 for my improvements.

Q. Were these logs used in your improvements?—A. No; I was obliged to abandon them on account of Indian troubles.

- Q. Then you had no improvements prior to 1873?—A. No.
- Q. You make a claim for improvements made prior to 1868; how did you come into possession of these improvements?—A. I purchased them in 1873 of Thomas Cosgrove.
- Q. Who made these improvements?—A. Robert Espey and Tip Trimble.
- Q. Were they made prior to July 3, 1868?—A. They were, to the best of my knowledge and belief.
- Q. You say that you purchased the improvements of Thomas Cosgrove; how did he obtain possession of them?—A. By purchase from Espey and Trimble, who were the original locators.
- Q. Did Cosgrove own other improvements at the time?—A. Yes; he cultivated a tract of land on the creek about a mile west of the agency.
- Q. Where are the improvements you claim located?—A. About a quarter of a mile east of the agency.
- Q. What did you pay Thomas Cosgrove for these improvements?—A. Three hundred dollars.
- Q. Why was this claim not submitted in Cosgrove's name instead of yours?—A. Because at the time of the appraisement I was owner of the improvements.
- Q. Did the appraisement of this claim made by Agent Irwin include the value of all improvements made prior to 1876?—A. Yes.
- Q. Do you recollect what improvements were on the place when your claim was appraised by Agent Irwin in 1876?—A. Yes.

A log cabin, about 14 by 16, valued at about.....	\$150.00
A shed kitchen, valued at about.....	40.00
A stable, valued at about.....	50.00
Outhouses, valued at about.....	10.00
A chicken house, valued at about.....	25.00
One-half mile fence, valued at about.....	40.00
Ditches and laterals, valued at about.....	75.00
15 acres land broken, valued at about.....	90.00

480.00

- Q. Was there anything else?—A. Nothing else that I know of.
- Q. When were you removed from the reservation?—A. In October, 1893.
- Q. What improvements were made between February 12, 1876, and October 31 1893, to the best of your recollection?—A. One dwelling house, valued at.....\$2,000.00

Q. When did you erect this house?—A. It was erected in parts at three different times; the first or log part was built in 1879; the west addition was built in 1882, and the rear portion in 1883 or 1884.

One log barn, erected in 1891, valued at.....	550.00
One shed and outhouse, erected in 1891, valued at.....	150.00
Repairs on fence previously erected.....	20.00
One granary.....	100.00
One ice house.....	100.00
One root cellar, 15 by 20.....	50.00
Loss on 20 tons of hay, at \$4.50 per ton.....	90.00

3,060.00

Q. Did you ever receive notice from the agent or proper authority not to put any improvements on your claim?—A. None until the coming of Captain Wygant, in 1893.

Q. Did you ever receive a letter, dated May 29, 1884, wherein you were given permission to remain temporarily on the reservation, with the consent of the Indians and the agent, and warned not to make any improvements, and that your occupation was by sufferance only?—A. I do not recollect receiving any such notice.

Q. In view of the fact that you located on unsurveyed land and could obtain no legal title to the same, don't you consider that you have received the full value by the use of the improvements you had made up to the time you removed from the reservation?—A. I do not.

Q. Then you do not consider the use of these improvements to have been of any value to you during your residence here as an offset to the claims above mentioned?—A. I do not.

Q. If these improvements were located at or near Lander, what would they be worth to you?—A. They would be worth as much or more than they were on this reservation.

Q. Were you employed at any time by the Government during your residence on the reservation?—A. Yes, sir.

Q. For how long?—A. About three or four months, freighting.

Q. Do you remember in what year that was?—A. Some time in the eighties.

WILLIAM JONES.

Personally appeared before me William Jones, who, being duly sworn, deposes and says that he has read the foregoing testimony and that the statements therein contained are true.

WILLIAM JONES.

Subscribed and sworn to before me this 19th day of October, 1898, at Shoshone Agency, Wyo.

C. F. NESLER,  
United States Indian Inspector.

*Deposition of James K. Moore, taken at Shoshone Agency, Wyo., October 31, 1898, relative to improvements made on the Shoshone Reservation, Wyo., by William Jones.*

Q. What is your name and residence?—A. James K. Moore, Fort Washakie, Wyo.

Q. You are an Indian trader?—A. Yes, sir.

Q. When did you first come on the reservation?—A. I located at Camp Brown (now the town of Lander and then a part of the reservation) in 1870, and moved to Fort Washakie in 1871.

Q. Are you familiar with the improvements made by certain citizens of the United States on this reservation subsequent to July 3, 1868?—A. I am.

Q. Do you know when Mr. Jones first came on the reservation?—A. I do not.

Q. Mr. Jones presents a claim for improvements made prior to July 3, 1868. Are you familiar with any of these improvements?—A. Not prior to 1868.

Q. Do you know whether the appraisalment made by Agent Irwin in regard to this claim covered all the improvements made up to February, 1876?—A. My impression is that it did.

Q. Have you any idea what the amount was?—A. No.

Q. In your opinion were the figures agreed upon in 1876 fair and just?—A. My impression is that they were satisfactory to all parties.

Q. Have you any idea of the value of the improvements made by Mr. Jones between 1876 and the time he was removed?—A. I think about \$2,000 would be a fair valuation.

Q. Do you know whether Mr. Jones was ever warned not to make any improvements on that place?—A. I do not.

Q. If these improvements had been your own and the conditions the same, do you think that you would have received a fair adjustment upon the payment of \$2,000?—A. Yes; I think I would.

Q. If these same improvements were located at or near Lander, would they be worth as much as they are here?—A. I think about the same.

Q. Do you think Mr. Jones has received any benefits and advantages he would not have received elsewhere while he lived on the reservation?—A. I do not think he did.

Q. In view of the fact that he has had the use of these improvements for a number of years, don't you think that the Government is entitled to an offset in considering this claim?—A. I hardly think so.

Q. Was Mr. Jones employed by the Government during this time?—A. He was contract butcher at the post for about three years.

Q. During the time he was a butcher did he graze his cattle on the reservation?—A. Yes.

JAMES K. MOORE.

Personally appeared before me James K. Moore, who, being duly sworn, deposes and says that he has read the foregoing testimony and that the statements therein contained are true.

JAMES K. MOORE.

Subscribed and sworn to before me this 31st day of October, 1898, at Shoshone Agency, Wyo.

C. F. NESLER,  
United States Indian Inspector.

*Deposition of F. G. Burnett, taken at Shoshone Agency, Wyo., November 4, 1898, relative to improvements made on the Shoshone Reservation, Wyo., by William Jones.*

Q. State your name and residence?—A. F. G. Burnett, Shoshone Agency, Wyo.

Q. What is your occupation?—A. Additional farmer.



Q. When did you first come on the reservation?—A. I came here with Dr. Irwin in May, 1871, and have been in the employ of the Government or lived in this vicinity ever since.

Q. Are you familiar with the improvements made by certain citizens of the United States since July 3, 1868?—A. Yes.

Q. I would like to have you tell me what you can in regard to a claim for improvements made on the reservation and presented by William Jones, the same having been made prior to and subsequent to 1868 and up to the time of his removal.—A. This claim was originally located by Robert Espey, who erected a double log house, a cellar, and about the same amount of fence and ditch as is there to-day. In about 1872 or 1873 he sold these improvements to Thomas Cosgrove. Cosgrove held the same a short time and without making any improvements sold them to William Jones in 1873.

Q. Do you know whether there were any improvements added by Jones between the time he bought the improvements and the time they were appraised by Agent Irwin in 1876?—A. I don't remember.

Q. Can you mention the improvements made between 1876 and the time of Mr. Jones's removal in 1893?—A. A dwelling, a barn, ice house, coal house, granary, shed, chicken house, cellar, and corral.

Q. Is that all?—A. That is all I can remember.

Q. You went around with me and saw these improvements. Now I would like to have you state what you consider a fair value for all the improvements made on the Jones place.—A. About \$2,500.

Q. You would consider that a fair adjustment of Mr. Jones's claim?—A. Yes, sir.

Q. Do you know whether Jones was ever warned not to make any improvements on his place at any time?—A. I do not.

Q. Mr. Jones having had the use of these improvements for a number of years, don't you think that the Government in considering this claim is entitled to an offset?—A. I should think so; but at the same time if Mr. Jones and the other settlers had been removed at the time of the appraisal in 1876 they could have located on public land near Lander, which was then subject to entry, but which had all been filed on by the time they were removed.

Q. If these improvements were located at or near Lander what would they be worth?—A. About the same.

Q. Do you consider that Mr. Jones enjoyed any benefits and privileges while living on the reservation that he would not have had elsewhere?—A. I don't think so.

F. G. BURNETT.

Personally appeared before me F. G. Burnett, who, being duly sworn, deposes and says that he has read the foregoing testimony and that the statements therein contained are true.

F. G. BURNETT.

Subscribed and sworn to before me this 4th day of November, 1898, at Shoshone Agency, Wyo.

C. F. NESLER,  
United States Indian Inspector.

*Appraisal made by Inspector Nesler of the improvements made on the Shoshone Reservation, Wyo., by William Jones.*

1 frame dwelling, 16 by 41, and L 16 by 24.....	\$1,700.00
1 log outhouse, 15 by 18.....	75.00
1 frame shed, 16 by 26.....	35.00
1 log stable, 16 by 30.....	350.00
1 log ice house, 12 by 16*.....	40.00
1 root cellar.....	50.00
156 rods pole fence.....	273.00
1 log chicken house, 13 by 13.....	75.00
1 log coal house, 12 by 16*.....	50.00
204 rods ditch.....	102.00
1 well*.....	25.00
20 acres land broken.....	100.00
	<hr/>
	2,875.00

Actual measurements are here given. Items marked \* are no longer in existence.

C. F. NESLER,  
United States Indian Inspector.

SHOSHONE AGENCY, WYO., *May 29, 1884.*

Mr. WILLIAM JONES.

SIR: By order from the Department of Interior I am instructed to give you the following information, viz: Your improvements were appraised at \$500 by late Agent Irwin, and forwarded to the Department February 12, 1876. On May 12, 1880, "the claim of Wm. Jones was disapproved by this office, on the ground that his settlements and improvements appear to have been made subsequent to the ratification of the treaty, July 3, 1868. This man, for reason you have stated, and considering his occupation, though having no legal claim on the Government, may be permitted to remain temporarily, with the Indians' consent and your approval. He should, however, be required to compensate the Indians for the privilege of grazing, and be cautioned against making further improvements. Let him understand that he is on the reservation by sufferance."

Very respectfully,

S. R. MARTIN,  
*United States Indian Agent.*

A true copy:

C. F. NESLER, *United States Indian Inspector.*UNITED STATES INDIAN SERVICE,  
*Shoshone Agency, Wyo., August 31, 1893.*WILLIAM JONES, Esq.,  
*Shoshone Indian Reservation, Wyo.*

SIR: By order of the honorable Secretary of the Interior you are ordered to remove from the Shoshone Indian Reservation yourself and family, together with all your personal effects, on or before the 31st day of October, 1893.

You are cautioned not to deface, destroy, or remove any permanent improvements, such as buildings, fences, etc.

Very respectfully,

P. H. RAY,  
*Captain, Eighth Infantry, Acting United States Indian Agent.*

A true copy:

C. F. NESLER, *United States Indian Inspector.*

## EXHIBIT D.

*Deposition of Nelson Yarnall, taken at Shoshone Agency, Wyo., October 19, 1898, relative to improvements made on the Shoshone Reservation, Wyo.*

Q. Give your name and residence.—A. Nelson Yarnall; residence, Dubois, Wyo.

Q. Are you a citizen of the United States?—A. Yes; I am a native-born citizen.

Q. You have no Indian rights, by marriage or otherwise?—A. No, sir.

Q. When did you first locate on this reservation?—A. I came here in 1870, and was subsequently employed as guide and interpreter by the Government at Fort Washakie.

Q. Then you are not an original locator?—A. No, sir.

Q. When and how did you establish your residence here?—A. In 1881 I purchased for \$2,000 the improvements now referred to as the claim of William Boyd, and owned at that time by Charles H. Oldham, to whom William Boyd had previously sold and relinquished all his right, title, and interest to any and all such improvements.

Q. Have you a bill of sale for the improvements purchased?—A. Yes, sir. [Bill or sale produced.]

Q. Have you a good recollection of all improvements existing at the time of your purchase?—A. Yes, sir.

Q. The bill of sale not showing the nature of the improvements transferred, I would like to have you enumerate the improvements existing at the time of your purchase, placing what you consider a fair valuation on each.—A.—

A log house, about 14 by 16, valued at .....	\$125. 00
A stable, about 16 by 18, valued at .....	50. 00
A root cellar, about 12 by 14, valued at .....	25. 00
20 acres land broken .....	100. 00
120 rods fencing .....	150. 00
An adobe dwelling, 14 by 14, adjoining log house .....	250. 00
320 rods ditch .....	320. 00

Total .....

1, 020. 00

Q. Do you know whether any of the improvements William Boyd was paid for, and included in the appraisement of Agent Irwin, were in existence when you made the purchase?—A. I do not.

Q. Where are the improvements you claim located?—A. One-fourth of a mile northeast of the agency.

Q. Were you removed from the reservation?—A. I was notified to remove in sixty days, and did so in October, 1893.

Q. Mention the improvements made by you between 1881, the time of purchase, and the date of your removal, in 1893.—A.—

A barn, log, to accommodate 5 animals, valued at.....	\$200.00
New roof on house and replastering inside and out.....	50.00
1 adobe chicken house, valued at.....	40.00
About 2½ miles barb-wire fence.....	640.00
Breaking and cultivating 40 acres ground.....	200.00
Breaking and cultivating 15 acres ground.....	75.00
400 rods ditch.....	40.00
50 tons hay seized by the acting Indian agent.....	500.00
Total.....	1,745.00

Q. Did you ever receive written notice from the agent or proper authority not to make any additional improvements on your claim?—A. No, sir.

Q. In view of the fact that you have enjoyed the use of these improvements from 1881 to 1893, don't you think the Government in considering this claim is entitled to an offset?—A. No; I don't.

Q. Did you own any cattle on the reservation?—A. Yes; a small bunch.

Q. Did you pay a grazing tax?—A. Yes; I did.

Q. Did you enjoy any privileges not accorded an ordinary citizen while residing on the reservation?—A. No.

NELSON YARNALL.

Personally appeared before me Nelson Yarnall, who, being duly sworn, deposes and says that he has read the foregoing testimony and that the statements therein made are true.

NELSON YARNALL.

Subscribed and sworn to before me at Shoshone Agency, Wyo., this 19th day of October, 1898.

C. F. NESLER,  
United States Indian Inspector.

*Deposition of William Jones relative to the claim of Nelson Yarnall.*

Q. Are you thoroughly familiar with the improvements embraced in the Yarnall claim, referred to as the William Boyd claim?—A. Yes.

Q. Can you recollect what improvements were made on the claim referred to as the William Boyd claim between 1868 and 1881, when they were purchased by Mr. Yarnall?—A. I think so.

Q. Please do so.—A.—

The log cabin built by Boyd, valued at.....	\$125.00
80 rods fencing built by Boyd, valued at.....	100.00
40 rods fencing built by C. H. Oldham, valued at.....	50.00
20 acres land broken by C. H. Oldham, valued at.....	100.00
1 root cellar built by C. H. Oldham, valued at.....	25.00
1 stable built by C. H. Oldham, valued at.....	50.00

There were also two ditches, but I do not know who built them, how long they were, or what they were worth.

Q. Is that all you recollect?—A. Yes.

Q. Were William Boyd or C. H. Oldham in the employ of the Government at the time these improvements were made?—A. Mr. Oldham was, but Mr. Boyd was not.

WILLIAM JONES.

Personally appeared before me William Jones, who, being duly sworn, deposes and says that he has read the foregoing testimony, and that the statements therein contained are true.

WILLIAM JONES.

Subscribed and sworn to before me, at Shoshone Agency, Wyo., this 19th day of October, 1898.

C. F. NESLER,  
United States Indian Inspector.

*Deposition of James K. Moore, taken at Shoshone Agency, Wyo., October 31, 1898, relative to improvements made on the Shoshone Reservation, Wyo., by Nelson Yarnall.*

Q. What is your name and residence?—A. James K. Moore, Fort Washakie, Wyo.

Q. You are an Indian trader?—A. Yes, sir.

Q. When did you first come on the reservation?—A. I located at Camp Brown (now the town of Lander, and then part of the reservation) in 1870, and moved to Fort Washakie in 1871.

Q. Are you acquainted with Nelson Yarnall?—A. I am.

Q. Do you know when he located on the reservation?—A. Not exactly.

Q. Mr. Yarnall purchased the improvements made by William Boyd and presents a claim for same against the Government. Do you know the nature or value of these improvements?—A. I know very little in regard to this claim.

JAMES K. MOORE.

Personally appeared before me James K. Moore, who, being duly sworn, deposes and says that he has read the foregoing testimony and that the statements therein contained are true.

JAMES K. MOORE.

Subscribed and sworn to before me this 31st day of October, 1898, at Shoshone Agency, Wyo.

C. F. NESLER,  
*United States Indian Inspector.*

*Deposition of William Boyd, taken at Shoshone Agency, Wyo., November 3, 1898, relative to improvements made on the Shoshone Agency, Wyo., by Nelson Yarnall.*

Q. What is your name and residence?—A. William Boyd, Shoshone Reservation, Wyo.

Q. Mr. Yarnall presents a claim for improvements made on this reservation on the place heretofore referred to as the Boyd claim. You were paid by the Government for the improvements made on this place prior to 1876 as appraised by Agent Irwin?—A. Yes, sir.

Q. What was the amount paid?—A. \$1,392.50.

Q. Did that include the adjustment of your claim up to February, 1876, when it was appraised by Agent Irwin?—A. I do not remember who made the appraisal, but I know it included everything up to that time.

Q. Do you know when these improvements were sold to Oldham?—A. I do not remember.

Q. Do you know what improvements were made by Oldham while he occupied the place?—A. No; I am not familiar with them.

Q. Can you give me a list of the improvements that were on the place when the appraisal was made in 1876?—A. A stone house, root cellar, log stable, log house, 60 acres broken ground, about 320 rods more or less of ditch and laterals, about 350 rods more or less of fencing, chicken house, a corral, and a well.

Q. Is that all you can recollect?—A. I think that is about all.

Q. How much did you sell these improvements for to Oldham?—A. I sold for 13 head of cows, then ranging in value from \$12 to \$20 each—\$156 to \$260.

Q. Do you know if Oldham made any improvements while he lived on the place?—A. I could not say.

Q. During the time you were in possession of these improvements did you receive notice not to add to them?—A. I did, either from the agent or employees.

Q. Were the others also told not to make any further improvements?—A. I understood it was a general order and applied to all.

Q. At that time had you Indian rights by marriage?—A. I did have.

Q. Were you a citizen of the United States at that time?—A. I was.

WILLIAM BOYD.

Personally appeared before me William Boyd, who, being duly sworn, deposes and says that he has read the foregoing testimony and that the statements therein contained are true.

WILLIAM BOYD.

Subscribed and sworn to before me at Shoshone Agency, Wyo., this 3d day of November, 1898.

C. F. NESLER,  
*United States Indian Inspector.*

*Deposition of F. G. Burnett, taken at Shoshone Agency, Wyo., November 4, 1898, relative to improvements made on the Shoshone Reservation, Wyo., by Nelson Yarnall.*

Q. What is your name, residence, and occupation?—A. F. G. Burnett, additional farmer, Shoshone Agency, Wyo.

Q. When did you first come on the reservation?—A. I first came here in 1871 with Agent Irwin, and have been employed by the Government or lived in the vicinity ever since.

Q. Are you acquainted with Nelson Yarnall, who purchased from Chas. H. Oldham the claim referred to as the Boyd claim and originally located by Doty?—A. Yes, I am.

Q. Do you know who was the owner of the improvements on that claim July 3, 1868?—A. Doty was.

Q. Do you remember what improvements Doty made after 1868?—A. Not any.

Q. Who did Doty sell his improvements to and when?—A. To William Boyd in 1869.

Q. Did Boyd make any improvements on the claim?—A. Yes; he built a stone house 16 by 20. There were some other improvements, but I do not recollect what they were or who made them.

Q. Who did Boyd sell the improvements to and when?—A. He sold to Charles H. Oldham in 1877, as near as I can recollect.

Q. Who owned the improvements when the appraisalment was made in 1876?—A. William Boyd.

Q. Did the appraisalment made by Agent Irwin cover the value of all improvements made up to 1876?—A. It did.

Q. To whom did Oldham sell these improvements and when?—A. To Nelson Yarnall in 1881.

Q. Can you state what improvements were made on this claim since the appraisalment in 1876 and up to the time of Yarnall's removal in October, 1893, and place a fair valuation on same?—A. One log addition to stone house, a stable, outhouse, chicken house, shed addition to dwelling, two corrals, and some additional fencing and ditching. I should think about \$1,200.

Q. Would you consider that sum a fair adjustment of Yarnall's claim?—A. I would.

Q. Do you consider that during his residence on the reservation Mr. Yarnall enjoyed benefits and advantages he would not have received elsewhere?—A. I do not.

F. G. BURNETT.

Personally appeared before me F. G. Burnett, who, being duly sworn, deposes and says that he has read the foregoing testimony and that the statements therein contained are true.

F. G. BURNETT.

Subscribed and sworn to before me this 4th day of November, 1898, at Shoshone Agency, Wyo.

C. F. NESLER,  
*United States Indian Inspector.*

*Appraisalment made by Inspector Nesler of the improvements made on the Shoshone Reservation, Wyo., subsequent to 1876 and claimed by Nelson Yarnall.*

1 log stable, 19 by 25.....	\$200.00
1 frame outhouse, 6 by 6.....	25.00
1 adobe chicken house, 12 by 19.....	50.00
3 corrals, pole.....	100.00
720 rods fence, wire (350 rods renewed).....	540.00
479 rods ditch.....	240.00
55 acres land broken.....	275.00
	<hr/>
	1,430.00

From which should be deducted:	
100 rods ditch.....	\$50.00
1 corral.....	25.00
	<hr/>
	75.00
	<hr/>
	1,355.00

(Included in appraisalment of 1876.)

Actual measurements are here given and proper deductions made for appraisalment of 1876.

C. F. NESLER,  
*United States Indian Inspector.*

UNITED STATES INDIAN SERVICE,  
Shoshone Agency, Wyo., August 31, 1893.

NELSON YARNALL, Esq.,  
Shoshone Indian Reservation, Wyo.

SIR: By order of the honorable Secretary of the Interior you are ordered to remove from the Shoshone Indian Reservation yourself and family, together with all your personal effects, on or before the 31st day of October, 1893.

You are cautioned not to deface, destroy, or remove any permanent improvements, such as buildings, fences, etc.

P. H. RAY,  
Captain, Eighth Infantry, Acting United States Indian Agent.

A true copy:

C. F. NESLER, United States Indian Inspector.

EXHIBIT E.

*Deposition of Stefano Gini, taken at Shoshone Agency, Wyo., October 19, 1898, relative to claim for improvements made on the Shoshone Reservation, Wyo.*

Q. Give your name and residence.—A. Stefano Gini; residence near Lander, Wyo.

Q. Are you a citizen of the United States?—A. Yes.

Q. Were you a citizen when you located on this reservation?—A. Not a full citizen; I took out my papers some time after.

Q. When did you first come on the reservation?—A. In the fall of 1867; and have lived here continuously until I was removed in the spring of 1894, up to which time I remained by consent of the agent.

Q. Have you ever filed a claim for improvements made on this reservation prior to July 3, 1868?—A. No, sir.

Q. Did you have improvements prior to that date?—A. Yes.

Q. Were you ever paid for the improvements made prior to July 3, 1868?—A. Yes, sir. They were embodied in the improvements of James Rogers, who was then my partner in said improvements, and for which full settlement has been made. I dissolved partnership with James Rogers in 1876 and built my improvements on another portion of the same tract of land originally settled on by James Rogers and myself and which said improvements were not partnership property.

Q. Did you make any improvements between 1876 and the date you left the reservation, March, 1894?—A. Yes.

A log house, 15 by 18, valued at .....	\$150.00
A log stable, 16 by 30, valued at .....	200.00
A root cellar, 14 by 16, valued at .....	50.00
2 corrals .....	25.00

Total .....	425.00
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Q. Is that all?—A. Yes; that is all.

Q. Were you ever ordered not to make any improvements?—A. Not until I was ordered away.

Q. Did you understand that the land was unsurveyed at the time you located, and that you could not get title to it?—A. Yes.

Q. Do you think the above is a fair and just valuation of the improvements?—A. Yes.

Q. If these improvements were located at or near Lander, what would they be worth to you?—A. About the same.

Q. Don't you think, in view of the fact that you have had the use and benefit of these improvements since 1876, that there should be some offset to your claim?—A. Yes; I do.

Q. In considering your claim, what offset would you be willing to make for the use and benefit of these improvements?—A. About one-fourth of the value as here stated.

Q. Were you entitled to any rights on this reservation by marriage or otherwise?—A. No, sir.

STEFANO GINI.

Personally appeared before me Stefano Gini, who, being duly sworn, deposes and says that he has read the foregoing testimony, and that the statements therein contained are true.

STEFANO GINI.

Subscribed and sworn to before me at Shoshone Agency, Wyo., this 19th day of October, 1898.

C. F. NESLER,  
United States Indian Inspector.

*Deposition of James K. Moore, taken at Shoshone Agency, Wyo., October 31, 1898, relative to improvements made on the Shoshone Reservation, Wyo., by Stefano Gini.*

- Q. What is your name and residence?—A. James K. Moore; Fort Washakie, Wyo.  
 Q. You are an Indian trader?—A. Yes, sir.  
 Q. When did you first come on the reservation?—A. I located at Camp Brown (now the town of Lander, and then part of the reservation) in 1870, and moved to Fort Washakie in 1871.  
 Q. Are you acquainted with Stefano Gini?—A. Yes sir.  
 Q. He claims to have located on the reservation prior to 1868, and presents a claim for improvements; do you know anything about it?—A. He was here in 1870 when I came, and I have no doubt he was here in 1868.  
 Q. Did he make any improvements?—A. Yes.  
 Q. Do you know what improvements he has made since 1876, and can you approximate their value?—A. I know he had a house, barn, fencing, ditches, and corrals, but do not know enough about it to fix the value. I would be perfectly willing to take his statement for it. I have known him many years and always found him to be honorable in his transactions.

JAMES K MOORE.

Personally appeared before me, James K. Moore, who, being duly sworn, deposes and says that he has read the foregoing testimony and that the statements therein contained are true.

JAMES K. MOORE.

Subscribed and sworn to before me this 31st day of October, 1898, at Shoshone Agency, Wyo.

C. F. NESLER,  
*United States Indian Inspector.*

*Deposition of F. G. Burnett, taken at Shoshone Agency, Wyo., November 4, 1898, relative to improvements made on the Shoshone Reservation, Wyo., by Stefano Gini.*

- Q. What is your name, residence, and occupation?—A. F. G. Burnett, additional farmer, Shoshone Agency, Wyo.  
 Q. When did you first come on the reservation?—A. I came here with Agent Irwin in May, 1871, and have been in the employ of the Government or lived in this vicinity since.  
 Q. Are you acquainted with Stefano Gini and familiar with the improvements made by him since 1876 and up to the time of his removal in the spring of 1894?—A. Yes, sir.  
 Q. I wish you would give a list of the improvements made by him after 1876 and up to the time of his removal.—A. A log dwelling, a log outhouse, a log stable, chicken house, root cellar, and corral, amounting in value to about \$800.  
 Q. Would you consider that sum a fair adjustment of Mr. Gini's claim?—A. I would.  
 Q. Do any of these improvements exist to-day?—A. They do not. They were on the school reserve and were removed by the superintendent.

F. G. BURNETT.

Personally appeared before me, F. G. Burnett, who, being duly sworn, deposes and says that he has read the foregoing testimony, and that the statements therein contained are true.

F. G. BURNETT.

Subscribed and sworn to before me this 4th day of November, 1898, at Shoshone Agency, Wyo.

C. F. NESLER,  
*United States Indian Inspector.*

*Appraisalment made by Inspector Nesler of the improvements made on the Shoshone Reservation, Wyo., subsequent to 1876 and claimed by Stefano Gini.*

1 log dwelling, 16 by 30 .....	\$200
1 log stable, 15 by 36.....	150
1 log root cellar, 10 by 16.....	50
1 pole corral .....	25
	<hr/>
	\$425

The above improvements were located on the land subsequently included in the Wind River boarding school reserve, and were removed or destroyed by the superintendent some time ago. Measurements are as correct as could be obtained.

C. F. NESLER,  
*United States Indian Inspector.*

UNITED STATES INDIAN SERVICE,  
Shoshone Agency, Wyo., September 6, 1893.

STEVE GENI, Esq.,  
Shoshone Indian Reservation, Wyo.

SIR: You are hereby ordered to remove yourself, together with all your personal effects, from this reservation on or before the 1st day of October, 1893.

You are cautioned not to deface, destroy, or remove any permanent improvements, such as buildings, fences, etc.

Very respectfully, yours,

P. H. RAY,  
Captain, Eighth Infantry, Acting United States Indian Agent.

A true copy:

C. F. NESLER, United States Indian Inspector.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., March 24, 1890.

JOHN FOSHER, Esq.,  
United States Indian Agent, Shoshone Agency, Wyo.

SIR: I am in receipt of your communication, dated December 17, 1889, with reference to certain settlers on the Wind River Reservation, in which you state that William Evens and James Rogers in conversation with you said that they had made considerable improvements on their ranches since the appraisement made by Agent Irwin, and did not think they ought to be asked to base their claims on that appraisement; that they were willing to leave the matter to arbitration, and would bind themselves to stand by the decision of a board to be constituted by their choosing a man, the Government one, and these two a third, and that the claims of Nelson Yarnall and William Jones should also be settled, they having made considerable improvements in the way of building fences and constructing irrigating ditches.

You also state that the principal of the Wind River Boarding School desires that the Evens ranch be secured for a school farm, it being the most accessible piece of land.

In reply I have to state that at the last session of Congress an appropriation of \$9,371.50 was made to enable the Secretary of the Interior to pay the settlers who in good faith made settlement in the Wind River Valley previous to the time when said valley was included in the Wind River Indian Reservation the value of their improvements as found by appraisement: "Provided, That no payments shall be made to any one of said settlers until he shall first have finally removed from said reservation."

It appears from the records of this office that on March 10, 1875, Hon. W. R. Steele, Delegate in Congress, wrote this office in behalf of said settlers, and in connection therewith on the 12th of the same month submitted a petition from them asking an appraisement of their improvements, with a view of obtaining from the Government payment for said improvements. In accordance with this request, the improvements were appraised, the amount of the appraisement being \$9,871.50. The claims thus appraised were favorably reported upon by this office May 2, 1876; again May 21, 1880, and also February 7, 1884.

The payment of these claims was urged on behalf of the settlers and not at the request of this office.

It was denied by the office that they had any legal claim to pay for their improvements, as they had settled upon unsurveyed lands to which they could acquire no title or vested rights as against the United States. It was admitted, however, that they had an equitable claim to payment for the value of the improvements made by them before the land was appropriated to other purposes by the Government.

For improvements made since that time they have no possible claim, legal or equitable.

At any time after the establishment of the reservation they could legally have been removed from the reservation, and they are still liable to such action.

You will notify the several parties that they are expected to remove from the reservation within a reasonable time. Should they refuse or neglect to do so, you will report the matter to this office for further instructions.

Very respectfully,

T. J. MORGAN, Commissioner.

A true copy:

C. F. NESLER, United States Indian Inspector.



SHOSHONE AGENCY, WYO., *May 15, 1890.*

The COMMISSIONER OF INDIAN AFFAIRS,  
*Washington, D. C.*

SIR: Referring to office letter L. 36793, 1889, I have the honor to inform you that I notified, as directed, the several parties named, Evans, Rogers, Jones, and Yarnall, of the full text of the instructions "that they were expected to remove from the reservation within a reasonable time." They have willingly assented to comply with anything thought to be the best for all concerned.

Very respectfully,

JOHN FOSHER,  
*United States Indian Agent.*

A true copy:

C. F. NESLER, *United States Indian Inspector.*

UNITED STATES INDIAN SERVICE,  
*Shoshone Agency, Wyo., August 5, 1893.*

The COMMISSIONER OF INDIAN AFFAIRS,  
*Washington, D. C.*

SIR: I have the honor to make the following report, and request that I may be instructed in the premises:

There are three settlers on the reservation adjacent to the agency, namely, Mr. William Jones, Mr. Nelson Yarnall (who holds the claim of William Boyd), and Mr. William Rogers (heir of the late James Rogers), whose presence is a constant source of friction and irritation to the Indians. They have herds of cattle and horses that are constantly breaking into their fields, and complaints have frequently been made to the agent here. The matter discussed in many of their councils are reported by them to different inspectors. In a communication from your office dated March 24, 1890, the agent here was instructed to notify the several parties that they were expected to remove from the reservation within a reasonable time and that improvements of any nature should not be made, and he (the agent), was instructed to report whether the parties had obeyed the instructions or not.

I am informed that verbal notification was given to these parties by the outgoing agent, Mr. John Fosher, and that, instead of obeying the same, improvements of a substantial kind have been made (in the instance of Mr. William Rogers a large stone house), thus openly defying the Government through their agent. The history of these claims has been so often related to your office that I will not report it now; but as they settled on unsurveyed public lands their title was legally void, and they should have been satisfied with the equitable adjustment, upon their own application, made with their entire approval and consent, in the appropriation made by act of Congress, and which money is now ready, as I understand, for payment upon their vacating said lands.

I would respectfully request authority to remove them from the reservation after they gather their fall crop, say not later than the 15th of October, and to use the necessary force to effect their removal, notification being given them immediately after approval by your office to vacate by that time.

Very respectfully, your obedient servant,

HENRY WYGANT,  
*Captain, Twenty-fourth Infantry, Acting United States Indian Agent.*

A true copy:

C. F. NESLER, *United States Indian Inspector.*

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, August 24, 1893.*

Capt. P. H. RAY, U. S. A.,  
*Acting Indian Agent, Shoshone Agency, Wyo.*

SIR: On August 5, 1893, your predecessor stated, in a letter to this office, that there were three settlers on the Shoshone or Wind River Reservation, Wyo., adjacent to the agency, namely, Mr. William Jones, Mr. Nelson Yarnall, and Mr. William Rogers, whose presence is a constant source of friction and irritation to the Indians, and requested authority to remove them from the reservation after they gather their fall crops, say not later than the 15th of October next, and to use the necessary force to effect their removal.

In connection with this matter I have to state that on the 15th instant all the facts in the case were laid before the Department, with the recommendation that authority be granted to remove the parties above named from the Shoshone Reservation, provided they fail or refuse to do so within a reasonable time after written notice to that effect shall have been served upon them, respectively, by the agent of the Sho-

shone Agency, for the reason that their presence on that reservation is detrimental to the peace and welfare of the Indians, and that they are there without authority of law.

The authority as recommended was granted by the Department August 17, 1893, a copy of which is inclosed herewith.

You will serve written notice upon each of the parties named (William Jones, Nelson Yarnall, and William Rogers) to remove from the reservation within a reasonable time, not later than the last of October next, taking with them their families and personal effects, and in the event of their refusal or failure to do so, you will proceed, with the aid of your police, to remove them therefrom.

You will report your action in the premises.

Very respectfully,

D. M. BROWNING, *Commissioner.*

A true copy:

C. F. NESLER, *United States Indian Inspector.*

SHOSHONE AGENCY, WYO., *September 3, 1893.*

The COMMISSIONER OF INDIAN AFFAIRS, *Washington, D. C.*

SIR: In the matter of the removal of William Jones, Nelson Yarnall, and William Rogers, I have the honor to report that I have served written notice upon the parties to remove from the reservation not later than October 31, 1893, and cautioned not to remove, deface, or destroy any permanent improvements, such as buildings, fences, etc. The same day I served the notice I was informed by my predecessor, Mr. John Fosher, that Mr. Yarnall had vacated his premises in April last, and that he, Yarnall, had at that time made claim for the amount appropriated by Congress for payment of the claim of William Boyd, said payment to be made only on condition that claimant vacated the premises; and that he, Fosher, considered the place vacated and that he had written a letter to the honorable Commissioner to that effect in March; and I find that a claim in favor of William Boyd for \$1,392.50 was allowed by the honorable Commissioner on April 15. The house being vacant I have taken possession. I now find that Yarnall, after vacating, entered into an agreement with William Jones to cut the crop of hay for the current year.

The first crop of alfalfa has been cut and the second is now mature, which I have taken possession of and will cut it for the agency, there being about 60 acres of it. It is of considerable value. I am satisfied Captain Wygant was not aware that Yarnall had vacated the place when he applied to have him removed. Mr. Fosher states to me that he knew nothing of the agreement between Yarnall and Jones, but knew that Jones was cutting the hay.

Very respectfully, your obedient servant,

P. H. RAY,  
*Captain, Eighth Infantry, Acting Indian Agent.*

A true copy:

C. F. NESLER, *United States Indian Inspector.*

UNITED STATES INDIAN SERVICE,  
*Shoshone Agency, Wyo., November 1, 1893.*

The COMMISSIONER OF INDIAN AFFAIRS,  
*Washington, D. C.*

SIR: In obedience to instructions from your office, contained in letter dated August 24, 1893, I have the honor to report that I have this day removed from the Shoshone Indian Reservation Messrs. William Jones and William Rogers, they having failed to comply with notice from this office dated August 31, 1893 (copies inclosed). The claim of Nelson Yarnall having been vacated March 28, 1893, all claims are now vacated.

Very respectfully, your obedient servant,

P. H. RAY,  
*Captain, Eighth Infantry, Acting United States Indian Agent.*

An official copy furnished Mr. William Jones.

P. H. RAY,  
*Captain, Eighth Infantry, Acting United States Indian Agent.*

An official copy furnished Mr. William Rogers.

P. H. RAY,  
*Captain, Eighth Infantry, Acting United States Indian Agent.*

A true copy:

C. F. NESLER, *United States Indian Inspector.*